

DRAFT REQUEST FOR PROPOSALS (RFP) 9-1177

**BACK OFFICE SYSTEM AND CUSTOMER
SERVICE CENTER OPERATIONS SERVICES
FOR THE 91 EXPRESS LANES IN
ORANGE AND RIVERSIDE COUNTIES**



**ORANGE COUNTY TRANSPORTATION AUTHORITY
IN PARTNERSHIP WITH
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

**OCTA OFFICES
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date	April 22, 2019
Pre-Proposal Conference and Site Visits Date	May 7, 2019
Offeror Technical Questions Submittal Deadline	June 7, 2019
Agencies Technical Questions Response Deadline	June 21, 2019
Offeror Pricing and Non-technical Questions Submittal Deadline	June 14, 2019
Agencies Pricing and All Non-technical Questions Response Deadline	June 21, 2019
Proposal Due Date	July 12, 2019
Interview Dates:	August 27 & 28, 2019

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 9-1177 “BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 91 EXPRESS LANES IN ORANGE AND RIVERSIDE COUNTIES”

TO: ALL OFFERORS

**FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY and
RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

The Orange County Transportation Authority (“Authority”) and the Riverside County Transportation Commission (“Commission”), together the “Agencies”, invite Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the segments of the 91 express lanes located in Orange and Riverside Counties, together the “91 Express Lanes”.

Required work (“Work”) under this RFP includes the Implementation and Operations and Maintenance of the BOS and CSC for the 91 Express Lanes. Optional work includes self-service mobile application, data warehouse, and data analytics/business intelligence.

The Authority is acting on behalf both Agencies as the “lead agency” for the procurement. The Agencies intend to award a single contract as result of this procurement. The Offeror who is awarded the contract resulting from this procurement will enter into a three-party agreement (“Agreement”) with the Agencies.

The existing Agencies’ contract for back office system, maintenance, and operations expires June 2021. It is expected that the new BOS and CSC Operations shall be fully implemented prior to June 2021.

The Agreement will include both firm fixed and variable pricing elements. The initial term of the Agreement will be up to seven years, which includes an Implementation Phase and a five-year Operations and Maintenance Phase. Two optional contract extension periods of up to three years each may be executed at the sole determination of the Agencies.

Close coordination will be required between the contractor awarded the contract resulting from this procurement (“the Contractor”) and the current 91

Express Lanes roadway toll system contractors, and with the current CSC operations contractor in the transition to the new BOS and CSC Operations.

Offerors are advised that the Reference Documents provided with this RFP are for the purpose of providing certain information to Offerors. Agencies do not take responsibility for determining whether the Reference Materials are accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:

- Lease agreement between landlord and the Authority for the Riverview CSC Facility.
- Sample License Agreement for Operation of the Commission CSC Facility between the Commission and the current BOS operator.

Both Agencies intend to use local funds as their source of funding for this Project. No federal funding is assigned to the Project.

Offerors are advised that the evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of potential conflict of interest situations, with regards to Offeror team composition, will be done on a case-by-case basis.

Proposals must be received in the Authority's office at or before 2:00 p.m. on Friday, July 12, 2019.

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868**

Attention: Ms. Reem Hashem, Section Manager III

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

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Ms. Reem Hashem, Section Manager III**

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

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

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

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

To receive all further information regarding this RFP 9-1177, prime firms and subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software

Category	Commodity
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express

Category	Commodity
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Site visits and a pre-proposal conference will be held on **May 7, 2019**, at beginning at 8:30 a.m. All prospective Offerors are encouraged to attend the pre-proposal conference. The schedule for the meetings is as follows:

- 8:30 am: First site visit to Anaheim Processing Center/CSC:
180 North Riverview Drive, Suite 200, Anaheim CA 92808
- 10:00 am: Call Center and Walk-In at Corona CSC:
301 Corporate Terrace Circle, Corona CA 92879
- 10:45 am: Pre-proposal conference at Corona CSC:
301 Corporate Terrace Circle, Corona CA 92879

No site visits other than the site visits offered at this time and date will be permitted.

The Authority has established **August 27 and 28, 2019**, as the dates to conduct interviews. All prospective Offerors will be asked to keep these dates available.

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

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

The award of this Agreement is subject to the availability of funds adequate to carry out the provisions of the proposed Agreement including the identified Scope of Work and Requirements.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE AND SITE VISIT

Site visits to the current customer service centers operated by the Agencies and a pre-proposal conference will be held on **May 7, 2019**, beginning at 8:30 a.m. The pre-proposal conference is not mandatory; however, all prospective Offerors are encouraged to attend the pre-proposal conference. The schedule for the meetings is as follows:

- 8:30 am: First site visit to Anaheim Processing Center/CSC:
180 North Riverview Drive, Suite 200, Anaheim CA 92808
- 10:00 am: Call Center and Walk-In at Corona CSC:
301 Corporate Terrace Circle, Corona CA 92879
- 10:45 am: Pre-proposal conference at Corona CSC:
301 Corporate Terrace Circle, Corona CA 92879.

No site visits other than the site visits offered at this time and date will be permitted.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Offeror represents that it has thoroughly examined and become familiar with the Work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Agencies' objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Agencies.

C. ADDENDA

The Agencies reserve the right to revise the RFP documents. Any changes made by the Agencies to the requirements will be made by written addendum to this RFP. Where applicable, written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Agencies will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. Offerors shall acknowledge receipt of all addenda in their Proposals. Failure to acknowledge receipt of addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

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

Ms. Reem Hashem, Section Manager III
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5446, Fax: 714.560.5792
Email: rhashem@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or Commission staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Agencies.

E. CLARIFICATIONS

1. Examination of Documents

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

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference must be put in writing, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Agencies are not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:

- (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.

- (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
- (3) Email (preferred method): rhashem@octa.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Ms. Reem Hashem, Section Manager. To the extent that responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth therein.

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

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General

Category	Commodity
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training

Category	Commodity
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on June 7, 2019. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Agencies at or before 5:00 p.m. on June 14, 2019 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

Offerors may ask administrative questions or bring errors or conflicts in the RFP documents to the attention of the Contract Administrator at any time prior to the Proposal due date.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Both Technical and Price proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on Friday July 12, 2019.**

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

2. Address

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Ms. Reem Hashem, Section Manager III**

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

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Ms. Reem Hashem, Section Manager III**

3. Identification of Proposals

Offeror shall submit **one (1) original, ten (10) hard copies, and two (2) electronic PDF copies (on two separate flash drives)** of its Technical Proposal in a sealed package, addressed as shown in F.2. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One original and two hard copies** are to be submitted, with **two (2) electronic copies on two separate flash drives**, in Excel file format.

4. Acceptance of Proposals

- a. The Agencies reserve the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals or in the procurement process.
- b. The Agencies reserve the right to withdraw or cancel this RFP at any time without prior notice and the Agencies make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Agencies reserve the right to issue a new RFP for the Project.
- d. The Agencies reserve the right to postpone Proposal openings for its own convenience and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Request Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Agencies of the Proposal to provide the Work described herein shall constitute a contract between the Offeror and Agencies which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
- g. The Agencies reserve the right to investigate the qualifications of any

Offeror, and/or require additional evidence of qualifications to perform the Work.

- h. The Agencies reserve the right to approve or disapprove of an Offeror's Key Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

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

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

- 1. Preparing its Proposal in response to this RFP;
- 2. Submitting that Proposal to the Authority;
- 3. Negotiating with the Agencies any matter related to this Proposal; or
- 4. Any other expenses incurred by Offeror prior to Effective Date of Agreement.

H. JOINT OFFERS

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

I. TAXES

Offerors' Proposals are subject to State and Local sales taxes. However, the Agencies are exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the Agreement.

J. PROTEST PROCEDURES

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

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a three-party agreement among the Authority and Commission and the Contractor, as a fixed and variable price contract specifying fixed prices for individual Implementation Phase milestones, monthly fees for operation of the Toll Operations Center (TOC), and variable pricing for portions of the Work during the Operations and Maintenance periods, as specified in the Scope of Work and Requirements, included in this RFP as Exhibits B through D and in Exhibit F, Price Proposal and Instructions.

L. FUNDING

Funding for the Project covered by this solicitation comes from the Agencies' local toll revenue funds.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, Offeror is unable, or potentially unable to render impartial assistance or advice to Agencies; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging in activities that Agencies consider adverse to the 91 Express Lanes. Conflict of Interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 91 Express Lanes, and any other financial, business, or other relationship with Authority or Commission that may have an impact upon this Project, or any ensuing Authority or Commission planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority or Commission project, which will follow.

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

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

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to third-party contracts which is hereby referenced and

by this reference is incorporated herein. All Offerors agree to include these requirements in all of its Subcontracts.

O. PROHIBITION

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of potential conflict of interest situations, with regards to Offeror's team composition, will be done on a case-by-case basis.

P. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agencies having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

Q. EXECUTION OF CONTRACT

Within ten (10) Business Days after notification of contract award from the Authority, the successful Offeror shall submit to the Authority: the required contract bonds shown in Forms G, H and I, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of contract, or of interest in contracts, are prohibited.

Additionally, at Agencies' sole discretion, a letter of Guaranty may be requested from Offerors if deemed necessary.

R. LIQUIDATED DAMAGES

Agencies reserve the right to assess liquidated damages related to Contractor's performance, Key Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit G.

S. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Agencies or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form K, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by AGENCIES, or either of them, for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless AGENCIES from any legal action arising from such withholding, as further detailed in Form K, Public Records Act Indemnification- Proposal Documents.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, schedules, and pre-printed materials may contain smaller fonts as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding, from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, and required completed forms.

Proposal sections to be completed by Offeror and submitted with the Proposal include the following appendices:

1. Preliminary bill of materials for all equipment, software and hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements.
4. Resumes.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Ms. Reem Hashem, Section Manager III, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Agencies. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of Proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.
- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license

number and status of license, must be submitted.

- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the Proposal shall remain valid for a period of not less than 210 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the Proposal.
- f. Signed statement attesting that all information submitted with the Proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of proposer's understanding of the Agencies' needs, and proposed approach to coordinating with the Agencies and the Existing BOS and CSC Operations Provider, developing and implementing the BOS and CSC Operations and providing Operations and Maintenance Services.

4. Technical Proposal

The technical proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Approach to Implementing and Operating the BOS
- Approach to CSC Operations

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering and information request narrative that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as i, ii, iii...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory section; rather, the response shall be provided under the relevant sub-part only.

Proposal Section A - Qualifications, Related Experience and References of Offeror

This section of the Proposal should establish the Offeror's ability to perform the required work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) a brief profile of each organization, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. In addition, for each organization provide a primary address, contact person, telephone number, and email address.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime and all major Subcontractors financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider if a Subcontractor, shall provide audited financial statements for the last fiscal year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
6. Provide as a minimum two (2) and a maximum of four (4) reference projects for BOS Implementation and Maintenance similar in scope to this Project.
7. Provide as a minimum two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project.

Proposal Section B - Proposed Organization and Staffing

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

Offeror to:

1. Include project organization charts, including the organization that each staff person works for and their physical location, for each phase:
 - a. Implementation Phase
 - b. CSC Operations during the Operations and Maintenance Phase
 - c. BOS Maintenance during the Operations and Maintenance Phase
2. Identify Key Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this project, current location and assignments, level of commitment to the current assignments, and how long with the organization. Also identify Key Personnel proposed locations, availability for work on this project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Personnel, that includes the organization they work for, proposed position, education, applicable experience, and applicable professional credentials in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure operational readiness.

Proposal Section C: Implementation and Technical Approach to BOS

Offerors shall carefully review the Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form O in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format as a part of Proposal Section 4 of the Technical Proposal and on a separate CD in Excel as directed in Section F, Submission of Proposal.

