



# ROADSIDE TOLL COLLECTION SYSTEM REQUEST FOR PROPOSALS

## Monroe Expressway and US-74 Express Lanes

Updated through Addendum 6 (June 22, 2016)

### **Mandatory Pre-Proposal Scope of Services Meeting**

April 28, 2016

2:00 p.m. to 4:00 p.m. EDT

Wake County Commons Building

4011 Carya Drive

Raleigh, NC 27610

### **Proposal Due Date**

~~June 24~~ July 11, 2016, 4:00 p.m. EST

### **Physical Delivery Address:**

North Carolina Turnpike Authority

Transportation Building

1 South Wilmington Street

Raleigh, NC 27601

Attn: Christina Poucher

### **Mailing Address:**

North Carolina Turnpike Authority

1578 Mail Service Center

Raleigh, NC 27699-1578

**Issue Date: April 14, 2016**



# ROADSIDE TOLL COLLECTION SYSTEM RFP

## MONROE EXPRESSWAY AND US-74 EXPRESS LANES

### TABLE OF CONTENTS

SECTION I	ADMINISTRATIVE
SECTION II	DEFINED TERMS AND ACRONYMS
SECTION III	SCOPE OF WORK AND REQUIREMENTS
SECTION IV	PROPOSAL CONTENTS
SECTION V	TERMS AND CONDITIONS

### ATTACHMENTS

Attachment 1	– Future Project Transactions
Attachment 2	– US-74 Express Lanes ConOps Final Rev
Attachment 3	– Monroe Gantry and Layout 50 Percent Plans
Attachment 4	– US-74 Conceptual Plans for AET
Attachment 5	– State of North Carolina, Statewide Information Security Manual
Attachment 6	– NCTA CSC Back Office System RTCS File Exchanges – ICD (DRAFT)
Attachment 7	– Monroe and US-74 ITS Equipment List
Attachment 8	– US-74 Signing Schematic
Attachment 9	– Responsibility Matrix
Attachment 10	– Monroe ORT SOW from DB RFP
Attachment 11	– Current AET Standard Drawings
Attachment 12	– US-74 and Monroe Communications Schematic
Attachment 13A	– Monroe <del>Preliminary 90%</del> ITS <u>Design Plans – Part A</u>
<u>Attachment 13B</u>	<u>– Monroe 90% ITS Design Plans – Part B</u>
Attachment 14	– Monroe ITS SOW from DB RFP
Attachment 15	– Monroe ITS Special and Standard Details
Attachment 16	– US-74 Conceptual Plans for ITS
Attachment 17	– MRTMC Floor Plan
Attachment 18	– US-74 Conceptual Plans for Gate Control System
Attachment 19	– Toll Facilities Maintenance Scope of Work
Attachment 20	– Gate Control System Interface Functional Requirements

[Attachment 21 – NC License Plate Guidebook \(Updated 03-24-14\)](#)

EXHIBITS

Exhibit A	Project Implementation Schedule
Exhibit B	Payment Schedule
Exhibit C	Price Proposal Instructions
Exhibit D	Forms
	D-1 Proposal Cover Sheet
	D-2 List of Subcontractors and RS-2 Form
	D-3 Recent Client List
	D-4 Reference Forms Part 1
	D-5 Reference Forms Part 2
	D-6 Requirements Conformance Matrix
	D-7 Price Proposal Form
	D-8 Proposer Questions Form
	D-9 Non-Collusion Forms
	D-10 Surety Commitment Letter
	D-11 Acknowledgment of Receipt of Addenda

APPENDICES

Appendix A	Standard Special Provision Required Contract Provisions Federal-Aid Construction Contracts
Appendix B	U.S. Department of Transportation Hotline
Appendix C	North Carolina Turnpike Authority Policies and Procedures for the Procurement of Commodities and Services (February 2009)

# **Section I**

# **Administrative**

## TABLE OF CONTENTS

I.	Notice of Request for Proposals .....	1
1.1.	Background and Purpose .....	1
1.2.	Scope of Services .....	3
1.3.	Contact Person .....	5
1.4.	Information Posting.....	5
2.	General Information for Proposers .....	5
2.1.	Schedule .....	5
2.2.	Policy Statement .....	6
2.3.	RFP Inquiries and Notices .....	6
2.4.	Non-Solicitation Provision.....	7
2.5.	Cost Incurred Responsibility .....	7
2.6.	Right to Reject .....	7
2.7.	Responsiveness of Proposals.....	7
2.8.	Right to Cancel .....	7
2.9.	Right to Amend and Addenda.....	7
2.10.	Written Clarifications .....	7
2.11.	Oral or Referenced Explanations.....	8
2.12.	Oral Presentations and Interviews .....	8
2.13.	Proposal Submittal Deadline.....	8
2.14.	Submittal Responsibility .....	8
2.15.	Waivers.....	8
2.16.	Proposal Disposition.....	8
2.17.	Modification or Withdrawal of Proposals .....	9
2.18.	Contractual Obligations.....	9
2.19.	Proposer’s Bid.....	9
2.20.	Registration to Conduct Business in North Carolina.....	9
2.21.	Disadvantaged, Minority, Women Business Enterprises (Race and Gender Neutral) .....	9
2.21.1.	Policy .....	9
2.21.2.	Obligation.....	10
2.21.3.	Participation.....	10
2.21.4.	Listing of Subconsultants .....	10

2.21.5. Directory of Approved Transportation Firms.....	10
2.21.6. Reporting Participation .....	10
<b>2.22. Federal Aid Requirements.....</b>	<b>11</b>
<b>3. Proposal Evaluation .....</b>	<b>11</b>
3.1. Pass / Fail Screening .....	11
3.2. Technical Proposal Evaluation .....	11
3.3. Price Proposal Evaluation.....	12
3.4. Consolidated Technical and Price Evaluations.....	12
3.5 Negotiations and Best and Final Offers (BAFOs) .....	13
<b>4. Award and Execution of Contract.....</b>	<b>13</b>
4.1. Notification of Award.....	13
4.2 Insurance Requirements .....	15
<b>5. Protest Procedure .....</b>	<b>17</b>

## FIGURES AND TABLES

FIGURE 1: MONROE EXPRESSWAY LIMITS.....	2
FIGURE 2: US-74 EXPRESS LANES PROJECT LIMITS.....	3
TABLE I-1: PROCUREMENT SCHEDULE.....	6
TABLE I-2: PROPOSAL ELEMENTS AND MAXIMUM POSSIBLE POINTS BREAKDOWN...	13

# I. Notice of Request for Proposals

**TITLE:** Roadside Toll Collection System Request for Proposals Monroe Expressway and US-74 Express Lanes

**ISSUING DATE:** April 14, 2016

**ISSUING AGENCY:** North Carolina Turnpike Authority

**CONTACT PERSON:** Mr. William Carman

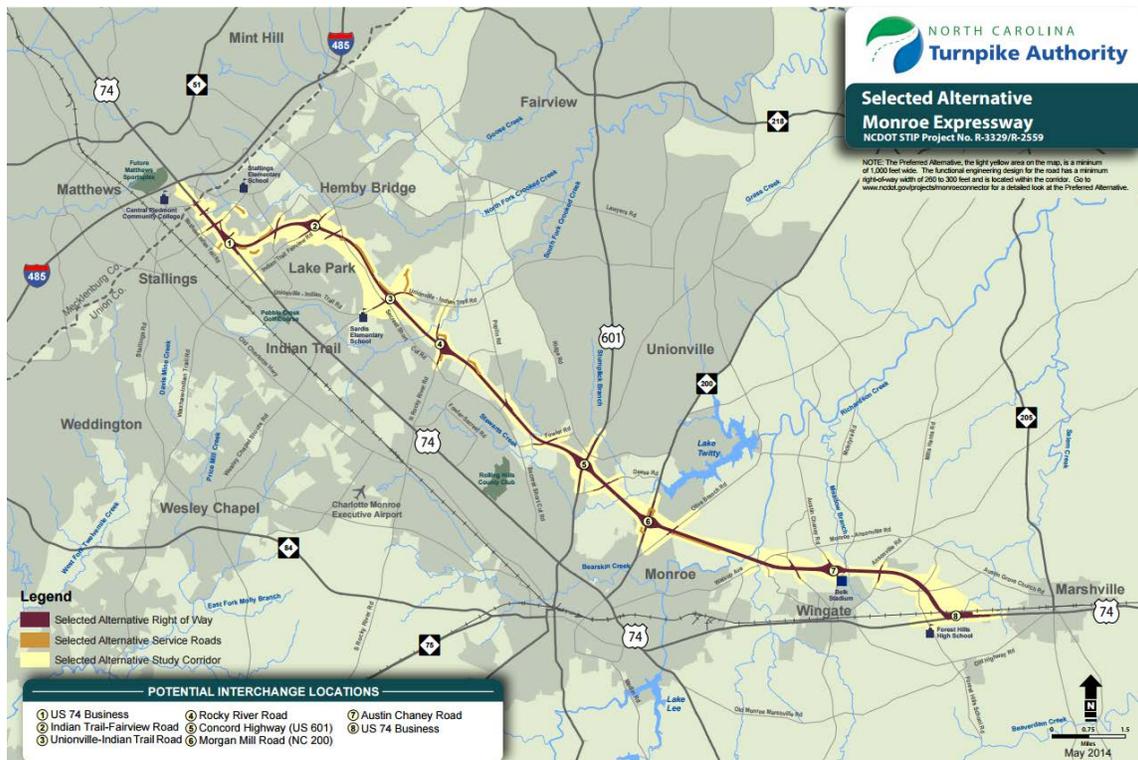
## I.1. Background and Purpose

The North Carolina Turnpike Authority (NCTA), a business unit of the North Carolina ~~NCTA~~ Department of Transportation, was formed in 2002 by the North Carolina General Assembly. The mission of NCTA is to supplement the traditional non-toll transportation system by accelerating the delivery of roadway projects using alternative financing options and facilitating the development, delivery and operation of toll roads. NCTA is authorized to study, plan, develop, and undertake preliminary design work on Turnpike Projects. NCTA currently operates one toll road, the Triangle Expressway, located in the Raleigh area. The Monroe Expressway is currently under construction by NCTA but not yet opened. Several other projects are under development, including US-74 Express Lanes, which is under final design and is expected to open in March 2018.

NCTA's work is performed by professional teams comprised of NCTA staff, North Carolina Department of Transportation (NCDOT) staff and consultants. This arrangement provides management oversight while assuring that necessary expertise is available when needed to advance projects in an efficient and timely manner. The NCTA Roadside System Manager has primary responsibility for this Request for Proposals (RFP) process, including the Systems and Services Scope of Work and Requirements addressed in this RFP, the evaluation of the Proposals submitted by Contractors, and the oversight of the resulting Contract.

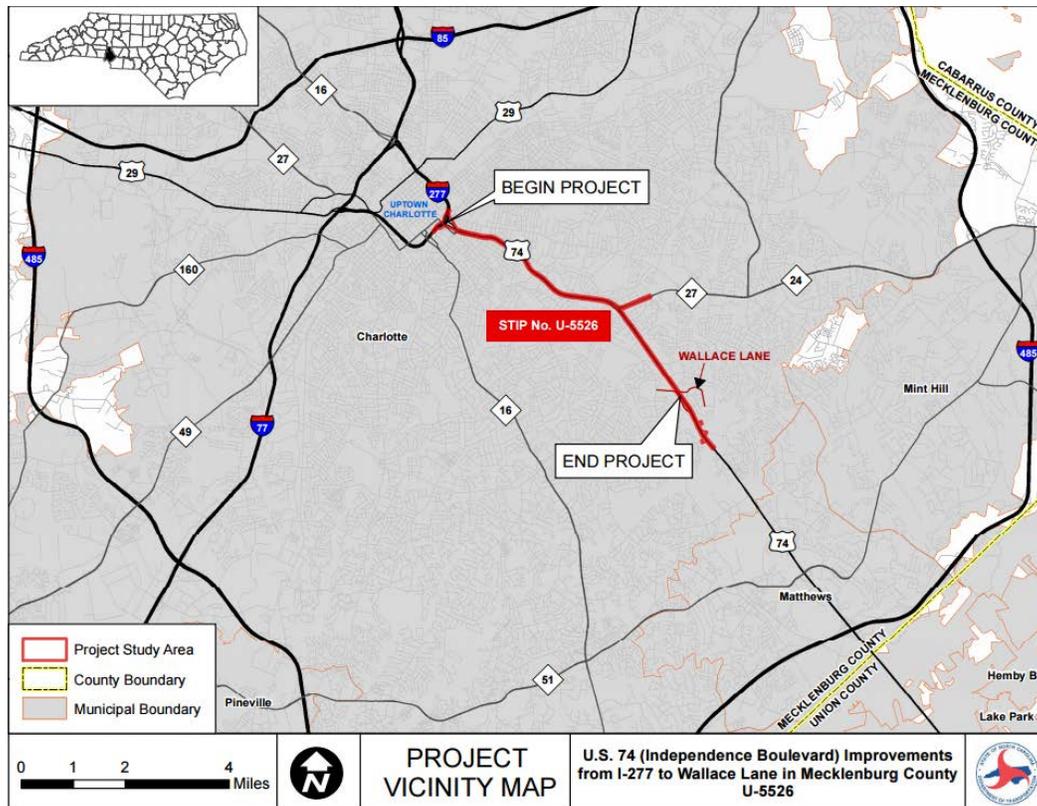
NCTA is requesting written Technical and Price Proposals from qualified Proposing contractors ("Proposers") interested in providing a Roadside Toll Collection System (RTCS) and associated Operations and Maintenance for the Monroe Expressway, which will include All-Electronic Tolling (AET), and for the US-74 Express Lanes, which will include AET dynamic pricing capabilities. Both Projects will allow for Transponder and image-based tolling, and will integrate into the existing NCTA CSC Back Office, which currently services the Triangle Expressway. The US-74 Express Lanes scope also includes operational monitoring, management of the dynamic pricing as well as delivery of the pricing System.

The Monroe Expressway Project encompasses a 21.1 mile corridor which extends from US-74 near I-485 in Mecklenburg County to US-74 west of Marshville in Union County. The Project is scheduled for opening in November 2018. The Contractor will be required to coordinate with NCTA and the Monroe Expressway Design Build Team (the "Constructors"), and the US-74 Roadway Contractor (the "Constructor") for all toll system construction-related activities anticipated for this RTCS Project.



**Figure I: Monroe Expressway Limits**

The US-74 Express Lanes Project will convert US-74 bus lanes located in the median of Independence Boulevard (US-74) in Charlotte from I-277 to Wallace Lane to reversible HOV/HOT Express Lanes. The Project length is 5.8 miles. This Project is currently envisioned as two co-located Toll Zones with single reversible lanes that are planned to open in early 2018. **See Section III, Scope of Work and Requirements** for more details on both Projects and their respective scope and requirements.



**Figure 2: US-74 Express Lanes Project Limits**

The RTCS and Services covered in this RFP for the Monroe Expressway and US-74 Express Lanes projects (“the Project”) will set the foundation for other planned toll facilities throughout the State of North Carolina. It is NCTA’s intention to utilize these Systems on future toll projects within the State; however, NCTA reserves the right to solicit separate Proposals for each future project.

## **1.2. Scope of Services**

Proposers are to provide an efficient and cost-effective RTCS that includes Design integration, Implementation and Operations and Maintenance. The RTCS shall include all Roadside Systems and Roadway Support Systems to provide complete and properly formed transactions that will be processed by the existing NCTA CSC Back Office. The System shall include Automatic Vehicle Identification (AVI) and image toll systems, through capture of Transponders or license plate images with optional Optical Character Recognition/Automated License Plate Recognition (OCR/ALPR) capabilities. The RTCS sought shall use the latest proven technology and shall be able to achieve the functional, technical and Performance Requirements as further set forth in **Section III, Scope of Work and Requirements**.

Monroe Expressway AET System is planned to include a total of fourteen (14) Toll Zones (seven (7) in each direction). All fourteen (14) Toll Zones are currently planned to be available for RTCS installation in the time period between May 1, 2018 and August 1, 2018. Dual gantry design currently includes a 50-foot separation between the gantry columns and includes an asphalt roadway surface through the Toll Zone limits.

The following is a summary of major elements of the RTCS Scope of Work and Requirements. For more detailed information refer to the **Section III, Scope of Work and Requirements**:

- Provision of all RTCS toll Hardware and Software including:
  - Toll System Host;
  - Complete roadside tolling Systems including Toll Zone controller;
  - Local Area Network (LAN), Metro Area Network (MAN) and Wide area network (WAN) as required;
  - Uninterruptible power supply (UPS);
  - Integrated Digital Video Audit System (DVAS);
  - Integrated Maintenance Online Management System (MOMS);
  - Image processing and AVI systems to provide complete and properly formed transactions (“Completed Transactions”) sent for processing to the NCTA CSC Back Office;
  - Express Lanes pricing Software, including dynamic pricing;
  - Transaction Status Indicator (TSI) beacons for Express Lane Toll Zone;
  - Interfaces to third-party provided systems, including reversible gates and variable toll message signs (VTMS) on US-74 Express Lanes, and
  - Note the Contractor may provide The Roadway Support Systems facility (for Host DVAS and MOMs and other support related Systems) or it may be located at an existing NCTA provided building.
  
- Maintenance and where noted Operations, including:
  - Toll System (Host and Roadway);
  - Dynamic pricing (Operations and Maintenance);
  - Image and AVI processing (Operations and Maintenance) for Completed Transactions
  - ITS elements including: CCTV cameras, reversible gates (Hardware and Software), Wide Area Network (WAN), and US-74 Express Lanes roadway detectors (Express Lanes and general purpose lanes);
  - Equipment vaults (seven) on Monroe Expressway, including back-up generators, heating ventilation and air conditioning (HVAC), and UPS, and
  - VTMS on US-74 Express Lanes.

The RTCS procured under this Contract **does not** include:

- A CSC back office system. The required modifications and upgrades at the NCTA CSC Back Office will be provided under a separate contract; however, the Contractor is expected to interface to the NCTA CSC Back Office and provide the necessary coordination with CSC

contractor sufficient to properly integrate, test and operate the interface to the NCTA CSC Back Office;

- Triangle Expressway toll collection system maintenance, which will continue to be provided by the current contractor;
- Construction of the gantries, toll Equipment vaults, back-up generators and pavement at the RTCS tolling points, which will be provided by others;
- ITS elements including CCTV cameras, reversible gates (Hardware and Software), WAN, and US-74 Express Lanes roadway detectors (Express Lanes and general purpose lanes) to be provided by others, and
- VTMS and VTMS cameras on US-74 Express Lanes to be provided by others.

### 1.3. Contact Person

Mr. William Carman is the Project Manager (NCTA) for this Project and the contact person on this RFP. Any questions in regard to this Notice or requests for an RFP package shall be directed in writing to Mr. Carman by e-mail at [monroexpresswayrtcs@ncdot.gov](mailto:monroexpresswayrtcs@ncdot.gov).

### 1.4. Information Posting

It is the responsibility of all prospective Proposers interested in responding to this RFP to routinely check the NCTA website at <http://www.ncdot.gov/turnpike/business/> for any revisions, question responses, addenda, and changes to schedule and announcements related to this RFP. NCTA also will develop an email distribution list of contact persons for those Proposers who attend the mandatory Pre-Proposal Scope of Services Meeting and will email this additional information to such contact persons; however this does not relieve Proposers of the responsibility to be aware of all additional information related to this RFP posted via the website. NCTA and NCDOT grants permission to use its logo on Proposal Submittals.

## 2. General Information for Proposers

### 2.1. Schedule

Table I-1 provides a planned schedule for this RFP process, listed in the order of occurrence. The NCTA reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion. In the event of such a date change, Proposers will be notified in accordance with **Section I, Administrative**, Section 1.4 Information Posting.

Table I-I Procurement Schedule

Event or Due Date	Date
RFP Issued	April 14, 2016
Mandatory Pre-Proposal Scope of Services Meeting	April 28, 2016 (2:00 p.m. to 4:00 p.m. EDT)
Proposer Questions Due	<del>May-June 724</del> , 2016 (4:00 p.m. EDT)
NCTA Responses to all Questions Completed	June <del>227</del> , 2016
Proposals (Technical and Price) Due	<del>June 24</del> July 11, 2016 (4:00 p.m. EDT)
Notification of Proposers Shortlisted for Oral Presentations	<del>July 22</del> August 5, 2016
Oral Presentations (Proposers to be notified as to the specific schedule within the time period identified)	Week of August <del>15</del> 29, 2016
Ranking of Proposers for Negotiations	<del>August-September</del> 2016
Award of Contract	November 2016
Notice to Proceed	November 2016

**Proposal Due Date:** Technical Proposals and Price Proposals will be received by NCTA until the due date and time provided in Table I-I Procurement Schedule.

**Mandatory Pre-Proposal Scope of Services Meeting:** The NCTA will convene a mandatory Pre-Proposal Scope of Services meeting for interested firms on the date and time presented in Table I-I Procurement Schedule. The meeting will be held at the Wake County Commons Building, 4011 Cary Drive, Raleigh, NC 27610. ~~The meeting location and time is still to be determined.~~ Attendance at the meeting is required for all Proposers who submit Proposals for the Project.

## 2.2. Policy Statement

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of the NCTA, as those may be amended. All future amendments to any such laws, regulations and applicable NCTA policies and procedures shall be applicable to this procurement.

## 2.3. RFP Inquiries and Notices

Any questions in regard to this RFP shall be directed in writing to the contact person identified in **Section I, Administrative**, Section I.3. Only inquiries in writing will be accepted by NCTA, and only written responses will be binding upon NCTA. Any inquiries received after the deadline referenced in Table I-I may or may not be answered by NCTA at NCTA's sole determination. All answers to inquiries will be posted on the NCTA web site at <http://www.ncdot.gov/turnpike/business/>. Proposers

shall use the form provided in **Exhibit D-8, Forms** when submitting questions to be addressed by NCTA.

## 2.4. Non-Solicitation Provision

From the date that this RFP is issued until the award of an RTCS Contract is announced, Proposers shall only contact the contact person with respect to any facet of this procurement. Proposers shall not be permitted to contact any NCTA or NCDOT employee, Agent or Selection Committee member with respect to this procurement. Violation of this provision shall result in the disqualification of the Proposer's Proposal.

## 2.5. Cost Incurred Responsibility

All costs incurred by any interested party in responding to this RFP shall be borne by such interested party; NCTA shall have no responsibility whatsoever for any associated direct or indirect costs.

## 2.6. Right to Reject

NCTA retains the right and option to reject any and all Proposals.

## 2.7. Responsiveness of Proposals

NCTA reserves the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified order, including as further detailed in **Section IV, Proposal Contents and Submission**.

## 2.8. Right to Cancel

The NCTA reserves the right to cancel this RFP if it is determined to be in the best interest of the NCTA to do so.

## 2.9. Right to Amend and Addenda

NCTA reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of NCTA. If it becomes necessary to revise any part of this RFP, a written addendum to the solicitation will be sent via email to the RFP email list and will be posted to NCTA's website in accordance with **Section I, Administrative**, Section 1.4 Information Posting. NCTA expects to issue the last addendum no later than the date for NCTA Response to All Questions completed provided in Table I-I Procurement Schedule. NCTA will not be bound by, and the Proposer shall not rely on, any oral or written communication or representation regarding the RFP Documents, except to the extent that it is contained in an addendum to these RFP Documents or in the Questions and Answers as posted on the NCTA web site. In the case of a conflict between addenda the latest addenda shall apply.

Proposers are required to confirm the receipt of all addenda issued to this RFP by completing **Exhibit D-11, Forms** and including the completed form in the Proposal Section 7.

## 2.10. Written Clarifications

NCTA may request written clarifications to Proposals. NCTA will identify in its request the due date for response. If the requested information is not timely received, the Proposer's scores may be adversely affected.

## 2.11. Oral or Referenced Explanations

NCTA will not be bound by oral explanations or instructions given by anyone at any time during the Proposal process or after Contract award. NCTA will not consider Proposer referenced information not included in the Proposal; however, NCTA may consider other sources in the evaluation of Proposals, such as reference reviews, financial ratings and Proposer oral presentations, for example.

## 2.12 Oral Presentations and Interviews

NCTA reserves the right to request oral presentations and interviews with Proposers if NCTA decides that oral presentation and interviews are in its best interests. If oral presentations and interviews are used NCTA will develop a short list for the oral presentations and interviews based on the scores of the Technical Proposals. See **Section I, Administrative**, Section 3 Proposal Evaluation for more details.

In advance of any oral presentations and interviews Proposers will be given detailed instructions on what the format and content of the presentation and interview will be, including what functionality, if any shall be demonstrated. Proposers should be prepared to demonstrate key elements of their proposed System and Project approach and to respond to specific questions regarding their Proposals. NCTA may also provide demonstration scripts to be followed and sample demonstration data, for example, for the dynamic pricing module.

## 2.13. Proposal Submittal Deadline

Complete and separate Technical Proposals and Price Proposals shall be delivered to the front desk of the North Carolina Department of Transportation (NCDOT) building location presented [on the cover page of this RFP](#) in ~~Section I, Administrative, Section I, Notice of Request for Proposals~~, before the due date and time provided in Table I-1 Procurement Schedule, where they will be logged in as received. NCTA will not accept Proposals delivered after the due date and time.

## 2.14. Submittal Responsibility

The responsibility for submitting a Proposal to NCTA on or before the stated time and date will be solely and strictly the responsibility of the Proposer. NCTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or caused by any other occurrence.

## 2.15. Waivers

NCTA may waive minor informalities or irregularities in Proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on NCTA's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

## 2.16. Proposal Disposition

Proposers shall identify trade secret or proprietary information as instructed in **Section IV, Proposal Contents and Submission**, Section 2.1 Submission of Technical Proposal, (Item 6). NCTA will: 1) make a best effort to maintain confidentiality; 2) dispose of all unsuccessful print and electronic Proposals upon successful award of Contract; and 3) have no ownership rights to print or electronic

data from unsuccessful Proposals. All other Technical and Price Proposal materials shall become property of NCTA.

## **2.17. Modification or Withdrawal of Proposals**

NCTA will permit modifications to a Proposal after Proposal Submittal until the specified due date and time for accepting Proposals provided in Table I-I Procurement Schedule. The Proposal may be picked up by a representative of the Proposer provided that the request to modify is in writing, is executed by the Proposer or the Proposer's duly authorized representative, and is filed with NCTA. It is the Proposer's responsibility to resubmit a Proposal before the deadline in accordance with the instructions and requirements for Proposal submission detailed in this RFP.

A Proposer may withdraw a Proposal without prejudice prior to the Submittal deadline provided in Table I-I Procurement Schedule, provided that the request is in writing, is executed by the Proposer or the Proposer's duly authorized representative, and is filed with NCTA.

## **2.18. Contractual Obligations**

NCTA will not be required to evaluate or consider any additional terms and conditions submitted with a Proposal. This applies to any language appearing in or attached to the document as part of the Proposer's Proposal. By execution and delivery of this RFP and Proposal the Proposer agrees that any additional terms and conditions or changes to the terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by NCTA. Further, all exceptions must be taken in accordance with the instructions set forth in in **Section IV, Proposal Contents and Submission**, Section 1.2 Content of Technical Proposal (~~H~~. Proposal Section 6).

## **2.19. Proposer's Bid**

By submitting a Proposal to NCTA, the Proposer agrees that the Contractor's Technical Proposal and Price Proposal shall remain effective two hundred and forty (240) Days after the deadline for submitting the Proposal.

## **2.20. Registration to Conduct Business in North Carolina**

Proposers and Subcontractors wishing to be considered will be properly registered and licensed to conduct business in the State of North Carolina with the Office of the Secretary of State at the time the Proposal is submitted. It is the responsibility of the Proposers to verify the registration of any corporate subsidiary or Subcontractor prior to submitting a Proposal.

## **2.21. Disadvantaged, Minority, Women Business Enterprises (Race and Gender Neutral)**

### **2.21.1. Policy**

It is the policy of the NCTA to comply with NCDOT's Disadvantaged Business Enterprises (DBE) Program and ensure that small businesses have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and state funds. NCDOT sets DBE, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) utilization goals for all construction projects. This Contract for goods and services specific to establishing and operating a toll collection system is not a construction contract and does not contain

utilization goals. However, the Contractor is encouraged to give every opportunity to allow DBE/MBE/WBE subconsultant participation on all contracts and supplemental agreements.

### **2.21.2. Obligation**

In compliance with Title VI, 23 CRF 200, 230, 635, 117(d) and (e) and 49 CFR Parts 21 and 26, the Firm and subconsultant shall not discriminate on the basis of race, religion, color, creed, national origin, age, disability or sex in the performance of this Contract. Failure by the Firm to comply with these requirements is a material breach of this Contract, which will result in the termination of this Contract or such other remedy, as NCTA deems necessary.

### **2.21.3. Participation**

Due to the Scope of Work and Requirements for this Contract, specific Project goals are not established. However, NCTA encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by NCDOT. All DBE/MBE and WBE firms currently certified by the NCDOT Unified Certification Program (UCP) automatically qualify as a SPSF.