Offeror should provide a narrative and diagrams, which addresses the Scope of Work and Requirements, and describes the Offeror's approach to the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

1. Approach to Project management of the BOS Implementation Phase
2. Approach to Project management of the BOS during the Operations and Maintenance Phase
3. Approach to BOS QA/QC during the Implementation Phase
4. Approach to BOS QA/QC during the Maintenance and Operations Phase
5. Describe the proposed system and software architecture
6. Discuss generally the BOS Software (including other agencies or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix)
7. Approach to developing and efficiently incorporating Agencies' business rules and policies in to the BOS
8. Approach to the design and development of the BOS and the expected level of Agency interaction and participation
9. Approach to delivery of all BOS documentation
10. Approach to testing of the BOS
11. Approach to complying with all Security Standards
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a project schedule as an attachment).
13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe
14. Approach to data migration from all existing contractors
15. Approach to BOS transition from the Existing BOS and CSC Operations Contractor

16. Approach to meeting the requirements in Volume II:

- a. Account Management
- b. Image Transfer and Transaction/Trip Processing
- c. Account Notification
- d. Payment Processing
- e. Case Management
- f. Violation Processing
- g. Collection and Registration Holds
- h. Transponder Inventory
- i. Customer Portals
- j. Customer communications across all channels
- k. Financial Requirements
- l. Reporting
- m. Performance Management and Monitoring System

17. Approach to maintaining BOS Software and keeping the self-service website and mobile application current over the term of the Agreement

18. Approach to monitoring and reporting on the BOS performance against the Performance Measures

19. Approach to maintaining and administering the BOS

20. Approach to refreshing the BOS Hardware CSC Operations desktop environment over the term of the Agreement

21. Approach to providing BOS support to the CSC Operations and Agencies' staff

22. Approach to selection of Merchant Services Providers and tokenization provider:

- a. Name the provider, discuss the Offeror's experience in interfacing with Merchant Services Provider #1 and explain why this provider was selected.

- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out and details all costs and fees related to processing of ACH and Credit Cards, for example there should be separate lines for each cost item such as:
- Interchange rates/fees and assessments
 - Discount rates
 - Transaction fees
 - Gateway fees
 - Tokenization fees
 - Monthly and annual fees
 - Chargeback fees
 - Voice authorization fees
 - etc.
- c. Name the provider, discuss the Offeror's experience in interfacing with Merchant Services Provider #2 and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (ii) above.

Proposal Section D: CSC Operations Planning, Transition and Approach

Offeror should provide a narrative and diagrams, which addresses the Scope of Work and Requirements, and describes the Offeror's approach to CSC Operations focusing on the work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

1. Approach to Project management and planning of CSC Operations during the Implementation Phase
2. Approach to Project management of CSC Operations during the Operations and Maintenance Phase
3. Approach to CSC Operations QA/QC during the Maintenance and Operations Phase

4. Approach to providing process improvements through the term of the Agreement
5. Approach to incorporating Agencies' business rules and policies in to the CSC Operations
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures
7. Approach to using Agency provided facilities
8. Describe how operations staff will provide system design input to BOS provider during initial design and after go-live.
9. Approach to staffing, hiring and training initial staff with existing live operation and retaining staff.
10. Approach working with the Existing BOS and CSC Operations Contractor to achieve an optimal transition
11. Identify any risks and mitigation strategies related to achieving CSC Operations readiness (within the schedule provided as part of Section 3, identify the CSC Operations related major milestones)
12. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live,
13. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
14. Approach to security and privacy compliance
15. Approach to providing excellent customer service
16. Approach to effectively managing customer contacts across all channels
17. Approach to in-bound mail processing and nixies
18. Approach to rental car transactions
19. Approach to violations and the organization of staff to support the process
20. Approach to Registration Holds

21. Approach to processing payments and refunds

22. Approach to financial management

23. Approach to operating the Traffic Operations Center

24. Approach to managing and distributing transponders

25. Approach to Collections:

- a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Agencies.
- b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are that are 1) transitioned from the current Collections Agencies; 2) new placement, but for which the CSC Operations has attempted the initial collection and failed; and 3) new placement, for which no previous collection has been attempted.
- c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Agencies.
- d. Provide the same cost table as described in (ii) above for Collections Agency #2.

26. Approach to initial (pre-Collections Placement) collections attempt by CSC Operations

27. Approach to postage rate discounts:

- a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.
- b. Provide a detailed Postage Rate Table for all Orange County and Riverside County zip codes for different types and volumes of mailing.

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Agencies' technical

requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibits B through D) and Proposed Agreement (Exhibit G), using the form entitled "Proposal Exceptions and/or Deviations" (Form D) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Agencies' technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibits B through D) and Proposed Agreement (Exhibit G.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Agencies.

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

6. Cost and Price Proposal

As part of the cost and Price Proposal, the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibits B through D).

The Offeror shall complete the "Price Proposal" form (Exhibit F) included with this RFP and submit in a separately sealed envelope from the Technical Proposal.

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section 1 (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a

discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Agencies will enter into a fixed and variable price contract specifying fixed prices for Deliverables in the Implementation Phase and monthly fees for TOC Operations, as well as variable prices for Work performed during the Operations and Maintenance Phase, as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

7. Required Appendices

Offerors shall provide the following required appendices in their Proposal as follows:

- Appendix 1:
Preliminary bill of materials for all equipment, software and hardware including manufacturer, model number, and quantities.
- Appendix 2:
Product Cut sheets.
- Appendix 3:
Audited financial statements.
- Appendix 4:
Resumes

8. Additional Appendices

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

B. FORMS

Unless otherwise noted in the RFP, forms are to be submitted in a separate Proposal section entitled "Forms". The following forms shall be included in this Proposal section:

1. Offeror's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. Campaign Contribution Disclosure Form – Form B-1 for Authority, and Form B-2 for Commission titled Disclosure of Campaign Contributions to Commissioners

Offerors shall complete form B-1 for the Authority and form B-2 for the Commission.

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

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

The prime Contractor, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for October 28, 2019.

Offeror is required to submit only **one** copy of each of the completed B-1 and B-2 form(s) as part of its Proposal and it should be included in only the **original Technical Proposal**.

3. Status of Past and Present Contracts Form – Form C

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

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is

true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its Proposals and it should be included in only the original Proposal.

4. Proposal Exceptions and/or Deviations Form – Form D

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

5. Surety Commitment Letter – Form E

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

6. Escrow Agreement – Form F

This is the form of escrow agreement that will be executed by the Contractor and the Agencies, to be prepared substantially in the form provided herein.

7. Performance Bond – Form G

This is the form of Performance Bond that will be executed by the Contractor and the Agencies, to be prepared substantially in the form provided herein.

8. Payment Bond – Form H

This is the form of Payment Bond that will be executed by the Contractor and the Agencies, to be prepared substantially in the form provided herein.

9. Operations and Maintenance Bond – Form I

This is the form of Operations and Maintenance Bond that will be executed by the Contractor and the Agencies, to be prepared substantially in the form provided herein.

10. Iran Contracting Certification – Form J

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

11. Intellectual Property Indemnification and Proprietary Information Identification – Form K

Offerors shall complete and sign this form and submit with the Technical Proposal.

12. Recent Client List – Form L

Offerors shall complete and submit this Recent Client List form with the Technical Proposal. Provide a list of all Offeror's all contracts in the most recent three years, up to a maximum of 20 contracts.

13. Reference Forms – Form M

Offerors shall complete and submit reference forms Parts 1 and 2 with the Technical Proposal. References must be independent from your own firm, and must be from third party agencies or companies for which similar work has been performed.

14. List of Subcontractors – Form N

Offerors shall complete and submit with the Technical Proposal their list of all Subcontractors proposed on this Project, including their role on the Project.

15. Conformance Matrix- Form O

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and submit the completed matrix as a part of Proposal Section C.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

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

1. **Qualifications, Related Experience and References of Team (prime and Subcontractor) (Proposal Section A)** **15%**
 - Overall strength of team
 - Strength of prime and all major Subcontractor's financial condition
 - Experience of the team and relevant project experience in BOS and CSC Operations Implementation, as well as Maintenance and Operations (experience with similar scopes of work, current installations of the BOS, current similar operations)
 - Strength and relevance of reference projects
 - Strength and relevance of reference checks
 - Other on-going project commitments and priorities

2. **Proposed Organization and Staffing (Proposal Section B)** **15%**
 - Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms)
 - Experience of the proposed Project Manager and other Key Personnel relative to this project, including resumes
 - Key Personnel Reference projects, including relevance of role and reference check results
 - Commitment to meeting local presence requirements of Key Personnel
 - Logic and depth of Implementation Phase organization
 - Logic and depth of Operations and Maintenance Phase organization
 - Demonstrated ability to provide and train CSC Operations staff to meet operational readiness requirements

Implementation and Technical Approach to BOS**(Proposal Section C)****30%**

- Demonstrated ability to meet the Agencies' schedule requirements
- Completeness and effectiveness of project management and risk management approach
- Completeness and effectiveness of QA/QC approach
- Demonstrated process for developing and efficiently incorporating Agency business rules and policies into the BOS
- Knowledge of California tolling environment
- Completeness and efficiency of approach design, development, documentation and testing
- System architecture logic, configurability, reliability and flexibility
- Proven success of architecture and software on a similar project
- Demonstrated ability to comply with the BOS related Security Standards
- Understanding and approach to delivering technical requirements in Volume II
- Demonstrated ability to meet the BOS performance requirements in Volume IV
- Commitment to delivering a system that emphasizes customer self-service
- Solution to providing adequate system redundancy and disaster recovery
- Approach to accurate and successful data migration and system transition
- Demonstrated ability to maintain, administer and update the BOS to ensure KPI's are met
- Demonstrated commitment to serving CSC Operations and Agencies' staff
- Approach to payment processing through the Merchant Service Provider and controlling processing costs

3. Work Plan and Approach to CSC Operations**(Proposal Section D)****20%**

- Demonstrated ability to meet the Agencies' schedule requirements
- Demonstrated process for developing and efficiently incorporating Agency business rules and policies into the CSC Operations
- Commitment to Operations staff involvement in BOS design and testing
- Commitment to working with Existing BOS and CSC Operations Provider
- Commitment to providing and training adequate staff initially and through the term of the Agreement
- Commitment to providing excellent customer service
- Demonstrated ability to meet the CSC Operations performance requirements in Volume IV
- Thoroughness of QA/QC program
- Thorough understanding of California Law and tolling environment
- Demonstrated understanding and ability to provide the services described in Volume III
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Demonstrated ability to comply with the CSC Operations related Security Standards
- Approach to collections
- Approach to minimizing postage costs

5. Cost and Price 20%

Reasonableness of the total Base Contract price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all Proposals received for this RFP. The committee is comprised of Authority and Commission staff and may include outside personnel. The committee members will evaluate the written

Proposals using criteria identified in Section III A. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each committee members' score for each Proposal.

During the evaluation period, the Agencies may interview some or all of the Offerors. The Authority has established August 27 and 28, 2019, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its Proposal may be eliminated from further discussion. The Agencies will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications. In addition, the Agencies may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

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

At the conclusion of the evaluation process, the evaluation committee will recommend to the Agencies' respective Board Committees, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Agencies.

C. AWARD

The Board Committees for each of the Agencies will review the evaluation committee's recommendation and forward their decisions to their full respective Board of Directors for final action regarding selection. The Agencies may also negotiate contract terms with the selected Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Agencies.

The Agencies reserve the right to award their total requirements to one Offeror or to apportion those requirements among several Offerors as the Agencies may deem to be in their best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain

Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's and Commission's Accounting departments a current IRS W-9 form prior to commencing Work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

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

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

EXHIBIT A: ACRONYMS AND DEFINITIONS

Definitions

The following terms, as used in this RFP and the Agreement, are capitalized and shall have the meaning as provided herein.

Note: Terms that are specifically defined within the Agreement are generally not included in the definitions below. Titles of Deliverables which are fully described and detailed in the Scope of Work and Requirements are also generally not included in this exhibit.

Term	Definition
91 Express Club	Membership which provides discounted tolls after required amount (Configurable) of tolls are incurred in required timeframe.
Acceptance	Approval of the BOS as further set forth in Article 23.
Account Plan(s)	Various plans are available to 91 Express Lanes account holders. Each of the account plans have unique account establishment amounts, monthly account fees and discounts.
Adjustment	A reduction of the monthly fee amount paid to the Contractor based on the Contractor not meeting the Performance Measures set forth in the Scope of Work and Requirements and Agreement.
Administrative Review Hearing	Appearance in front of an Administrative officer, in person, via teleconference or via written record related to an Administrative Review.
Affidavit of Non-Liability	Form to be filled out by a motorist proving they were not liable for the violation in question.
Agencies	Orange County Transportation Authority (OCTA) and Riverside County Transportation Commission (RCTC).
Agencies' Data	AGENCIES Data means any Agencies information, data, records and information to which the Contractor has access, possession or otherwise provided to the Contractor, whether or not intended under or for the purposes of the Contract, and includes, without limitation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, AGENCIES Data shall include, but not be limited to, (i) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), (ii) personal information as defined by California Civil Code sections 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) and/or (iii) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, AGENCIES Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
Agency	Either Orange County Transportation Authority (OCTA) or Riverside County Transportation Commission (RCTC), depending upon the context.

Term	Definition
Agreement	The contract for this Project among the Authority, Commission and the Contractor containing the terms and conditions, all exhibits, and reference documents, including all amendments thereto. The sample Agreement is included as RFP Exhibit G.
Alert(s)	Electronic message generated by the BOS to notify users of an issue or status per the Requirements and Approved Business Rules.
Amendment	Change in the Agreement made by adding, altering, or omitting a certain part or term. Also referred to as "Change".
Anniversary Day	The Anniversary Day is used in the calculation of an invoice period, statement or Violation Notice. It is based on account attributes, such as Account Type, account creation date, date of first transaction, date of initial Invoice, date of last Invoice date of Violation Notice issuance.
Approve	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action, Submittal, or Deliverable in writing by the Agencies. Approval by the Agencies shall not be construed to mean endorsement or assumption of liability by the Agencies nor shall it relieve the Contractor of its responsibilities under the Agreement.
Approved Baseline Implementation Schedule	The Baseline Implementation Schedule that is Approved pursuant to the Agreement, which shall be the basis for Implementation Phase Work progress measurement.
Authority	See "Orange County Transportation Authority".
Authority Maximum Payment Obligation	The maximum authorized payment to be made by the Authority on this Project.
Authorized Designee	In addition to the Account holder, any person specifically identified by the customer to access the her/his account (e.g. spouse or assistant).
Authorized User	Authorized Users are Approved users that have role-based credentials to access the BOS such as an employee of the Contractor, employee of the Agencies, Third Party Service Provider, Business Partner, or contractor of the Agencies.
Automated Clearing House (ACH)	The Automated Clearing House (ACH) is an electronic payment delivery system which allows you to make payments or collect funds electronically through the ACH network.
Automatic Call Distribution (ACD)	A system commonly used to handle a large volume of inbound calls and as defined in the Requirements.
Back Office System (BOS)	All Hardware, hosted services, cloud-based services, Equipment, Software, Interfaces, Third-Party Service Providers and Business Partners services, and other Work, that in combination provide the technology, functionality and processes required in the Scope of Work and Requirements. The BOS also includes all existing 91 Express Lanes system hardware, software and equipment which the Contractor chooses to use on this Project.
Back Office System (BOS) Maintenance	Work required to be performed as set forth in Volumes I and II of the Scope of Work and Requirements in order to maintain, support, and administer the BOS.

Term	Definition
Back Office System (BOS) Requirements	Work required to be performed as set forth in Volumes I, Volume II, and Volume IV included as Exhibits B through D of the Agreement.
Bank Account	A customer account with a bank whereby they may deposit and withdraw money.
Banking Services	Banking Services are comprised of the depository accounts into which merchant and other deposits are made. The Agencies have multiple depository accounts depending on the payment method (e.g. Credit Card payments, checks and cash) and what the payment is for (e.g., prepaid tolls and violation payments). The Agencies have selected and contracted with a Banking Services provider.
Baseline Implementation Schedule	The Implementation schedule submitted for Agencies' Approval within fifteen (15) Calendar Days of the Effective Date, based on the Contractor's preliminary Implementation Schedule included in the Agreement.
Bond	A security for performance or payment provided in accordance with the terms of the Agreement, Article 13, Bonds.
BOS Acceptance	Completion and Approval of the BOS testing and other milestones as set forth in Article 23 of the Agreement and the Scope of Work and Requirements.
Business Continuity	Continuance of the Agencies' CSC Operations in the event of serious incidents or disasters such that the Agencies are able to recover to an operational state and proceed with Operations quickly and efficiently.
Business Day	A weekday, excluding the Agencies' observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Business Rules	A set of operational and system rules that detail how the BOS processes, CSC Operations and the Agencies' FasTrak program operates.
Calendar Day(s)	Every day, including weekends and Agencies' observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
California Toll Operators Committee Agency (CTOC Agency)	The California Toll Operators Committee (CTOC) is a collaborative organization composed of California's toll facility operators/owners of which the Agencies are members. CTOC is the primary resource for Interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.
Case(s)	Work items that are tracked within a Case management system.
Certified Disposal Service Provider	Third-Party Service Provider certified to dispose of transponders with batteries identified for disposal.
Change	See "Amendment".
Change Control Board	Agency representatives responsible for planning, controlling and monitoring Approved changes to the BOS in which the Contractor shall participate.
Change Order	The means of making changes to the Agreement pursuant to the Agreement. See also "Amendment".
Check 21	The Check Clearing for the 21 st Century which allows the recipient of the original paper check to create a digital version of the original check, a

Term	Definition
	process known as check truncation, into an electronic format called a "substitute check", thereby eliminating the need for further handling of the physical document.
Civil Judgment	The final order of a court in a civil lawsuit.
Clean Air Vehicle	A designation provided by the California Air Resource Board (CARB) and decals by the California Department of Motor Vehicles (DMV) which identifies a vehicle as a low emission vehicle which may be privy to discounts and/or use of the carpool or Express Lanes.
Collection Agency	A Third-Party Provider provided by the Contractor engaged in the collection of debts on behalf of the Agencies for a fee.
Collections	The activities that occur when a debt has been sent to the Collection Agency.
Collections Placement	A customer account or violator account debt, grouping of unpaid toll transactions/trips, grouping of unpaid Violation transactions/trips or unpaid Violation Notice(s), placed with a Collection Agency.
Commercial Off-the-Shelf	Commercially available off-the-shelf Hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use.
Commission	See "Riverside County Transportation Commission".
Commission Maximum Payment Obligation	The maximum authorized payment to be made by the Commission on this Project.
Configurable	Functionality provided such that changes to the related thresholds, values, methods, parameters and/or settings shall not require additional Software development and Software testing effort. Verification of the change for this purpose is not considered testing. This same meaning applies to all variations, e.g. Configured.
Contract Deliverables Requirements List (CDRL)	The document developed and maintained by the Contractor that identifies and tracks the status of all deliverables/submittals on the Project.
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom the Agencies have entered into an Agreement.
Convenience Plan	Account plan that allows customers to pay a one-time lifetime fee (Configurable) at the time of account establishment in lieu of monthly fees.
Corrective Action Plan	A plan to be developed by the Contractor for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences.
Courtesy Credit	Credit given to customers due to an inconvenience experienced which cannot be associated with a specific violation, transaction/trip or fee.
Credit Card	Card issued by a financial company giving the holder an option to borrow funds, without the use of PIN. For purposes of this Project, payments and recurring payments may be made with any of the following branded credit cards: American Express, Discover, MasterCard, Visa, and Debit

Term	Definition
	Cards bearing one of these logos. This can include a prepaid card (such as an American Express card, which contains a prepaid balance).
Credit Card Update Service Provider	A Third-Party Provider provided by the Contractor that automatically updates customer Credit Card information (for example, updating expiration dates on expired cards).
Customer Satisfaction Survey	A service provided by a Third-Party Provider for Customer Satisfaction Surveys focused on improving customer interactions by measuring customer perceptions of how well the Contractor delivers on the critical business functions.
Customer Satisfaction Survey Provider Subcontractor	Third Party Provider provided by the Contractor that performs Customer Satisfaction Surveys.
Customer Service Center (CSC)	The place or places of businesses and Facilities that provide for all operations activities required by the Agreement.
Customer Service Center Operations or Operations	Work, services, and activities performed such as customer support, account management, and violations/payment processing.
Debit Card	Payment mechanism similar to a Credit Card, but unlike a Credit Card, the money comes directly from the user's bank account when performing a transaction.
Deliverable(s)	All documentation and any items of any nature submitted by the Contractor to the Agencies for review and Approval pursuant to the terms of this Agreement. See "Submittal".
Desktop Environment	All equipment computers and peripherals necessary for CSC personnel to perform their job duties within their workspace.
Disaster Recovery	The process of re-establishing and making available the, BOS event which renders it inoperable.
Disentanglement	The process by which the Contractor provides an orderly transition of Work at end of Agreement, for whatever the reason, in accordance with Article 36, Transition and Succession, and the Scope of Work and Requirements.
Drivers Privacy Protection Act (DPPA)	18 US Code, Section 2721, which serves to protect the privacy of personal information assembled by states' departments of motor vehicles
Effective Date	The date the Agreement commences and Contractor is authorized to commence Work.
Electronic Document Management System (EDMS)	The Contractor-provided document repository which is used as the master repository for all project documentation.
Electronic Toll and Traffic Management (ETTM) System	The lane systems and hardware and the Roadway Support Systems and all associated systems, hardware and components on the 91 Express Lanes (OCTA ETTM and RCTC ETTM). The ETTM Systems will communicate with the BOS for purposes of toll collection.
Electronic Toll and Traffic Management (ETTM) System Contractors	The OCTA ETTM System Contractors and the RCTC ETTM System Contractor for the 91 Express Lanes.

Term	Definition
Eligible Surety	Provider of performance and payment bonds that meets the eligibility requirements established in Article 13, Bonds.
End of Agreement Transition Plan	A Contractor-developed plan which addresses how the Contractor will support the Agencies and the Contractor's successor to facilitate a seamless transition and Disentanglement upon termination or expiration of the Agreement.
Enhancement	Any change that provides new and significant Software or Hardware functionality, above that specified in the Scope of Work and Requirements and Agreement and is not an Upgrade or Update.
Equipment	See "Hardware".
Escheatment	Unclaimed funds that are sent to the State in accordance with current California law and Agencies' policies.
Escrow	The depository for Contractor Intellectual Property agreed-to in accordance with the terms of Agreement Article 25, Intellectual Property and Article 26, Contractor Intellectual Property Escrow.
Escrow Agent	The company with whom the Agencies and Contractor enter into an Escrow Agreement.
Escrow Agreement	Agreement entered into with Escrow Agent, Contractor, and Agencies for purposes of depositing and storing Contractor Intellectual Property in accordance with Article 25, Intellectual Property and Article 26, Intellectual Property Escrow.
Event of Default	A material breach of the Agreement as detailed in Agreement Article 21, Default.
Evidence Package	The supporting documentation supplied by the BOS to support the Agencies when a customer is granted an Administrative Review or is taken to court for non-payment of tolls and applicable fees and a review has been scheduled.
Excessive I-Tolls	A Configurable threshold, which when exceeded, initiates the creation of a Flag on the license plate/transponder, which may result in a Notification and additional toll amounts or fees.
Excessive I-Toll Notification	Notification to a customer that their vehicles is receiving an excessive number of I-Tolls.
Existing BOS and CSC Operations Provider	The provider of current BOS and CSC Operations Services.
Express Lanes	A generic term used to describe lanes within existing expressway, arterial highway facilities or lanes comprising a separate facility where multiple operational strategies, including pricing, may be utilized and actively adjusted as needed for the purpose of achieving pre-defined performance objectives.
Express Lanes Facility	A Toll Facility that is comprised of Express Lanes. In the case of this Agreement, an Express Lane Facility is either the OCTA or RCTC 91 Express Lanes.
Facility(ies)	The Agencies' provided buildings in which the CSC Operations Work is performed.