### **2.21.4. Listing of Subconsultants**

The firm, at the time of Proposal Submittal, shall submit a list of all known small professional service firms (SPSF) that will participate in the performance of the identified Work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/Subconsultant participation, the firm shall indicate this on the Form RS-2 by entering the word 'none' or the number 'zero' and the form shall be signed and submitted with the Technical Proposal. Form RS-2 is provided in **Exhibit D-2, Forms** behind the List of Subcontractors. The form may also be accessed on the website at: <https://connect.ncdot.gov/business/Turnpike/Documents/Form%20RS-2%20Subcontract.pdf>. See form instructions for each requirement. For TIP enter the "Type of Work"; for "Submitted by" enter Subcontractor name and name of person responsible for Subcontractor performance; for "Recommended by" enter name of prime Proposer and person responsible for delivery of Services. See instruction no. 7 on form. **A RS-2 is required for all Subcontractors whether or not they are considered a SPSF entity.**

Note that each Proposer must complete the List of Subcontractors provided in **Exhibit D-2, Forms** in addition to having each Subcontractor complete the RS-2. Completed List of Subcontractors and RS-2 Form shall be included in Proposal Section 7 Forms as instructed below in **Section IV, Proposal Contents and Submission**.

### **2.21.5. Directory of Approved Transportation Firms**

For Subconsultants to be considered for SPSF utilization, a firm must be certified as SPSF and prequalified through North Carolina's Prequalification Unit. Real-time information about firms that are prequalified and approved through North Carolina's Prequalification Unit, is available in the Directory of Firms. The Directory can be accessed at <https://partner.ncdot.gov/VendorDirectory/default.html>.

### **2.21.6. Reporting Participation**

When payments are made to Subconsultants, including material suppliers, firms at all levels (Firm, subconsultant or subfirm) shall provide NCTA's contract administrator (the addressee for invoices

under this Contract) with an accounting of said payments. The accounting shall be listed on NCTA's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no Subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'none' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://connect.ncdot.gov/Pages/default.aspx>.

A responsible fiscal officer of the payee Firm, or Subconsultant, who can attest to the date and amount of the payments shall certify that the accounting is correct on the Form DBE-IS by affixing his/ her signature. This information shall be submitted as part of the requests for payments made to NCTA.

## 2.22. Federal Aid Requirements

Due to the potential of Federal Aid in development of various portions of the NCTA Roadside Toll Collection System, NCTA has provided related instructions and information in Appendix A, Standard Special Provisions Required Contract Provisions Federal-Aid Construction Contracts and Appendix B, U.S. Department of Transportation Hotline. Proposers shall also include the appropriate completed Non-Collusion Forms provided in **Exhibit D-9, Forms** in Proposal Section 7.

## 3. Proposal Evaluation

An evaluation and negotiation process will be conducted as set forth in this Section 3 using a Best Value process to allow NCTA to award the Contract to the Proposer providing the Best Value, and recognizing that Best Value may result in award to other than the lowest price or highest technically qualified Proposal. By using this method, the overall ranking may be adjusted up or down by the Evaluation Committee when considered with, or traded-off against other non-price factors. "Best Value" procurement methods are authorized by G.S. §143-135.9 and in accordance with NCTA Policies and Procedures adopted by the NCTA Board February 18, 2009.

### 3.1. Pass / Fail Screening

1. Packages will be opened upon receipt and checked for completeness. Proposals which are incomplete will not be evaluated further. Completeness includes all Proposal sections, correctly completed forms and required information.
2. Each Proposal will subsequently be reviewed to ensure that the Proposer meets the minimum Proposer project experience qualifications. See **Section IV, Proposal Contents and Submission**, Section 1.2 Content of Technical Proposal (C-9) for additional instructions.
3. Proposers who did not meet the Pass / Fail Screening will be notified immediately after the screening is complete. Proposers are advised that NCTA is not obligated to ask for, or accept after the Proposal due date, data that is essential for a complete and thorough evaluation of the Proposal.

### 3.2. Technical Proposal Evaluation

1. The evaluation process will consist of a quantitative scoring and ranking of the Technical Proposals in order to ascertain which Proposer best meets NCTA's needs for the RTCS. The Technical Proposals will be evaluated on their material content and their responsiveness and degree of adherence to **Section III, Scope of Work and Requirements** set forth in this

document. The Evaluation Committee will review and evaluate the Technical Proposals and the other related Contract information submitted to ensure that the Proposer understands the Scope of Work and Requirements and has clearly expressed its intent to meet the requirements of the Contract.

2. **Preliminary Technical Scoring.** Following Technical Proposal review, the Evaluation Committee will score the Technical Proposals with maximum potential technical score points for each Technical Proposal as shown in Table I-2 below.
3. **Non-Compliant.** Any Technical Proposals scored below 45 out of 70 possible total points on the preliminary evaluation will be considered non-compliant and will not be considered further. Only Proposers that meet the minimum score of 45 will be considered compliant and asked to participate in the oral presentations and interviews.
4. **Oral Presentations and Interviews.** NCTA may invite compliant Proposers to participate in oral presentations and interviews. The oral presentations and interviews and any required demonstrations conducted therein will provide an opportunity for the Evaluation Committee to further its understanding of the Technical Proposals.
5. **Updated Technical Scoring.** After the oral presentations and interviews, the Evaluation Committee will update its preliminary technical scoring. The updated scoring will consider both the Technical Proposal and the results of the oral presentations and interviews and demonstrations if conducted, with maximum potential technical score points for each Technical Proposal as shown in Table I-2 below.

### 3.3. Price Proposal Evaluation

1. After compilation of the updated scores for Technical Proposals following the oral presentations and interviews, the Evaluation Committee will open the sealed Price Proposals only for those Proposals with a technical score that meets the minimum requirement of 45 points or more.
2. The Evaluation Committee will review the Price Proposals for:
  - a. Completeness of the Price Proposal packages,
  - b. Overall Proposal prices within a reasonable proximity to the NCTA Engineers' Estimate.
3. The Evaluation Committee will then apply the formula provided below in this **Section I, Administrative**, Section 3.4 to the total price provided in each Proposal to calculate the price score.

### 3.4. Consolidated Technical and Price Evaluations

1. The Technical Proposals will be weighted at 70 percent of the total score on a 100 point scale. Price Proposals will be weighted at 30 percent of the total score.
2. Price scores are calculated using the following formula:  $(\text{lowest price} / \text{proposed price}) \times \text{maximum possible Price Proposal points (30)} = \text{Proposer's awarded points}$ .
3. The overall Proposals are scored as shown in Table I-2 below:

**Table I-2 Proposal Elements and Maximum Possible Points Breakdown**

<b>Proposal Elements</b>	<b>Maximum Possible Points</b>
<b>Proposal Section 1: Firm Qualifications</b>	<b>10</b>
<b>Proposal Section 2: Key Team Qualifications</b>	<b>10</b>
<b>Proposal Section 3: Approach to Scope of Work and Requirements</b>	<b>30</b>
<b>Proposal Section 4: Approach to Project Plan and Implementation</b>	<b>10</b>
<b>Proposal Section 5: Approach to Operations and Maintenance</b>	<b>10</b>
<b>Maximum Possible Technical Points</b>	<b>70</b>
<b>Maximum Possible Price Proposal Points</b>	<b>30</b>
<b>Maximum Possible Total Consolidated Score</b>	<b>100</b>

- After the initial Consolidated Technical and Price evaluation has been completed and initial scores ranked, the Evaluation Committee will make a determination regarding Best Value for NCTA, considering the numerical (technical plus price) scoring as well as other factors and a Finalist Proposer(s) will be selected.

### **3.5 Negotiations and Best and Final Offers (BAFOs)**

NCTA may elect to negotiate with one more Finalist Proposers determined to be in a competitive range based upon the evaluation process described above. Finalist Proposers may be requested to provide Best and Final Offers (BAFOs) in response. If BAFOs are requested NCTA will evaluate the BAFOs and adjust its evaluation of the Proposer's respective Proposal accordingly.

Further, should negotiations with one Proposer not be successful, NCTA reserves the right to negotiate with the next ranked Proposer or Proposers at NCTA's sole determination.

## **4. Award and Execution of Contract**

### **4.1. Notification of Award**

Following evaluation and negotiations, NCTA may execute a Contract with the successful Proposer. NCTA will notify the successful Proposer of the award by telephone. NCTA will also deliver a notification of award letter via e-mail.

The successful Proposer will have fourteen (14) Calendar Days after receipt of the notification of award to furnish the performance and payment bonds and insurance required in the notification of award letter. If the successful Proposer defaults or otherwise is unable to enter into a Contract with NCTA, then NCTA may begin negotiations with the next highest ranked Proposer or Proposers as further set forth in **Section I, Administrative**, Section 3.5, Negotiation and Best and Final Offers.

The NCTA award of, or continuation of any Contract for or related to its toll RTCS is subject to the availability of funding.

NCTA will issue an original Contract for execution by the successful Proposer. After the Contract is executed by NCTA, a duplicate copy will be mailed back to the Contractor.

**Originals.** The original copy will be retained in the NCTA Office. On Federal-Aid projects, a true copy will be sent to the Federal Highway Administration.

**Bonding Requirements.** All bid and performance bonds will be handled using the following procedures. The NCTA Bid Bond form is available online at:

<https://connect.ncdot.gov/resources/Specifications/2006ResurfacingProjects/BidBond.pdf>

1. Payment and Performance Bonds:

- a. Proposer shall submit evidence that it is capable of obtaining Contract payment and performance bonds in an amount equal to 100 percent of the Contract Proposal Price for the Implementation Phase and for one year of Operations and Maintenance as further set forth in the paragraphs immediately below. A surety letter submitted with the Proposal is acceptable evidence of meeting this bond requirement. The form for this letter is included as **Exhibit D-10, Forms**. The completed letter shall be included in the Technical Proposal Section 7.
- b. The initial bonds shall be in the amount of 100 percent of the total Project Implementation Phase price as set forth in the Proposer's Price Proposal Sheet I Project Summary Grand Total for Implementation (cell E6). This bond amount will be decreased after Final Acceptance of each of the Monroe Expressway and US-74 Express Lanes Implementation Phases in the value of the completed Work. The Implementation Phase Bonds may be annually renewable, to be renewed each year at the anniversary of Contract execution.
- c. Bonding shall be continuous in that the Operations and Maintenance Bond associated with each of the Monroe Expressway and US-74 Express Lanes Projects must be provided prior to the release of the Implementation Phase Bond for that roadway. The initial bonding level for the Operations and Maintenance Phase shall be provided at 100 percent of Year 1 of Operations and Maintenance. For purposes of the Surety Commitment (**Exhibit D-10, Forms**) bonding levels are as shown in Sheet I NCTA RTCS Project Summary Grand Total for Operations and Maintenance (cell E18) and may be annually renewable, to be renewed each year at the anniversary date of Final Acceptance through the end of the Contract.

2. Bid Bonds

- a. Proposer shall submit with its Price Proposal a bid bond or bid deposit in the amount of at least five (5) percent of the amount of the total Implementation Phase Price Proposal as provided on Proposer's Price Proposal Sheet I NCTA RTCS Project Summary Grand Total for Implementation (cell E6). Contractor may submit certified and cashiers' checks in lieu of bid bonds.
- b. All bid bonds will be retained by the NCTA until the payment and performance bonds are furnished by the successful Proposer and Contract is executed. After such time, all bid bonds will be destroyed, unless the individual bid bond forms contains a note indicating that

the bonds be returned to the Contractor or Surety and all certified and cashiers' checks will be refunded.

## 4.2 Insurance Requirements

The Contractor at all times during the Term of this Agreement shall maintain insurance in such form as is satisfactory to the NCTA, and will furnish the NCTA with continuing evidence of insurance as provided below. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of North Carolina and all such insurance shall meet all laws of the State of North Carolina. The Proposer shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract.

Contractor shall provide to the NCTA an endorsement showing the amount of coverage that is reserved specific to this Project. The NCTA shall be named as an "additional insured" on all applicable coverage. The Contractor shall provide NCTA with certificates showing the required coverage to be in effect and showing NCTA to be an additional insured. Such policies shall provide that the insurance is not cancelable except upon thirty (30) Days prior written Notice to the NCTA. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) Days advance Notice shall be given to the NCTA or as provided in accordance with North Carolina law. Copies of all insurance policies and endorsements shall be provided to the NCTA upon request.

The NCTA reserves the right to review all insurance coverage and amounts of insurance coverage on an annual basis and to require the Contractor to adjust the insurance coverage and amounts of insurance coverage based on industry standards for contracts of this size and type. Contractor shall timely pay all premiums and deductibles when due for all insurance coverage required herein. The NCTA will not accept self-insurance retention (SIRs).

The Contractor shall not commence any Work until it has obtained the following types of insurance, and a certificate of such insurance has been received and Approved by the NCTA. Nor shall the Contractor allow any Subcontractor to commence Work on this Project until all insurance required of the Subcontractor has been obtained. The Proposers who is the intended award shall submit the required Certificates of Insurance to the NCTA within fourteen (14) Days of Notice of award.

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

1. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any Work under the Contract. If any Work is sublet, the Contractor shall require the Subcontractor to provide the same coverage for any of his employees engaged in any Work under the Contract; and
2. Commercial General Liability Policy - Combined Single Limits: \$1,000,000.00 per person, \$3,000,000.00 per occurrence The Commercial General Liability Policy shall include contractual liability coverage and must be on an "occurrence" basis. A Comprehensive General Liability

Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.

3. Business Automobile Liability Policy - To include liability coverage covering all owned, hired and non-owned vehicles used in connection with the Contract. Combined Single Limits: \$1,000,000.00 per person \$3,000,000.00 per occurrence; and
4. Professional Liability Policy- Any other provision herein to the contrary notwithstanding, the Professional Liability Policy must be with a company authorized to do business in the State of North Carolina, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of at least one million dollars (\$1,000,000). The Contractor shall maintain professional liability coverage for a minimum of three (3) years after completion of the Services rendered under this Contract.
5. Technology Errors & Omissions- The Contractor shall maintain technology errors & omissions liability (or technology professional liability coverage) insurance, covering liability for all professional products and services performed, including liabilities arising from acts, errors or omissions in rendering computer or information technology services including (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer Software or Hardware (8) management, repair and Maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer Hardware or Software (10) data entry, modification, verification, Maintenance, storage, retrieval or preparation of data output with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for Software copyright liability and contractual liability. Such Technology E&O insurance coverage may be met through or combined with the Professional Liability Insurance referenced in paragraph d; however, if combined then the coverage requirement for Technology E & O insurance shall be equal or greater than the combined aggregate.
6. Cyber Liability Insurance. The Contractor shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the insured is responsible that results in the inability of a third-party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit

not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). Such Cyber Liability insurance coverage may be met through or combined with the Professional Liability Insurance referenced in the above paragraph 4; however, if combined then the coverage requirement for Cyber Liability insurance shall be equal or greater than the combined aggregate.

Pertaining to the above paragraphs 4, 5, 6, if coverage is written on a claims made basis, such insurance shall be maintained in force at all times during the term of this Agreement and for a period of three (3) years thereafter for Services completed during the term of this Agreement. Additionally, if a sub-limit applies to any elements of coverage, the policy endorsement evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

**Subcontractors Insurance.** The Contractor shall either require each Subcontractor to obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business Automobile Liability and Professional Liability coverage similar to those required above in this section for the Contractor, or any other coverage deemed necessary to the successful performance of the Contract, or cover Subcontractors under the Contractor's policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the Contract. The Contractor shall have responsibility to enforce Subcontractor compliance with these or similar insurance requirements; however, the Contractor shall upon request provide NCTA acceptable evidenced of insurance for any Subcontractor. The Contractor shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the Work, including but not limited to the negligence or failure of its Subcontractors (as well as Contractor's employees) to comply with Contract Documents.

## 5. Protest Procedure

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies, and agrees that the decision on any protest, as provided herein, shall be final and conclusive. These provisions are included in these RFP documents expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies set forth in these RFP documents, it shall indemnify, defend, and hold NCTA and NCDOT, and their respective Board members, directors, officials, employees, Agents, representative, and consultants, harmless from and against all liabilities, expenses, costs, fees, and damages incurred or suffered as a result of such Proposer actions. The submission of a Proposal shall be deemed the Proposer's irrevocable and unconditional agreement with such indemnification obligation.

- I. Any request for a protest meeting shall be in writing and filed with the NCTA Executive Director at the address specified below and shall be received within thirty (30) consecutive Calendar Days from the date of the Contract award. Any protest not set forth in writing, including oral objections, is not a protest and shall be null and void.

NCTA Executive Director  
1578 Mail Service Center  
Raleigh, NC 27699-1578

2. All protests shall include the following: 1) Name and Address of Protestor; 2) RFP Name and date of issuance; 3) Reasons for protest; and 4) Supporting exhibits, evidence or documents to support the protest.
3. If the protest does not contain this information or if the Executive Director determines that a meeting would serve no purpose, the Executive Director may, within ten (10) consecutive Calendar Days from the date of receipt of the letter, respond in writing to the Proposer and refuse the protest meeting request.
4. If the protest meeting is granted, the Executive Director shall attempt to schedule the meeting within thirty (30) consecutive Calendar Days after receipt of the letter, or as soon as possible thereafter. Within ten (10) consecutive Calendar Days from the date of the protest meeting, the Executive Director shall respond to the Proposer in writing with the Executive Director's decision.
5. Protest Submittal Requirements – See Appendix C, North Carolina Turnpike Authority Policies and Procedures for the Procurement of Commodities and Services (February 2009).
6. All Proposals shall be irrevocable until final administrative and judicial disposition of a protest.

# **Section II**

## **Defined Terms and Acronyms**

## Defined Terms

Term	Definition
Acceptance	Approval of a Phase or a test by the NCTA, based on meeting certain conditions and test requirements, including Approvals, set forth in <b>Section III, Scope of Work and Requirements</b> and the Agreement.
Account	A customer Account on the NCTA CSC Back Office.
Agent	A representative designated to act by NCTA on its behalf.
Agreement	The written Contract between the NCTA and the Contractor covering <b>Section III, Scope of Work and Requirements</b> and the other Contract Documents attached to the Agreement and made a part thereof. Also referred to as Contract.
Agreement Date	The date on which this Agreement commences. Also referred to as Contract Date.
Agreement Term	The duration of the Agreement, including any authorized renewals and extensions. Also referred to as Contract Term.
All-Electronic Tolling (AET)	Cashless toll collection system where tolls are collected electronically while vehicles travel through the Toll Zone without stopping.
All-Electronic Tolling (AET) Facility	A Toll Facility that utilizes AET. In the case of this Contract, an AET Facility is Monroe Expressway.
Amendment	Change in the Agreement executed in writing made by adding, altering, or omitting a certain part or term.
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 or Deliverable in writing by NCTA. Approval by NCTA shall not be construed to mean endorsement or assumption of liability by the NCTA nor shall it relieve the Contractor of its responsibilities under the Agreement.
Approved Baseline Project Implementation Schedule	The Project Implementation Schedule Approved pursuant to the Agreement.
As-Built Drawings	Documents and other items set forth in <b>Section III, Scope of Work and Requirements</b> that constitute a complete and accurate record of the RTCS as Designed, delivered, installed, Accepted and Approved.

Term	Definition
Authorized User	Using a role-based login, a user with specific authority to perform a function(s) in the System. An Authorized User could be the Contractor, NCTA user, or a third-party service provider designated by the NCTA.
Automated License Plate Recognition (ALPR)	An automated Software process that recognizes license plate characteristics, as well as the license plate characters which, in this application, extracts the license plate numbers, plate types, and jurisdictions from the image of the license plate as well as any “specialty plate configurations” for proper identifications with DMV or others.
Automatic Vehicle Identification (AVI)	A system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a toll revenue collection system.
Away Agency	An Interoperable agency other than the NCTA.
Business Day	A weekday, excluding NCTA observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Business Policies and Procedures	A set of policies and procedures established by the NCTA that guides tolling and what Business Rules will be applied.
Business Rules	A set of operational and System rules to be determined that detail how the RTCS operates based on Business Policies and Procedures and NCTA practices.
Calendar Day	Every day, including weekends and Holidays. beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Certification	The Contractor’s written verification and validation, with full supporting Documentation (including test results where applicable) that the Contractor has completed development of the Deliverable and certified its readiness for Approval, testing or review, as applicable.
Change Order	Change to quantities of Work within the scope pursuant to the <b>Section V, Contract</b> .
Commission	The term Commission and its approved variations (e.g. “Commissioned” and “Commissioning”) when capitalized in this Agreement means the test that occurs upon completion and Approval of installation that indicates readiness for Operations.
Complete Transaction	A fully formed image-based (including completed image processing) or AVI transaction ready for transmission to the NCTA Back Office as further set forth in <b>Section III, Scope of Work and Requirements</b> .

Term	Definition
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.
Conformed Scope of Work and Requirements Document (CSWRD)	The updated <b>Section III, Scope of Work and Requirements</b> as agreed to between the NCTA and the Contractor, executed as part of the Agreement, including any addenda executed during the RFP process. When the term “Scope of Work and Requirements” is referred to in the executed Agreement Documents it is referring to the CSWRD, unless otherwise indicated.
Constructor	Monroe Expressway Design-Build (DB) Team or selected US-74 contractor.
Contract	See “Agreement”.
Contract Data Requirements List (CDRL)	The document developed and maintained by the Contractor that identifies and tracks the status of all Deliverables/Submittals on the Project.
Contract Documents	The documents forming the Contract including all addenda, exhibits and appendices thereto, any supplemental agreements, Amendments, Contract modifications, and all provisions required by law to be inserted in the Contract, whether actually inserted or not.
Contract Term	See “Agreement Term”.
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom NCTA has entered into an Agreement.
Contractor Project Manager	The Contractor’s duly authorized representative designated to manage the Contractor’s performance of the Work in accordance with the Agreement.
Contractor Proposal	The Contractor Proposal submission(s).
Customer Service Center (CSC) Back Office System (BOS)	NCTA CSC Back Office Hardware and Software provided by a third-party Contractor to support the customer service, Account management, transaction processing and interfaces to Interoperable Agencies.
Dashboard	A visual display of collected information that is consolidated, arranged, and displayed on a screen(s) in an interactive and intuitive manner so that the information can be monitored and interpreted at a glance. A Dashboard is should include access to drill down links for more detailed information, including, but not limited to, additional screens, static and drill-down reports.

Term	Definition
Days	Calendar Days, unless otherwise specified.
Deliverable(s)	All Documentation and any items of any nature submitted by the Contractor to the NCTA’s Project Manager for review and Approval pursuant to the terms of this Agreement. See “Submittal”.
Design	The process and Documentation and Deliverables that define and establish all elements of the System, including but not limited to the architecture, components, modules, interfaces and data for the System to satisfy the Requirements set forth in <b>Section III, Scope of Work and Requirements</b> and the Agreement. Also meant to refer to the completed Design document. See “Design Documentation”.
Design Documentation	Documentation, including Deliverables required in <b>Section III, Scope of Work and Requirements</b> that describe, document and elaborate the Design for review and Approval by NCTA, including as examples: the Software Development Plan, System Requirements Document, System Detailed Design Document and other materials required to adequately document the System as Designed.
Disaster Recovery	The process of re-establishing and making available the NCTA RTCS and Operations after an event which renders the System inoperable as further set forth in the <b>Section III, Scope of Work and Requirements</b> .
Documentation	Material, Submittals and Deliverables that provide official information or evidence that serves as a record in accordance with <b>Section III, Scope of Work and Requirements</b> and the Agreement.
Equipment	See “Hardware”.
Express Lanes	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 Contract, an Express Lane Facility is US-74.
Extra Work	Changes resulting in additions or deletions to the type or value of Services provided pursuant to this Agreement as directed by the NCTA.
Final Acceptance	Final Acceptance of each System will be considered by NCTA to have occurred, when NCTA has received and Approved all Project documents, drawings, Software, interface data, test data, manuals and other Deliverables for the relevant System.

Term	Definition
Force Majeure	The circumstances as defined in this Agreement whereby either party is excused from meeting a performance requirement specified in this Agreement.
Go-Live	The date on which live Operations commence. Further defined for purposes of determination of the Bonus on the Monroe Expressway, as when all toll locations on the Monroe Expressway have been Commissioned, the Host has been Commissioned, full and correct data transmission to and from the NCTA CSC Back Office is taking place and the RTCS is in full revenue service, successfully collecting revenue at all toll locations.
Hardware	“Hardware” is an all-inclusive term to mean the Equipment, Hardware, associated peripherals, associated firmware, electrical and other materials and supplies necessary or furnished by the Contractor to provide Services pursuant to the Contract Documents.
Holiday(s)	Days that are designated by NCTA as Holidays for purposes of this Agreement.
Image File	A file consisting of digital images for processing by either OCR or by human review.
Image Toll (I-Toll)	Initially an image-based transaction created at the lane level, but which is subsequently determined to be associated with a valid Transponder Account and is further processed as such.
Implementation Phase	The phase of the Project, which begins at Notice to Proceed and ends at System Acceptance, that includes but is not limited to, the System Design, development, installation, pre-Go-Live testing, transition, data migration, Go-Live and Acceptance Testing.
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions 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)	Agencies that have a relationship that is Interoperable with NCTA and/or other Agencies.
Key Personnel	Staff designated as “key” in the NCTA RTCS RFP and <b>Section III, Scope of Work and Requirements</b> , subject to the Approvals and conditions set forth therein and in the Agreement. Also referred to as “Key Team Personnel” or “Key Team Member”.

Term	Definition
Maintenance	Services performed by the Contractor pursuant to <b>Section III, Scope of Work and Requirements</b> . May also be referred to as “Maintenance Services or Maintenance and Software Support Services.”
Maintenance Online Management System (MOMS)	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.
Maintenance Phase	The Project phase which begins upon System Acceptance. Also known as Maintenance, Operations, and Support Services Phase.
Maintenance Services	The Maintenance and related Services required to be furnished by the Contractor, pursuant to the Contract Documents. See Maintenance Phase.
Metro Area Network (MAN)	Network between the vault/Hub LANs and the WAN, or the fiber network that interconnects individual roadside networks to data centers (fiber from US74 Express Lane network to MRTMC).
NCDOT	The North Carolina Department of Transportation.
NCTA	The North Carolina Turnpike Authority.
NCTA Designated Representatives	Person or persons authorized by the NCTA to represent NCTA in all dealings with the Contractor.
NCTA Operations Center	See “Customer Service Center”.
North Carolina Turnpike Authority (NCTA)	The business unit of the North Carolina NCTA of Transportation responsible for this procurement and Contract.
Notice	A formal communication addressing legal and Contractual matters, not applicable to daily Implementation and Operation and Maintenance communications.
Notice to Proceed (NTP)	The written authorization by the NCTA designating the date and time for the Contractor to commence Work.
Open Road Tolling (ORT)	A system that electronically collects tolls while vehicles pass through the tolling zone at highway speeds. Can operate at toll locations that also have conventional toll lanes.
Operations	Services performed such as transaction processing and image review to be furnished under this Agreement.
Operations Contractor	The Contractor responsible for NCTA CSC Back Office Operations.

Term	Definition
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.
Order of Precedence	The order in which Agreement documents control in the event of a conflict or ambiguity in such documents.
Performance Requirements	The required level of performance standards for this Contract as set forth in the Terms and Conditions and <b>Section III, Scope of Work and Requirements.</b>
Pervasive Defect	A persistent or reoccurring issue or problem as further set forth in the Agreement.
Plan(s)	Contractor Deliverable that identifies approach to a particular aspect of the Work submitted for Approval in accordance with <b>Section III, Scope of Work and Requirements</b> , including but not limited to Transition, Training, Project Management, Staffing, Maintenance, System Support, Disaster Recovery, and Business Continuity Plans.
Price Proposal	Contractor pricing provided in response to this RFP and in accordance with the instructions provided herein.
Priority	Ranking and assignment of importance used in the identification, monitoring, correction and reporting of System problems, bugs, and failures in accordance with <b>Section III, Scope of Work and Requirements.</b>
Project	The total Work set forth in <b>Section III, Scope of Work and Requirements</b> and as further set forth and detailed in the Agreement Documents.
Project Implementation Schedule	The detailed schedule developed and maintained by the Contractor that lists all tasks related to the Design, development, testing, installation and deployment of the System as defined in <b>Section III, Scope of Work and Requirements.</b> The schedule is subject to Approval by the NCTA. Upon Approval it becomes the Approved Baseline Project Implementation Schedule pursuant to the Agreement.
Project Manager	The NCTA's duly authorized representative designated to manage this Work and Agreement.
Proposal	Contractor's entire submission in response to this RFP.
Proposer	An entity that has submitted a Proposal on this RFP.