Term	Definition
FasTrak®	Trademarked electronic toll system that allows customers to use any toll road, bridge, or express lane in California without stopping to pay.
Final Acceptance	Final Acceptance of the Implementation Phase will be considered by the Agencies to have occurred, when the conditions for Final Acceptance set forth in Article 23, Acceptance have been met.
Financial Account	A subledger account designed to aggregate Financial Transactions related to multiple accounts that enables the Agencies to record Financial Transactions in its general ledger system.
Financial Transaction	A toll transaction/trip, replenishment or a financial adjustment. A financial adjustment is any transaction that is not a payment, a toll, a fee or a fine, which changes the balance in a customer's account.
Fiscal Year	The financial period for the Agencies, defined as July 1 through the subsequent June 30th.
Flag(s)	A mark that signals a particular condition or status or that an event has occurred. The Flag is said to be <i>set</i> when it is turned on. Flags may be related to a specific account(s) or transaction(s), or may relay information to Authorized Users accessing the account, or they may direct the BOS to take some form of action.
Force Majeure	The circumstances as defined in the Agreement, whereby a party is excused from meeting a requirement(s) specified in this Agreement as further set forth in Article 53, Force Majeure.
Fulfillment	The process of delivering a transponder to a customer.
Go-Live	The date on which revenue operations commence; when the BOS has been commissioned and the Contractor's operation of the CSC has commenced, in accordance with the Scope of Work and Requirements.
Guaranteed Completion Date	The date set forth in the Approved Baseline Implementation Schedule upon which Contractor agrees the BOS will Go-Live, and for which Contractor shall be subject to liquidated damages for failure to meet such date.
Hardware	"Hardware" is an all-inclusive term to mean the Equipment, Hardware, associated peripherals, associated firmware, electrical and other materials and supplies necessary to provide Work pursuant to the Agreement and Scope of Work and Requirements, inclusive of all solutions, including any Facility on-premise, hosted or cloud-based Hardware.
Holiday(s)	Days that are designated by the Agencies as Holidays for purposes of this Agreement.
Image Toll (I-Toll) Transaction/Trip	Initially an Image-Based Transaction/Trip created at the lane level, but which is subsequently determined to be associated with a valid transponder account and is further processed as such.
Image-Based Transaction/Trip	A transaction/trip that is originated in the lane, using image capture technology (as opposed to a Transponder-Based Transaction/Trip).
Implementation Phase	The phase of the Project, which begins at the Effective Date and ends at System Acceptance, that includes but is not limited to, the BOS

Term	Definition
	Design, development, installation, pre-Go-Live testing, transition, data migration, Go-Live and Acceptance Testing.
Indemnitees	Parties identified in the Agreement to be indemnified by Contractor as further set forth in the Agreement.
Initial Term	Term of the Agreement, excluding any extensions thereto.
Insufficient Balance Threshold	Amount set by the Agencies at which the customer account is changed to invalid status and the transponder(s) is no longer accepted for toll payment.
Intellectual Property	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or services. Without limiting the generality of the foregoing, Intellectual Property includes Software, AGENCIES' Data, and information collected, stored, processed or analyzed.
Intellectual Property (IP) Materials	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or Services. Without limiting the generality of the foregoing, Intellectual Property includes Software, AGENCIES Data, and information collected, stored, processed or analyzed.
Interface	A software program that facilitates data exchange from one component of a system to another or between separate systems and is generally documented in an Interface control document (ICD).
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions/trips generated on an agency's roads by customers of the other agency or entity. Generally, requires that reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	Entities that have agreed to accept each other's transponders and/or license plates, to identify customers and settle payment. In the case of this Agreement, such entities will have entered into a reciprocity agreement which dictates the processes and payment policies, for example CTOC.
Investigative Review	Review of information provided by the motorist in dispute of a violation.
Jurisdiction (License Plate)	The governing entity, such as state or country that controls the issuing of a particular vehicle license plate and provides registered vehicle owner information.

Term	Definition
Key Team Personnel	Staff designated as “key” in in the Contractor performing the Work, subject to the Approvals and conditions set forth in the Agreement and the Scope of Work and Requirements.
License Plate Status File (LPSF)	List of license plates listed on valid customer accounts belonging to the Agencies and Interoperable Agencies created in accordance with the current version of the CTOC ICD.
Local Area Network	A computer network that interconnects computers within a limited area.
Lockbox	A service offered by a Third-Party Service Provider to companies in which the Lockbox company receives payments by mail and deposits them into the company's account and notifies the company of the deposit.
Lockbox Exceptions	Items received by the Lockbox that can't be posted to an account because of the absence of information or a discrepancy in the information required to automatically apply the payment. Lockbox Exceptions are researched and resolved by the Contractor.
Lockbox Service Provider	The Contractor may elect to use a Lockbox Service Provider to receive and process all mailed payments related to customer Accounts and violations.
Maintenance and Software Support Services	Services to be performed by Contractor related to the maintenance of the BOS Hardware and network and monitoring, support and administration of the Software.
Maintenance Plan	Contractor deliverable detailing the comprehensive maintenance approach.
Maintenance Services	The Maintenance and related services required to be furnished by the Contractor, pursuant to the Agreement documents. See Operations and Maintenance Phase.
Merchant Service Provider	The Third-Party Provider provided by the Contractor who provide the services of the payment processor and acquiring bank for Credit Card payments.
Module	A group of functions developed simultaneously for specific tasks, such as a reporting Module, a security Module or a maintenance Module.
Money Services Provider	A retail location that provides customers the ability to add funds to their account, pay invoices or Violation Notices or purchase a transponder.
Monthly Performance Scorecard	A component of the Performance Report which details the Contractor's operational performance as it relates to the weighted non-compliance points described in the Requirements.
National Change of Address (NCOA)	The NCOA Link Product is a secure dataset of permanent change-of-address (COA) records consisting of names and addresses of individuals, families and businesses who have filed a change of address with the USPS.
Near Field Communication	A set of communication protocols that enable two electronic devices to establish communication by bringing them within proximity of each other.
Notice	A formal communication addressing legal and Contractual matters, not applicable to daily Implementation and Operation and Maintenance Phase communications.

Term	Definition
Notice of Default	A Notice sent to the Contractor declaring an Event of Default.
Notice of Delinquent Toll Evasion Violation	A Notice that is sent to violator 30 days after Notice of Toll Evasion Violation and includes a late penalty.
Notice of Publication of Unclaimed Funds	Notice placed to advertise that unclaimed checks will be escheated to the State.
Notice of Termination	A Notice sent to Contractor initiating termination of the Agreement.
Notice of Toll Evasion Violation	Image-Based Transactions/Trips that do not post to a Registered account and are not paid within the specified period are considered violations. A Notice of Toll Evasion Violation is sent to violators and it will contain violations from only a single Agency as well as a fee amount and a penalty.
Notification(s)	Communication via all the methods supported by the BOS between the Agencies and customers, as set forth in the Requirements. Examples include statements, invoices, Violation Notices and letters to customers and violators.
Occupancy Declaration	The occupancy declaration that the driver makes when choosing between the HOV and non-HOV lanes at the 91 Express Lanes Toll Zones.
Occupancy Declaration Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which identifies vehicles which the ETTM System ODS has found problematic in properly verifying the occupancy, based on customer disputes or CSC Operations quality control.
Occupancy Detection System	ETTM System equipment which captures and analyzes an image of the passenger compartment to determine the number of occupants. This result is compared with the number of occupants declared by the customer.
Occupancy Setting	Setting on the FasTrak transponder to designate the number of occupants travelling in the vehicle for the purpose of identifying as a high occupancy vehicle (HOV).
Offeror	A firm that has submitted a Proposal for this RFP.
Operational Alert Notifications	Role-based Alert sent to the BOS operational personnel, notifying them of a BOS condition that requires their attention or an issue that they should be aware of.
Operational Readiness Demonstration	Demonstration conducted by the Contractor which will prove that the BOS and the CSC Operations are ready to Go-Live.
Operations and Maintenance Phase	The Phase beginning upon Go-Live through the end of the Agreement.
Operations Plan	The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.
Optical Character Recognition (OCR)	A Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and Jurisdiction from the image of the license plate.

Term	Definition
Option Term 1	First Agreement extension period executed at Agencies' sole discretion pursuant to Article 6, Term of Agreement.
Option Term 2	Second Agreement extension period executed at Agencies' sole discretion pursuant to Article 6, Term of Agreement.
Orange County Transportation Authority (OCTA)	The Orange County Transportation Authority owns and operates the segment of the 91 Express Lanes in Orange County and is one of the agencies responsible for this procurement and Agreement.
Party	Any signatory to this Agreement.
Payment Schedule	Milestone payments to be made for completed and Approved Deliverables and Submittals set forth in Exhibit H that constitutes Agencies' full payment obligations for the Implementation Phase.
Performance Management and Monitoring System (PMMS)	An automated, fully integrated system that monitors the status of operational equipment in real time, records equipment and process failures, notifies Maintenance personnel, generates and tracks work orders, maintains preventative Maintenance schedules, generates repair history, and maintains parts inventory and asset management.
Performance Measures	The metrics established in the Scope of Work and Requirements used for determining adherence to performance requirements.
Performance Report	A report to be developed monthly by the Contractor to include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance.
Personally Identifiable Information	Sensitive personal information as identified in the Security Standards and established by relevant applicable law, as further set forth in the Agreement and Scope of Work and Requirements.
Pervasive Defect	A failure determined by the Agencies to be recurring or repetitive as further set forth in Article 30, Defects/Failure.
Plan(s)	Contractor deliverable that identifies approach to a particular aspect of the Work submitted for Approval, including but not limited to Transition, Training, Project Management, Staffing, Maintenance, System Support, Disaster Recovery, and Business Continuity Plans.
Plate Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which contains license plate numbers that have been problematic for automated or manual image review and require special manual review and verification.
Plate Type	Categorization required by some states which issue license plates with the same number/letter combination for multiple plates, thereby making the plate type the only differentiator.
Point-of-Sale (POS)	Electronic terminal that allows processing of Credit Card payments at retail locations.
Positive Pay	A cash-management service employed to deter check fraud. A process by which checks issued by an entity are compared with those presented for payment. Any check considered to be potentially fraudulent is sent back to the issuer for examination.

Term	Definition
Post(ing)	The recording of a transaction/trip on an account in the BOS.
Posting Day	The day of Posting to an account.
Preliminary Implementation Schedule	The Project Implementation Schedule provided by Contractor and included in the executed Agreement, which will be updated, further detailed and submitted by Contractor for Approval following Effective Date, in accordance with Agreement Article 7, Time and Schedule/Completion Dates and Scope of Work and Requirements.
Preventative Maintenance	Repairs, cleaning, adjustments and replacements of components as necessary to maintain the BOS equipment in normal operating condition.
Price Proposal	Offeror pricing, provided in response to this RFP and in accordance with the instructions provided therein. Contractor Price Proposal will be included as an Exhibit in the executed Agreement.
Print/Mail Service Provider	Third-Party Service Provider provided by the Contractor that handles the printing and mailing of customer-related Notifications for the Agencies.
Processing Exception List	List of license plates and transponders used to identify transactions and images that require manual review and disposition prior to final processing due to known customer service and/or processing issues.
Project	The total Work set forth in the Scope of Work and Requirements and as further set forth and detailed in the Agreement.
Project Management Plan (PMP)	Deliverable used to guide project execution, management and control, as further detailed in the Scope of Work and Requirements.
Project Manager	The Contractor's duly authorized representative designated to manage the Contractor's performance of the work in accordance with the Agreement.
Proposal	The entire submission made by an Offeror as a part of this RFP. Contractor's entire submission in response to this RFP incorporated into to the Agreement.
Protected Plate	A license plate registered to a motorist affiliated with federal, state or local agencies and that are allowed to shield their addresses under the Confidential Records Program.
Pure Zero Emission Vehicle	A pure zero emission vehicle is a vehicle that emits no exhaust gas from the onboard source of power as determined by the California Air Resources Board.
Quality Assurance (QA)	A process which occurs after the final work product is complete, to ensure the work was completed as expected and required.
Quality Control (QC)	A process which occurs before a final product is produced or presented, to ensure the work product is accurate.
Quick Response Code (QRC)	A machine-readable matrix barcode used to provide access to information via mobile tagging using a smartphone device.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.