Term	Definition
Provisional Acceptance	Acceptance with conditions attached, as further set forth in <b>Section V, Terms and Conditions.</b>
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.
Requirements	Each of the required Work activities in numbered form as set forth in <b>Section III, Scope of Work and Requirements</b> 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 RTCS submitted by the Contractor for Approval by NCTA and that serves to track completion of Design, development and testing as further described in <b>Section III, Scope of Work and Requirements.</b>
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party contractors.
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.
Roadside Toll Collection System (RTCS)	The System and Services that constitute the Work for this Project.
Roadway Support Systems (RSS)	The subsystems that support the Roadside Toll Collection System typically associated with a back office component including the Toll Host System, Central Image Servers (if provided), Facility Server(s), DVAS and the MOMS.
Scope of Work and Requirements	The Agreement Document found in <b>Section III, Scope of Work and Requirements</b> that captures and defines the Work activities, Submittals and Deliverables and Performance the Contractor must execute in performance of the Work.
Services	All Contractor activities required by this Agreement. Also referred to as “Work”.

Term	Definition
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 System, as further set forth in <b>Section III, Scope of Work and Requirements</b> . Software includes all associated features and functions described in <b>Section III, Scope of Work and Requirements</b> , including all 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 System, 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.
State	Shall mean the State of North Carolina, the North Carolina Turnpike Authority (NCTA) as an Authority or in its capacity as the Award Authority.
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. Also referred to as "Subconsultant".
Submittal	See "Deliverable".
System	The Software and components including firmware, Hardware, Equipment, components, subcomponents, furniture and fixtures provided, procured, furnished and installed under this Agreement to meet the Requirements of the System, as further set forth in the Agreement Documents.
System Acceptance	A completion milestone defined in <b>Section III, Scope of Work and Requirements</b> . Upon System Acceptance, the Maintenance Phase begins.
System Detail Design Document (SDDD)	Document Deliverable that includes but is not limited to the defined architecture, components, interfaces, Design and functionality for the RTCS to satisfy applicable Requirements in <b>Section III, Scope of Work and Requirements</b> , which is submitted by the Contractor for Approval by the NCTA.
System Maintenance	Part of the Contractor-provided support of the Hardware Systems and System Software during the Maintenance Phase.
Toll Facility	A collection of Tolling Locations within limits of a roadway or roadway segment.

Term	Definition
Toll Host System	The central computer System that controls and manages the data to and from the lanes and which interfaces with the existing NCTA CSC Back Office and along with the other Roadway Support System components, also provides support functionality such as Maintenance Online Management System (MOMS) and Digital Video Audit System (DVAS) functionality.
Toll Zone	A single Tolling Location covering one direction of traffic.
Tolling Location	One or more Toll Zones located in close proximity covering tolling in opposite directions of traffic.
Transponder	In-vehicle radio frequency device read by the RTCS RF antenna(s) and reader Equipment in in a toll lane.
Transponder/Tag Status or Validation Files	File containing a list of current Transponder statuses which is developed and transmitted in accordance with <b>Section III, Scope of Work and Requirements</b> .
Transportation Management Center (TMC)	The Transportation Management Center is the hub of the NCTA traffic management System, where information about the toll System network is collected and combined with other operational and control data to manage the toll System network and to produce traveler information.
Updates	Generally refers to a patch released for existing Software to fix any identified bugs, errors or security issues; may also include providing support for new Hardware, as well as performance tuning.
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 but does not include significant new functionality.
Work	See “Services”.

## Acronyms

Acronym	Meaning
ACH	Automated Clearing House
ACK	Acknowledgement Files
AET	All-Electronic Tolling
ALPR	Automatic License Plate Recognition
AVDC	Automatic Vehicle Detection Classification
AVI	Automatic Vehicle Identification
BAFO(s)	Best and Final Offer(s)
BCP	Business Continuity Plan
BOM	Bill of Materials
BR	Business Rules
CAD	Computer Aided Design
CCTV	Closed-Circuit Television Camera
CMDB	Configuration Management Database
COTS	Commercial Off-the-Shelf
CPU	Central Processing Unit
CRM	Customer Relationship Management
CSC BOS	Customer Service Center Back Office System
CSR	Customer Service Representative
CSWRD	Conformed Scope of Work and Requirements Document
DB	Design Build or Design Builder
DBA	Database Administrator
DBE	Disadvantaged Business Enterprise
DMV	Department of Motor Vehicles
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EMI	Electromagnetic Interference

Acronym	Meaning
ETC	Electronic Toll Collection
FAT	Factory Acceptance Test
FHWA	Federal Highway Administration
FIFO	First in First Out
FTP	File Transfer Protocol
GP	General Purpose Lane
GS (G.S.)	North Carolina General Statutes
GUI	Graphical User Interface
HOT	High Occupancy Toll Lane
HOV	High Occupancy Vehicle
HTML	Hypertext Transfer Markup Language
HTTPS	Hypertext Transfer Protocol Secure
HVAC	Heating Ventilation and Air Conditioning
IAG	E-ZPass Interagency Group
ICD	Interface Control Document
ICLP	Interoperable Customer License Plate
ICPS	Image Capture and Processing System
ID	Identification
IEEE	Institute of Electrical and Electronics Engineers
IP	Internet Protocol
IRS	Internal Revenue Service
ISO	International Standards Organization
ISP	Internet Service Provider
IT	Information Technology
I-Toll/IToll	Image Toll
ITS	Intelligent Transportation Systems
KPIs	Key Performance Indicators
LAN	Local Area Network

Acronym	Meaning
LED	Light Emitting Diode
LOS	Level of Service
LP	License Plate
MBE/WBE	Minority Business Enterprise/Women Based Enterprise
MOMS	Maintenance Online Management System
MOT	Maintenance of Traffic
MRTMC	Metrolina Regional Transportation Management Center
MS	Microsoft
MTBF	Mean Time Between Failures
MTP	Master Test Plan
MUTCD	Manual on Uniform Traffic Control Devices
NACHA	National Automated Clearing House Association
NACK	Negative Acknowledgement Files
NCDOT	North Carolina Department of Transportation
NCSHP	North Carolina State Highway Patrol
NCTA	North Carolina Turnpike Authority
NCUCP	North Carolina Unified Certification Program
NEC	National Electric(al) Code
NEMA	National Electrical Manufacturers Association
NTP	Notice to Proceed
OCR	Optical Character Recognition
OIT	Onsite Installation Test
OJT	On-the-Job Training
OSHA	Occupational Safety and Health Administration
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMP	Project Management Plan

Acronym	Meaning
PTZ	Pan-Tilt-Zoom
QA	Quality Assurance
QC	Quality Control
RDBMS	Relational Database Management System
RFI	Radio Frequency Interference
RFI	Request for Information
RFP	Request for Proposal
ROI	Region of Interest
RTCS	Roadside Toll Collection System
RTF	Rich Text Format
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
RSS	Roadway Support System
SAN	Storage Area Network
SDDD	System Detailed Design Document
SDLC	Software Development Life Cycle
SDP	Software Development Plan
SOW	Scope of Work
SPSF	Small Professional Services Firm
SRD	System Requirements Documents
SRR	System Requirements Review
STOC	Statewide Transportation Operations Center
TCP/IP	Transmission Control Protocol/Internet Protocol
TMC	Transportation Management Center
TSI	Transaction Status Indicators
TSL	Transponder Status List
UIL	User Identification Lists
UL	Underwriter's Laboratory

Acronym	Meaning
UO	Unusual Occurrence
UPS	Uninterruptible Power Supply
URL	Uniform Resource Locator
USDOT	United States Department of Transportation
USPS	United States Postal Service
VEL	Violation Enforcement List
VLAN	Virtual Local Area Network
VPN	Virtual Private Network
VTMS	Variable Toll Message Signs
WAN	Wide Area Network
XML	Extensible Markup Language

# **Section III**

## **Scope of Work and Requirements**

## TABLE OF CONTENTS

<b>I. ROADSIDE TOLL COLLECTION SYSTEM (RTCS) – FUNCTIONAL REQUIREMENTS</b> .....	<b>1</b>
<b>I.1 PROJECTS OVERVIEW</b> .....	<b>1</b>
I.1.1 Monroe Expressway.....	1
I.1.2 US-74 Express Lanes.....	2
I.1.3 General Description of Scope of Work.....	4
<b>I.2 ROADSIDE TOLL COLLECTION SYSTEM – GENERAL REQUIREMENTS</b> .....	<b>5</b>
I.2.1 Hardware and Software General Requirements.....	5
I.2.2 Bill of Materials.....	9
I.2.3 Spare Parts and Support.....	9
I.2.4 RTCS Software.....	10
I.2.5 RTCS Toll Facility and Lane Configurations.....	10
I.2.6 Roadside Access Requirements .....	12
I.2.7 Roadside System Subsystems.....	13
I.2.8 Digital Video Audit System (DVAS) .....	25
I.2.9 Enforcement Notification .....	28
I.2.10 Wrong-way Vehicle Notification .....	28
I.2.11 Zone Controller .....	29
I.2.12 Access Control and Security Monitoring System (ACSMS).....	40
I.2.13 Critical Environmental Monitoring System (CEMS) .....	41
I.2.14 Uninterruptible Power Supply (UPS) .....	41
<b>I.3 RTCS – MONROE EXPRESSWAY AET FACILITIES</b> .....	<b>42</b>
I.3.1 AET Facility Types and Concept.....	42
I.3.2 Modes of Payment.....	42
I.3.3 Lane Modes .....	42
I.3.4 Classification Structure .....	43
I.3.5 Fare Determination.....	43
<b>I.4 RTCS – EXPRESS LANES TOLL FACILITIES</b> .....	<b>43</b>
I.4.1 Express Lanes – Operational Goals .....	43
I.4.2 Express Lanes – Toll Collection Policy .....	44
I.4.3 Express Lanes – Basis of Toll Adjustment.....	44
I.4.4 Express Lanes – Modes of Operation.....	45
I.4.5 Express Lanes – Types of Separation.....	46
I.4.6 Express Lanes – Toll Collection Structure.....	46
I.4.7 Express Lanes – Signage.....	47
I.4.8 Express Lanes – Business Rules.....	47
I.4.9 Express Lanes – Modeling.....	49
I.4.10 Express Lanes – Eligibility and Toll Payment.....	49
I.4.11 Express Lanes – Enforcement.....	50
<b>I.5 ROADSIDE TOLLING FACILITY SERVER</b> .....	<b>51</b>
<b>I.6 ROADWAY PAVEMENT, TOLL GANTRY, AND EQUIPMENT VAULT DESIGN SUPPORT</b> .....	<b>52</b>
I.6.1 General Design Requirements.....	52
I.6.2 Toll Gantry.....	52
I.6.3 Equipment Vault.....	53
I.6.4 Roadway Pavement .....	54

1.6.5	Communications.....	55
1.6.6	Utility Power.....	56
1.6.7	Generators.....	56
<b>2.</b>	<b>ROADWAY SUPPORT SYSTEM (RSS) – FUNCTIONAL REQUIREMENTS.....</b>	<b>56</b>
<b>2.1</b>	<b>ROADWAY SUPPORT SYSTEMS (RSS) – GENERAL REQUIREMENTS.....</b>	<b>56</b>
2.1.1	Roadway Support Systems (RSS) Hardware and Third-party Products.....	59
2.1.2	Roadway Support System (RSS) Printers.....	61
2.1.3	Roadway Support System (RSS) Uninterruptable Power Supply (UPS).....	61
2.1.4	Image Server.....	61
2.1.5	Data Backup.....	62
2.1.6	Archive and Purge Control Mechanisms.....	62
2.1.7	Maintenance Access and Application Access.....	63
2.1.8	Roadway Support Systems (RSS) Software.....	64
2.1.9	Version Tracking Requirements.....	67
2.1.10	Diagnostics.....	67
2.1.11	Data Security.....	67
2.1.12	Transaction Audit and Verification.....	67
2.1.13	Data Summarization.....	68
2.1.14	Data Warehouse.....	68
2.1.15	Fare Calculation.....	69
2.1.16	Transaction Pre-processing.....	69
2.1.17	Roadway Support System (RSS) Application Software.....	70
2.1.18	Time Synchronization.....	91
2.1.19	General Requirements for Interfaces.....	92
<b>2.2</b>	<b>ROADWAY SUPPORT SYSTEMS (RSS) – EXPRESS LANES.....</b>	<b>96</b>
2.2.1	VTMS Control.....	96
2.2.2	Dynamic Pricing System.....	97
2.2.3	Mobile Enforcement Application.....	99
<b>2.3</b>	<b>INTEROPERABILITY.....</b>	<b>99</b>
<b>3.</b>	<b>ROADWAY SYSTEM TRANSITION.....</b>	<b>100</b>
<b>3.1</b>	<b>ROADWAY SYSTEM TRANSITION – GENERAL REQUIREMENTS.....</b>	<b>100</b>
<b>3.2</b>	<b>RTCS SYSTEM IMPLEMENTATION.....</b>	<b>100</b>
<b>3.3</b>	<b>TRANSITION TO REVENUE COLLECTION.....</b>	<b>101</b>
3.3.1	RTCS System Transition Plan.....	101
<b>4.</b>	<b>ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION REQUIREMENTS.....</b>	<b>104</b>
<b>4.1</b>	<b>INSTALLATION PROGRAM.....</b>	<b>104</b>
<b>4.2</b>	<b>INSTALLATION PLAN.....</b>	<b>105</b>
<b>4.3</b>	<b>INSTALLATION AND CONSTRUCTION COORDINATION AND MEETINGS.....</b>	<b>106</b>
4.3.1	Construction Coordination with Infrastructure Contractors.....	106
4.3.2	Construction Coordination with Constructor.....	108
<b>4.4</b>	<b>GENERAL INSTALLATION REQUIREMENTS.....</b>	<b>108</b>
<b>4.5</b>	<b>COMPLIANCE TO STANDARDS.....</b>	<b>108</b>
<b>4.6</b>	<b>RTCS INSTALLATION REQUIREMENTS.....</b>	<b>109</b>
<b>4.7</b>	<b>ROADWAY SUPPORT SYSTEM (RSS) INSTALLATION REQUIREMENTS.....</b>	<b>111</b>
<b>4.8</b>	<b>INSTALLATION CHECKLIST.....</b>	<b>112</b>

<b>4.9</b>	<b>ELECTRICAL WORK.....</b>	<b>112</b>
<b>4.10</b>	<b>LANE CLOSURE AND TRAFFIC CONTROL.....</b>	<b>113</b>
4.10.1	General Requirements and Conditions.....	113
4.10.2	Contingency Plan .....	114
<b>4.11</b>	<b>WORK STANDARDS AND REQUIREMENTS.....</b>	<b>114</b>
<b>4.12</b>	<b>DESIGN AND DOCUMENTATION DURING CONSTRUCTION AND INSTALLATION....</b>	<b>115</b>
4.12.1	Engineering Design .....	115
4.12.2	Document Control .....	115
4.12.3	Installation Design and Drawings.....	115
4.12.4	As-Built Drawings/Documents.....	117
<b>5.</b>	<b>ROADSIDE TOLL COLLECTION SYSTEM PROJECT REQUIREMENTS .....</b>	<b>117</b>
<b>5.1</b>	<b>ROADWAY SYSTEM PROJECT MANAGEMENT .....</b>	<b>117</b>
5.1.1	Program Management and Project Management Plan.....	117
5.1.2	Contractor’s Project Management Office.....	119
5.1.3	Staffing and Key Personnel .....	119
5.1.4	Cooperation with Other Contractors and Providers .....	120
5.1.5	Monthly Report and Progress Meeting During the Implementation Phase .....	121
5.1.6	Project Meetings .....	122
5.1.7	Project Schedule .....	123
<b>5.2</b>	<b>END OF CONTRACT TRANSITION.....</b>	<b>124</b>
<b>5.3</b>	<b>SOFTWARE DESIGN AND DEVELOPMENT REQUIREMENTS.....</b>	<b>125</b>
5.3.1	System Requirements Review (SRR).....	126
5.3.2	Business Rules Development.....	126
5.3.3	System Detailed Design Review.....	126
5.3.4	Reports Design Workshops .....	127
5.3.5	Software Walkthrough.....	127
<b>5.4</b>	<b>DOCUMENTATION .....</b>	<b>128</b>
5.4.1	Requirements Traceability Matrix (RTM).....	129
5.4.2	Business Rules Document .....	130
5.4.3	System Detailed Design Document .....	130
5.4.4	RTCS System Installation Design Requirements Package.....	133
5.4.5	Roadway Support System (RSS) Installation Design and Documentation .....	134
5.4.6	Quality Assurance Plan.....	135
5.4.7	Software Development Plan (SDP).....	136
5.4.8	Master Test Plan (MTP) .....	137
5.4.9	Maintenance Plan .....	139
5.4.10	Disaster Recovery Plan .....	140
5.4.11	Training Program and Plan .....	142
5.4.12	Third-Party Documentation.....	143
<b>5.5</b>	<b>MANUAL REQUIREMENTS .....</b>	<b>144</b>
5.5.1	Manual Submissions and Quantities .....	145
5.5.2	Manuals to be Submitted.....	146
5.5.3	As-Built Documentation .....	150
<b>5.6</b>	<b>QUALITY ASSURANCE PROGRAM.....</b>	<b>151</b>
5.6.1	Records .....	152
5.6.2	Control of Purchase.....	152
5.6.3	Handling, Storage and Delivery .....	152
5.6.4	Inspection at Subcontractor-Vendor Facilities .....	153

5.6.5	Access to/Inspection of Contractor's Facilities .....	153
<b>5.7</b>	<b>TRAINING .....</b>	<b>153</b>
5.7.1	Overview of Training Program.....	153
5.7.2	Training Requirements .....	154
5.7.3	Training Facilities.....	156
5.7.4	Scheduling and Preparation for Training.....	156
5.7.5	Training Materials .....	157
5.7.6	Training Room Set-up and Software Installation.....	158
<b>6.</b>	<b>ROADWAY SYSTEM TESTING REQUIREMENTS .....</b>	<b>158</b>
<b>6.1</b>	<b>ROADWAY SYSTEM TESTING CONCEPT.....</b>	<b>158</b>
6.1.1	General.....	159
6.1.2	Master Test Plan .....	161
6.1.3	Testing Sequence and Logistics .....	161
<b>6.2</b>	<b>FACTORY ACCEPTANCE TEST (FAT).....</b>	<b>162</b>
<b>6.3</b>	<b>ONSITE INSTALLATION TEST (OIT).....</b>	<b>164</b>
<b>6.4</b>	<b>INSTALLATION AND COMMISSIONING TEST .....</b>	<b>166</b>
<b>6.5</b>	<b>RTCS OPERATIONAL AND ACCEPTANCE TEST.....</b>	<b>167</b>
6.5.1	RTCS Operational and Acceptance Test – Express Lanes.....	168
6.5.2	Project Acceptance .....	168
<b>6.6</b>	<b>PERFORMANCE REQUIREMENTS - TESTING .....</b>	<b>168</b>
6.6.1	General Accuracy Requirements .....	169
6.6.2	Transponder Capture Rate .....	169
6.6.3	Transponder Reporting Accuracy .....	169
6.6.4	Transponder Write Performance Accuracy Rate.....	169
6.6.5	Vehicle Detection Accuracy.....	169
6.6.6	Transponder Association Accuracy .....	170
6.6.7	Vehicle Classification Accuracy .....	170
6.6.8	Image Capture Reporting Accuracy .....	170
6.6.9	Overall Image Quality.....	170
6.6.10	Transaction Processing Requirements.....	170
6.6.11	False Read Processing.....	171
6.6.12	Image Transmission Requirements.....	171
6.6.13	AVI Transaction Transmission Requirements .....	171
6.6.14	VTMS Performance .....	171
6.6.15	Transaction Transmission Requirements.....	171
6.6.16	Audit and Reconciliation Requirements.....	171
<b>7.</b>	<b>MAINTENANCE AND SOFTWARE SUPPORT SERVICES .....</b>	<b>172</b>
<b>7.1</b>	<b>ROADWAY MAINTENANCE SERVICES – GENERAL REQUIREMENTS.....</b>	<b>173</b>
7.1.1	RTCS System Warranty Program.....	173
7.1.2	Detailed Maintenance Requirements .....	174
7.1.3	Upgrades and Enhancements .....	176
7.1.4	Software Deployment.....	177
7.1.5	Maintenance Priorities, Response and Repair Times .....	177
7.1.6	Notifications.....	178
7.1.7	Recording of Maintenance Activities.....	179
7.1.8	Audits.....	180
7.1.9	Security Certification .....	180

7.1.10 Cooperation with Other Vendors and Providers ..... 180

**7.2 MAINTENANCE RESPONSIBILITIES AND SERVICES..... 180**

7.2.1 RTCS Hardware Maintenance and Software Support Services..... 181

7.2.2 Monitoring and System Administration Services ..... 182

7.2.3 Interoperability Requirements..... 185

7.2.4 Updates to Maintenance Plan and Other Maintenance Related Documentation ..... 186

7.2.5 Types of Maintenance ..... 186

7.2.6 Maintenance Coverage ..... 188

7.2.7 Spare Parts ..... 188

7.2.8 Repair Depot ..... 190

7.2.9 Annual System Certification..... 191

7.2.10 Emergency Response Management ..... 191

7.2.11 Roadway Support System (RSS) Disaster Recovery ..... 192

7.2.12 Incident and Revenue Loss Reporting ..... 192

7.2.13 Maintenance Staffing, Materials and Training..... 192

7.2.14 Safety..... 196

7.2.15 Security..... 197

7.2.16 Confidentiality ..... 197

7.2.17 Maintenance of Traffic (MOT)..... 197

7.2.18 Maintenance and Software Support Records..... 198

7.2.19 Maintenance Summary Reports..... 198

**7.3 RTCS MAINTENANCE AND SOFTWARE SUPPORT SERVICES..... 199**

7.3.1 RTCS Systems Hardware Maintenance and Software Support Services..... 199

7.3.2 Roadway Support System (RSS) Servers and Database Administration, Maintenance and Software Support Services ..... 200

**7.4 INTELLIGENT TRANSPORTATION SYSTEM MAINTENANCE ..... 201**

7.4.1 Monroe Expressway..... 201

7.4.2 US-74 Express Lanes..... 202

7.4.3 Metrolina Regional Transportation Management Center (MRTMC)..... 203

**7.5 TOLL FACILITIES MAINTENANCE..... 203**

7.5.1 Toll Facilities Maintenance Requirements..... 204

**8. PERFORMANCE REQUIREMENTS – MAINTENANCE AND OPERATIONS ..... 205**

**8.1 GENERAL PERFORMANCE REQUIREMENTS ..... 206**

8.1.1 Performance Measurement ..... 207

8.1.2 Performance Scorecard..... 209

8.1.3 Non-Compliance Performance Adjustments..... 210

8.1.4 Escalation ..... 210

8.1.5 Direct Damages ..... 211

8.1.6 NCTA Identified Anomalies and Research Requests ..... 211

8.1.7 Corrective Actions..... 211

8.1.8 Non-Chargeable and Chargeable Failures ..... 212

8.1.9 Acknowledgement of All Priority Events ..... 213

8.1.10 Time to Respond and Repair (TTRR)..... 213

8.1.11 Mean Time Between Failure (MTBF) ..... 214

8.1.12 Performance Reporting..... 215

**8.2 RTCS PERFORMANCE REQUIREMENT DETAILS..... 215**

8.2.1 AET Lane Availability ..... 216

8.2.2 Express Lanes Availability ..... 216

8.2.3	Variable Toll Message Sign and Camera Availability.....	217
8.2.4	Roadway Support System (RSS) Availability.....	217
8.2.5	Dynamic Pricing System Availability .....	217
8.2.6	Toll Facility Maintenance Completeness.....	218
8.2.7	ITS Complete and Timely Data Transmission .....	218
8.2.8	AVI Transaction Complete and Timely Transmission .....	219
8.2.9	Image Transaction Complete and Timely Transmission .....	219
8.2.10	AVI Transaction Accuracy.....	220
8.2.11	Image Transaction Accuracy.....	220
8.2.12	Image Rejection Accuracy.....	221
8.2.13	Image Quality .....	221
8.2.14	Back Office File Communications.....	222

## TABLES AND FIGURES

FIGURE 1: MONROE EXPRESSWAY LIMITS.....	1
FIGURE 2: US-74 EXPRESS LANES PROJECT LIMITS .....	2
FIGURE 3: US-74 – REVERSIBLE EXPRESS LANE CONCEPT .....	3
TABLE 1: MONROE EXPRESSWAY TOLLING ZONE LANE CONFIGURATIONS.....	12
TABLE 2: US-74 EXPRESS LANES TOLLING ZONE LANE CONFIGURATIONS.....	12
TABLE 3: MANUAL REQUIREMENTS.....	145
TABLE 4: RTCS PERFORMANCE MEASURES .....	207
TABLE 5: CONTRACTOR’S MONTHLY PERFORMANCE SCORECARD .....	209
TABLE 6: NON-COMPLIANCE ADJUSTMENTS.....	210

## LIST OF ATTACHMENTS

- Attachment 1 – Future Project Transactions
- Attachment 2 – US-74 Express Lanes ConOps Final Rev
- Attachment 3 – Monroe Gantry and Layout 50 Percent Plans
- Attachment 4 – US-74 Conceptual Plans for AET
- Attachment 5 – State of North Carolina, Statewide Information Security Manual
- Attachment 6 – NCTA CSC Back Office System RTCS File Exchanges – ICD (DRAFT)
- Attachment 7 – Monroe and US-74 ITS Equipment List
- Attachment 8 – US-74 Signing Schematic
- Attachment 9 – Responsibility Matrix
- Attachment 10 – Monroe ORT SOW from DB RFP
- Attachment 11 – Current AET Standard Drawings
- Attachment 12 – US-74 and Monroe Communications Schematic
- Attachment 13A – Monroe [Preliminary-90% ITS Design Plans – Part A](#)
- [Attachment 13B – Monroe 90% ITS Design Plans – Part B](#)
- Attachment 14 – Monroe ITS SOW from DB RFP
- Attachment 15 – Monroe ITS Special and Standard Details
- Attachment 16 – US-74 Conceptual Plans for ITS
- Attachment 17 – MRTMC Floor Plan
- Attachment 18 – US-74 Conceptual Plans for Gate Control System
- Attachment 19 – Toll Facilities Maintenance Scope of Work
- Attachment 20 – Gate Control System Interface Functional Requirements
- [Attachment 21 – NC License Plate Guidebook \(Updated 03-24-14\)](#)

# I. ROADSIDE TOLL COLLECTION SYSTEM (RTCS) – FUNCTIONAL REQUIREMENTS

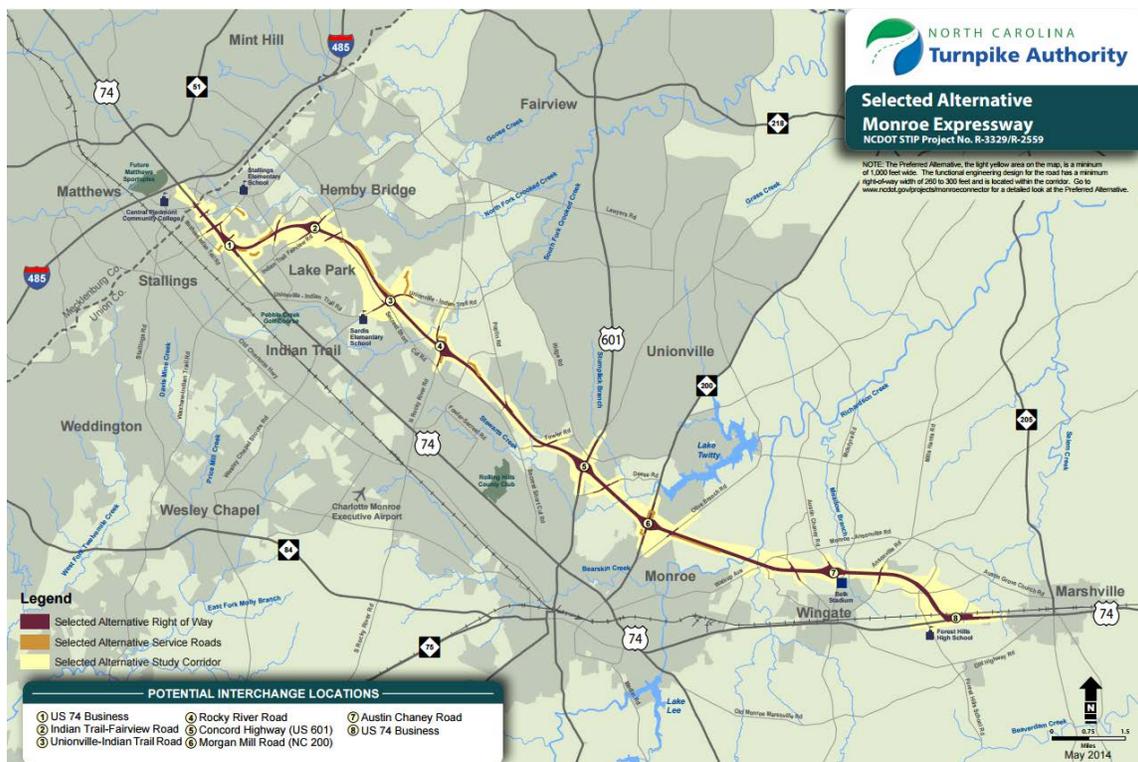
## I.1 Projects Overview

The Scope of Work involves implementing the Roadside Toll Collection System (RTCS) on two Projects which are located on two separate Toll Facilities, the Monroe Expressway and US-74 Express Lanes, as further discussed below. The Contractor will be responsible for the following for the Contract Term:

- Roadside Toll Collection System
- Dynamic Pricing System
- Roadside Toll Collection System Operations and Maintenance
- ITS Maintenance
- Toll Facilities Maintenance

### I.1.1 Monroe Expressway

The Monroe Expressway will extend over 21 miles from US-74 near I-485 in Mecklenburg County to U.S. 74 between the towns of Wingate and Marshville in Union County, as shown in Figure I below.



**Figure I: Monroe Expressway Limits**

It is a greenfield Project and will be an AET tolling facility and will include the following:

- AVI and Image-based tolling;
- Seven (7) barrier-based bi-directional mainline Toll Locations for a total of fourteen (14) total Toll Zones;

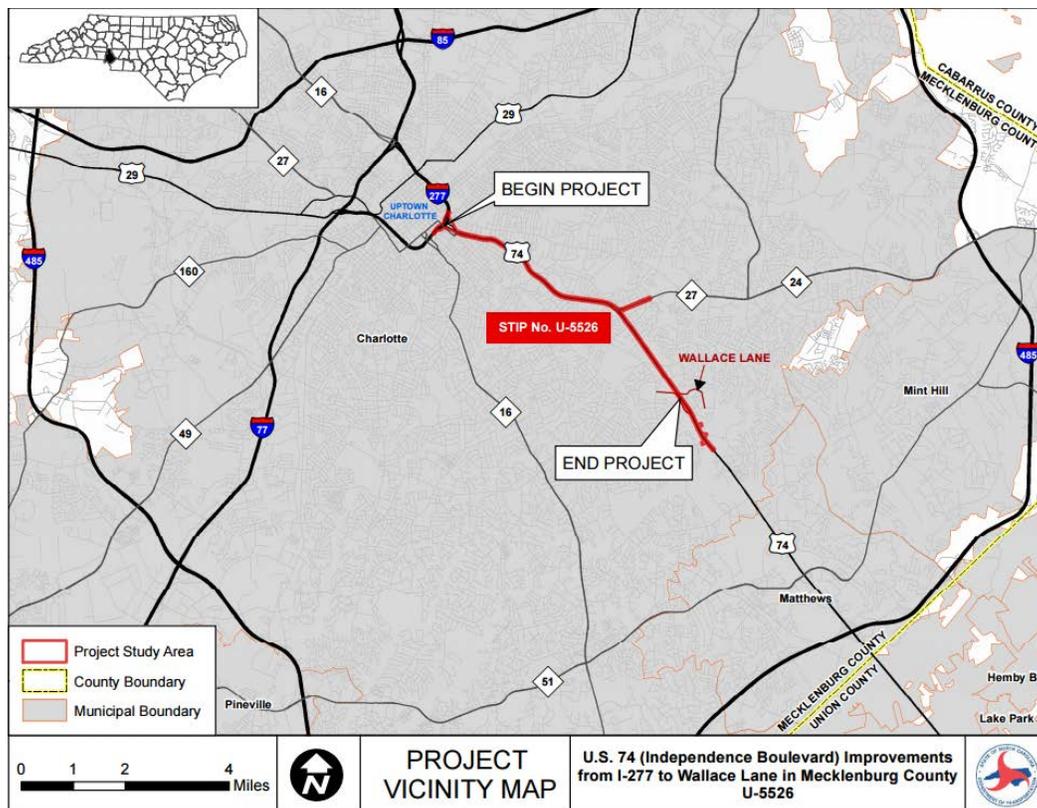
- Dual gantry design providing for a 50-foot separation between the gantry columns, and
- An asphalt roadway surface, including through the Tolling Zone.

The Monroe Expressway Project does not include dynamic pricing.

Forecasted transactions ~~and revenue~~ for the Monroe Expressway ~~is-are~~ provided in Attachment I – Future Project Transactions. NCTA does not guarantee that these transaction ~~and revenue~~ levels will occur.

### I.1.2 US-74 Express Lanes

The US-74 Express Lanes Project will convert the bus lanes in the median of Independence Boulevard (US-74) in Charlotte from I-277 to Wallace Lane to Express Lanes. The Project length is 5.8 miles and is presented in Figure 2 below.



**Figure 2: US-74 Express Lanes Project Limits**

US-74 will be an Express Lanes Toll Facility (anticipated 45 mph posted speed) that includes a single reversible lane between I-277 and Albemarle Road and one Express Lane in each direction between Albemarle Road and Wallace Lane. At the Tolling Location, the reversible lanes traverse two Toll Zones (each Toll Zone has a single reversible lane.) See Figure 3 for the reversible lane concept. The Toll Facility will consist of two distinct segments:

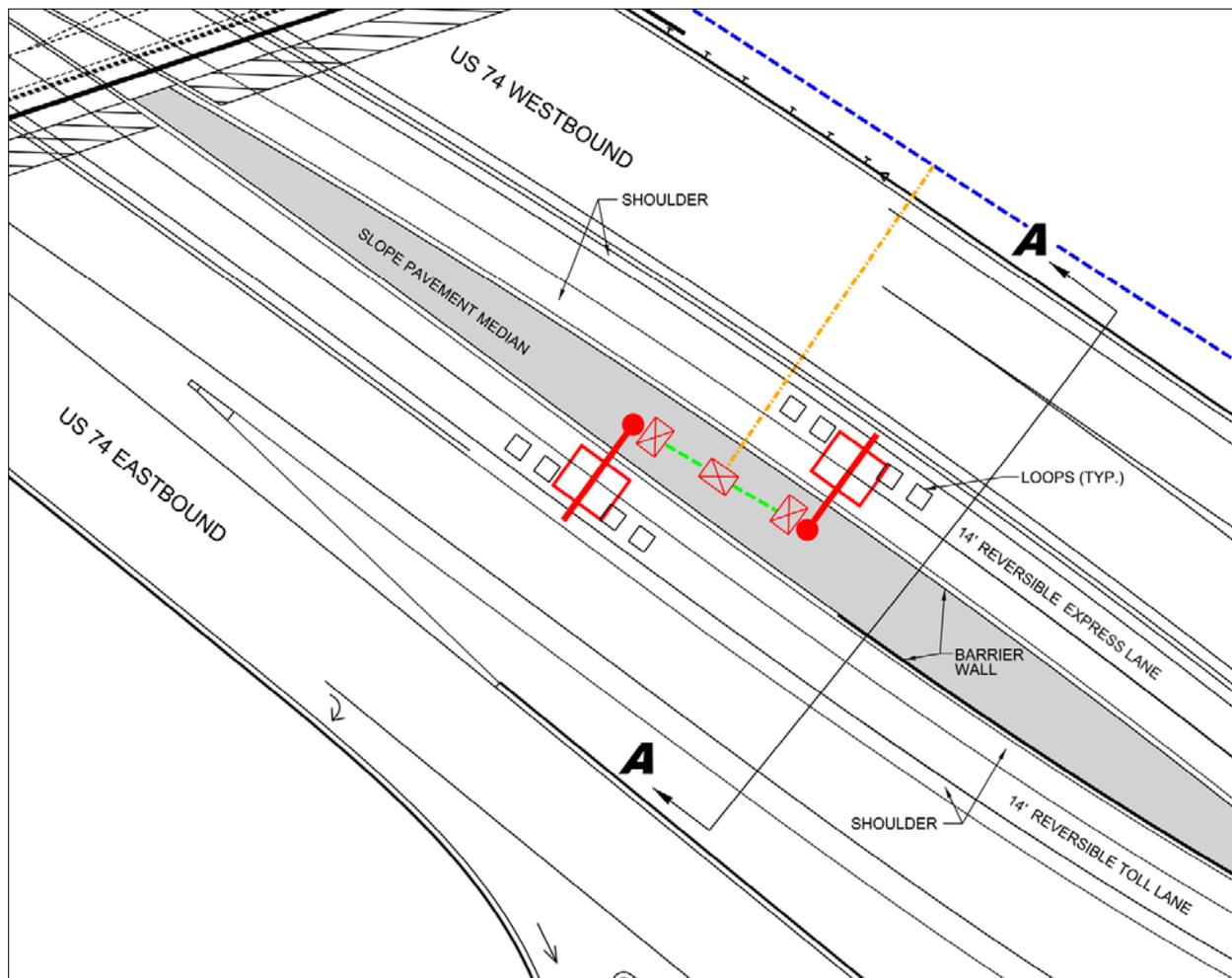
- I-277 to Albemarle Road will consist of one reversible Express Lane. The Express Lane will operate in the inbound/westbound direction (toward Uptown Charlotte) in the morning and in

the outbound/eastbound direction (towards Matthews) in the afternoon. The Express Lane will be separated from the general purpose traffic lanes by concrete barriers on either side.

- Albemarle Road to Wallace Lane will consist of one Express Lane in each direction. It is planned that the Express Lanes will be separated from the general traffic lanes by a four-foot buffer with plastic delineators.

The Project includes the following:

- Conversion of an existing bus lane to a reversible Express Lane,
- AVI and Image-based tolling, and
- Dynamic pricing.



**Figure 3: US-74 – Reversible Express Lane Concept**

Plans are for HOV declaration via E-ZPass Flex (TDM protocol) to be required for vehicles to qualify for the discounted fare, using the switchable Transponder or self-declaration application. The plan will be finalized in Business Rules development and Design. The Concept of Design and Operations is provided in Attachment 2.

Forecasted transaction ~~and revenue~~ for the ~~Monroe Expressway~~ US-74 Express Lanes over a 10-year period is provided in Attachment I. NCTA does not guarantee that these transaction ~~and revenue~~ levels will occur.

### 1.1.3 General Description of Scope of Work

The Contractor shall procure, furnish, Design, test, install, operate and maintain the toll facilities, including all aspects required to create a complete NC Quick Pass (Transponder-based) or Bill by Mail (image-based) transaction and transmit the transaction from the roadside to the existing NCTA CSC Back Office. The Scope of Work also includes review and verification, digital video audit system (DVAS), and Toll Host System (including dynamic pricing algorithm and pricing sign control). Additionally, the Contractor is expected to provide a Complete Transaction, or a fully formed, image reviewed, and verified image-based and AVI transactions for processing, reporting, and reconciliation with the existing NCTA CSC Back Office. The RTCS components shall include all **Roadside Systems** and **Roadway Support Systems** to provide complete and properly formed transactions ready for processing by the existing NCTA CSC Back Office.

The Roadside Systems shall be located at the Tolling Location and shall include, but not be limited to, the following:

- Tolling Zone Controller;
- Automated Vehicle Identification (AVI) System provided by NCTA for integration by the Contractor;
- Image Capture & Processing Systems (ICPS);
- Automatic Vehicle Detection and Classification (AVDC);
- Transaction Status Indicator (TSI) HOV indicator beacons for Express Lane facilities;
- Interfaces to roadside Wrong-Way Vehicle electronic signs and alert/warning notification processing;
- Supporting electronics, devices, and associated communications Equipment, and
- Facility Servers (optional) to support transaction and image processing, storage, and forwarding from the roadside Tolling Locations.

The Roadway Support Systems (RSS) shall be located at the existing Metrolina Regional Transportation Management Center (MRTMC) building or at a Monroe Expressway equipment vault (location to be Approved by NCTA during System Design) and shall include the following:

- Toll Host System (including transaction processing, reporting, image review screens for image processing, automated image processing, and dynamic pricing module supporting one or more Express Lane facilities);
- Integrated Digital Video Audit System (DVAS);
- Integrated Maintenance Online Management System (MOMS);
- All required local, metro, and wide area networks;
- Critical Environmental Monitoring System (CEMS), and
- Access Control and Security Monitoring System (ACSMS) for Tolling Locations and equipment vaults.

In addition, the Scope of Work and Requirements for the RTCS includes Project Management, Documentation, Design, Development, integration of a turn-key solution, testing, installation, Commissioning, Maintenance, and Operations - including license plate image verification and reversible Express Lanes monitoring to provide accurate, fully formed and verified transactions to the existing NCTA CSC Back Office for processing.

The Contractor shall coordinate with the NCTA, the Monroe Expressway Design Build Team (the “Constructor”), and the US-74 Roadway Contractor (the “Constructor”) for all toll System

construction-related activities anticipated for this RTCS Project. The Contractor shall provide toll System Design specifications to the Constructor and shall be required to review the engineering Design and provide feedback and potential impacts of the Toll System installation and performance early in the Design process.

Unique to this Project is that the Constructor is procuring and installing the ITS elements for both US-74 Express Lanes Facility and Monroe Expressway AET Facility, and the Contractor shall be responsible for integrating with US-74 Express Lane ITS elements (such as Variable Toll Message Signs (VTMS) and VTMS cameras under RTCS Maintenance) and shall be responsible for Maintenance of all ITS elements and Toll Facilities of both Projects.

It is the intent of the Requirements to permit the Contractor the flexibility in the Design and Development of the RTCS to reflect innovation and state-of-the-art, proven technology that is fully capable of meeting the required operational, performance, and contractual Requirements. Further, it is the intent of NCTA to provide the Contractor with a set of Performance Requirements, as detailed in Section 6.6 and 8, that are not overly prescriptive and reflect the minimum tolerable performance expected of the Contractor to avoid unnecessary impact to the NCTA or performance measurement and verification, to the Contractor for performance compliance reporting, and to customers or the general public.

The Contractor shall be responsible for furnishing and mobilizing all required Equipment, facilities and resources to carry out this Scope of Work and to meet Contract Requirements. This includes but is not limited to mobilization; local office space; installation equipment storage; demobilization and site clean-up; all permits, licenses, fees, insurance and bonds; coordination and cooperation with NCTA, third parties, Constructor, NC Quick Pass and IAG agencies; maintenance of traffic (MOT); development and production of Documentation, Design drawings, Plans and schedules; training; testing; safety; cooperation with NCTA rules regarding security and revenue control, and Quality Assurance and Quality Control.

## 1.2 Roadside Toll Collection System – General Requirements

### 1.2.1 Hardware and Software General Requirements

1	All Hardware and Equipment supplied under this Contract shall be new and certified to have a ten (10) year minimum service life. Materials and products that have been previously used for development work or the Contractor's internal testing, or items that have been salvaged or rebuilt shall not be permitted to be used in connection with this Contract.
2	All components, supplies and materials furnished under this Contract for the Roadside Toll Collection System (RTCS) shall be new, Commercial Off-the-Shelf (COTS) and field proven in revenue Operations.
3	All components procured, furnished, and installed by the Contractor shall be available through multiple sources identified by the Contractor and the names of such sources shall be included in the bill of materials (BOM) and readily available to NCTA, unless otherwise Approved by NCTA during Design.
4	The NCTA shall have the right to purchase third-party Equipment directly from the Equipment vendor.
5	All Hardware and Software provided under this Contract shall be supported by their

	manufacturers, and shall be Upgradeable, maintained, Updated, patched and secured throughout the Contract Term.
6	Proof of purchase in the form of purchase orders, dated invoices and shipping bills shall be retained by the Contractor and furnished to NCTA in accordance with the Requirements of this Scope of Work and Requirements and the Contract.

1.2.1.1. *Maintainability*

7	<p>The RTCS Hardware shall be Designed with the following specifications:</p> <ul style="list-style-type: none"> <li>• modular, replaceable and repairable components to allow for efficient Maintenance;</li> <li>• all replacements shall be plug compatible with no changes required;</li> <li>• all components that perform the same function shall be interchangeable;</li> <li>• all zone controllers shall be Designed such that they are identical and can be configured to operate the specific number of lanes at each site as shown in <b>Attachment 3: Monroe Gantry and Layout 50 Percent Plans</b> and <b>Attachment 4: US-74 Express Lanes Conceptual Plans for AET</b> through the addition of Hardware pluggable modules and setting of appropriate Software parameters;</li> <li>• zone controllers shall be expandable for at least one additional travel lane to accommodate for future growth without major Hardware or Software modifications;</li> <li>• where possible, all in-lane Equipment shall use TCP/IP network protocol to communicate with the zone controller;</li> <li>• Contractor’s electronic Design and installation shall prevent electrical disturbances and noise in the electronics;</li> <li>• All expansion bus (for example PCIe) shall have a minimum two (2) spare slots to support the addition of components;</li> <li>• all field wiring shall be terminated on screw lugs or connectors and all connectors shall be keyed or polarized to prevent incorrect connections;</li> <li>• all wiring and connectors shall be labeled and strain relief shall be provided to protect the conductors;</li> <li>• surge suppression shall be provided for all field wiring susceptible to lightning or similar surges;</li> <li>• all lane Equipment shall be fused and protected against over current, over voltage, under voltage and lightning;</li> <li>• redundant power supplies shall be provided for all required internal DC voltages, and</li> <li>• all Equipment shall be properly grounded to ensure the safety of Maintenance personnel.</li> </ul>
---	--

1.2.1.2. *Diagnostics*

8	Maintenance personnel shall have easy access to components, and removal, testing, and replacement shall not require extensive effort or tools. All test points necessary to diagnose the Equipment while in operation shall be easily accessible and Light Emitting Diode (LED) indicators shall be provided to assist technicians to identify and diagnose problems.
9	Equipment mounting and installation Design shall support the Maintenance of Equipment from below on toll gantries as applicable to each Tolling Zone.
10	Technicians shall have the ability to connect a laptop authorized by NCTA in accordance with NCTA policies to troubleshoot the components. Technicians shall have secured and remote access to the device to monitor its status and to perform diagnostics when the lane is in operation.
11	For easy diagnostic and troubleshooting, all error and event logs shall be consolidated such that all events and errors associated to a transaction are in a single log. The consolidated error and event logs shall be retained online for a Configurable period of time and shall be easily accessible to the technicians.
12	The consolidated error and event logs shall also be transmitted to the MOMS and available to Authorized User in viewable form. Search and filter capability shall be provided to display and review data in the consolidated log for up to 180 Days of backlog.
13	All diagnostics performed on the Roadway System shall be recorded and automatically reported to the MOMS, including the technician ID, the time the Maintenance was performed, and all status and recovery messages.
14	All diagnostic Software and specialty tools required for support of Maintenance activities shall be supplied by the Contractor and NCTA shall have full rights and access as further defined in the Contract to such diagnostic Software and specialty tools.
15	All diagnostic Software intended for laptop PCs shall function under the State approved version of Microsoft Windows operating System.
16	All software and operating systems shall meet the NCTA's most current technology standards; all such Software and Equipment shall meet the security standards set forth in <b>Attachment 5: State of North Carolina, Statewide Information Security Manual</b> .

1.2.1.3. *Customized Hardware*

17	If customized components or controllers are used, the Contractor shall provide detailed Documentation on the Design, production and testing of these units and shall provide usage rights to NCTA. Documentation shall include electronic diagrams, component layouts and the detailed Bill of Material listing manufacturers/vendors. The Contractor shall identify all customized components and controllers and indicate their plan to make them available for the Contract Term, including the option for placing in escrow.
----	--

1.2.1.4. *Equipment Cabinets/Enclosures*

18	All in-lane Equipment controllers and RTCS electronics, devices, servers and associated communications Equipment shall be installed inside environmentally controlled Equipment
----	---

	cabinets at the roadside or inside the vault at each Tolling Location depending on the type of Toll Facility and according to a layout Approved by the NCTA. The Contractor shall purchase and install the cabinets in accordance with the Requirements of this section.
19	The cabinets shall have monitoring sensors (including humidity and temperature) and if environmental conditions inside the cabinets exceed the Configurable threshold, alarms shall be generated and reported to the MOMS. There shall be no loss of data in such conditions and the integrity of the System shall be maintained.
20	It is the Contractor's responsibility to provide the cabinets of the correct size that meets the Requirements of this Scope of Work and Requirements and NCTA AET Standard Drawings. Cabinets shall have adequate space (25% extra) for added boards, servers and components for future expansion.
21	The cabinets shall support the RTCS components for a minimum of ten (10) years.
22	Access to all Equipment cabinets shall be recorded automatically and reported to the MOMS. The data reported shall include, but not be limited to cabinet status; date; time of door open; time of door close, and any applicable alarm conditions.

#### 1.2.1.5. Environmental

23	The RTCS Equipment to be supplied will be installed in areas exposed to the range of climatic conditions found in North Carolina. In addition to the climatic conditions, the Equipment will also be subjected to harsh environmental factors normally found in the operation of a toll lane, such as, but not limited to, car, truck, and bus emissions; industrial exhausts; industrial cleaners; gasoline and car lubricants; Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI), and vibrations. These conditions shall be taken into account in the Design and selection of Equipment used on this Project and the Contractor shall ensure that the System works accurately and reliably in such environment.
24	Lane electronics, zone controllers, Image Capture & Processing System (ICPS) controllers/servers, AVDC systems and other components shall be able to operate in the enclosed environment of the roadside cabinets or Equipment racks installed within the vaults.
25	All Hardware provided under this Contract shall be corrosion resistant and remain corrosion resistant for the Contract Term or 10 years, whichever is greater.
26	All lane Equipment and devices shall be Designed to handle snow, heavy rain, fog and mist-like conditions and there shall be no degradation in the System performance under such environmental conditions.
27	The lane Equipment and devices not in environmentally controlled conditions shall operate with no degradation of performance in ambient air temperature of negative thirty (-30) to <del>fifty-five (55) seventy (70)</del> <u>fifty-five (55)</u> degrees Celsius, with and without direct sunlight, and relative humidity of five to one hundred percent (5% to 100%) for Equipment installed in an outside environment and five to ninety-five percent (5% to 95%) non-condensing for Equipment installed inside cabinets.

28	During the Design phase, the Contractor shall provide specification sheets that prove the zone controller and supporting lane electronics, devices, and associated communications Equipment, meet the environmental specifications given above. Results of all environmental tests conducted shall be provided to NCTA for Approval.
29	All exposed in-lane Equipment, when in its fully assembled configuration, shall not be damaged, nor shall operational performance or expected lifetime be degraded. During the Design phase, the Contractor shall provide specifications for the in-lane Equipment for NCTA Approval.

#### 1.2.1.6. Assembly

30	All customized Hardware shall be assembled and tested in the Contractor's fabrication/assembly facilities before being installed in the lane in accordance with NCTA Approved test Plan for customized Hardware. All chassis, attachments, and Hardware shall be fabricated with stainless steel, hot dipped galvanized or other materials resistant to salt exposure and corrosion.
31	All customized Hardware shall be identified and shall undergo a seventy-two (72) hour burn-in test before they are installed in the lanes, in accordance with NCTA Approved test Plan.
32	Customized Hardware assembly shall facilitate easy replacement of failed components in accordance with Requirements of this Scope of Work and Requirements.

#### 1.2.2 Bill of Materials

33	The Contractor shall include the Bill of Materials (BOM) for all Equipment and Hardware supplied for the RTCS. The second manufacturer source for all Equipment and Hardware shall be included with any exceptions noted and explained. During the Design phase the BOM shall be finalized and all changes shall be subject to the Approval of NCTA.
34	Prior to purchase of any Equipment and as part of its Design the Contractor shall submit the final BOM to NCTA for Approval. No Equipment shall be purchased by the Contractor prior to Approval of the BOM and the Design, unless otherwise authorized in writing by NCTA.
35	All Hardware and Software procured under this Scope of Work and Requirements shall be confirmed to be the latest model/version at the time of purchase with the required warranty, security, Maintenance and support Services as specified in this Scope of Work and Requirements.
36	Updates to the BOM shall be provided by the Contractor whenever Equipment and Hardware changes occur and at a minimum on a semi-annual basis over the Contract Term. All Equipment and Hardware changes shall be subject to the Approval of NCTA.

#### 1.2.3 Spare Parts and Support

37	The RTCS procured, furnished, and installed under this Contract shall allow the Contractor or NCTA to Maintain and replace tolling and ITS parts for the Contract Term. The Contractor shall maintain a sufficient level of spares required to meet Performance Requirements.
----	---

38	This Contract includes the initial quantities of spare parts required for the operation of the Tolling Locations during the Contract Term. Costs for the replacement of spare parts during the Contract Term shall be the responsibility of the Contractor.
39	At the end of the Maintenance term, all spare parts inventory shall be turned over to NCTA at one hundred percent (100%) inventory level. The Contractor shall identify (via the MOMS) the warranty status for each piece of Hardware and warranty period remaining, if applicable.

#### 1.2.4 RTCS Software

40	The operating System, database, other third-party Software, and RTCS Software procured, furnished, and installed by the Contractor shall support real time Operations of the lane and shall be field proven.
41	The operating systems shall have a clear and documented future Upgrade path and shall be supported for a minimum of (10) years. The Contractor shall ensure that the risk of obsolescence to the Hardware is minimized through the selection of the operating System Software and the peripheral Hardware.
42	All RTCS Software developed, furnished, and installed under this Contract shall be warranted against Software defects, security vulnerabilities and deficiencies for the life of the Project.
43	The Contractor shall <del>have provide at their cost</del> an annual information security risk assessment and a vulnerability scan performed by a third-party Approved by NCTA and in consultation with NCDOT IT Security. The Contractor shall provide the assessment results to NCTA.

#### 1.2.5 RTCS Toll Facility and Lane Configurations

44	The RTCS shall support AET Facilities and Express Lane Toll Facilities as described in the Scope of Work and Requirements.
45	The RTCS shall support the lane configurations in <b>Attachment 3 and Attachment 4</b> and dimensions detailed below for each type of Toll Facility.
46	<p>Shoulder lane and travel lane widths will vary by facility, location, lane type and zone, and are detailed in <b>Table 1: Monroe Expressway Tolling Zone Lane Configurations and Table 2: US-74 Express Lanes Tolling Zone Lane Configurations</b>. Travel lanes shall be equipped with the required toll collection subsystems to accommodate the variation in widths and road curvature. During the detailed Design period, the Contractor shall make the required adjustments to the System Design to accommodate for variations in the actual lane widths and curvature. Travel lane widths shall be assumed to be:</p> <ul style="list-style-type: none"> <li>• Monroe Expressway All-Electronic Tolling (AET) lanes consist of Tolling Locations 1 – 7 in two directions, with 12 feet travel lanes and variable width shoulder lanes as described in Table 1 below.</li> <li>• US-74 Express Lanes currently consists of a single reversible lane between I-277 and Albemarle Road and one Express Lane in each direction between Albemarle Road and Wallace Lane. At the Tolling Location, the reversible lane traverses two Tolling Zones (each Tolling Zone has a 14 foot single reversible travel lane and two shoulders). (See Figure 3 for the reversible lane concept.)</li> </ul>

47	Shoulder lanes with widths greater than four (4) feet shall be equipped with rear-only Image Capture & Processing Systems (ICPS), and sensors to trigger the cameras and detect and frame the vehicle traveling on the shoulder, as required to meet Performance Requirements. Sensor layout and Tolling Zone Design shall ensure that narrow shoulders have full coverage to correctly detect and process vehicles straddling the shoulders.
----	---

**Table 1: Monroe Expressway Tolling Zone Lane Configurations**

Location	Zone	Inside Shoulder Width	Number of Travel Lanes	Travel Lane Width	Outside Shoulder Width
1	M01	4 feet	2	12 feet	12 feet
1	M02	6 feet	2	12 feet	12 feet
2	M03	4 feet	2	12 feet	12 feet
2	M04	6 feet	2	12 feet	12 feet
3	M05	4 feet	2	12 feet	12 feet
3	M06	6 feet	2	12 feet	12 feet
4	M07	4 feet	2	12 feet	12 feet
4	M08	6 feet	2	12 feet	14 feet
5	M09	6 feet	2	12 feet	14 feet
5	M10	6 feet	2	12 feet	14 feet
6	M11	4 feet	2	12 feet	12 feet
6	M12	6 feet	2	12 feet	14 feet
7	M13	6 feet	2	12 feet	12 feet
7	M14	6 feet	2	12 feet	12 feet

**Table 2: US-74 Express Lanes Tolling Zone Lane Configurations**

Location	Zone	Inside Shoulder Width	Number of Travel Lanes	Travel Lane Width	Outside Shoulder Width
1	U01	4 feet	1 (rev)	14 feet	10 feet
1	U02	4 feet	1 (rev)	14 feet	10 feet

## 1.2.6 Roadside Access Requirements

### 1.2.6.1. Vault / Enclosure Access

48	The Contractor is responsible for the security of all Hardware and shall control access to the vaults and enclosures via the Access Control and Security Monitoring System. Contractor personnel shall use only assigned, individual proximity cards/keys and shall not share cards/keys with any other individuals or make copies of any assigned cards/keys. Contractor personnel shall immediately return all assigned cards/keys to NCTA upon request.
----	--

### 1.2.6.2. Toll System Software Security

49	Accounts for user access to the System shall require a strong password in accordance with password management standards in <b>Attachment 3: North Carolina, Statewide Information Security Manual</b> . The access shall be role based and limited to the authorized Contractor staff and designated NCTA personnel.
----	--

50	User access security, including sign-on facilities, permission control and access privileges for different levels shall be provided for the files, directories and application Software and shall be fully Configurable by a system administrator.
51	Remote access to all RTCS systems shall be VPN client-based and controlled through a central repository with each user having a unique log-in. The RTCS systems shall be able to operate in stand-alone/local mode when communications are disrupted.
52	User sign-on, access and access failures, both local and remote, to any element of the RTCS shall be recorded and tracked for security audit proposes and reported to the MOMS. The System shall continuously and automatically monitor for unauthorized access; access violations shall be reported to the MOMS as Priority I alert. These reports shall be provided to NCTA within twelve (12) hours of discovery.
53	The Contractor shall develop the access levels, user roles and privileges matrix during System Design with NCTA input and Approval. The System shall allow for additional changes to the access levels, user roles and the addition of personnel in a secure manner.
54	A system level account shall be provided for NCTA security systems to perform “credentialed” scans. Additionally, NCDOT IT Security can request the Contractor to perform any scans and ensuing reports through the term of the Contract.
55	The Contractor shall not circumvent NCTA Approved System security. All access to the System and Approved changes made shall be recorded, monitored, reviewed and audited. Specific requirements for this shall be developed by the Contractor during System Design.
56	Authorized Users shall have access to the zone controller user access logs to audit the System access.