Term	Definition
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored after a disaster in order to avoid unacceptable consequences associated with a break in business continuity.
Refund Account	Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Agencies' Banking Services.
Region of Interest	A portion of an image that is filtered or used to perform some other operation on.
Registered	Registered is a term that applies to accounts that are proactively established by the customer and are typically associated with a valid transponder(s).
Registered Owner of Vehicle (ROV)	The party legally responsible for a vehicle at the time of the toll transaction in accordance with applicable state statutes and regulations.
Registered Owner of Vehicle (ROV) Lookup	The process of identifying the Registered Owner of Vehicle.
Registered Owner of Vehicle (ROV) Lookup Provider	Third-Party Service Provider provided by the Contractor that conducts out-of-state ROV Lookups.
Registration Hold	The ability to prevent a vehicle from being registered, by contacting CA DMV or out-of-state DMV and notifying them to place a hold on a vehicle's registration.
Rental Car Service Provider	Either a rental car agency or a separate company that facilitates the vehicle identification, transaction exchange and payment processing between the toll agency and the rental car agency.
Report on Compliance (ROC)	Form to be completed by Visa merchants undergoing a PCI DSS (Payment Card Industry Data Security Standard) audit. The ROC form is used to verify that the merchant being audited is compliant with the PCI DSS standard.
Requirement(s)	Each of the required work activities in numbered form that the Contractor shall perform, including but not limited to technical, functional, Project management, Operations and Maintenance and Performance.
Requirements Traceability Matrix (RTM)	The structured collection of information that summarizes the requirements of the Agreement submitted by the Contractor for Approval by the Agencies and that serves to track completion of design, development and testing.
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party contractors.
Retailer(s)	A retail location that sells the Agencies' transponders.
Revenue Day	The 24-hour toll collection day expressed from 00:00:00 a.m. to 11:59:59 p.m. in military time unless otherwise Approved during design. In PST.
Riverside County Transportation Commission (RCTC)	The Riverside County Transportation Commission owns and operates the segment of the 91 Express Lanes in Riverside County and is one of the agencies responsible for this procurement and Agreement.
Scope of Work and Requirements	The Agreement documents incorporated as Exhibits B, Joint Scope of Work and Requirements, Exhibit C, Authority- Only Scope of Work and

Term	Definition
	Requirements, and Exhibit D, Commission -Only Scope of Work and Requirements, that capture and define the Work activities, Submittals and Deliverables and performance that the Contractor must execute in performance of the Work. When reference is made to "Scope of Work and Requirements", it shall be assumed to include Exhibits B through D unless otherwise noted.
Secure File Transfer Protocol	Secure File Transfer Protocol (SFTP) is a secure version of File Transfer Protocol (FTP), which facilitates data access and data transfer.
Security Standards	Standards enumerated in the Requirements related to physical, data and personal security and privacy, under which the BOS shall be designed, maintained and operate; and the CSC shall operate.
Self-Service Mobile Application	The mobile application that allows customers to create and manage accounts or pay invoices through an application installed on their mobile device.
Self-Service Website	The public website that presents Agency-provided information and allows customers to create and manage accounts, including adding funds to an account or paying violations.
Services	All Contractor activities required by the Agreement. Also referred to as "Work".
Sites	Any location where Work on this Project is conducted or performed.
Skip Trace	The process by which alternative contact information is gathered for a customer for which the account-holder or DMV provided information is not sufficient.
Skip Trace Service Provider	Third-Party Service Provider provided by the Contractor that gathers alternate contact information for customers.
Software	All computer programs, media, procedures, rules and associated documentation pertaining to the control and operation of the data processing and data storage for the BOS. Software includes all associated features and functions described in the Statement of Work and requirements, including all Agreement Change Orders, updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes provided by the Contractor and which is made part of the BOS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all documentation.
Special Access Plan	Payment plan which provides free or discounted toll rates for three or more riders per vehicle, motorcycles, pure zero-emission vehicles, vehicles with disabled veteran or disabled person license plates.
SSAE-18	Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization.
Standard Plan	Account plan which requires a monthly fee and provides for discounts for a configurable number of transactions per month (Configurable) and offers a discount (Configurable) for each tolled trip taken on the 91 Express Lanes, with a capped discount (Configurable).
State	The State of California.

Term	Definition
Subcontractor	Any person, firm or corporation, other than the Contractor's employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the Services, whether directly or indirectly, on the Contractor's behalf and whether or not in privity with the Contractor.
Submittal	See "Deliverable".
Supplier	Any person, firm, or corporation who contracts to furnish materials, equipment, or supplies for incorporation in or in connection with the Services.
Surety	Provider of the Payment and Performance Bond under the Agreement.
Tax Intercept	Violation debt, in Collections, can be placed with the California Franchise Tax Board (FTB). The FTB's program called the Interagency Intercept Collection (IIC) Program intercepts (offsets) refunds when individuals have delinquent debts owed to government agencies and California colleges. The Collection Agency administers this program on behalf of the Agencies.
Term	Length of the Agreement as set forth in Article 6, Term of Agreement, including the Initial Term and any extensions executed thereto.
Third-Party Service Providers and Business Partners	Entities which have a relationship with the Agencies and the Contractor to perform work and/or request that work be performed, such as collection companies.
Title 21	California Code of Regulation that provides the requirements for open compatibility specifications for a two-way communications protocol for automatic vehicle identification (AVI) including an initial set of Transaction Record Type codes mandated for statewide electronic toll collection use.
Toll Facility	The OCTA 91 Toll Facility or the separate RCTC 91 Toll Facility.
Toll Rate Changeable Message Sign (CMS)	The signs installed before all entrances to the Express Lanes that display the rate information and variable text.
Toll Zone	The area which vehicles pass through, where information from automatic vehicle detection, license plate image capture, and automatic vehicle identification is captured and is used to create a transaction/trip.
Transaction/Trip Date and Time	The date and time the vehicle crosses through each Toll Zone.
Transaction/Trip Entry Date and Time	The date and time the vehicle entered a segment of the Express Lane.
Transition Plan	The Plan to transition the current OCTA and RCTC system and CSC operations to the BOS and Contractor managed CSC Operations, in accordance with the Requirements.
Transponder Status List (TSL)	List of valid transponders belonging to the Agencies and Interoperable Agencies created in accordance with the current version of the CTOC ICD.
Transponder-Based Transactions/Trips	A transaction/trip that is originated in the lane using transponder technology (as opposed to an Image-Based Transaction/Trip).

Term	Definition
Unavailable	A Key Team Personnel member 's absence or inability to perform the Work that meets the conditions set forth in Agreement Article 5, Contractor's Personnel.
Uniform Resource Locator (URL)	The address of a web page.
United States Postal Service (USPS) Coding Accuracy Support System (CASS™)	A certification offered by the USPS to all mailers and software vendors to evaluate the quality of their address-matching software and improve the accuracy of their ZIP+4, carrier route, and five-digit coding.
United States Postal Service (USPS) Intelligent Mail Barcode	A 65-bar barcode applied to mail in the United States for tracking mail pieces.
Unregistered	Applies to accounts that are created using the information provided by the DMV, Registered Owner Lookup Provider or Affidavit of Non-Liability. May include more than one vehicle if the owner information is an exact match.
Update	Generally, refers to a patch released for existing Software to fix any existing bugs, errors, or security issues; can also provide support for new Hardware, as well as performance tuning. Updates are to be performed as a part of Operations and Maintenance at no additional cost to the Agencies in accordance with of the Agreement, including Article 28, Warranties.
Upgrade	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues. Upgrades are to be performed as a part of Operations and Maintenance at no additional cost to the Agencies in accordance with the Agreement, including Article 28, Warranties.
Violation	A Transaction which occurs when the vehicle was not registered to a valid FasTrak account and did not have a valid Transponder. Non-compliance with the Business Rules regarding toll payment generates a Violation Notice.
Violation Notice	The notification sent to a violator as determined by the Business Rules and Approved design, in accordance with applicable laws, rules and regulations. Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation, are collectively referred to as Violation Notice(s).
Waiver Form	Formal submittal by Contractor requesting a performance deficiency be excluded from the non-performance calculation.
Walk-in Center (WIC)	Physical location which will provide in-person customer service (including transponder fulfilment, account replenishment, violation payment or account management).
Wide Areas Network	Telecommunications network or computer network that extends over a large geographical distance/place.
Work	All Contractor activities required by this Agreement.
Work Directive	Directive from the Agencies to perform or proceed with Work in accordance with Agreement Article 16, Changes.

Term	Definition
Write-Off	A cancellation of a customer balance due as a result of a debt being deemed uncollectible or unworthy of pursuit. Items are eligible for Write-Off based on criteria and eligibility to be determined by the Agencies.

Acronyms

The following Acronyms shall have the following meanings:

Acronym	Meaning
ACH	Automated Clearing House
ACK	Acknowledgement
AD	Active Directory
ADA	Americans with Disabilities Act
AVI	Automatic Vehicle Identification
BCP	Business Continuity Plan
BOS	Back Office System
CAD	Computer Aided Design
Caltrans	California Department of Transportation
CCB	Change Control Board
CCTV	Closed-Circuit Television Camera
CDRL	Contract Deliverables Requirements List
COTS	Commercial Off-the-Shelf
CPA	Certified Public Accountant
CRF	Customer Review Form
CSC	Customer Service Center
CSR	Customer Service Representative
CSWRD	Conformed Statement of Work Requirements Document
CTOC	California Toll Operators Committee
DMV	Department of Motor Vehicles
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EEOC	Equal Employment Opportunity Commission
EMV	Europay, MasterCard and Visa,

Acronym	Meaning
ETL	Extract, Transform and Load
ETTM	Electronic Toll and Traffic Management
FFCRA	Federal Fair Credit Reporting Act
FIFO	First in First Out
FTP	File Transfer Protocol
GAAP	General Accepted Accounting Principles
GASB	Government Accounting Standards Board
GUI	Graphical User Interface
HOV	High Occupancy Vehicle
HTML	HyperText Markup Language
HTTPS	Hypertext Transfer Protocol Secure
ICD	Interface Control Document
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IOP	Interoperability
IP	Intellectual Property
IP	Internet Protocol
IRS	Internal Revenue Service
ISA	Internal Security Assessor
ISO	International Standards Organization
I-Toll	Image Toll
IT	Information Technology
ITS	Intelligent Transportation Systems
IVR	Interactive Voice Response
LAN	Local Area Network
LOS	Level of Service
MS	Microsoft
MSP	Merchant Services Provider
NACK	Negative Acknowledgement
NCOA	National Change of Address

Acronym	Meaning
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NTP	Notice to Proceed
OCR	Optical Character Recognition
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PCI	Payment Card Industry
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMMS	Performance Management and Monitoring System
PMP	Project Management Plan
POS	Point-of-Sale
PZEV	Pure Zero Emission Vehicle
QA	Quality Assurance
QC	Quality Control
QSA	Qualified Security Assessor
RCTC	Riverside County Transportation Commission
RDBMS	Relational Database Management System
RFP	Request for Proposal
RMA	Return Merchandise Authorization
ROC	Report on Compliance
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RPO	Recovery Point Objective
RSS	Roadway Support System
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective

Acronym	Meaning
SDDD	System Detailed Design Document
SFTP	Secure File Transfer Protocol
SME	Subject Matter Expert
SMS	Short Message Service
SOW	Scope of Work
SSAE-18	Statement on Standards for Attestation Engagements No. 18
TSL	Transponder Status List
UPS	Uninterruptible Power Source
URL	Uniform Resource Locator
USPS	United States Postal Service
WAN	Wide Area Network
WBS	Work Breakdown Structure
WIC	Walk-in Center
XML	Extensible Markup Language

EXHIBIT B: JOINT SCOPE OF WORK AND REQUIRMENTS

Exhibit B

Joint Scope of Services

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1. INTRODUCTION

The Orange County Transportation Authority (“OCTA”) and the Riverside County Transportation Commission (“RCTC”), together “the Agencies,” operate Express Lanes on SR 91 which run through both counties. The Express Lanes Back Office System (BOS) and Customer Service Center (CSC) Operations Project (Project) is for the implementation, operations and maintenance of a new BOS and CSC Operations for the 91 Express Lanes. This Scope of Work includes the Project’s technical requirements to be performed by the toll systems integrator (Contractor).