### 1.2.7 Roadside System Subsystems

#### 1.2.7.1. Automatic Vehicle Identification (AVI) System Integration

57	The NCTA will procure the AVI System through a selected AVI vendor based upon the quantities determined by the Contractor in consultation with and Approval by NCTA. NCTA will provide all AVI readers and antennas. The AVI Equipment provided will be compliant with the NCTA Interoperable Partner and National Interoperability requirements.
58	The Contractor shall take delivery of the AVI System Equipment and the Contractor shall be responsible for the AVI System Equipment installation, integration and Maintenance upon delivery.
59	The Contractor shall integrate the RTCS with the NCTA-provided AVI System at the Tolling Locations specified in this Scope of Work and Requirements. These integration Requirements shall include all of the following anticipated protocols to be supported by the RTCS in no specific order of precedence: <ul style="list-style-type: none"> <li>• PSI 111 (TDM/IAG E-ZPass Group)</li> <li>• ISOB_80K (SeGo)</li> <li>• ISOC (ISO 18000-63/6C)</li> </ul>

60	On Express Lane facilities such as US-74, the Contractor may be required to implement the NCTA-provided AVI systems to read & write to the PSIII (TDM/IAG E-ZPass Group) protocol Transponder to record the declaration status.
61	The RTCS shall support AVI readers that have redundancy.
62	The Contractor shall maximize any inherent redundancy built into the AVI readers whereby the failure of the master or primary reader will result in the reporting of the Transponder reads via the slave or secondary reader.
63	The Contractor shall furnish and install all other Hardware, cabling (including RF, communication, and power cables), connectors and associated mounting fixtures to form a fully functioning AVI System that meets the Requirements of this Scope of Work and Requirements.
64	The Contractor shall be responsible for the physical tuning of the certified AVI Equipment, and for integrating the AVI System into the Contractor in-lane Design. In addition, the AVI vendor shall certify that the lanes are tuned to the AVI specifications. All AVI installation, configuration and tuning shall be in compliance with the AVI vendor Requirements.
65	The Contractor is responsible for synchronizing all AVI readers that are at close proximity to the Tolling Locations as required by the AVI vendor.
66	The AVI System shall provide full coverage at all areas of the Tolling Zone/lane to read and report Transponders. Transponders on vehicles straddling the shoulders <u>by a distance of up to four (4) feet</u> shall be read and reported to the zone controller.
67	The Contractor shall support adjustments to the antenna quantity and placement based on the final lane configuration.
68	The RTCS integrated with the AVI System shall have the ability to process Transponders mounted on vehicles traveling in stop and go and bumper-to-bumper traffic and vehicles traveling at speeds of up to 100 mph.
69	The AVI System shall be able to read the Transponder and report all NCTA Interoperable Transponders and National Interoperable Transponders on vehicles traveling through any area of the Tolling Zone, including but not limited to: center of lane, traversing lanes, straddling lanes, and straddling shoulder with no degradation of performance or interference.
70	The integrated zone controller and AVI System shall be able to read the Transponder, write to the Transponder (that support write) and report all NCTA Interoperable Transponders on vehicles traveling through any area of the Tolling Zone, including but not limited to shoulder, center of lane, traversing lanes and straddling lanes with no interference or degradation of performance. The Priority of the processing Transponder protocols will be specified by NCTA during the Design process.
71	The read zones in the lanes at a Tolling Zone shall be tuned such that Transponders in vehicles traveling in the adjacent lanes, but opposite direction of travel, are not reported by the AVI System. Transponders on vehicles traveling the general traffic lanes shall not be read in the Express Lanes.

72	The AVI System will buffer Transponder reads when it is unable to communicate to the zone controller. When communications are restored, the buffered reads shall be reported to and processed by the zone controller.
73	The AVI System will support configuring the Transponder write capability based on the Toll Facility type whereby if enabled, data specified by NCTA shall be written to the Transponders. Such data shall include but not be limited to: time and location where the Transponder was read and the occupancy switch setting at the time the Transponder was detected at the toll location.
74	If more than one Transponder is present in a vehicle, the zone controller integrated with the AVI System shall meet the AVI accuracy Requirements for each Transponder. The Transponders shall be reported separately and transaction association rules shall be in accordance with the Approved Business Rules and Design.
75	The Contractor shall use the full capability of the selected AVI System to obtain AVI System status in accordance with the manufacturer specifications and report such status to the MOMS. Loss of communication to any element of the AVI System shall be immediately detected by the zone controller and reported to the MOMS. The Contractor-provided monitoring logic shall specifically detect the any AVI failures and generate alarms when failures are detected.
76	To support remote access to the AVI System, a user interface shall be provided so that Software lane tuning, diagnostics, configuration changes, and other remote support shall be available to NCTA authorized personnel. Setup and configuration of the AVI System shall be achieved remotely and shall not require lane closure except for major lane tuning; when initially installed; or when a reader or antenna is replaced.

#### 1.2.7.2. Automatic Vehicle Detection and Classification (AVDC) System

77	The Contractor shall analyze the site conditions and Design, procure, furnish and install the required sensors and Hardware on all lanes at the specified Tolling Locations as part of the AVDC System that performs in accordance with Performance Requirements set forth in this Scope of Work and Requirements under all weather conditions.
78	The AVDC System shall determine the vehicle axle count and classify vehicles in accordance with the NCTA Vehicle Classification Structure for all travel lanes and shall include the logic to handle the exceptions identified. Classification of vehicles traveling on the shoulder lanes of less than or equal to four (4) feet width is not required; however, the System shall detect vehicles that travel on the shoulder and trigger the Image Capture & Processing System (ICPS).
79	The NCTA Vehicle Classification Structure is defined as 2-axle, 3-axle and 4+-axle vehicles with future optional vehicle profiling, which may be required to determine vehicle length on Express Lane facilities.
80	The AVDC System shall accurately detect and classify vehicles traveling in stop and go and bumper-to-bumper traffic, vehicles traveling at speeds up to 100 mph and shall separate vehicles spaced as close as three (3) feet apart.
81	The AVDC System shall have the ability to detect trailer hitches and ensure that vehicles with a tow are reported correctly as one unit to the zone controller as part of the vehicle transaction data.

82	The AVDC System shall detect the speed of the vehicle and report the speed to the zone controller as part of the vehicle transaction data.
83	The Contractor shall ensure that there is full sensor coverage at all areas of the Tolling Zone/lane and shoulder to accurately trigger the ICPS and detect and report vehicles traveling the shoulder and vehicles straddling lanes.
84	The AVDC System shall provide vehicle event messages and signals, and vehicle classification data to the zone controller. Exception conditions processed by the AVDC System shall be included in the transaction data.
85	The AVDC System shall have adequate redundancy whereby a failure of a single sensor does not completely degrade lane Operations or the System's capability to accurately associate Transponders or captured images with the correct vehicle. Under such degraded conditions, the Contractor shall still be required to meet the System accuracy Requirements.
86	The Contractor shall Design, procure, furnish and install a secondary sensor and Equipment that are part of the AVDC System as a back-up to support image capture and vehicle framing in the event any element of the primary System fails or is degraded. The System shall determine the conditions (Configurable) that invoke the use of the secondary sensors and Equipment.
87	The AVDC System shall report its health to the zone controller and shall provide status when polled. Loss of communication to any element of the AVDC System shall be immediately detected and reported. All health and failure status messages shall be transmitted and reported to the MOMS. In the event the primary AVDC System fails, then the secondary sensors shall be used to capture and process images in accordance with Business Rules determined during Design.
88	In the event there is a Class Mismatch between the AVDC System and the Transponder class, as defined by the Business Rules during Design, an image of the vehicle shall be captured, processed, made available to the existing NCTA CSC Back Office. The ability to enable or disable image capture for a Class Mismatch shall be Configurable.
89	<b>Wrong-way Vehicle Detection.</b> The AVDC System shall be able to detect and report vehicles traveling in the wrong direction. In addition, the RTCS shall be able to illuminate Electronic Wrong-Way Vehicle signs that is installed and provided others. The interface to the Electronic Wrong-Way Vehicle sign will be defined during Design.

### 1.2.7.3. Image Capture & Processing Systems (ICPS)

90	The Contractor shall provide an ICPS solution at the Tolling Locations that meets the Performance Requirements continuously 24x7 and under all light and climate conditions.
91	The Contractor shall Design, procure, furnish, and install all necessary front and rear ICPS Hardware and Software required to support image-based tolling and image processing Requirements as set forth in this Scope of Work and Requirements.
92	The Contractor shall Design, procure, furnish, and install cameras in sealed enclosures, lighting, necessary image triggers, back-up triggers and the necessary camera controls, and ancillary Hardware and Software required to support the image-based transaction processing Requirements as set forth in this Scope of Work and Requirements.

93	Camera control Software shall be provided to automatically adjust the cameras to accommodate varying light and weather conditions to maintain adequate brightness and contrast settings, with or without traffic, to ensure optimum license plate information capture under all conditions and time of day.
94	Contractor shall install high resolution front and rear color cameras to <del>provide one hundred percent (100%) image capture during individual camera failures and excessive glare conditions</del> and meet the accuracy Requirements. The RTCS System shall provide a region of interest (ROI) of the license plate and a general overview for the purpose of identifying the vehicle with the transaction/image package provided to the NCTA CSC Back Office for image-based transactions.
95	The ICPS shall capture and process vehicles traveling in stop and go and “bumper-to-bumper” traffic, vehicles traveling at speeds up to one hundred (100) miles per hour, and vehicles with separation as close as three (3) feet apart.
96	The Contractor shall ensure that there is shoulder coverage and vehicles traveling through any area of the Tolling Zone/lane, including but not limited to shoulder, center of lane, traversing lanes and straddling lanes, shall be accurately detected and their images captured and processed in accordance with NCTA Business Rules.
97	The System shall associate all images captured for a single vehicle to the vehicle transaction including multiple images captured by the front, rear, and overview cameras, including all captured images for a vehicle straddling the lanes.
98	Lights installed by the Contractor in support of the cameras shall not distract motorists traveling in either direction in the lanes. Contractor shall make no assumption of ambient light and the System shall function without any degradation regardless of the ambient light.
99	The Contractor shall procure, furnish, and install the necessary redundant controllers/servers to support the in-lane ICPS Equipment. The Contractor shall provide robust, industrialized platforms and operating systems (PC’s or workstation-type operating systems are not permitted) and the processor speed and memory shall be sufficient to process vehicles in real time to meet the speed and traffic volumes as specified in this Scope of Work and Requirements.
100	The ICPS servers <del>shall</del> may be separate from the zone controller servers.
101	The ICPS shall perform with no degradation under conditions where every vehicle is considered an image-based transaction (100 percent <del>image-based</del> of all transactions, including AVI). Under these conditions the System shall store images at the roadside for a minimum of seven (7) consecutive Days per lane. The System shall provide a Configurable setting for the processing of one hundred <del>percent</del> (100) percent image-based transactions.
102	The ICPS shall buffer images (retaining an image until its disposition is known) such that no image is lost in order to support multiple vehicles in the lane and in accordance with NCTA Business Rules. <u>AVI transactions that successfully post to customer accounts will not require image review processing.</u>
103	The controllers/servers shall support standalone Operations and the roadside storage media shall be sized to hold a minimum of thirty (30) Days of images and data per lane at each of the Tolling Locations under normal operating conditions.

104	When the storage capacity reaches a Configurable utilization percentage (for example 80%), a message shall be transmitted to the MOMS. Images shall be deleted only after it is confirmed/acknowledged that the images have been successfully transmitted to the RSS. Any deletion of images shall be automatic, without user intervention, and shall generate a message to be transmitted to the MOMS (Configurable).
105	The ICPS controllers/servers architecture shall have sufficient reliability and/or redundancy such that failure of a processor, the communications, board, power supply, disk or other critical unit does not result in loss of images and data.
106	In the event communications to the ICPS are lost or any ICPS Hardware becomes non-operational, the Contractor Design shall ensure that no images and/or data are lost and that all images and associated data are transmitted to the RSS.
107	The Contractor's Design shall guarantee transmission of the images and data from the Roadside Tolling System to the RSS and on to the existing NCTA CSC Back Office and shall provide the capability to reconcile images to the transaction data.
108	The Contractor provided RTCS and network architecture shall support the image throughput Requirements specified in the Scope of Work and Requirements.
109	The ICPS shall be capable of transferring images and associated data to the RSS in real-time or in batch mode depending on the ICPS solution and the location of the optional OCR/ALPR Software. The System shall provide one hundred percent (100%) reconciliation of all images captured and transferred.
110	The ICPS shall be capable of continuously performing diagnostics and reporting its health to the zone controller or the MOMS. Loss of communication to any element of the ICPS shall be immediately detected. All health, failure and recovery status messages shall be transmitted and reported to the MOMS.
111	The Contractor shall provide Software tools for verifying the image quality in real-time and adjusting and tuning the images remotely.

#### 1.2.7.4. *Optical Character Recognition (OCR)/Automatic License Plate Recognition (ALPR)*

112	The Contractor may choose to provide OCR/ALPR Software for determining the license plate data (number, jurisdiction and plate type). The OCR/ALPR Software may reside at the RSS level, or the Roadside System level, as long as it meets the performance and functional Requirements specified in this Scope of Work and Requirements.
113	The System shall correctly identify the jurisdiction (state/province), plate type, special characters and stacked characters, and accurately determine the license plate number and provide the result in the required DMV format <u>so that the CSC may process without any additional manipulation</u> as required in <b>Attachment 6: NCTA CSC Back Office System RTCS File Exchanges – Interface Control Document (DRAFT)</b> . <u>The Contractor shall take into consideration individual state license plate characteristics for the identification of stacked characters, specialty plates, etc. Attachment 21 – NC License Plate Guidebook (Updated 03-24-14) is being provided as guide on the specialty plate types observed in North Carolina.</u>

114	The System shall meet the image processing Performance Requirements specified in this Scope of Work and Requirements. For informational purposes only, the license plates for the top twelve (12) states observed on NCTA roadways currently are North Carolina, Virginia, West Virginia, Florida, South Carolina, Georgia, Pennsylvania, New York, Texas, Tennessee, Maryland, and Ohio.
115	There shall be no backlog in the processing of images for obtaining the license plate data (number, jurisdiction and plate type) and there shall be server redundancy whereby standby servers are available immediately and fully operational in the event of a failure.
116	Any OCR/ALPR Software procured, furnished, and installed under this Contract shall include Software that enhances and improves the accuracy and efficiency of the OCR/ALPR process.
117	Authorized Users shall have the ability to configure the Business Rules for auto processing images whereby images identified for auto processing may by-pass manual image review. Criteria for auto processing shall include but not be limited to: <ul style="list-style-type: none"> <li>• jurisdiction;</li> <li>• license plate type;</li> <li>• confidence level of the license plate number and State;</li> <li>• vehicle class;</li> <li>• matching front and rear license plate data, and</li> <li>• license plate on the error plates list.</li> </ul>
118	For those images that are identified for manual review, the RTCS shall associate all images captured for a vehicle as it travels through each of the Tolling Locations on a Toll Facility, assign them a unique identifier and transmit the images to the RSS for image review.
119	The images identified for the existing NCTA CSC Back Office billing and processing shall include, at a minimum, the front and rear full compressed image(s) and the associated ROI images, and the overview image. If a front LP is provided as the ROI image on a vehicle with greater than two axles, the front overview image shall be provided. Other images shall be made available upon request. If the vehicle has two rear license plates the ROI from the image that resulted in the highest OCR confidence shall also be included in accordance with the Approved ICD.
120	The image data associated to each transaction shall be included in the transaction package transmitted to the RSS and then on to the existing NCTA CSC Back Office.
121	The image data shall include, but not be limited to: <ul style="list-style-type: none"> <li>• vehicle data;</li> <li>• transaction data;</li> <li>• license plate data, including license plate number, jurisdiction and plate type;</li> </ul>

	<ul style="list-style-type: none"> <li>confidence level of the OCR results for individual characters and overall license plate number, and</li> </ul>
	<ul style="list-style-type: none"> <li>confidence level of the jurisdiction.</li> </ul>
I22	The ICPS shall provide the capability of detecting image quality degradation in near real-time and generate alarms that are reported to MOMS when image quality impacts OCR/ALPR or manual image processing performance.
I23	For audit and Maintenance purposes, authorized personnel shall have the capability to view all the images in real time on any device connected to the RTCS network and verify the OCR/ALPR or manual image processing performance.

#### *1.2.7.5. Image Review System and Image Review Services*

I24	The Contractor shall deliver a fully integrated Image Review System and perform Image Review Services in order to provide fully formed transactions, which are ready for processing by the existing NCTA CSC Back Office System.
I25	The image review process instituted by the Contractor shall allow the Contractor to meet the Performance Requirements set forth in the Contract Documents. If the approved image review process requires supervisory review or Quality Control review, then supervisor and Quality Control review shall be performed.
I26	Based on the Approved NCTA Business Rules, those images that require manual review shall be available in the Image Capture and Processing System (ICPS).
I27	The Image Review System shall provide the capability to utilize OCR results to filter license plates/images that match specified states and license plate types that cannot be processed.
I28	The image review process shall be designed to meet the license plate accuracy Requirements specified in the Scope of Work.
I29	The Image Review System shall provide image review enhancement tools to permit the Contractor to meet the image review accuracy and Performance Requirements.
I30	The screens, enhancement tools and navigation methods shall be optimized for speed, reliability, and accuracy.
I31	Any enhanced image that results from the manual review process, upon which the license plate determination is based, shall be saved for use in the downstream processes, in addition to the saving of the original unaltered image.
I32	Image disposition reasons shall be Configurable and shall cover all possible conditions upon which a disposition could be based. These dispositions shall be Approved by NCTA during System Design.
I33	The Image Review System shall automatically queue and present images for manual image review based on Configurable Approved NCTA Business Rules established whereby images that are identifying as requiring manual review and queued for review first-in-first-out (FIFO) based on the transaction time.

I34	The Image Review System shall provide the capability to make available/group all image-based transactions for the vehicle image being reviewed if the vehicle is identified to have driven through other toll plazas on the toll road within a Configurable period of time before and after the time of the current image under review. This will permit image reviewers to review all images associated with a vehicle and enter the license plate information more efficiently and accurately.
I35	The Image Review System shall provide Authorized Users the capability to search for the images and review them.
I36	The Image Review System shall provide consistency in the image review user interface and presentation of images and data at all stages of the image review process, for example, all images associated to license plate transaction shall be made available at all image review stages.
I37	The Image Review System shall require that rejected images have a reject reason and the reject reason can be entered either during the first review or supervisory review. These reject reasons shall be Approved by NCTA during System Design.
I38	The Image Review System shall provide the Configurable capability to queue all rejected images for supervisory review.
I39	The Image Review System shall provide the capability to track the rejected images and generate Maintenance alerts if rejected images are above a Configurable threshold for each lane for a Configurable period of time.
I40	The Image Review System shall provide the capability to track the rejected images and generate operational alerts if rejected images are above a Configurable threshold for an image reviewer for a Configurable period.
I41	The Image Review System shall provide the capability to track temporary plates and identify frequent usage of temporary plates. The required states will be determined and Approved by NCTA during System Design.
I42	The Image Review System shall provide the capability to track and alert operations if the image reviewer is entering the same value repeatedly over a Configurable period of time, or if the image reviewer is inputting data too quick for quality or too slow for performance.
I43	The Image Review System shall provide the capability for an Authorized User to manage a Quality Control process for image review, per the Approved NCTA Business Rules, including but not limited to: review, correct and approve image processing results using interactive screens and reports.
I44	The Image Review System shall provide reports that track the transmission of image-based transactions and their associated images.
I45	The Image Review System shall provide reports that track the errors in the transmission of the image-based transactions and their associated images and their re-transmission.
I46	The Image Review System shall provide a report that allows NCTA to review and audit Contractor-rejected images (up to 50 per page) that shall be sent daily to NCTA in PDF format. The report shall include relevant information about each rejected image-based transaction, including location, date/time, image reviewer, reject reason, and any available OCR/ALPR information.

I47	<p>The Image Review System shall provide reports that allows NCTA to access the results of the review, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Contractor/vendor;</li> <li>• number of transactions transmitted;</li> <li>• number of images accepted;</li> <li>• images rejected,</li> <li>• quantity by reject reasons;</li> <li>• accuracy, and</li> <li>• image reviewer.</li> </ul>
I48	<p>The Image Review System shall provide image review performance reports that show how many images were reviewed for the selected criteria and the number of images reviewed by each image reviewer by review status/sub-status. Images that by-passed manual review and those flagged as rejects shall be reported, including but not limited to:</p> <ul style="list-style-type: none"> <li>• for what reasons;</li> <li>• at what stage;</li> <li>• the errors, and</li> <li>• the stage the error was identified.</li> </ul>
I49	<p>The Image Review System shall provide via Dashboard for NCTA use, an image review management tool that displays relevant information, including but not limited to:</p> <ul style="list-style-type: none"> <li>• individual image reviewer performance;</li> <li>• OCR/ALPR performance (if OCR/ALPR is provided);</li> <li>• image review performance by entity providing the service, for example, third-party image review service provider #1, third-party image review service provider #2, internal image review;</li> <li>• overall image review performance;</li> <li>• image review performance broken down by the entity providing image review service, and</li> <li>• as compared against key performance indicators for each entity providing the service.</li> </ul>
I50	<p>The Image Review System shall provide reports that allow NCTA to monitor the image review vendor performance against agreed to KPI, including but not limited to:</p> <ul style="list-style-type: none"> <li>• number of images that did not meet review KPI;</li> <li>• established accuracy KPI;</li> </ul>

	<ul style="list-style-type: none"> <li>variance from accuracy KPI;</li> </ul>
	<ul style="list-style-type: none"> <li>image reject rates, and</li> </ul>
	<ul style="list-style-type: none"> <li>exceptions to the KPI by license plate state.</li> </ul>
151	The Image Review System shall provide reports that display image review trends.
152	The Image Review System shall have the capability to re-process images that were previously sent to the existing NCTA CSC Back Office, then rejected and returned for correction. These reprocessed images shall be identified on performance reports and accounted for as reprocessed in the monthly performance review.
153	For QA and audit purposes authorized personnel shall have the ability to perform image review, utilize image enhancement tools, and enter license plate data independent of the normal image processing workflow. A flexible user interface shall be provided that allows users to select the image review criteria. Data entered through this process shall be available on the RSS.
154	All data entered through the independent image review QA and audit process described above shall be saved separately from the normal process and shall be available to Authorized Users through reports. Such an audit process shall not impact normal operations.

#### 1.2.7.6. Variable Toll Message Sign (VTMS)

On all Express Lanes Toll Facilities that use dynamic pricing, full matrix VTMS modules/signs, provided by the Constructor and integrated with and controlled by the Contractor, are required to inform the motorists of the price in effect on the tolled Express Lanes so that motorists can choose their travel option.

155	The Constructor will provide full matrix VTMS modules/signs that are compliant with MUTCD specifications in the quantities identified in <b>Attachment 7: Monroe Expressway and US-74 Express Lanes ITS Equipment List</b> .
156	The VTMS shall be mounted on the standard overhead sign structures provided by others.
157	<p>The VTMS shall support prices and travel times to up to three destinations. In addition it shall display Express Lane eligibility requirements. For US-74 Express Lanes, the VTMS signs will be installed and located per <b>Attachment 8: US-74 Signing Schematic (2016-03-28)</b>.</p> <p>For future flexibility, the variable data displayed shall include but not be limited to any or all of the following:</p> <ul style="list-style-type: none"> <li>the toll amount and travel time to Configurable, downstream destinations; for example, the next two (2) destinations and the last destination, or alternatively, three (3) major destinations; selected destinations shall be Configurable by NCTA.</li> <li>the minimum toll at each entrance;</li> <li>the rate per mile;</li> </ul>

	<ul style="list-style-type: none"> <li>the travel time to a major destination using the tolled and non-tolled roadway and the toll rates on the tolled facility for passenger vehicles for example, the travel time to the “XYZ Freeway Exit” using the tolled and non-tolled roadways and the toll rates for passenger vehicles;</li> </ul>
	<ul style="list-style-type: none"> <li>the wait time on the general purpose lanes and the toll rates on the Express Lanes for passenger vehicles (with "wait time" defined as the difference in travel time between the Express Lanes and the general purpose lanes), and</li> </ul>
	<ul style="list-style-type: none"> <li>incident mode data, for example OPEN TO ALL, CLOSED and HOV ONLY.</li> </ul>
158	The VTMS shall support the display of text messages in English.
159	The Transponder rate for passenger vehicles shall be displayed on the VTMS and all other price differentials will be conveyed via static signs.
160	In a network of Express Lanes where one corridor connects to another corridor, the VTMS prior to the last egress point on the facility shall be the responsibility of the facility being approached. It shall display the toll amounts for destinations in the upcoming corridor, giving the opportunity for customers to decide if they should continue into the new corridor or exit the facility.
161	If the VTMS is upstream of the first Tolling Location where vehicle is detected, the System will consider the travel time between the VTMS location and the first Tolling Location to determine and assign the toll that was displayed to the customer at the entrance to the facility. The travel time shall be calculated based on either (a) an evaluation of times indicated by AVI sensors (provided by others) at the VTMS points and the subsequent tolling point (if available), or (b) an analysis of speed data gathered by roadside traffic sensors.
162	The Contractor shall provide a sign control system which, in normal operations, communicates with the pricing system and controls the VTMS display.
163	The VTMS shall have the capacity to maintain historic toll rates by time of day (every 30 minutes) and day of week that will be displayed on the VTMS when communications to the sign control system is lost.
164	Authorized personnel shall have access to the VTMS through a secure and Authorized User network interface to directly control the VTMS manually and override system messages. When operating in manual override mode an alarm message shall be generated and sent to MOMS at Configurable intervals.
165	The status of the VTMS and the data on the VTMS shall be displayed on the RSS Dashboard/Operations monitoring screen in real-time.
166	Loss of communications or failure of any component of the VTMS, including the VTMS camera shall be detected and reported to MOMS and be displayed on the Operations monitoring screen Priority I event.

167	A CCTV camera will be provided by the Constructor as the VTMS camera at each VTMS location. These VTMS cameras shall be integrated into the RTCS by the Contractor to record the data displayed on the VTMS upon every change in message and at Configurable intervals. The recorded frames shall be displayed on the Operations monitoring screen and available for review.
168	The VTMS and the VTMS cameras shall be synchronized to the same time source as the zone controllers.

#### 1.2.7.7. Transaction Status Indicator (TSI)

On all Express Lanes Toll Facilities that use dynamic pricing, the Contractor shall procure, install, and integrate Transaction Status Indicator (TSI) HOV beacons at each Express Lanes Tolling Location per **Attachment 4: US-74 Conceptual Plans for AET (May 2015)**.

169	The Contractor shall furnish and install a TSI HOV beacon at 7 feet above pavement, on backside of downstream toll gantry upright, for use by stationary Highway Patrol vehicles in identified Observation Areas.
170	The Contractor shall furnish and install an additional TSI HOV beacon on top of the gantry for use by patrolling Highway Patrol vehicles.
171	The RTCS shall directly control the illumination of the TSI to allow for instant feedback to observers on vehicle HOV declaration status.
172	Additional functional Requirements on the TSI HOV beacon will be determined and Approved during System Design.

#### 1.2.8 Digital Video Audit System (DVAS)

173	The Contractor shall provide an integrated Digital Video Audit System (DVAS) that provides NCTA the capability to investigate lane performance issues and support NCTA in customer dispute resolution.
174	The Contractor shall develop, procure, furnish, and install two or more IP addressable, color video cameras as part of the DVAS at each Tolling Zone sufficient to meet the Requirements of this section. The cameras installed shall be the same at all Tolling Zones.
175	The DVAS cameras shall have pan-tilt-zoom (PTZ) functionality that allows Authorized Users to remotely control the camera. The DVAS cameras shall revert to the default settings that can be overridden by Authorized Users when no PTZ commands are received within a Configurable time. Alarm messages shall be reported to MOMS when remote controls or setting other than default are detected.
176	Clear, high quality video of each toll lane shall be provided in accordance with the ambient lighting and/or weather conditions at each Tolling Location.
177	Authorized Users shall have the ability to individually setup and configure the cameras, and Configurable settings shall be available on a per-camera basis.

178	<p>The DVAS shall encompass all Equipment and Software necessary to provide the audit capability described herein, including but not be limited to:</p> <ul style="list-style-type: none"> <li>• digital cameras and any associated lenses, lighting and sensors;</li> <li>• interface to the zone controllers to capture event data;</li> <li>• storage media, and</li> <li>• application to view real-time video and events and playback the information.</li> </ul>
179	<p>The DVAS and audit data shall be independent of the transaction data stream provided to the RTCS; however, the DVAS shall be integrated into the Contractor's System and linked to the transaction to meet the requirement specified in this section.</p>
180	<p>The Contractor shall provide Authorized Users the ability to access the DVAS through the RTCS application or through a secure application using any NCTA authorized workstation connected to NCTA System network.</p>
181	<p>The DVAS video and event data shall be available from the Roadway Operations monitoring application and Operations Dashboards to Maintenance staff when investigating anomalies, and to any Authorized User including auditors and Customer Service Representatives (CSRs) when reviewing class mismatch transactions and toll disputes.</p>
182	<p>The DVAS shall provide the capability to monitor an overall image of the Tolling Zone with the ability to see each lane and the vehicle traveling in that lane, and shall display detailed events for each lane as they occur in real-time. The events displayed shall be Configurable by Toll Facility.</p>
183	<p>At a minimum the DVAS shall display the facility ID, Tolling Location, lane number, transaction number, transaction date and time, Transponder ID, Transponder class, operational mode and the AVDC class. The DVAS video and data shall be accessible in read-only mode; no changes or alterations to the video or data shall be allowed.</p>
184	<p>The DVAS screens shall allow the Authorized User to obtain and sort the video/data events through various query criteria or Configurable report templates finalized during the Design phase, including but not limited to:</p> <ul style="list-style-type: none"> <li>• lane ID;</li> <li>• vehicle class;</li> <li>• transaction time;</li> <li>• payment type;</li> <li>• transaction time range;</li> <li>• alarm condition;</li> <li>• class mismatch condition;</li> <li>• unusual event conditions;</li> <li>• operational mode;</li> </ul>

	<ul style="list-style-type: none"> <li>• Transponder ID, and</li> </ul>
	<ul style="list-style-type: none"> <li>• Transponder status.</li> </ul>
185	All detailed data obtained from various subsystems shall be displayed to assist auditors and Maintenance staff with the investigation of discrepancies and problems. The DVAS shall perform and display video and data in real-time and shall have the ability to playback events and data.
186	The DVAS shall also have the capacity to record and store up to hundred and twenty (120) Days (Configurable) of video and data to an electronic media for each installed DVAS camera. DVAS video and the corresponding data (event information and the transaction information) shall be saved together as a unit such that when it is moved to a different environment, the video can be replayed with the events being displayed (Configurable) outside the production environment as long as the DVAS replay Software is available.
187	As part of the Design phase, the Contractor and NCTA shall determine the optimum location for the installation of the DVAS Equipment to allow for the complete monitoring of each toll lane.
188	The location and number of cameras shall permit the capture of video that allows Authorized Users to identify the vehicle class.
189	The Contractor is responsible for the installation of the DVAS Equipment, including mounting Hardware to the designated structure (either toll gantry or separate mounting pole) as well as power and signal cabling between the DVAS Equipment and the storage media as described in <b>Attachment 9: Responsibility Matrix</b> .
190	The health of the DVAS shall be monitored and displayed and any problems or failures shall be reported to MOMS.
191	The DVAS shall be time synchronized to the same source as the zone controllers and interface to the zone controller to obtain event data.
192	Identification on the screens shall allow the reviewers to clearly differentiate the lane under review and its associated event data.
193	The DVAS shall provide the capability to save the displayed contents of a screen (images and data) and electronically distribute such information as needed.
194	Controls shall be provided to step forward and backward by frame and display of events shall be synchronized. All digitized video and corresponding event data shall be tightly synchronized and stored.
195	The DVAS System shall record a five (5) second looping DVAS video file upon detection of a Wrong-Way Vehicle by the RTCS AVDC System and the RTCS shall Alert TMC personnel within ten (10) seconds (Configurable) of the vehicle passing through the Tolling Zone. The DVAS video file of the vehicle and the message will be prominently displayed on operators' video wall or monitors.

## I.2.9 Enforcement Notification

196	The RTCS shall support the Maintenance and update of an enforcement notification list that contains Transponder numbers <del>and license plate numbers</del> that NCTA requires notification on.
197	The enforcement notification list will be transmitted from the existing NCTA CSC Back Office at frequent Configurable increments and when changes to the list take place.
198	The RTCS or Roadside Support System shall provide the capability to Alert authorized personnel if the System detects a Transponder <del>or license plate</del> passing through the Tolling Location that is identified for enforcement notification. The criteria for notification shall include the status of the Transponder and presence of the <del>license plate and/or</del> Transponder on the enforcement notification list.
199	The System shall Alert personnel within ten (10) seconds (Configurable) of the vehicle passing through the Tolling Location if a vehicle on the enforcement notification list is identified. The Transponder ID and status (if any), <del>license plate number and jurisdiction</del> and a picture shall be included in the Alert.
200	Notification methods shall include but not be limited to text message, email or system to system interface.
201	If an enforcement notification was successfully transmitted to applicable personnel, the transaction shall have a flag denoting the transmission of the enforcement notification. This enforcement transmission status shall be transmitted to the existing NCTA CSC Back Office System.
202	The System shall support the transmission of images (Configurable) to the applicable personnel and shall include the image of the vehicle and/or the ROI.

## I.2.10 Wrong-way Vehicle Notification

203	The RTCS shall Alert TMC personnel within ten (10) seconds (Configurable) of the vehicle passing through the Tolling Zone if the AVDC System detects a vehicle traveling in the wrong direction. The Wrong-Way Vehicle alert transmitted to the MRTMC shall include a five (5) second looping DVAS video file of the vehicle and the message will be prominently displayed on operators' video wall or monitors.
204	The RTCS shall be capable of interfacing to an electronic wrong-way vehicle sign (provided by others) located in close proximity of the tolling zone to alert a motorist driving the wrong way.
205	Any wrong-way vehicle transaction shall be transmitted to the existing NCTA CSC Back Office with a flag indicating wrong-way vehicle transaction.
206	The System shall support the transmission of images (Configurable) and shall include the image of the wrong-way vehicle and the vehicle Region of Interest (ROI).

## 1.2.11 Zone Controller

## 1.2.11.1. Zone Controller Hardware

207	A fully redundant zone controller shall be Designed, procured, furnished, and installed at each of the Tolling Zone as identified in <b>Attachment 3</b> and <b>Attachment 4</b> . The zone controller shall be Designed in a redundant configuration where there is a single primary zone controller with a “hot standby” secondary zone controller operating in parallel and capable of assuming processing control in the event the primary unit should fail (automatic failover), without requiring human intervention.
208	When any Hardware and/or process on the primary zone controller fails preventing it from processing vehicles and creating transactions, the secondary zone controller shall assume the functions of the primary zone controller. The failover from the primary zone controller to the secondary zone controller shall be transparent to the rest of the System and shall not require the restart of any subsystems. Only one zone controller at a time shall generate revenue transactions.
209	Alarm messages shall be generated and reported to the MOMS when such a failover event occurs. The Contractor’s failover Design shall ensure that there is no loss of revenue or transactions when one of the zone controllers fails.
210	The System shall provide Authorized Users the capability to manually and remotely switch the active zone controller to and from the primary zone controller to the secondary zone controller. All such events shall be recorded and transmitted to the MOMS.
211	The Contractor shall Design, procure, furnish and install a zone controller that is capable of supporting the Requirements in this Scope of Work and Requirements.
212	The zone controllers shall be hardened, industrial grade servers and the processor speed and memory shall be sufficient to process vehicles in real time to meet the traffic speed and volumes as specified in this Scope of Work and Requirements.
213	Storage shall be sized to hold a minimum of thirty (30) Days of one hundred percent (100%) of transactions, images (under the “Save Image Mode”) and event data for each lane at the Tolling Location supported by the zone controller.

## 1.2.11.2. Zone Controller Software

214	The zone controller Software shall interface to the various devices and subsystems for each of the lane configurations specified and perform all the functions as described in this Scope of Work and Requirements for the AET Facilities and Express Lanes Toll Facilities.
215	The zone controller located at each of the Tolling Locations shall process all of the data obtained from the other subsystems and devices as described in this Scope of Work and Requirements to generate a transaction record for each vehicle passage through the tolling zone/lane. The zone controller shall: <ul style="list-style-type: none"> <li>manage the Transponder status list for NCTA, all NCTA Interoperable agencies, and all National Interoperable Agencies used to validate the status of a Transponder received from the AVI System;</li> </ul>

	<ul style="list-style-type: none"> <li>• use the data obtained from the AVI and AVDC systems to assign the Transponder read to the correct vehicle and frame the vehicle transaction accurately;</li> </ul>
	<ul style="list-style-type: none"> <li>• notify the ICPS to capture and process vehicle images in accordance with NCTA Business Rules;</li> </ul>
	<ul style="list-style-type: none"> <li>• transmit the transaction record to the RSS, including but not limited to the following data: vehicle detection and classification data, Transponder data, Equipment status data, and all other pertinent information regarding the transaction;</li> </ul>
	<ul style="list-style-type: none"> <li>• transmit to the MOMS all alarm messages relating to the health of each subsystem, including the health of the primary and secondary (redundant) zone controller. Recovery messages shall also be transmitted and reported;</li> </ul>
	<ul style="list-style-type: none"> <li>• vehicle event data and transaction data shall be accessible to the DVAS and</li> </ul>
	<ul style="list-style-type: none"> <li>• transmit to the RSS for further processing all other messages/events in accordance with Approved Interface Control Documents (ICDs).</li> </ul>
216	The zone controller Software shall be Configurable and shall be able to support NCTA Roadside operational needs without requiring changes to Software. The Configurable parameters shall be defined and documented during the Design process. All parameters shall have default values that shall be established during the Design process.
217	The Contractor shall propose appropriate protocols and data structures to accomplish the communications required between various peripherals. These protocols and data structures shall be fully detailed and documented by the Contractor during the Design process and Approved by NCTA.
218	Guaranteed transmission protocols shall be used for all messages exchanged between systems, including but not limited to:
	<ul style="list-style-type: none"> <li>• zone controller;</li> </ul>
	<ul style="list-style-type: none"> <li>• ICPS;</li> </ul>
	<ul style="list-style-type: none"> <li>• AVI System;</li> </ul>
	<ul style="list-style-type: none"> <li>• AVDC System;</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS (including Facility Server and Toll Host System);</li> </ul>
	<ul style="list-style-type: none"> <li>• MOMS;</li> </ul>
	<ul style="list-style-type: none"> <li>• DVAS;</li> </ul>
	<ul style="list-style-type: none"> <li>• VTMS, and</li> </ul>
	<ul style="list-style-type: none"> <li>• the existing NCTA CSC Back Office.</li> </ul>

*1.2.11.3. Zone Controller Start-Up*

219	Upon start-up or initialization the zone controller shall perform a self-diagnostics test to ensure full System Operations. Alarm messages shall be reported for all failure conditions and a notification of the diagnostic check completion shall be displayed on the MOMS monitoring screen. The failure of a critical system shall result in the Tolling Location operating under degraded Operations in accordance with Approved NCTA Business Rules.
220	Upon start-up, the zone controller shall verify with the RSS that it has the latest configuration files; Transponder status file; and any other files required to support the lane Operations. If the latest files are not present on the zone controller, it shall request the latest data from the RSS. If a zone controller is unable to get the latest files, an alert shall be generated and sent to MOMS.

*1.2.11.4. Zone Operations*

221	The RTCS shall support each Roadway operation as specified in Sections 1.3 and 1.4.
222	In the event of a power interruption the zone controller shall open in the operational mode it was in before it was powered down.
223	Authorized Users shall have the ability (local and remote) to configure the next operating mode and to gracefully shutdown the zone controller. Each time a mode change is requested an Alert message shall be sent to the MOMS.
224	When a lane is operating in a mode other than normal open mode (to be finalized during Design), an Alert shall be generated and sent to MOMS at regular (Configurable) intervals.
225	The RTCS shall support various modes of operation that are managed and initiated by Authorized Users through the Toll Host.
226	Transactions shall be processed according to different Business Rules either at the Roadside Systems level or the RSS level based on the mode of operation and the facility type. The Contractor shall be responsible for ensuring that the AVI and image-based transactions are processed according to NCTA Business Rules and transmitted correctly to the RSS and then to the existing NCTA CSC Back Office System.
227	The RTCS shall support the following modes of Operations: <ul style="list-style-type: none"> <li>• <b>Open Mode:</b> All transactions shall be processed normally in an open mode;</li> <li>• <b>Maintenance Mode:</b> Transactions created in Maintenance mode are processed as normal transaction but are identified as Maintenance mode transactions and transmitted to the RSS. Transactions that occur during Maintenance mode are not reported as traffic or revenue transactions.</li> <li>• <b>Emergency Mode:</b> Transactions created during emergency mode shall be identified as emergency mode transactions and processed in accordance with NCTA Business Rules to be determined during the Design phase.</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Save Image Mode:</b> Capability shall be provided whereby Authorized Users can enable and disable a zone controller to save one hundred (100) percent of vehicle images processed through the ICPS based on various selection criteria. Transactions under such condition shall be processed normally; however, these transactions and images shall be flagged with the save image mode and processed according to the NCTA Business Rules (for example audit purposes).</li> </ul>
228	<p>The Contractor shall provide a user Configurable interface that allows the RTCS to post any message to the VTMS of no more than 11 characters including but not limited to:</p> <ul style="list-style-type: none"> <li>• <b>HOV ONLY,</b></li> <li>• <b>CLOSED,</b> and</li> <li>• <b>OPEN TO ALL</b></li> </ul> <p>If any of the above modes are indicated, the System shall provide reports to determine the transactions and revenue that were potentially forfeited.</p>

#### 1.2.11.5. Transaction Processing

229	The zone controller shall detect, classify, and frame vehicles, assign the Transponder accurately to the correct vehicle and capture and process the image of the correct vehicle in accordance with NCTA Business Rules and in accordance with the Performance Requirements specified in this Scope of Work and Requirements.
230	The zone controller shall incorporate logic that will prevent the incorrect assignment of Transponder reads from vehicle driving in the adjacent general traffic lanes and in the opposite direction of travel.
231	<p>The detailed transaction processing rules shall be defined and finalized during the Design phase; however, the following basic rules shall apply:</p> <ul style="list-style-type: none"> <li>• The zone controller shall properly associate multiple Transponder reads reported by the AVI System to the vehicle and report the transaction to the RSS.</li> <li>• any compatible, but non-interoperable Transponder reads shall be reported to the RSS;</li> <li>• a minimum of one revenue bearing transaction shall be created for each vehicle that travels through the Tolling Zone and the zone controller shall ensure that the transaction is complete prior to transmitting it;</li> <li>• the zone controller shall be able to accurately identify, process, and track multiple vehicles in the Tolling Zone;</li> <li>• the zone controller shall ensure that duplicate Transponder transactions (same Transponder ID) are not reported from the same lane or Tolling Location within a Configurable period of time or consecutively;</li> <li>• buffered Transponder reads that are transmitted to the zone controller shall not be assigned to a vehicle by the zone controller but shall be Flagged and reported to the RSS for further processing and vehicle assignment;</li> </ul>

	<ul style="list-style-type: none"> <li>the zone controller shall automatically synchronize with the various subsystems to ensure the events in the lane correspond to the transaction generated, and</li> </ul>
	<ul style="list-style-type: none"> <li>the System shall incorporate self-correcting logic to adjust for lane anomalies and event synchronization issues.</li> </ul>
232	<p>The transaction message details shall be defined and finalized during the Design phase; however, the following basic rules shall apply:</p> <ul style="list-style-type: none"> <li>The RSS shall transmit the fully formed, image reviewed, and verified image and AVI transactions for processing, reporting, and reconciliation with the existing NCTA CSC Back Office;</li> <li>the transaction message shall contain the data required by the existing NCTA CSC Back Office to process the Transponder and Image-Based Transaction;</li> <li>the transaction message shall contain all data contained in the NCTA, NCTA Interoperable, and the National Interoperable file specifications if applicable to the specific Tolling Location;</li> <li>each transaction shall contain, and be reported with, various classification data, including AVDC class; Transponder class, default class, fare class, and the HOV declaration status.</li> <li>each transaction shall contain, and be reported with, various event times, including ‘vehicle entry’ time; ‘ICPS trigger’ time; ‘Transponder read’ time; ‘Transponder write’ time, and ‘vehicle exit’ time that shall allow Transponder reads, images and transaction to be associated correctly with the vehicle;</li> <li>each transaction shall contain the toll amount due (based on when the vehicle passed under the AET Tolling Zone or based on the price shown on the VTMS when the vehicle opted for the Express Lane facility) and the toll amount collected (based on the NCTA CSC Back Office posting disposition), and</li> <li>the System shall assign a lane number to each transaction and report the lane in which the vehicle was detected.</li> </ul>

#### 1.2.11.6. *Transponder Mapped Class*

233	The System shall utilize the raw Transponder class obtained from the Transponder data and map that to the NCTA mapped class for each of the toll facilities.
234	The System shall retain the raw Transponder class and include that in the transaction data along with the mapped class for each Toll Facility.
235	If a Transponder has a raw Transponder class that is not mapped to the NCTA class then the System shall apply the class as defined by the Business Rules.

*1.2.11.7. Revenue Vehicle Class (NCTA Class)*

236	The assignment of the revenue vehicle class in normal Operations and in degraded mode of Operations shall be in accordance with the NCTA Business Rules. If no classification data is obtained, a Configurable default revenue class shall be assigned to the transaction and the transaction shall be flagged.
237	The revenue vehicle class shall be used to determine the fare amount for a transaction as defined by the NCTA Business Rules. Flags in the transaction shall identify which class was used as the revenue vehicle class.
238	The System shall have the capability to cap the maximum and minimum (Configurable) axles and class and to charge a set toll rate per additional axle count.
239	Transactions shall include the AVDC class, raw NCTA Interoperable Partner Transponder class (if applicable), mapped Interoperable Partner Transponder class (if applicable) and revenue vehicle class. The revenue vehicle class assigned in accordance with NCTA Business Rules shall be used to determine the toll amount transmitted to the existing NCTA CSC Back Office.

*1.2.11.8. Fare Determination*

240	The System shall support the determination of the fare class at the tolling zone or the RSSs based on the type of Toll Facility.
241	The fare class shall be determined in accordance with NCTA Business Rules and will vary by lane type and payment method.
242	The System shall have a Configurable default fare class for each Toll Facility and lane type to be used in the event classification data is not available.
243	Tolls shall be assessed using the toll rates and schedules established for each tolling point and may be dynamically priced based on facility type to control congestion on Express Lane facilities. The System shall support the toll rate and the NCTA Vehicle Classification Structure based on the toll location and facility. The initial toll rates shall be defined during System Design and shall be Configurable to support periodic rate adjustments as Approved by NCTA.
244	The System shall support the assessment of toll by payment type for example, AVI, image-based, and non-revenue; vehicle class, lane health, and location based on NCTA Business Rules.
245	It is currently envisioned that the existing NCTA CSC Back Office will process the Contractor provided image-based transaction and convert them to I-Tolls, if applicable. The Contractor shall process the transaction dispositions from the NCTA CSC Back Office, including any adjustment of fare for converted I-Toll transactions. Vehicle classification adjustments shall also be processed.
246	Home (NCTA-issued) non-revenue Transponders shall be charged \$0.00 (Configurable) fare but Away non-revenue Transponders shall be charged the normal fare based on vehicle class and location.
247	Transactions shall be flagged if the AVDC System is operating in a degraded mode.

*1.2.11.9. Saving of Images*

248	Images shall be saved for all vehicles under all conditions in accordance with NCTA Business Rules.
249	<p>Images shall be captured and saved for the following conditions and as further defined during the Design process, including but not limited to:</p> <ul style="list-style-type: none"> <li>• in all cases where there is no Transponder read (including when the AVI System is down or degraded), the Transponder is not “valid”, or a non-interoperable Transponder read is detected;</li> <li>• in all cases where there is a vehicle classification condition as determined by the NCTA Business Rules, for example in conditions where the AVDC is degraded;</li> <li>• in all cases where there is a “wrong-way” vehicle detected;</li> <li>• if the ICPS loses communications with the zone controller in accordance with the NCTA Business Rules;</li> <li>• in all cases where there is a Class Mismatch between the Transponder class and the AVDC, as determined by the NCTA Business Rules, and</li> <li>• in conditions where the “save image mode” is enabled.</li> </ul>
250	Images saved during ICPS loss of communication event shall be flagged and subsequently matched with the correct transaction data when communications with the zone controller resumes. This matching can occur at the RSS but shall take place in a manner that does not interfere with or degrade real time zone controller Operations.
251	If the AVDC System is not operational but the ICPS trigger is functioning, images shall be saved such that all non-valid Transponder transactions that occur during the AVDC malfunction can be subsequently pursued for collection. Sufficient data shall be provided in the transactions to allow the RSSs to process such transactions so that customers are not charged in error when lane operation is degraded.

*1.2.11.10. Configuration Files*

252	All parameters and settings required to run the zone controller application shall be maintained in configuration files. Access to configuration files required to support the zone controller Operations shall be controlled and access to these files shall be limited to authorized personnel.
253	The configuration files shall be maintained at the RSS for configuration and version control. All zone controllers shall have default configuration files that shall allow the lane to start-up automatically.

254	Authorized personnel shall be able to make changes to parameters and settings that are defined as Configurable in this Scope of Work and Requirements and in the Approved Design documents. Authorized personnel shall be able to make changes to the configuration files in the field. Changes to configuration files shall be recorded in the MOMS. All changes made to the configuration files in the field shall be synchronized to the master configuration file that is maintained at the RSS.
255	Each zone controller shall automatically back up its critical configuration files to a back-up server to be used to rebuild the master drive in the event of hard disk failures.

#### *1.2.11.11. Zone Controller Interfaces – General Requirements*

256	The zone controller shall interface to various devices and subsystems to transmit and obtain data and synchronize the time.
257	The zone controller shall provide checks on all data it receives from each of the devices and subsystems it interfaces to and generate alarm messages that are reported to the MOMS.

#### *1.2.11.12. Interface to AVI System*

258	The zone controller shall interface with the designated AVI System in accordance with the Approved ICD and transmit all data received from the AVI System to the RSS.
259	The zone controller shall have the capability to interface to multiple AVI System vendors and vendor products. At a minimum, these AVI interfaces include Kapsch, 3M, and TransCore reader protocols.

#### *1.2.11.13. Interface to AVDC System*

260	The zone controller shall interface with the AVDC System to obtain vehicle events that shall permit accurate detection, classification, tracking and processing of vehicles. Vehicle dimensions, vehicle characteristics and speed information shall also be obtained from the AVDC System and reported as part of the vehicle transaction data reported to the RSS for potential use.
-----	--

#### *1.2.11.14. Interface to ICPS*

261	The zone controller shall interface with the ICPS to capture and process images of vehicles in accordance with NCTA Business Rules to be developed during the Design phase. The vehicle data, OCR/ALPR results (if applicable) and images obtained from the ICPS shall be transmitted to the RSS to support NCTA Bill by Mail processing Requirements and the NCTA CSC Back Office operations Requirements.
-----	---

#### *1.2.11.15. Interface to DVAS*

262	The zone controller shall interface with the DVAS to transmit event data for display on the DVAS. The event data shall be based on the facility type and shall include Transponder reads, ICPS data, and AVDC messages received as the vehicle travels through the lane.
-----	--

*1.2.11.16. Interface to UPS*

263	The zone controller shall interface with the UPS to monitor the UPS performance. The MOMS shall detect the status of the UPS and Alert technicians when the System is on UPS.
-----	---

*1.2.11.17. Interface to Transaction Status Indicator – Roadside HOV Enforcement*

264	On toll facilities that have TSI HOV beacons, the zone controller shall interface to such indicators to display the status of the transaction (e.g., occupancy declaration). The interface specification shall be developed during System Design.
-----	---

*1.2.11.18. Interface to Roadway Support Systems (RSS)*

265	The zone controller shall interface with the RSS to transmit lane data and receive files, commands, messages and data required for lane Operations. Error detections and data validation checks shall be instituted at both systems to ensure incorrect or corrupt data is detected and is not inserted into the System.
266	The RTCS shall institute automated methods to determine loss of communications between the zone controller and the RSS and any failure detected shall be reported to MOMS.
267	Receipt of all files and data shall be acknowledged and any failures in the transmission or detection of data errors shall be reported to the MOMS.
268	The Contractor shall provide an automated means of synchronizing the zone controller and RSS messages in the event the zone controllers are replaced, if communications are down, or if data on the zone controller is not retrievable due to a catastrophic failure.

*1.2.11.19. Transmitting Data*

269	All messages generated at the zone controllers shall be transmitted to the RSS (e.g., Facility Server (if provided) or Toll Host System) in real-time using a transport mechanism that performs error detection and correction to guarantee data transmission. All messages shall be uniquely identified and validated at the RSS to ensure there are no missing or duplicate messages.
270	The System shall support exception handling in accordance with the NCTA Business Rules Approved during the Design phase. Alarms shall be generated and reported to the MOMS for all exceptions/errors.
271	All failed transactions and exceptions shall be identified and reported.
272	Failure of transmission of data to the RSS shall result in the generation and transmission of alarm message to the MOMS.
273	All messages shall be confirmed as received by the RSS before they are Flagged for write-over. In the event of communication failures the messages shall be stored on the zone controller until successful transmission is complete and verified.
274	The zone controller shall transmit to the RSS all data, including but not limited to those identified below:

	<ul style="list-style-type: none"> <li>• all transaction messages generated in the lanes;</li> </ul>
	<ul style="list-style-type: none"> <li>• all alarm and status messages generated in the lanes;</li> </ul>
	<ul style="list-style-type: none"> <li>• all lane operational, communication status and self-health messages;</li> </ul>
	<ul style="list-style-type: none"> <li>• all events generated in the lanes that are displayed on the Roadway Operations monitoring screen or are required at the RSS, and</li> </ul>
	<ul style="list-style-type: none"> <li>• all events required by the DVAS for real-time review or playback.</li> </ul>

#### 1.2.11.20. Receiving Data

275	The zone controller shall support the Transponder Status List (TSL) and any other Interoperable Agency lists and shall have the capability to support every Interoperable Agency and its assigned Transponder number range as described in the National Interoperability specifications.
276	The zone controller shall accept comprehensive (complete list once a day) and incremental (changes updated on a Configurable interval, but not more frequently than every ten minutes) TSL in accordance with the established Business Rules and shall activate the lists upon receipt after validation of the files.
277	The Contractor shall use an effective Design to transmit the files (compress, encode, etc.), store the files and use the files such that the new list is available at the zone controllers within ten (10) minutes of the RSS receiving the new list. The format of the file shall be finalized during the Design phase.
278	For AET facilities, the toll rates, toll schedules and the effective date/time shall be downloaded to the zone controller and new toll rates initiated when the toll rate changes. For Express Lane facilities, the toll rates shall be updated dynamically per the Approved Business Rules.
279	All configuration files and tables needed to support the lane Operations shall be downloaded to the zone controllers from the RSS upon confirmed change or at scheduled intervals and activated as required. Versions of the Configurable files on each zone controller shall be maintained, tracked, and recorded.
280	All zone controller Software shall be downloaded to the zone controllers from the RSS and versions on each zone controller shall be maintained, tracked, and recorded.
281	<p>The Roadside System shall institute checks whereby it detects issues with the data it receives from the RSS, including but not limited to:</p> <ul style="list-style-type: none"> <li>• incorrect versions of the data received;</li> <li>• corrupted data received, and</li> <li>• missing files when a file was expected.</li> </ul>
282	The System shall support exception handling in accordance with the NCTA Business Rules Approved during the Design phase. Alarms shall be generated and reported to the MOMS for all exceptions/errors.