An existing Back Office System (BOS) and Customer Service Center (CSC) Operations Agreement, which ends June 2021, supports the 91 Express Lanes via a single system and operations approach for both OCTA and RCTC, and is managed by the Existing BOS and CSC Provider. This procurement will replace the existing system, maintenance and operations. To minimize disruption to the current toll operations, close coordination and transition planning will be required to limit disruption.

Likewise, Kapsch TrafficCom USA is separately contracted, but serves as the Electronic Toll and Traffic Management (ETTM) Systems contractor for both OCTA and RCTC on the 91 Express Lanes. The ETTM System will provide fully formed Transponder and Image-Based Trips to the BOS. Substantial testing and both technical and operational coordination will be required throughout the Term of the Agreement.

The Corona CSC building will serve as the main facility for the Contractor’s direct customer service staff and CSC Operations, as well as the location of one of the 91 Express Lane’s customer walk-in centers (WICs). The Anaheim Processing Center provides space for the Contractor’s administrative staff, data center and traffic operations center. A second WIC is located at the existing OCTA Store, which is adjacent to OCTA offices in the City of Orange and will be staffed by OCTA employees, but operationally serviced by the Contractor.

All definitions and acronyms for this Scope of Work and Requirements are included as Exhibit A.

The Requirements are numbered to track Contractual obligations and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate the intent and scope of the requirement. During design the naming and number of items and fields will vary; however, all items and fields shall be addressed by the BOS unless the Contractor is formally relieved of the requirement by the Agencies.

1.1. Project Timing

Related tolling projects and timing include:

- The existing OCTA and RCTC BOS and CSC Operations Agreement ends in June 2021 and the new BOS the CSC Operations shall be fully implemented prior to that date.
- RCTC has selected Kapsch TrafficCom USA to provide the replacement RCTC 91 ETTM System. That replacement is anticipated to be completed prior to the release of this RFP.
- OCTA has selected Kapsch TrafficCom USA to provide the replacement OCTA 91 ETTM System. That replacement is anticipated to be completed prior to Go-Live of the Contractor’s BOS and CSC Operations.

1.2. 91 Express Lanes

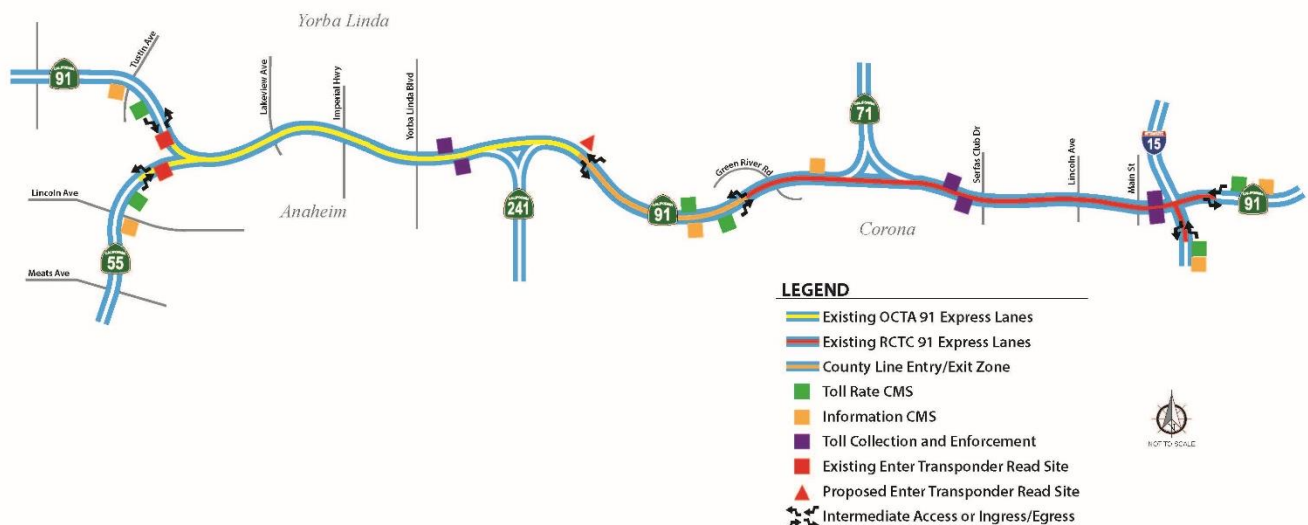
The 91 Express Lanes facility is a four-lane, 18-mile tolled facility built in the median of California's Riverside Freeway (SR-91) between the Costa Mesa Freeway (SR-55) in Anaheim and Interstate 15 (I-15) interchange in Riverside to serve the booming population traveling between Inland Empire and Orange County, see Figure 1. The OCTA 91 Express Lanes were built in 1995 and the RCTC 91 Express Lanes recently opened in 2017.

The 91 Express Lanes use congestion management pricing to adjust tolls quarterly based on the number of vehicles. Motorists pay tolls through the use of a convenient FasTrak® transponder that automatically deducts the toll amount from a prepaid account. Motorists can use a FasTrak® transponder issued by any of the California toll operators or obtain one by opening an account through the 91 Express Lanes CSC.

Account holders in a vehicle with three or more people and other special customer classifications travel toll free except during peak times when, carpools of three or more receive a 50% discount on the posted toll. Eligible carpoolers (3+) with a transponder-equipped vehicle must drive in the dedicated HOV 3+ lane when approaching the toll gantries in each section of the Express Lanes (Orange County and Riverside County) to receive the discount.

Figure 1-1: 91 Express Lanes Conceptual Tolling Layout identifies the entry/exit and Toll Zone locations for the 91 Express Lanes.

Figure 1-1. 91 Express Lanes Tolling Layout



1.3. Back Office Systems and CSC Operations Statement of Work

In this Request for Proposals (RFP), the Agencies are requesting written technical and Price Proposals from qualified Proposing Contractors ("Offerors") interested in providing BOS and CSC Operations. The Project includes the design, development, testing, installation, operations and

maintenance of a complete and integrated BOS and CSC Operations that meets the needs of OCTA and RCTC Express Lanes as specified in the Statement of Work and Requirements.

The BOS functionality which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- Account management;
- Self-Service Website;
- Self-Service Mobile Application;
- Customer communications and Notifications;
- Case management;
- Payment processing;
- Transponder inventory management;
- Financial management, reconciliation and settlement;
- Initial CSC-based collections;
- Collections Placements;
- Printing and mailing;
- Violation processing;
- Vehicle Registration Hold processing;
- Post-contact customer satisfaction surveys;
- Searches and reporting;
- Data warehouse;
- BOS and CSC performance monitoring and reporting;
- Interfaces to all Third-Party Service Providers and Business Partners and
- Interface monitoring and reconciliation;

BOS Hardware, systems and services which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- BOS production environment;
- Multiple supporting computing environments;
- Desktop Environments;
- CSC equipment;
- Customer contact systems;
- Automatic Call Distribution (ACD), Interactive Voice Response (IVR) and telephony systems;
- Network equipment;
- Network and systems monitoring systems;
- Data center and other identified equipment;
- Disaster Recovery (DR) and Business Continuity systems and
- Training systems.

Third-Party Services which shall be provided and managed by the Contractor include but are not limited to the following:

- Collections Agencies two (2);
- Registered Owner Identification (ROV) Lookup Service Provider;
- Print/Mail House Provider (optional at Contractor's discretion);
- Lockbox Service Provider (optional at Contractor's discretion);
- Customer Satisfaction Survey Provider Subcontractor;
- Payment Card Industry (PCI) Qualified Security Assessor Services (or qualified Internal Security Assessor (ISA));

-
- Merchant Service Providers two (2);
 - Certified Disposal Service Provider;
 - Armored Car Service Provider and
 - Off-Site Data Storage Provider.

1.3.1. Contractor Implementation Phase Responsibilities

During the BOS and CSC Operations Implementation Phase (from Notice to Proceed until Go-Live of the BOS and CSC Operations) the Contractor shall be responsible for the following, including but not limited to:

- Staffing of all BOS support, CSC Operations and TOC personnel;
- Operational planning and transition of the existing operations;
- BOS implementation and testing;
- Facilitation and participation in meetings and coordination with the Agencies, the ETMM Systems Contractors and the Existing BOS and CSC Operations Contractor and existing and new Third-Party Service Providers and Business Partners;
- Existing and New Third-Party Service Providers and Business Partners Transition Services;
- Contractor required additional build-out/fit-out of the Agency-provided facilities;
- Provision of all additional Contractor required furniture and furnishing required for the CSCs;
- Provision of all required CSC office equipment;
- Development of all plans and documentation described herein;
- Development of all CSC standard operational procedures (SOPs);
- Compliance with all Security Standards;
- Compliance with all Approved plans;
- Development of all training material;
- Conducting training of all Contractor and Agencies' staff;
- Learning and adhering to the Agencies' processes, procedures, Business Rules and policies relative to Express Lanes operations and financial administration;
- Establishing direct processor agreements with California and Arizona DMVs;
- Demonstration of operational readiness and
- Numerous other coordination, planning and preparation activities.

1.3.2. Contractor Operations and Maintenance Phase Services

After commencement of the Agencies' CSC Operations (the "Operations and Maintenance Phase"), the Contractor's Operational responsibilities include but are not limited to:

- Operational activities related to the functional use of the BOS:
 - Account establishment, maintenance and closures;
 - TOC management, monitoring and communication;
 - Customer service, including violation-related activities, via phone, mail, email, fax, text messaging, chat and in-person;
 - Provision of customer support for problems with customer interfaces;
 - Payment and refund processing;
 - Credit Card processing, including authorizations, refunds and reconciliation;
 - Production of all customer Notifications;
 - Inbound and outbound mail processing;
 - Return mail processing;
 - Violation payment processing;

-
- Case creations and management;
 - Document imaging of incoming work (such as, customer communications) and outgoing work (such as, scanning checks before deposit);
 - Use of skip tracing services to acquire updated mailing addresses;
 - Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;
 - Customer dispute processing;
 - Coordination and support with resolution of disputed tolls and other issues with Interoperable Agencies;
 - Initial CSC-based collections;
 - Coordination with Collection Agency pursuing payment of debts owed by individuals or businesses, including payment processing and reporting;
 - Coordination with the DMV(s) for registration suspensions and/or holds, as well as releases once tolls, fees, and other charges are paid;
 - California Franchise Tax Board Tax Intercept support;
 - Bankruptcy support and associated account updates;
 - Investigative Review and Hearing support;
 - Financial management and reporting separately for the Agencies;
 - Reporting for CTOC and the Western Regional Hub;
 - All transaction and financial reconciliation activities separately for the Agencies;
 - All interface reconciliation activities;
 - Compliance with all Security Standards;
 - BOS performance management and reporting;
 - CSC staff and process performance monitoring and reporting;
 - Adding/removing/modifying users in the BOS and modifying the user-configurable elements of the telephony system such as call queue routing and message on-hold selections and
 - Toll adjustment implementation.
- Operational activities not directly related to functional use of the BOS:
 - Complete BOS Operations and Maintenance and monitoring off all processes and interfaces;
 - Complete network and systems security monitoring and resolution of issues;
 - Compliance with all Security Standards;
 - Complete PCI compliance, monitoring and resolution of issues;
 - Disaster Recovery (DR) and Business Continuity management;
 - Compete BOS Software Maintenance and Support;
 - Enhancement and upgrades to the BOS per the Requirements;
 - Enhancements to the BOS at Agencies' direction;
 - Onsite technical support for Contractor's staff and Agencies' staff;
 - Monitoring and optimization of Registered Owner of Vehicle (ROV) identification processes;
 - Monitoring of incoming and outgoing mail services, including address correction and update;
 - CSC and WIC customer service staffing and operational management;
 - CSC Work processing and management;
 - CSC and WIC facility maintenance not covered by the Agencies (e.g. plant care, plumbing);

-
- On-going recruitment and management of the personnel required to operate the CSC and meet the Requirements of this Agreement;
 - On-going training of all Contractor staff and Agencies' staff;
 - Administration of Agency-provided building security and access systems;
 - Physical security of the operations facilities, funds, personnel, and equipment;
 - Payment Card Industry Data Security Standards (PCI DSS) compliance
 - Provision of audit(s) performed by an independent Qualified Security Assessor (or qualified Internal Security Assessor (ISA);
 - Compliance with all National Automated Clearing House Association (NACHA) requirements;
 - Support for the Agencies' audits of BOS and CSC Operations;
 - Management of Customer Satisfaction Survey information;
 - Production and distribution of customer materials;
 - Distribution of transponders, Velcro;
 - Distribution of non-BOS generated customer notifications by mail;
 - Annual SSAE 18 Type II performed by independent auditor;
 - Paper document storage and destruction and records management;
 - Quality Control (QC) and Quality Assurance (QA) activities for the CSC;
 - Quality review of BOS-generated notifications;
 - Quality review of occupancy processing using the ETTM System-provided tool;
 - Quality review of image processing using the ETTM System-provided tool;
 - Assist with internal/external audits;
 - Assist with data collections/analysis stemming from litigation and
 - Assist with insurance/risk management activities.

1.4. Phase II Services

The following services shall be included in Phase II of the Work which will commence after the BOS Acceptance. Optional items are at Agencies discretion to implement.

- Self-Service Mobile Application (optional);
- data warehouse (optional);
- data analytics/business intelligence (optional) and
- Collection Agencies direct access to BOS.

1.5. Future Functionality

The following functionality shall not be assumed for the base Agreement, but should be considered as potential future functionality:

- Occupancy Detection System (ODS) Integration;
- Integration with Money Service Provider;
- Customer invoicing prior to the violation process and
- Adherence to national Interoperability.

1.6. Services Not Included

The services procured under this Agreement ***does not*** include:

-
- ETTM Systems;
 - Trip building;
 - Image review services for the purpose of trip building (QA/QC reviews are required) and
 - Provision of Retail Transponder Distribution Provider.

1.7. Pass Through Costs

The following items and Services shall be provided by the Contractor, with costs directly passed through to the Agencies:

- TBD

Exhibit B

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1. PROJECT MANAGEMENT INTRODUCTION

1.1. Project Management and Control

The Project is divided into two overlapping phases: The Implementation Phase (from Notice to Proceed until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).

1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Agencies' operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Agency policies. All Plans and procedures prepared by the Contractor shall be Approved by the Agencies, as set forth in these Requirements.

1.2. Project Management Plan (PMP)

The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Agencies to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements

The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Agencies, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.

3	The PMP shall include, but is not limited to:
	• Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);
	• a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;
	• a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Agencies;
	• approach to issue management, including communication, escalation and resolution of Project issues with the Agencies;
	• approach to communication management, including meeting schedules and team meetings;

	<ul style="list-style-type: none"> the format of the Implementation Phase monthly progress report; inclusion of the Approved Baseline Implementation Schedule; a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance; approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management; process for resolution if a change request scope and cost proposal is rejected by the Agencies; approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Agencies shall have the capability to download documents using this Software); approach to risk management, including communication, escalation and resolution of Project risks with the Agencies; approach to Quality Assurance and Quality Control; approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner; approach to procurement management which adheres to the Agencies' policies; approach to operational readiness including a Go-Live check list; documenting the invoice submission; invoice backup information; verification, and Approval process; a section with all Approved Project forms; approach to Project closeout and an emergency contact list.
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Agencies contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.
5	The Contractor shall develop and submit the PMP to the Agencies within 10 Business Days of the Agreement's Effective Date for review and Approval.
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.

7	The Contractor shall develop and submit communications procedures to the Agencies for review and Approval that address the following, including but not limited to:
	<ul style="list-style-type: none"> Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number;
	<ul style="list-style-type: none"> Document control – tracking of document versions and changes;
	<ul style="list-style-type: none"> Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Agencies processes and invoicing and auditing policies. The Contractor shall work with the Agencies to develop the appropriate invoice and back-up materials as a part of the PMP development. The Contractor shall submit multiple invoices, with costs and any applicable Liquidated Damages divided by Agency based on the Price Proposal and Agencies direction. Contractor shall address costs that are netted out from the Contractors toll revenue payment to the Agencies, for example credit card fees and collections fees. Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.

1.3. Coordination

1.3.1. Coordination with ETTM System Contractors

The Contractor shall work with the ETTM System Contractors in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractors are responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractors and the Agencies, and for cooperating with the ETTM System Contractors to resolve the issues as expeditiously as possible.

8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractors via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractors.
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractors based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractors within a time period agreed-to in the Operations Plan.
10	The Contractor shall notify the Agencies of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Agencies.
11	The Contractor shall participate in Coordination and Status meetings with the Agencies and the ETTM System Contractors as further described in Section 1.3.2.

12	The Contractor shall participate in other meetings with the Agencies and the ETTM System Contractors as further described in Section 1.3.2.
----	---

1.3.2. Cooperation with Other Contractors and Providers

13	The Contractor shall cooperate to the fullest extent with other contractors, the Agencies, and Third-Party Service Providers and Business Partners to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with or cause any interruption in capability or service or safety issues to the traveling public, customers, the Agencies, or existing operations.
14	<p>The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:</p> <ul style="list-style-type: none"> • employees of the Agencies; • designated representatives of the Agencies; • Agency legal counsel; • other Interoperable agencies, states and parties, as directed by the Agencies; • all entities that directly access the BOS; • all entities that use or require output from the BOS; • law enforcement; • auditors and • All Third-Party Service Providers and Business Partners.
15	The Contractor shall cooperate with and immediately notify the Agencies (via Agency - provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System in the Agencies' Express Lanes that come to Contractor's attention during the course of Implementation, testing or during the Maintenance and Operations Phase.
16	Within 30 days of the Agreement's Effective Date, the Contractor shall invite and facilitate the Existing BOS and CSC Operations Contractor's participation in the coordination meeting(s) for the discussion and resolution of all operational transition items.

1.4. Project Meetings

The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.

17	<p>The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:</p> <ul style="list-style-type: none"> • Project reporting and progress meeting (monthly);
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	<ul style="list-style-type: none"> • Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan);
	<ul style="list-style-type: none"> • installation coordination meetings (weekly during specific Implementation Phase timeframe); and
	<ul style="list-style-type: none"> • Various workshops, comment review and BOS Design meetings as required.
18	The Contractor shall set up, facilitate and participate in meetings during the Maintenance and Operations Phase, including but not limited to:
	<ul style="list-style-type: none"> • Weekly project status meetings;
	<ul style="list-style-type: none"> • Ad-hoc meetings (as needed);
	<ul style="list-style-type: none"> • Change Control Board meetings (as needed);
	<ul style="list-style-type: none"> • CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);
	<ul style="list-style-type: none"> • BOS performance review and operational status meetings (to include review of Performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates); and
	<ul style="list-style-type: none"> • Maintenance and Operations Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.
19	The Contractor shall provide and maintain a schedule for all meetings which it leads.
20	All meeting locations shall be designated by the Agencies.
21	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Agencies can comment on and the Contractor shall then update.
22	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Agencies' review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Agencies' comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Agencies' review. This process shall continue until the meeting minutes are Approved.

1.4.1. Project Reporting and Progress Meetings During Implementation Phase

Bi-weekly Project reports and progress meetings shall enable the Agencies and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.

23	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.
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24	With the meeting agenda submission, the Contractor shall submit a progress report to the Agencies. The Agencies may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.
25	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.
26	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.
27	<p>The progress report includes but is not limited to:</p> <ul style="list-style-type: none"> • a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones; • an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project; • identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Modification; • a discussion of Schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule; • a risk log that tracks the status of all outstanding risks that need decision/resolution; • an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution; • open invoices, if applicable; • a list of Approved and pending change requests (Contractor and Agency-initiated) and their status; • the previous meeting final minutes and • a six (6) week look-ahead schedule.

1.5. Quality Assurance Program

The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.

28	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.
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29	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.
30	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.
31	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.
32	The Contractor shall make evidence of quality conformance readily available to the Agencies, and the Agencies shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.
33	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Agencies that the Work of the Contractor is in accordance with the Quality Plan as defined in section 4.2.1.

1.5.1. Control of Purchase

34	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers and Business Partners conform to the Requirements and the Agreement.
35	The Contractor shall establish procedures for the selection of Third-Party Service Providers and Business Partners in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers and Business Partners control the quality of the supplies and services provided.
36	The Contractor shall provide all procurement documents to the Agencies upon request.

1.5.2. Visits to Contractor's Facilities

37	The Agencies reserve the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.
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1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)

The Approved Baseline Implementation Schedule is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.

38	<p>The Contractor shall provide and maintain a detailed Implementation Phase Project Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Agencies) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:</p> <ul style="list-style-type: none"> • staffing; • key intersection points/dependencies with the Existing BOS and CSC Operations Contractor; • key intersection points/dependencies with the ETTM System Contractors; • document development; • any required improvements to data center, CSC and WIC Sites; • fit-out/installation (including communications infrastructure installation) of data center, CSC and WIC facilities (including CSCs); • training; • migration and transition; • BOS and operations Go-Live and • all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.
39	The Project Schedule shall adhere to the milestone dates shown in Exhibit X.
40	The Project Schedule shall also include coordination activities with the Agencies and all third parties including but not limited to the Existing BOS and CSC Operations Contractor, and Third-Party Service Providers and Business Partners, and shall in addition clearly document all coordination tasks.
41	Upon Approval of the Project Schedule by the Agencies the schedule shall become the Approved Baseline Project Schedule.
42	The Project Schedule shall identify all milestones and tasks, starting with the Agreement's Effective Date through the BOS Acceptance.
43	The Project Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Agencies. All Agencies tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.
44	The Project Schedule shall identify all critical path tasks and shall be used to manage the Project.
45	Once the Baseline Project Schedule is Approved, the Contractor shall update progress against the Approved Baseline Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Schedule.

46	The Contractor shall use the Approved Baseline Project Schedule throughout the duration of the Project and shall notify the Agencies of any anticipated schedule changes along with a plan for mitigating them, if applicable.
47	The Contractor shall obtain Approval from the Agencies for all changes to the Approved Baseline Project Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.
48	In parallel and concurrent with the Project Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.