*1.2.11.21. Monitor All Lane Equipment for Device Status*

283	Each zone controller shall self-monitor the System health of internal components and all associated in-lane Equipment devices for status. All RTCS components, including AVI System, AVDC System and ICPS shall be continuously polled for status. The health of some digital devices shall be inferred from events.
284	The System shall generate a recovery message and restore its operational status if a device recovers after reporting a failure. Recovery messages shall be recorded against the original failure work order, shall be reported through the MOMS, and shall be available to authorized staff. Recovery messages shall not close the associated failure/work order but shall serve as supporting evidence of an Equipment recovery.
285	All alarm, health, and recovery messages shall be transmitted and reported to the MOMS.
286	If communications from the zone controller to any RSS is unavailable, an alarm message shall be generated and reported to the MOMS.
287	If the lane is operating in any mode other than normal open mode an Alert message shall be generated at Configurable intervals and reported to the MOMS.

*1.2.11.22. Diagnostics and Equipment Malfunction*

288	The zone controller Software shall execute periodic diagnostic checks on internal processes, the in-lane Equipment and interfaces. Intelligent peripheral devices shall be interrogated for device status on a regular basis. A device's failure to respond to a status inquiry after a Configurable number of retries shall be regarded by the zone controller Software as an Equipment failure. All failures shall be detected and alarms generated and shall be reported to the MOMS.
289	Diagnostic and self-checks shall take place in all modes of lane operation and the results shall be placed in the associated zone controller's consolidated log and easily accessible to the technicians. Sanity checks for fault conditions and validations shall be incorporated into the System. Detection of such conditions shall be reported to the MOMS.
290	Degraded modes of operation shall be supported based on NCTA Business Rules developed during the Design process, and Approved by NCTA. The Contractor shall ensure the RTCS continues to operate without loss of revenue or visible impact to the patron in the event that some components of the RTCS fail and degraded mode Operations occur.

*1.2.11.23. Stand-alone Mode of Operation*

291	The zone controller shall operate in a stand-alone mode for a minimum of thirty (30) Days if communications to the RSS is down. When operating in stand-alone mode, the last files downloaded from the RSS shall be used for processing vehicles.
292	The zone controller shall have an available data port to permit onsite manual uploading of Software, TSL, or other pertinent data required for continued operation until communications with the RSS is re-established. Devices utilized to download the TSL to the lanes shall have the capability of synchronizing the current versions whereby a new TSL is updated on the device within an hour.

293	The System shall provide the capability for Authorized Users to download transactions from the zone controller and transfer such transactions to the RSS, and from the RSS to the existing NCTA CSC Back Office.
294	The System shall provide the capability for Authorized Users to download event/transaction data for manual and stand-alone playback of the DVAS.
295	Upon re-establishing communications with the RSS all back-logged messages, including manually transferred messages shall be transmitted and synchronized to the RSS without affecting the real time Operations or degrading the lane Operations.
296	Upon re-establishment of communications and successful transmission of all messages, a recovery message shall be transmitted to the MOMS.

#### 1.2.12 Access Control and Security Monitoring System (ACSMS)

297	The Contractor shall furnish and install an Access Control and Security Monitoring System (ACSMS) for access and monitoring all Tolling Locations and equipment enclosures/vaults and roadside cabinets.
298	The ACSMS shall interface with MOMS to generate and transmit alarms, Alerts, recovery messages and operational status.
299	The ACSMS shall maintain access information and video logs of access events, and shall also provide escalated Alerts for unusual monitored events, including forced door openings and parking lot movements after hours via motion detection in areas of interest.
300	The ACSMS shall include proximity cards, readers, and access management software for all equipment vaults and roadside cabinets.
301	All vaults; roadside cabinets/enclosures; Tolling Zones; WAN cabinets, and <u>cabinets / enclosures containing Contractor hardware, including the MRTMC,</u> secure locations shall be monitored by security access color cameras. <u>“Secure locations” are defined as any location not listed that contains (or could contain) Contractor hardware/equipment.</u>
302	The security access cameras shall interface to the existing NCTA security access control System located at the NCTA Metrolina Regional Transportation Management Center (MRTMC) and the Statewide Traffic Operations Center (STOC). A separate Virtual Local Area Network (VLAN) shall be used for this interface.
303	The local security access controllers shall be synchronized to the designated time source.
304	The ACSMS shall have the ability to query and report the quantity and assignment of active cards in the System.
305	The Contractor shall provide sufficient quantities of proximity cards for the Contract Term.
306	The proximity cards shall contain the name and picture of the assigned card holder, as well as an address indicating where to return the card if found.
307	The Contractor shall update the ACSMS to disable access within 2 hours of becoming aware of an employee’s change in employment status.

## 1.2.13 Critical Environmental Monitoring System (CEMS)

308	<p>The Contractor shall provide a Critical Environmental Monitoring System (CEMS), which shall consist of an environmental monitoring unit for the HVAC and other environmental conditions. The environments monitored shall vary as appropriate depending on the enclosure type (vault, roadside cabinet, or equipment enclosure) and shall include:</p> <ul style="list-style-type: none"> <li>• HVAC status (On/Off);</li> <li>• Temperature;</li> <li>• Humidity;</li> <li>• Utility power;</li> <li>• Generator status (On/Off);</li> <li>• Generator propane fuel level;</li> <li>• Automatic Transfer Switch (ATS) transfer monitor;</li> <li>• UPS power;</li> <li>• Smoke detector, and</li> <li>• Carbon monoxide detector.</li> </ul>
309	The CEMS shall provide a useful variety of historical reports and trends for the monitored conditions.
310	The CEMS shall interface with MOMS to generate and transmit alarms, Alerts, recovery messages and operational status.
311	The CEMS shall be accessible from both NCTA Metrolina Regional Transportation Management Center (MRTMC) and the Statewide Traffic Operations Center (STOC).

## 1.2.14 Uninterruptible Power Supply (UPS)

312	All RTCS Hardware and Equipment shall be on UPS. The UPS shall be supplied by the Contractor.
313	For AET facilities, the Constructor shall furnish and install an automatic transfer switch (ATS) at each vault. The Contractor shall interface with the ATS and the Contractor-provided smart Power Distribution Units (PDUs) to manage the Roadside power distribution. Maintenance technicians shall have remote access to manage power to critical devices.
314	For AET facilities, failure of the UPS shall cause the ATS to switch to raw utility power and provide power to the roadside tolling Equipment, allowing toll collection to continue.
315	The Contractor shall furnish and install an electronic interface to the UPS to monitor its UPS performance for all toll facilities. The MOMS shall detect the status of the UPS and Alert technicians when the System is on UPS.

316	Software drivers shall be developed, furnished, and installed to acquire, display, store and report all parameters provided as outputs from the UPS.
317	The UPS shall support the RTCS at each Tolling Location for a minimum of one (1) hour for AET facilities. When there is loss of power to the Tolling Location, the power will switch to the generator if there is a generator at the Tolling Location. At Tolling Locations without generators (Express Lane facilities), the power shall switch to the UPS for a minimum of <del>threeeight</del> (83) hours, and prior to full power shutdown, the System shall initiate a graceful shutdown of the servers/computers.
318	When utility power is restored and Hardware/Equipment is no longer on the UPS a notification shall be reported to the MOMS.

### 1.3 RTCS – Monroe Expressway AET Facilities

The Contractor shall provide a Roadside System for AET Facilities that meets the general Requirements specified above in Section 1.2 and the Requirements described in this section.

#### 1.3.1 AET Facility Types and Concept

319	Contractor shall provide an AET facility type where all customers pay the tolls electronically. Customers travel through toll gantries on the roadway at highway speeds.
320	The AET tolling concept shall be barrier-based where vehicles pass through one or more toll facilities on the mainline and/or ramp and customers pay a flat toll based on the mode of payment and vehicle classification at each Toll Facility they use.

#### 1.3.2 Modes of Payment

The System shall support the following modes of payment:

321	Electronic payment using AVI Transponder in all lanes.
322	Electronic payment using image-based “Bill by Mail” tolling in all lanes.

#### 1.3.3 Lane Modes

The System shall support configuring an individual lane, Tolling Zone, or Tolling Location in the following operating modes.

323	Maintenance Mode: Opened by Maintenance technicians to service the lanes. Transactions created in Maintenance are transmitted to the RSS but not to the existing NCTA CSC Back Office.
324	Emergency Mode: Invoked by Authorized User either by lane, Tolling Zone, or Tolling Location where tolls are suspended for the selected duration for all modes of payment. Transactions in emergency mode are transmitted to the RSS and to the existing NCTA CSC Back Office for reporting.

325	Closed Mode: Invoked when the lane is closed for toll collection. The System shall use a virtual user ID (a special user ID specifically designed for tracking transactions in certain modes) or an alternative method for tracking vehicles and activity in the closed lanes. The lane shall process transactions similar to an open lane and support the creation of automatic shifts (for transaction reconciliation purposes) if applicable.
-----	--

#### 1.3.4 Classification Structure

The System shall support the following classification structures based on the Roadway.

326	Axle-based classification where the vehicle class is based on the number of axles on the ground when the vehicle drives through the Tolling Zone and the toll assessed is based on the number of axles.
327	Tiered Axle Categories where the vehicles may be categorized by a range of axles (2X; 3X, and 4X or greater) and the toll is assessed based on this categorization.

#### 1.3.5 Fare Determination

Based on the type of Roadway the fare determination can be performed by the RTCS or the RSS. For NCTA AET facilities, the default setting for fare determination shall performed by the RTCS. The fare assessed for a vehicle which travels through the Tolling Location shall be based on one or multiple factors including but not limited to:

328	Vehicle Classification: Based on NCTA Business Rules and the various classification data the System shall determine the fare class which is then used to determine the toll amount.
329	Method of Payment: Different toll amounts shall be assessed for the transaction based on the method of payment (differential pricing).
330	Based on the Toll Facility the System shall support the assessment of fares based on the fare schedule and toll rate in effect at the time of the vehicle passage through the Tolling Location.
331	The System shall support day of the week; weekend/weekday and Holiday toll schedules.

### 1.4 RTCS – Express Lanes Toll Facilities

The Contractor shall provide a RTCS for Express Lanes Toll Facilities that meets the general Requirements specified above in Section 1.2 and the specific Requirements described in this section.

#### 1.4.1 Express Lanes – Operational Goals

332	<p>The Contractor shall provide a RTCS that supports each of the following Operational Goals for a specified Roadway:</p> <ul style="list-style-type: none"> <li>• <b>Speed.</b> The Express Lanes shall, at a minimum, achieve the speed requirements established by 23 U.S. Code §166, which governs the operating performance of HOV facilities. The standards may be summarized as follows: <ul style="list-style-type: none"> <li>• The roadway must maintain a minimum average operating speed of 45 mph</li> <li>• Vehicles must maintain this minimum average operating speed at least 90% of the</li> </ul> </li> </ul>
-----	--

	time over a consecutive 180-day period during morning or evening weekday peak hour periods
	<ul style="list-style-type: none"> <li>• <b>Density.</b> The Express Lanes should maintain a level of service (LOS) of “D” or better during peak periods. LOS A-D, as defined by the Highway Capacity Manual, requires a density of <b>less than 35</b> vehicles per lane per mile. This operational standard should be achieved 90% of the time during peak periods.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Peak period travel time savings.</b> The end-to-end travel time in the Express Lanes should be less than the travel time in the general purpose lanes at least 90% of the time during peak periods.</li> </ul>

1.4.2 Express Lanes – Toll Collection Policy

333	The Contractor shall provide a RTCS that supports each of the following Toll Collection Policies for a specified Roadway:
	<ul style="list-style-type: none"> <li>• <b>Static.</b> Static tolling involves charging a fare that does not vary by time of day, by day of week, or by traffic conditions. Any changes to toll rates are typically the result of a system-wide assessment and are implemented relatively infrequently (e.g. annually). It is the most commonly employed policy on non-express toll facilities.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Time of Day.</b> This is a form of variable tolling in which tolls vary by the time of day according to a pre-established schedule. The tolls are set as the result of simulation testing and/or trial and error, and are designed to rise and fall according to observed peak travel patterns. The scheduled fares may be updated at certain intervals (e.g. every 6 months).</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Dynamic.</b> This is a form of variable tolling in which tolls fluctuate in real time in response to prevailing traffic conditions. Toll rates vary in response to traffic operational conditions in both the Express Lanes and the general purpose lanes. Toll rates are designed to manage demand in such a way that the operational goals (see Section 1.4.1) are achieved.</li> </ul>

1.4.3 Express Lanes – Basis of Toll Adjustment

334	The Design phase will establish specific guidance for adjusting toll rates in a dynamic tolling regime. The Contractor shall provide a RTCS that supports the following potential bases for adjusting toll rates:
	<ul style="list-style-type: none"> <li>• <b>Speed in the Express Lanes.</b> The average speed in the Express Lanes shall be a potential trigger for adjusting the toll. The toll shall be designed in part to achieve the average speed goals outlined in Section 1.4.1.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Speed differential.</b> The value provided by the Express Lanes is related in part to the average speeds experienced in the parallel general purpose lanes. The greater the speed differential between the Express Lanes and the general purpose lanes (assuming that the Express Lanes are faster), the greater the relative value of the Express Lanes. The speed differential may therefore be used as a trigger for a toll adjustment in the Express Lanes.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Volume in the Express Lanes.</b> Experience has shown that Express Lanes can readily accommodate 1400-1600 vehicles per hour per lane while maintaining near-free flow speeds. This value (or range of values) represents the effective capacity of the Express</li> </ul>

	<p>Lanes. The toll in the Express Lane may need to increase as the actual usage approaches this capacity.</p>
	<ul style="list-style-type: none"> <li>• <b>Density in the Express Lanes.</b> The Highway Capacity Manual defines level of service (LOS) in terms of density. As Section 1.4.1 noted, one operational goal of the Express Lanes is to consistently maintain LOS D or better during peak periods. Therefore, traffic density (expressed in terms of vehicles per mile per lane, or vpmpl) may be used as a basis for adjusting the toll in the Express Lanes. Tolls may need to increase as the density approaches the upper limit of 35 vpmpl.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Peak period travel time savings.</b> One purpose of the Express Lanes is to provide a faster travel time (especially during peak periods) compared to the general purpose lanes. It will be important to monitor the difference in travel time and to adjust the toll in order to (a) take advantage of relative value of the Express Lanes (by charging drivers what they are worth, and (b) preserve the travel time benefit of the Express Lanes (by increasing the price in order to avert a breakdown in the Express Lanes).</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Performance ratios.</b> In order to ensure that the Express Lanes provide consistently superior performance compared to the general purpose lanes, the toll System should have the ability to maintain selected performance ratios. This could include, for example, maintaining an Express Lane density that is no greater than 80% of the density in the general purpose lanes, or maintaining an Express Lane flow rate that is no greater than 75% of the flow rate in the general purpose lanes.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Density in the General Purpose lanes.</b> It will be important to monitor the density (and therefore the level of service) in the GP lanes in order to provide another means of evaluating whether the Express Lanes are providing superior service. Tolls may need to be adjusted in order to ensure that the density in the Express Lanes is lower than density in the GP lanes.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Speed in the General Purpose lanes.</b> It will be important to monitor the speeds in the GP lanes as an additional means of comparing the relative performance of the Express Lanes. Tolls should be adjusted to support conditions in which peak-hour speeds in the Express Lanes are faster than peak-hour speeds in the GP lanes.</li> </ul>

1.4.4 Express Lanes – Modes of Operation

335	<p>The Contractor shall provide a RTCS that supports all of the modes of operation listed below for a specified Roadway:</p>
	<ul style="list-style-type: none"> <li>• <b>Express Lanes.</b> This mode of operation requires all vehicles to pay, regardless of the number of occupants. The price may be fixed, may vary by time of day, or may be dynamic in response to traffic conditions in the Express Lanes. Conditions in the general purpose lanes may be considered as well in determining the appropriate toll.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>HOT Lanes.</b> This mode of operation is similar to Express Lanes, except that vehicles meeting designated occupancy Requirements may travel for free. The two high occupancy vehicle (HOV) categories to be considered are HOV2+ (that is, vehicles with two or more occupants) and HOV3+ (vehicles with three or more occupants). The selection of a particular HOV requirement shall depend on the operational characteristics of the roadway. For example, if demand cannot be adequately managed in an HOV2+ mode, then</li> </ul>

	<p>it will be necessary to raise the requirement to HOV3+. The HOV requirement may vary by day of week and time of day. For example, the roadway may operate as HOV2+ during non-peak periods and as HOV3+ during peak periods.</p> <ul style="list-style-type: none"> <li>• <b>HOV Only.</b> If the pricing framework is not working to adequately manage the demand during a particular period, then the road may shift to HOV Only mode. During this time, vehicles not meeting the occupancy criterion (e.g. HOV2+ or HOV3+) will not be permitted to use the Express Lanes. If this mode of operation is reached repeatedly and regularly, then it is appropriate to consider changing the occupancy criterion for free travel.</li> <li>• <b>Open to All.</b> In certain situations it may be necessary to open the Express Lanes to all vehicles in a toll-free condition. The client would have the ability to suspend fare collection for a designated period of time until the appropriate conditions were restored.</li> <li>• <b>Closed.</b> Some situations may require the Express Lanes to be closed to all vehicles (e.g. for Maintenance or to clear disabled vehicles).</li> </ul>
336	The RTCS shall continue to monitor traffic conditions during all modes of operation, even when the lanes are closed to traffic.
337	<p>The RTCS shall provide the NCTA with the flexibility to configure additional modes of operation that can support:</p> <ul style="list-style-type: none"> <li>• Different vehicle classification structures</li> <li>• Full or discounted toll payments</li> </ul>

1.4.5 Express Lanes – Types of Separation

338	<p>The Contractor shall provide a RTCS that supports different types of Express Lanes Toll Facilities based on the type of separation from the general purpose lanes:</p> <ul style="list-style-type: none"> <li>• <b>Barrier Separated.</b> Barrier separation indicates that the Express Lanes are separated from the general traffic lanes by concrete barrier. Slip ramps provide access into and out of the Express Lanes. The ingress and egress can be combined and vehicles enter the transition lane and then merge on to the Express Lanes. Similarly, vehicles exiting the Express Lanes first exit into the transition lane before merging into to the GP lanes.</li> <li>• <b>Buffer Separated.</b> Buffer separation indicates that the Express Lanes are separated from the general traffic lanes by a buffer of two to four feet in width. Flexible delineators may be incorporated into the buffer to add further delineation. Slip ramps within the transition area provide access into and out of the Express Lanes.</li> </ul>
-----	--

1.4.6 Express Lanes – Toll Collection Structure

339	<p>The Contractor shall provide a RTCS that supports different toll collection structures. Final selection of a toll collection structure shall be determined in the Design process:</p> <ul style="list-style-type: none"> <li>• <b>Segment based.</b> In a segment-based toll collection structure, drivers pay on a segment-by-segment basis. A “segment” is defined as a stretch of roadway lying between intervening access points. The fare for each segment shall be posted on the VTMS in advance,</li> </ul>
-----	---

	providing drivers with the opportunity to exit the Express Lanes if the fare is unacceptable.
	<ul style="list-style-type: none"> <li>• Other toll collection structures include <b>Zone based</b> or <b>Trip based</b>. The NCTA does not anticipate using these toll collection structures at this time.</li> </ul>

#### I.4.7 Express Lanes – Signage

340	<p>The Contractor shall provide a RTCS with signage that communicates the following information to drivers in advance of all access points to the Express Lanes.</p> <ul style="list-style-type: none"> <li>• <b>Mode of Operation.</b> Advanced signage will be required to communicate the current mode of operation. The sign should make clear whether the lanes are open and what the occupancy Requirements are (if applicable).</li> <li>• <b>Toll Rates.</b> Advanced signage must communicate toll rates that are sufficient to support informed decisions by the driving public. This could include the current fare for the upcoming segment, and/or rates for selected trips that could be made in the Express Lanes. It could also include the minimum toll that will be charged at each point of entry to the Express Lanes.</li> <li>• <b>Travel Time.</b> Advanced signage will provide the travel time to a major destination using the tolled and non-tolled roadway.</li> </ul>
-----	--

#### I.4.8 Express Lanes – Business Rules

341	<p>The Contractor shall provide a Dynamic Pricing Module that has the ability to implement the following Business Rules. The values selected for these rules shall be Configurable. Final identification of Business Rules shall be completed during the Design phase.</p> <ul style="list-style-type: none"> <li>• <b>Reversible lanes.</b> Reversible lanes should have the ability to reverse direction at least twice daily. In other words, the lanes should be able to serve peak traffic in each direction, assuming that the peak periods for each direction do not occur simultaneously. Additionally, the reversible lanes should be able to reverse directions on demand in order to respond to unique circumstances such as special events. The timing of the lane reversals shall be determined during the Design phase and updated according to traffic conditions observed over time. The timing should be designed to (a) accommodate each direction's peak travel conditions (both routine peaks and special event-related peaks), and (b) minimize disruption to traffic during the period in which the lanes are reversed.</li> <li>• <b>Minimum toll.</b> The minimum toll shall apply in any mode in which some or all vehicles are assessed a toll. The price for tolled vehicles shall not go below this mark. The System shall provide the ability to implement this as a "minimum rate per mile" toll, a "minimum segment" toll, and—in the instance of a trip-based toll collection structure—a "minimum trip" toll. As noted in the signing Requirements, the minimum trip toll should always be posted on advanced VTMS signs.</li> <li>• <b>Maximum toll.</b> The maximum toll shall apply in any mode in which some or all vehicles are assessed a toll. The price for tolled vehicles shall not go above this mark. The System shall provide the ability to implement this as a "maximum rate per mile" toll, a "maximum segment" toll, and—in the instance of a trip-based toll collection structure—a "maximum trip" toll. If traffic conditions in the Express Lanes continue to degrade when the</li> </ul>
-----	--

	<p>“maximum toll” is in effect, then the facility may need to shift to HOV Only mode based on Configurable time intervals.</p> <ul style="list-style-type: none"> <li data-bbox="272 285 1427 548">• <b>Minimum toll increment and decrement.</b> This represents the minimum amount by which a toll may change from one interval to the next. For example, a minimum toll increment of 10¢ would indicate that if the toll were to change at all from one interval to the next, it would need to change by at least 10¢. A minimum toll increment and decrement could be applied on either a per-segment basis or a per-trip basis. The Dynamic Pricing Module should have both Configurable minimum increments and Configurable minimum decrements.</li> <li data-bbox="272 548 1427 779">• <b>Maximum toll increment.</b> This represents the maximum amount by which a toll may change from one interval to the next. It is meant to limit the volatility in toll rate changes. For example, a maximum toll increment of \$1.00 would indicate that the toll would not change by more than \$1.00 from one interval to the next. A minimum toll increment could be applied on either a per-segment basis or a per-trip basis. The RTCS should be able to accommodate distinct values for toll increases and toll decreases.</li> <li data-bbox="272 779 1427 968">• <b>Rounding increment.</b> This represents the increment to which fares should be rounded (e.g. to the nearest penny, nickel, dime, quarter, etc.). The RTCS should be able to accommodate distinct rounding increments for the rate per mile, rate per segment, and (if applicable) rate per trip. Additionally, the RTCS should support distinct rounding increments for AVI toll rates and for image-based toll rates.</li> <li data-bbox="272 968 1427 1199">• <b>Rate lock.</b> The RTCS should enable the locking (or guaranteeing) of toll rates. This business rule represents an assurance to drivers that the rate to be charged will be no greater than the rate that was posted on advanced signage prior to the driver’s decision to use the Express Lanes. The rates should be locked at the point of entry for the entire trip, ensuring that customers will pay no more than the trip rate that was in effect when the vehicle first entered the Express Lanes.</li> <li data-bbox="272 1199 1427 1356">• <b>Exempt vehicles.</b> In any of the aforementioned modes of operation (see Section I.4.1), certain vehicles may be designated for free travel. Exempt vehicles may include (but are not limited to) emergency vehicles, military vehicles, law enforcement, transit buses, and electric cars. A detailed list of exemptions shall be established in the Design process.</li> <li data-bbox="272 1356 1427 1493">• <b>HOV Requirements.</b> The RTCS should have the ability to accommodate different HOV Requirements (namely, HOV2+ and HOV3+) when the facility is operating in either HOT mode or HOV Only mode.</li> <li data-bbox="272 1493 1427 1724">• <b>Criteria for transitioning to HOV Only mode.</b> The Contractor shall enable Configurable criteria for transitioning from either Express Lane mode or HOT mode to HOV Only mode. Although the criteria will be defined in the Design phase, they will likely have two elements: (1) the toll has reached the maximum rate and has remained there for a Configurable number of intervals, and (2) Express Lane Operations (as defined by speed or density) remain at an unacceptable level.</li> <li data-bbox="272 1724 1427 1850">• <b>Interval frequency.</b> The intervals define the frequency at which rates could potentially change. The frequency shall be Configurable, able to accommodate frequencies as short as 3 minutes and as long as 30 minutes.</li> <li data-bbox="272 1850 1427 1892">• <b>Rate consistency.</b> The principle of rate consistency requires that any long trip on the</li> </ul>
--	---

	Express Lanes should have a fare that is greater than or equal to any inclusive shorter trips. The RTCS should be able to accommodate this principle if it is selected during the Design phase.
--	---

#### 1.4.9 Express Lanes – Modeling

The Contractor shall perform traffic simulation modeling in advance of System delivery. The modeling shall employ the proposed dynamic pricing algorithm and shall serve five purposes, beginning in preliminary Design and extending through Operational and Acceptance Testing. It is currently envisioned that NCTA will open to traffic using a “Time of Day” toll collection policy in the Express Lanes for a period of approximately four (4) months or less while the “Dynamic” algorithm is proven out using live traffic inputs, modeling, and a pre-production “sandbox” that is required for parallel analysis. Details of the Transition shall be provided by the Contractor and Approved by NCTA during Business Rules development and System Design.

342	<b>Establish initial parameters.</b> The dynamic pricing algorithm will have numerous Configurable parameters designed to allow the stated operational goals to be achieved. Simulation provides an opportunity to identify some appropriate values for these parameters in order to ensure a smooth delivery.
343	<b>Test contingencies.</b> It will be important to evaluate the effectiveness of the algorithm in responding to operational contingencies such as traffic accidents and event-related surges in demand. Traffic simulation provides a forum for performing this evaluation and for identifying opportunities for revising the algorithm prior to delivery.
344	<b>Estimate revenue.</b> Traffic simulation provides a means for a more detailed assessment of the revenue-generating potential of the Express Lanes. The outcome of the simulation in terms of revenue generation can be used to (a) verify the validity of initial traffic and revenue estimates, (b) to provide insight regarding the balance between revenue generation and operational effectiveness, and (c) to help identify the minimum toll required in order to cover the fare collection cost.
345	<b>Develop initial pricing.</b> The Contractor may be asked to initially deploy the System with time of day pricing. This approach could provide an opportunity to (a) provide the traveling public with a simpler transition to variable pricing, and (b) gather operational information to inform the fine tuning of the dynamic pricing parameters. The rates used during this time of day pricing phase can later serve as “failover” toll rates that can be used in the event that the dynamic pricing System may temporarily fail (e.g. through data or communication failures).
346	<b>Gather data and support future decision making.</b> After tolling begins, the model may be updated with actual data gathered from the field in order to calibrate the model and to employ it as a tool for informing future pricing decision.

#### 1.4.10 Express Lanes – Eligibility and Toll Payment

The Contractor shall provide a RTCS that supports the following methods of declaring eligibility and making payment.

347	<b>HOV Declaration.</b> NCTA requires all Express Lanes users to either obtain a switchable Transponder or require the use of a Declaration Application to declare their occupancy status. Electric vehicles, buses and other such exempt vehicles will require validation prior to being
-----	---

	classified as toll exempt vehicles. It is envisioned that the Declaration App will require users to declare HOV status at least 15 minutes prior to reaching the Tolling Zone; therefore, the System shall process Declaration App status changes within 15 minutes or less.
348	<b>Toll Payers.</b> Currently all exempt or HOV3+ declared users are not required to pay a toll; however, the toll System will support a toll structure where all vehicles will be required to pay a toll. For example in an Express Lane environment, HOV2+ or HOV3+ vehicles may be required to pay a reduced toll amount (including a 100% discount), whereas vehicles without a Transponder will be required to pay a higher toll amount via the Bill by Mail process.
349	<b>Vehicle Classification.</b> It is currently anticipated that only two (2) axle passenger vehicles are eligible to use the US-74 Express Lanes and future Express Lanes will have similar restrictions. Unauthorized vehicle enforcement is to be performed by the N.C. State Highway Patrol (NCSHP). However, to support automated enforcement of restricted vehicle activity and for reporting and tracking purposes, the Express Lanes toll System shall have vehicle classification capability.

1.4.11 Express Lanes – Enforcement

The Contractor shall provide a RTCS that supports the following methods of enforcement.