2. STAFFING AND KEY TEAM PERSONNEL

The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.

2.1. General Staffing Requirements

49	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.
50	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.
51	The Contractor shall ensure Key Team Personnel are readily accessible to the Agencies during the Implementation and Operations and Maintenance Phases.
52	The Contractor shall submit replacement requests for Key Team Personnel to the Agencies for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Agencies as to the replacement.
53	The Agencies shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.
54	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.
55	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase 90 days before Go-Live.
56	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.
57	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Agencies upon request.

2.2. Key Personnel

58	The Contractor shall provide the following key personnel for this Project, shown Table 2-1: Key Personnel, subject to the Approval of the Agencies. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.
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59	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Agencies will use the experience levels provided in assessing and Approving Key Team Personnel.
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Table 2-1: Key Personnel

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Principal – responsible for the oversight of the Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Project Manager.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Full-time employee of the Proposer or its parent company for at least two (2) years at the time of Proposal submission • Ten (10) years’ experience in the toll industry • Five (5) years of senior management responsibility for major toll projects • Senior management responsibility for at least one (1) project of \$25 million or more in value 	X	X	As requested by the Agencies	As Needed from the Agreement’s Effective Date
<p>Project Manager (Implementation Phase) – shall be Contractor’s Day-to-Day contact person for all Project matters and shall be responsible for the overall management and delivery of the Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as a Project Manager in the toll industry or other related customer service operations environment • Project Manager for at least one (1) Tolling Back Office System Deployment • Project Manager for at least one (1) project of \$10 million or more in value • Project management certification such as PMP is desired 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from Agreement’s Effective Date

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Manager (Operations and Maintenance Phase) – shall be Contractor’s Day-to-Day contact person for all CSC Operations matters and shall be responsible for the overall management and delivery of the CSC-related Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling CSC Operation • Project Manager for at least one (1) project of \$10 million or more annually 		X	<p>For all status meetings, workshops and reviews relative to transition</p> <p>100% on-site from six months prior to Go-Live to End of Agreement</p>	100%
<p>Deputy Project Manager – supports the Project Manager in delivery of the services and stands-in for the Project Manager as needed.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Three (3) years’ experience in the toll industry or other related customer service operations environment • Three (3) years’ experience in project management 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from the Agreement’s Effective Date
<p>Quality Assurance Manager – assures consistent quality throughout the design, development, testing and installation of the BOS and the planning and implementation of the CSC Operations per the Quality Assurance plan. Ensures consistent quality during the Operations and Maintenance Phase per the Quality Assurance plan. Oversees development, implementation</p>	X		<p>For all QA related meetings and workshops and activities.</p> <p>For all formal testing and from Go-Live through BOS Acceptance.</p>	50%

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>and ongoing management of the Quality Assurance Plan and all other quality related documentation.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years as Quality Assurance Manager on projects of a similar scope to the services on this Project • Three (3) years of experience in toll BOS and CSC operations • Two (2) years of experience in Quality Assurance • Specialized training and/or certification in quality management 		X	100%	100%
<p>Software Development Manager – responsible for the Software and database design, integration and implementation, on-going resolution of Software bugs and development of new functionality.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Experience with technical management of a Software development project of a similar scope to this Project • Three (3) years' experience as Software development lead • Eight (8) years' experience in Software development • Served as the Software Development Manager for at least one (1) project of similar scope to the BOS provided on this Project. 	X		<p>For all Software and functionally related meetings and workshops.</p> <p>All formal testing through BOS Acceptance.</p>	100%
		X	<p>For all Software-related functionality, upgrades and enhancements meetings and workshops.</p> <p>For all Software performance and bug related meetings.</p>	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Technology Manager – responsible for management of overall BOS design, security (including PCI and PII), network and BOS Implementation.</p> <ul style="list-style-type: none"> Ten (10) years’ experience with system design and implementation Ten (10) years’ experience with systems security for systems which include credit card processing Direct project experience using the proposed solution Experience with BOS design and implementation of a similar scope to the systems provided on this Project 	X		<p>For all BOS design related meetings and workshops and comment resolution meetings.</p> <p>From Go-Live through BOS Acceptance.</p>	50%
		X	<p>For all BOS-related functionality, Upgrades and enhancements meetings and workshops.</p> <p>For all BOS performance related meetings.</p>	As required
<p>Data Migration Manager – responsible for the overall planning, implementation and monitoring of the data migration and transition from the existing BOS to the new BOS.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Five (5) years’ experience with database administration and/or design Has performed similar role in at least two (2) data migrations from an existing BOS to the proposed BOS 	X		<p>For all data migration related meetings and workshops and comment resolution meetings</p>	100% during data migration testing and through complete data migration and Go-Live until BOS is stable

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
On-site Installation Manager – responsible for the physical installation and all required testing of the on-site BOS, including all systems installed in Agencies’ facilities. Should meet or exceed the following: <ul style="list-style-type: none"> • Five (5) years’ experience with technology implementations and installations • Experience with the installation and configuration of systems and networks of a similar scope to the systems provided on this Project 	X		For all BOS installation meetings and workshops	100% during installation and through Go-Live until BOS is stable
On-site Technology and Support Manager – responsible for onsite technical and desktop support of CSC, Agencies and Third-Party Service Providers staff. Responsible for Should meet or exceed the following: <ul style="list-style-type: none"> • Five (5) years’ experience with systems, networks and end-user support • Experience with proposed BOS solution 	X		For all BOS support and administration meetings and workshops. 100% from beginning of on-site BOS installation through Go-Live	As required
		X	100%	100%
CSC Operations Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase. Should meet or exceed the following:	X		For all CSC Operations related meetings and workshops. 100% from a minimum of three (3) months prior to Go-Live	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<ul style="list-style-type: none"> Five (5) years' experience with CSC management of a similar scope to this Project Three (3) years' experience in toll industry customer service Three (3) years experience in collections Experience with multi-channel customer contact center and systems 		X	100%	100%
<p>Finance Manager - ensures the BOS and CSC Operations operates in accordance with Generally Accepted Accounting Principles (GAAP) – shall be a Certified Public Accountant (CPA)</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Bachelor's degree in accounting or related field Five (5) years of financial and accounting experience, including management or leadership position (e.g. Accounting Manager, Sr. Accountant, Accounting Lead) overseeing accounting operations in a GAAP compliant, high-volume, transaction/trip processing environment performing revenue management, process audits and similar functions Experience with proposed BOS solution preferred Ability to package and present quantitative data effectively 	X		<p>For all finance and reconciliation related meetings and workshops.</p> <p>For all formal testing of transitional and financial reconciliation and reporting.</p> <p>100% from Go-Live through BOS Acceptance.</p>	As required
		X	100%	100%

2.3. Other Required Personnel

In addition to the Key Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:

- Human Resources Manager;
- Training Manager;
- Transition Manager;
- Desktop Support Personnel;
- Data Analyst and
- Traffic Operations Center (TOC) staffing.

60	The Contractor shall provide a Human Resources Manager, with at least five (5) years experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel and the transition of any existing staff. Responsible for human resources management during the Operations and Maintenance Phase.
61	The Contractor shall provide a Training Manager, with at least five (5) years experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.
62	The Contractor shall provide a Transition Manager who shall lead the Contractor's staff in planning and implementing the activities required for the transition.
63	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Agency Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
64	The Contractor shall provide a data analytics specialist for the duration of the Agreement to assist the Agencies in formatting queries and running analytics reports on their behalf.
65	The Contractor shall provide TOC labor consisting of two (2) TOC operators located onsite at the Anaheim Processing Center/CSC - 24 hours per day and 365 days per year.

2.4. Staff Selection Requirements

The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's Operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.

If the Existing BOS and CSC Operations Contractor is not selected, the Agencies encourage the new Contractor to consider the Existing BOS and CSC Operations Contractor's staff for employment with the new Contractor. The Contractor is encouraged to coordinate with the Existing BOS and CSC Operations Contractor to ensure that there is not adverse impact on the current operations and that a mutually agreed to plan is put in place for the screening and transition process.

The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level

of investigation than a clerk in the finance department who may have access to customer and financial information).

66	All Contractor employees shall undergo screening, including but is not limited to:
	• business/personal references;
	• illegal substance screening;
	• past employment history;
	• education verification;
	• financial credit history;
	• professional license and certification verification;
	• military service verification;
	• criminal records including misdemeanor and felony convictions and
	• I-9 immigration status.
67	The Contractor shall comply with all applicable laws and regulations related to Operating and staffing the CSC, including but not limited to:
	• Americans with Disabilities Act (ADA);
	• Occupational Safety and Health Act (OSHA);
	• Equal Employment Opportunity Commission (EEOC);
	• Federal Fair Credit Reporting Act (FCRA);
	• Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA);
	• California State statute regarding protection of Personal Identifying Information (PII) and
68	Security Standards.
	The Contractor, when conducting background investigations, shall consider and take into account the following:
	• name search - married name, previous names, aliases and
69	investigations must be completed and reviewed by the Contractor prior to the employee beginning work for the CSC.
	The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.
70	The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.

71	All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.
72	The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.

3. SYSTEM DEVELOPMENT AND DESIGN REQUIREMENTS

3.1. System Development Meetings and Workshops

To ensure the design Requirements for the BOS are fully understood by the Agencies and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work and Requirements Document (CSWRD) is developed in coordination with the Agencies and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

The ETTM System Contractors shall attend meetings and workshops as required and at the Agencies' discretion based on the meeting content.

73	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.
74	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.
75	The Contractor shall, for all Phase II and Optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.
76	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Agencies to review and shall submit the documentation for review no less than 10 Business Days prior to such meetings.

3.2. Business Rules Workshops

The Contractor shall conduct a series of Business Rules workshops with the Agencies to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.

77	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Agencies to discuss, update and modify the Business Rules to accommodate the Implementation of the BOS and CSC Operations.
78	The Business Rules review workshops shall include Contractor and Agencies staff with expertise on the current and future business operations.
79	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.
80	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Agencies.

3.3. Software Walkthroughs

The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor's Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Agencies' feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Agencies to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor's understanding of the Requirements.

81	The Contractor shall manage, facilitate and conduct the walkthroughs.
82	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Agencies during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants' availability.
83	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases to be demonstrated and identify all Requirements that need clarification and discussion.
84	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.
85	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Agencies for review and Approval.
86	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.
87	The Software walkthrough shall demonstrate to the Agencies that the Software design meets the technical and functional Requirements.
88	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Agencies.
89	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor's ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Agencies in writing.

3.4. Reports Design Workshops

The Contractor shall conduct a series of workshops with the Agencies to facilitate the design of the BOS reports required by the Agencies.

90	The Contractor shall manage, facilitate and conduct a minimum of three reports design workshops.
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91	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Agencies' stakeholders sufficient to obtain the Agencies' informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.
92	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.
93	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.
94	Upon receiving feedback from the Agencies, the Contractor shall develop/modify the reports and submit the updated reports for review.
95	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Agencies.

3.5. Performance Reporting Workshops

The Contractor shall conduct a series of workshops with the Agencies to facilitate the design of the Performance Measures reports.

96	Within the first three (3) months after the Agreement's Effective Date or at another date Approved by the Agencies, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Agencies. This will allow the Contractor and the Agencies to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractors and the Agencies shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.
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3.6. System Detailed Design Review Meetings and Workshops

Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Agencies to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Agencies to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.

97	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.
98	The Contractor shall schedule design meetings with the Agencies to review and fully understand the design Requirements.
99	The Contractor shall manage, facilitate and conduct the workshops and meetings.

100	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.
101	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.
102	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Agencies to address all design issues to the Agencies' satisfaction.

3.7. Use Cases Workshops

The Contractor shall conduct a series of use-case workshops with the Agencies to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.

103	The Contractor shall manage, facilitate and conduct a minimum of three use-case workshops with the Agencies to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.
104	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.
105	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Agencies.