350	<b>Manual Enforcement.</b> Until occupancy detection and its enforcement can be automated, vehicle occupancy violations will be enforced manually by NCSHP or local law enforcement. The Contractor shall provide the Hardware and application to meet the Requirements for manual enforcement, including:
	<ul style="list-style-type: none"> <li>• Smartphone applications to assist in the validation of transactions and Account status.</li> </ul>
	<ul style="list-style-type: none"> <li>• Handheld readers to verify Transponder data.</li> </ul>
	<del>ALPR readers to detect vehicles who are on the VEL.</del>
	<ul style="list-style-type: none"> <li>• Transaction status indicators (TSI) which are beacons that display the status of the vehicle transaction.</li> <li>• Smartphone application that provides the capability for the officer to update the results of the citation and this data will be uploaded to the RSS.</li> </ul>
351	<b>Automated Occupancy Enforcement.</b> When mature automated occupancy enforcement technology is made available, the Contractor shall integrate to a system provided by others to detect Transponder equipped vehicles with fewer than the required HOV occupancy.
352	<b>HOV Occupancy Mode Enforcement.</b> A Transponder equipped SOV using the Express Lanes when it is operating in HOV Only mode shall be detected and reported the existing NCTA CSC Back Office for the potential assessment of a fine.
353	The Contractor shall provide a Transaction Status Indicator (TSI) beacon for each travel lane and viewable from each direction of travel.

## I.5 Roadside Tolling Facility Server

The provision of a facility server is optional but if the Contractor's solution includes a facility server, then the Requirements in this section shall be met. The Contractor has the option to use the facility server as an image server as long as the Design complies with the Requirements of the Scope of Work and Requirements.

354	The Contractor shall provide one or more facility servers located at a tolling point if it is deemed necessary to meet the Requirements specified in this Scope of Work and Requirements. A facility server or set of servers can support multiple Tolling Zones.
355	The Contractor shall furnish and install a complete Hardware configuration for each facility server to support the availability, redundancy and Performance Requirements of this Contract, including but not limited to: <ul style="list-style-type: none"> <li>• multiple processors;</li> <li>• dual, redundant, hot-swappable power supplies;</li> <li>• fault tolerant (RAID) storage devices; and</li> <li>• backup library.</li> </ul>
356	The Hardware solution shall provide high-speed connectivity between all storage, database, application, and reporting servers, and backup systems.
357	The facility server shall interface to the zone controller and shall serve as a store and forward server for transactions and messages.
358	Each facility server shall communicate with the primary and secondary RSS.
359	Each facility server shall be capable of storing transactions and images (if used as a local image server) from the in-lane subsystems for a period of minimum sixty (60) Days, in the event of a communications failure.
360	The facility server shall be capable of operating in a stand-alone mode for a minimum of sixty (60) Days if communications to the RSS are down. When operating in stand-alone mode, the last files downloaded from the RSS shall be used for processing vehicles.
361	The facility server shall have an available data port to permit onsite manual uploading of Software, TSL, or other pertinent data required for continued lane operation until communications with the RSS are re-established. Devices utilized to download the TSL and rate tables (if applicable) to the facility server shall have the capability of synchronizing the current versions whereby a new TSL is updated on the device within an hour of receipt.
362	The System shall provide the capability for Authorized Users to download transactions from the facility server and transfer such transactions to the RSS.
363	Upon re-establishing communications with the RSS all back-logged messages, including manually transferred messages, shall be flagged and transmitted to the RSS without affecting the real time Operations or degrading the lane Operations.

364	Upon re-establishment of communications and successful transmission of all messages, a recovery message shall be transmitted to the MOMS.
365	Failure of any component of the facility server shall be detected and reported to the MOMS.

## 1.6 Roadway Pavement, Toll Gantry, and Equipment Vault Design Support

### 1.6.1 General Design Requirements

366	At the tolling points the Contractor shall install the toll collection Equipment on the infrastructure provided by the Constructor as identified further in <b>Attachment 9: Responsibility Matrix</b> .
367	The Contractor shall work with NCTA and provide input into the civil Design and/or construction schedule, and Requirements for all civil construction work to be performed by others on the Project, including toll gantry; vaults; roadway/pavement, and conduit relative to the aspects that integrate with the Design and installation of the RTCS.
368	The Contractor shall cooperate and provide support as needed to the civil design and construction efforts. During civil design, Contractor support is anticipated to include responses to information requests for clarification on proposed Designs as well as actively reviewing the civil plans and drawings.
369	During construction, Contractor shall provide review and approval of Constructor shop drawings or similar within the context of the toll System functional and Performance Requirements.
370	During installation, the Contractor shall provide verification and approval of toll System related elements that the Constructor is responsible for installing.
371	Upon approval of shop drawings or similar Design elements by the Contractor within the context of System function and performance, Contractor shall assume responsibility for those elements to the extent that if the civil work is installed as Designed and does not meet the Performance Requirements of this Scope of Work and Requirements, the Contractor shall be responsible for the costs of redesign, civil rework and additional Equipment costs as further set forth in the Contract.
372	The Contractor shall also coordinate and be available onsite as needed during the installation of the civil elements related to the RTCS and shall be responsible for the sign off that the civil work and installation is performed in accordance with the Contractor's Requirements.

### 1.6.2 Toll Gantry

373	The Contractor's Equipment mounting and installation Design for the toll collection Equipment shall take into consideration its Maintenance and lane closure constraints.
-----	---

374	The Contractor shall coordinate in-lane Equipment Design, installation specifications, structural Requirements and drawings for mounting the Equipment to the overhead toll gantry at each Tolling Location as it relates to the Contractor's Equipment Requirements to the Constructor, including but not limited to Equipment mounting locations and installation instructions for mounting structure and mounting brackets; conduit; junction box; and electrical Requirements; wind load, Equipment load and power calculations, deflection and vibration limits for the various tolling Equipment, as well as Contractor Requirements related to special electrical grounding, isolated circuit integrity by Equipment.
375	The Contractor shall also review and agree, (not certify) to all aspects of toll gantry design drawings submitted by the Constructor that are related to the toll System Equipment required to meet the Requirements of this Scope of Work and Requirements.
376	The Contractor shall be responsible for all necessary mounting Hardware required to install the toll Equipment on each gantry at each lane as specified in this Scope of Work and Requirements and shall ensure installation is in compliance with NCTA specifications.
377	The Contractor shall be responsible for all Equipment installations, terminations, and connections of Equipment located on the overhead gantry and for connecting such Equipment to the electronics in the Roadside Equipment cabinets and vault enclosures.

### 1.6.3 Equipment Vault

On AET Facilities, an Equipment vault with external generator, and Heating, Ventilation and Air Conditioning (HVAC) will be provided by the Constructor at each Tolling Location. For Express Lanes facilities, there will not be any Equipment vault, external generator, or HVAC provided by the Constructor and the Contractor shall provide all roadside Equipment cabinets and enclosures to protect the RTCS Equipment.

378	The Equipment vault shall house the RTCS Equipment racks, enclosures and UPS provided by the Contractor. All RTCS electronics, devices, servers and associated communications Equipment shall be installed in the Equipment racks and enclosures. General guidelines for an existing equipment vault are provided in <b>Attachment 10: Monroe ORT SOW</b> . The Contractor shall provide the rack space Requirements to the Constructor for each equipment vault at each Tolling Location.
379	The Contractor shall provide detailed drawings of Equipment rack space layout for NCTA review/approval (verification) for consistency of vault Design.
380	The Contractor shall install racks, enclosures and UPS within the vaults in accordance with applicable North Carolina State building codes and NCDOT Design standards.
381	The Contractor shall install temperature and humidity sensors in the vaults and roadside Equipment cabinets that monitor the temperature and humidity in those environments. In addition, HVAC status, UPS status, and utility power status shall be monitored. Alarm messages shall be generated and reported to MOMS when the condition exceeds a Configurable threshold. The alarm shall be generated at every Configurable interval until the condition falls below the Configurable threshold.

382	The Contractor shall adhere to the latest version of the NCDOT Standard Specifications, NCDOT Roadway Standard Drawings, and <b>Attachment 11: Current AET Standard Drawings (Dated: 2016-03-29)</b> . In case of conflict, the AET Standard Drawings shall take precedence.
383	The Contractor shall also review and Approve all aspects of Equipment vault Design drawings, power specifications, electrical and cabling Design, circuit breaker and switches, and grounding Design submitted by the Constructor that are related to the RTCS Equipment.
384	The Constructor shall procure, furnish, and install the conduits between the vault and the demarcation point on the toll gantry. The Contractor shall procure, furnish and install any conduit required from the demarcation point to the Equipment and between the various components on the toll gantry.
385	The Contractor shall procure, furnish, and install the cables necessary for terminating and connecting the RTCS Equipment on the toll gantry to the electronics in the Equipment cabinets and/or vault. Cable lengths shall include sufficient service loops to facilitate maintenance.
386	The toll Equipment vault shall house the RTCS Equipment racks provided by the Contractor.
387	The Contractor is responsible for the RTCS Wide Area Network (WAN) communications. RTCS WAN Design must be Approved by NCTA and shall conform to NCDOT IT Communication & Security Policies. All networking Equipment at the toll Equipment vault and other locations to be provided by Contractor. The schematic of the RTCS and ITS network is shown in <b>Attachment 12: US-74 and Monroe Communications Schematic</b> .
388	The Contractor shall allocate a range of IP v4 Class C addresses and all networking addressing will be coordinated with the NCTA. The Contractor provided LAN Equipment shall be capable of supporting IPv6 addresses.

#### 1.6.4 Roadway Pavement

389	<p>During the Design phase the Contractor shall provide the in-pavement sensor Requirements to the Constructor, if such sensors are to be used.</p> <p><u>The following pavement design information is available for US-74 Express Lanes: Mill the existing pavement in both directions to a depth of 3.0" and replace with 3.0" of S9.5C. NOTE: The existing layers are described in the pavement design:</u></p> <p><u>Intermediate: 4.0" I19.0C</u>  <u>Base: 7.5" B25.0C</u></p> <p><u>The following pavement design information is available for Monroe Expressway:</u></p> <p><u>Toll Zone 1 thru 5:</u></p> <p><u>Surface course: 3" S9.5C</u>  <u>Intermediate: 3" I19.0C</u>  <u>Base: 3" B25.0C</u></p> <p><u>Toll Zone 6, 7:</u></p> <p><u>Surface course: 3" S9.5C</u>  <u>Intermediate: 4" I19.0C</u>  <u>Base: N/A</u></p>
-----	--

390	The Contractor is responsible for the Design and installation of all elements of the RTCS that is applied on or embedded into the pavement to achieve the required System Performance.
391	The Contractor shall coordinate with the Constructor for the installation of the sensors in the lanes. The location and Design of the pull boxes shall minimize the impact of Maintenance activities on the effected lane.

### 1.6.5 Communications

392	On new facilities the Constructor will provide, terminate, and test the fiber connections from vault to vault (the Metro Area Network or MAN). The Contractor is responsible for all network Equipment/switching for the MAN. The Contractor is responsible for all elements of the Local Area Network (LAN). The Contractor is responsible for WAN connections to the NCTA CSC Back Office.
393	Network monitoring Software shall be procured, furnished, and installed on the RSS servers to monitor the System network status and communications, including the connection to the existing NCTA CSC Back Office. All network alarms shall be reported to the MOMS. The software tool shall utilize the Simple Network Management Protocol (SNMP) to poll devices real time for status where possible.
394	If communications to any element of the RTCS is down an alarm shall be generated and reported to MOMS.
395	The Contractor shall provide network security at the RSS locations and shall comply with the NCTA Security Policy.
396	The LAN within a toll Equipment building shall be connected by CAT6 (or higher) cabling. The LAN connections from the vault to the roadside Equipment may either be CAT6 or multi-mode fiber-optic (MMFO) cable according to the Contractor's design. The MAN physical connectivity between the toll Equipment vaults with the Monroe Project corridor shall be provided by the Constructor. The Contractor shall be responsible for providing and obtaining the WAN connectivity from any primary or secondary Toll Host locations to the NCTA CSC Back Office.
397	The Roadside System at the Tolling Zones shall be connected and communicate to the primary and secondary RSS.
398	The Contractor shall procure, furnish and install all required communication Equipment at the toll Equipment vault to support the RTCS LAN. All LAN communications Equipment procured, furnished, and installed under this Contract shall be able to communicate with the NCTA communications Equipment.
399	The Contractor shall coordinate with NCTA, NCDOT IT and the Constructor regarding demarcation points between the onsite fiber network and Internet Service Providers (ISPs). The Contractor shall coordinate with NCTA and the Constructor regarding overall network Design and splicing for the MAN physical network between the toll locations. Once network Design is finalized, Contractor shall certify in writing that network Design meets all RTCS needs.
400	The Contractor may install the secondary RSS at a Contractor location within the contiguous United States as Approved by NCTA. The Contractor is responsible for securing the

	connectivity from such secondary location to the NCTA CSC Back Office.
401	The Contractor shall work with NCTA in Designing the network communication interfaces between the Roadside Systems, RSS, (including optional Facility Servers and Toll Host Systems), MOMS, DVAS, VTMS, CCTV and Access Control System, and the existing NCTA Back Office systems.

### 1.6.6 Utility Power

Utility power will be made available to the Contractor at the vault, the Equipment enclosures and the Tolling Location based on the Toll Facility type.

### 1.6.7 Generators

402	On the Monroe Expressway, Constructor-provided generators shall be used and the Contractor shall install the electronics that allow the Roadway Systems to communicate to the generator.
403	On US-74, generators are not currently planned for the Tolling Location; however; the requirement for generators at other Express Lanes will be assessed during the development of each new facility.
404	Software drivers shall be developed, furnished, and installed by the Contractor to acquire, display, store and report all parameters provided as outputs from the generator.
405	The System shall detect the switch to generator power and report the Alert to the MOMS.

## 2. ROADWAY SUPPORT SYSTEM (RSS) – FUNCTIONAL REQUIREMENTS

The Contractor's RSS architecture shall have a fully redundant high availability primary and secondary RSS that meets the functional and Performance Requirements of the Scope of Work and Requirements. Based on the type of facility, AET Facility or Express Lanes Toll Facility, the functionality provided by the RSS will differ and shall be Configurable; however, there shall be consistency in the basic architecture and user interface.

### 2.1 Roadway Support Systems (RSS) – General Requirements

406	The Contractor's central processing system architecture shall include a fully redundant highly available primary and secondary RSS that meets the functional and Performance Requirements of the Scope of Work and is accessible to Authorized Users of the NCTA System network.
407	The functions of the Roadside Tolling Facility Server, Toll Host System, Central Image Servers (if provided), DVAS and the MOMS shall be part of the RSS.
408	The RSS shall support AET facilities and Express Lane toll facilities.
409	The toll collection process shall be administered and controlled by RSS provided by the Contractor.

410	The Contractor shall procure, furnish, and install all servers, storage and communications Hardware needed to support the Software that meets NCTA RTCS Requirements.
411	The primary RSS shall be installed at the existing MRTMC building or at a Monroe Expressway Equipment vault location. The location shall be determined during System Design and Approved by NCTA.
412	The secondary RSS shall be hosted within the contiguous United States. All infrastructure required to support the secondary servers, including but not limited to UPS, air conditioning, security and backup generators shall be the responsibility of the Contractor.
413	The primary and secondary RSS configuration shall meet the Performance and Disaster Recovery Requirements of the Contract guaranteeing availability as identified in Section 8.
414	The secondary RSS shall be configured as a “hot stand-by” in an active-active state to allow continuous Operations in the event of a failure of the primary RSS.
415	The secondary RSS environment shall mirror the primary System in all Hardware and Software configurations, be kept up to date and be capable of performing all functions of the primary RSS as described in this Scope of Work.
416	Unless otherwise noted, all Hardware and Software procured under this Scope of Work and Requirements shall be confirmed to be the latest model and version at the time of purchase.
417	All computers, servers and Hardware procured, furnished, and installed under this Contract shall have the most current and up-to-date current virus, firewall, spam protection and other security Software that protects from virus attacks, unauthorized intrusions and unauthorized access. Virus protection and other Software shall automatically obtain Updates according to a recommended (Configurable) Maintenance schedule.
418	Per <b>Attachment 5: North Carolina, Statewide Information Security Manual</b> and as applicable, all computers, servers and Hardware shall automatically detect virus protection and security Updates according to a recommended (Configurable) Maintenance schedule and generate an Alert that is reported to MOMS. Virus protection and security Updates to workstations shall be automatic but Updates to servers shall be scheduled upon NCTA Approval. The System shall detect all unauthorized access and intrusions at all levels and report such events to the MOMS.
419	The System shall detect intrusion attempts and prevent all unauthorized access and intrusions at all levels and report such events to the MOMS. Any intrusion, compromise or breach must be reported to NCDOT IT Security immediately once detected.
420	A high level of redundancy shall be built into the RSS to support high availability Requirements.
421	The RSS shall support the following general functions: <ul style="list-style-type: none"> <li>• communicate with all the zone controllers in receiving transactions, alarms and other messages and transmitting TSLs, toll rate schedules, user identification lists (UIL), and configuration files as defined during System Detail Design phase;</li> <li>• provide real-time Roadway Operations monitoring screens and Dashboards to assist Maintenance and supervisory staff in observing transaction and event data in real-time, including reviewing DVAS image/video and data through these screens;</li> </ul>

<ul style="list-style-type: none"> <li>• provide the ability to remotely operate and control the lanes through real time screens;</li> </ul>
<ul style="list-style-type: none"> <li>• on toll facilities that have dynamic pricing, interface to the ITS devices directly or obtain traffic data via the MRTMC to perform dynamic pricing to identify the toll rate;</li> </ul>
<ul style="list-style-type: none"> <li>• on toll facilities that have VTMS, provide the sign control System that interfaces to the VTMS to display the toll rate and override messages;</li> </ul>
<ul style="list-style-type: none"> <li>• on toll facilities that have VTMS cameras, provide a monitoring Dashboard that is integrated into the Express Lanes Dashboard.</li> </ul>
<ul style="list-style-type: none"> <li>• perform transaction processing and fare determination based on the facility type and transaction type.</li> </ul>
<ul style="list-style-type: none"> <li>• interface with existing NCTA CSC Back Office per <b>Attachment 6: NCTA CSC Back Office System RTCS File Exchanges – Interface Control Document</b> to transmit images, transaction messages for further processing and fare schedules and toll rate data and receive TSL, and transaction processing disposition results;</li> </ul>
<ul style="list-style-type: none"> <li>• process I-Toll dispositions for image-based transactions which were converted to I-Tolls at the existing NCTA CSC Back Office for Accounts in good standing, including the adjustment of toll rate posted per the Approved Business Rules;</li> </ul>
<ul style="list-style-type: none"> <li>• perform Maintenance management functions of the System, including alarm notification and tracking, Equipment inventory, Maintenance history and other Maintenance related functions, incorporated into the MOMS;</li> </ul>
<ul style="list-style-type: none"> <li>• provide an independent audit of successful receipt of all transactions from the zone controllers to the RSS;</li> </ul>
<ul style="list-style-type: none"> <li>• provide various management reports that assess the operational performance of the System and transaction reconciliation reports as determined by NCTA during Design.</li> </ul>
<ul style="list-style-type: none"> <li>• communicate with facility servers (if provided) in receiving transaction, alarm and other messages and transmitting TSLs, UIL and Violation Enforcement List (VEL) (if exercised);</li> </ul>
<ul style="list-style-type: none"> <li>• communicate with the applicable image server(s) for tracking and reconciliation image transmission and transfer status;</li> </ul>
<ul style="list-style-type: none"> <li>• provide the capability to manage toll rate/toll schedule and transmit the toll rates/toll schedules to the zone controllers and the existing NCTA CSC Back Office System;</li> </ul>
<ul style="list-style-type: none"> <li>• Interface with NCTA or third-party solution that facilitates occupancy declaration via web / mobile application(s). Distribute occupancy declaration status to lanes on a near real-time basis;</li> </ul>
<ul style="list-style-type: none"> <li>• provide the capability to enter or obtain employee information defined in the Design phase such as employee ID, role and access privileges from Active Directory and, if required, to transmit the UIL to the zone controllers;</li> </ul>

### 2.1.1 Roadway Support Systems (RSS) Hardware and Third-party Products

The Work under this section shall include all labor, materials, and support Services to complete the Design; fabrication; integration; packaging; delivery; testing, and Acceptance of the primary and redundant RSS Hardware and third-party Software in accordance with the Requirements of this Scope of Work and Requirements.

422	NCTA shall have ownership of all Hardware, third-party Software and firmware procured, developed, furnished, and installed as part of the RSS.
423	The Contractor is responsible for obtaining all required licenses in the name of NCTA. All licenses and media shall be provided to NCTA for all Hardware, third-party Software and firmware. The Contractor shall retain authorized copies (backups) for all Software media to use for periodic System Maintenance, Upgrades, or restore, as required.
424	The Contractor shall furnish and install a complete, fully redundant, RSS Hardware configuration needed to support the redundancy and Performance Requirements of this Contract, including but not limited to: <ul style="list-style-type: none"> <li>• multi-processors</li> <li>• dual, redundant, hot-swappable power supplies;</li> <li>• storage devices, and</li> <li>• storage devices, backup library.</li> </ul>
425	The RSS Hardware solution shall provide high-speed connectivity between all storage, databases, servers, and backup systems. The Hardware solution shall provide for storage expansion and Upgrades. A storage area network (SAN) is a preferred solution over a minimum-cost just a bunch of disks (JBOD) server solution.
426	The System Design and implementation shall ensure the RTCS continues to operate without data loss even if any unit of the server configuration fails.
427	The Contractor shall provide a test environment that is independent and separate of the production environment to support testing, including new releases.
428	All components, supplies, Software and materials furnished under this Contract shall be new, COTS and field proven, and in revenue Operations for two (2) years.
429	The RSS server configuration, including all major Hardware elements, shall be of the latest Design and incorporate standard commercial products currently in production.
430	All components procured, furnished, and installed by the Contractor should be multi-sourced and readily available to NCTA.
431	All components procured, furnished, and installed by the Contractor should have the capability of sourcing from the same manufacturer or multiple suppliers. The intent is to increase compatibility and reduce maintainability problems.

432	Proof of purchase in the form of dated invoice and shipping bills shall be retained and furnished to NCTA in accordance with the Requirements of this Scope of Work and Requirements and Contract for all Hardware purchased by the Contractor.
433	The RSS Hardware shall have a minimum manufacturer warranty for five (5) years.
434	The RSS Hardware shall be supported for the duration of the Contact after the date of Operational Test Acceptance. During the life of the Contract the Contractor is responsible for ensuring the System is operational in accordance with the Performance Requirements.
435	The Contractor shall use proven server configurations that support future Upgrades to processors, memory, storage, operating System, database, and other System components. All third-party Hardware and Software and Contractor Software shall be Hardware neutral and shall perform without intervention on any Hardware platform.
436	The System architecture shall have expansion capability to support a ten (10) year growth in traffic volumes in its installed Hardware which includes support of Bill by Mail tolling at the Tolling Locations. For the purposes of calculation, please refer to <b>Attachment I: Future Project Transactions</b> , for projected traffic data.
437	The operating System for the RSS servers shall be a proven system used widely throughout the United States for intensive database Operations and shall be compatible with the Relational Database Management System (RDBMS) and other tools employed.
438	The operating System for the RSS servers shall consist of a multi-user, multi-tasking operating System.
439	The operating System shall fully utilize the redundant RSS server architecture and shall support all peripherals defined in these specifications.
440	The operating System shall also support the proposed communications topology, redundant RSS configuration, and Contractor's application Software.
441	The Contractor shall provide and maintain supported versions of the operating System for the Contract Term and all Upgrades of the RSS shall be the Contractor responsibility.
442	The operating System shall have a future Upgrade path and be supported for the Contract Term.
443	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, video, transaction data, image-based transaction data, audit data, and all other data, as applicable, for the retention period specified in the Scope of Work and Requirements.
444	Contractor shall provide the latest version of the RDBMS that is field-proven to operate in a transaction intensive environment.
445	The RDBMS architecture shall support the RSS functions for each of the Roadways and allow Authorized Users seamless access to all data.
446	The RDBMS shall be compatible with the operating System and application Software, and shall support the redundant RSS server architecture.

447	The RDBMS shall have an Upgrade path and shall support Upgrades to operating System, application, memory, processors, etc.
448	The RDBMS shall have Maintenance and Upgrade Services from the 3 <sup>rd</sup> party software provider for the Contract Term. For example Microsoft Software Assurance or Oracle Software Update and License Support or typical shall be required.
449	The Contractor shall provide and maintain supported versions of the RDBMS for the Contract Term and all Upgrades of the RSS RDBMS to the latest supported version shall be the Contractor responsibility.
450	The RDBMS shall be supported by the Contractor for the term of Contract.
451	The secondary RSS shall perform all functions of the primary RSS as described in this Scope of Work and Requirements.
452	The Contractor shall keep all Software instances throughout all environments at the same software version, configuration and patch level.

### 2.1.2 Roadway Support System (RSS) Printers

453	The Contractor will not be required to procure, furnish, and install any printers for NCTA use as part of the RSS.
454	NCTA shall have the ability to print from the RSS interface to any printer connected to the NCTA System network.

### 2.1.3 Roadway Support System (RSS) Uninterruptable Power Supply (UPS)

455	All Roadways Support System Hardware and Equipment shall be on UPS supplied by the Contractor and the Contractor shall furnish and install an electronic interface between the RSS and the UPS to monitor the UPS performance. The MOMS shall detect the status of the UPS and Alert technicians when the System is on UPS.
456	Software drivers or interfaces shall be developed, furnished, and installed where required to acquire, display, store and report all parameters provided as outputs from the UPS. The interface shall be designed to provide support for TCP/IP, SNMP, and/or a web interface that can be used to configure and administer the UPS, as well as support email-based alerting.

### 2.1.4 Image Server

The Contractor's image processing solution shall meet the functional and Performance Requirements of the Scope of Work. The Design shall support latency in the transfer of images to the existing NCTA CSC Back Office System and prevent loss of images and image-based transactions if there are communications or server issues. If the Contractor's solution includes the provision for a central image server as part of the RSS, then the central image server shall be located at a NCTA Approved location.

457	The image processing solution shall support, but not be limited to the following general functions: <ul style="list-style-type: none"> <li>communicate with all of the roadside ICPS for the transmission, tracking, reconciliation</li> </ul>
-----	--

	and processing of all vehicle images and image-based transactions;
	<ul style="list-style-type: none"> <li>• interface with existing NCTA CSC Back Office System for the processing and reconciliation of all vehicles images and image-based transactions;</li> </ul>
	<ul style="list-style-type: none"> <li>• support the transfer of images and image-based transactions to the existing NCTA CSC Back Office System without loss of any image or image-based transaction, and</li> </ul>
	<ul style="list-style-type: none"> <li>• provide reconciliation reports as determined by the NCTA during Design.</li> </ul>

### 2.1.5 Data Backup

458	The RSS shall include data backup Software and Hardware that allows remote incremental and full back-up of data without manual intervention. Notification on the status of the backup process shall be transmitted to MOMS.
459	The Contractor shall maintain local and remote backups and if there is a catastrophic failure that results in the loss of data, means shall be provided to restore the data and reconfigure the servers without disruption to the toll collection Operations.
460	During the installation of the RSS servers, the Contractor shall create an image of the completed server configurations, as well as maintain regular local and remote backups. If there is a catastrophic failure that results in the loss of data, means shall be provided to reconfigure the servers without disruption to RSS Operations.
461	The backup software shall be capable of displaying the backup data in a user-friendly and readable form as defined during the Design phase.
462	The Contractor shall provide a solution for data backup storage locally and off-site.

### 2.1.6 Archive and Purge Control Mechanisms

463	Provide the capability for fully automated and Configurable archival and purging of data, images, video and files in accordance with NCTA's data retention Requirements.
464	Archival and purge routines shall be Configurable for each impacted data elements, including but not limited to: <ul style="list-style-type: none"> <li>• data;</li> <li>• images;</li> <li>• video;</li> <li>• MOMS data;</li> <li>• System logs, and</li> <li>• interface files.</li> </ul>
465	Servers shall retain transaction and summarized data, images, MOMS data and System logs, in accordance with the retention procedures, including but not limited to:

	<ul style="list-style-type: none"> <li>Transaction data shall be retained online for ninety (90) Days and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>compressed images associated with Transponder-Based transactions shall be retained online thirty (30) Days and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>Image-Based Transactions and images (compressed image and region of interest) online for ninety (90) Days and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>compressed images associated with class mismatch transactions shall be retained online for a minimum of ninety (90) Days and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>DVAS video, security video, VTMS video/frames, CCTV video and other video shall be retained online in accordance with the Requirements of the Scope of Work and Requirements.</li> </ul>
	<ul style="list-style-type: none"> <li>summarized data shall be retained online for at least ten (10) years and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>System logs shall be retained online on the System for ninety (90) Days and then archived and purged;</li> </ul>
	<ul style="list-style-type: none"> <li>MOMS data shall be retained online for the Contract Term, and</li> </ul>
	<ul style="list-style-type: none"> <li>all other data shall be retained on the System for ninety (90) Days and then archived and purged.</li> </ul>
466	The status of the archival process shall generate a message to be transmitted to MOMS. No transactions shall be deleted unless confirmed to be successfully archived.
467	The Servers shall be sized to accommodate for the restoration of selected archived data (two months minimum).
468	Authorized Users shall be able to generate queries from the restored data.

### 2.1.7 Maintenance Access and Application Access

469	Technicians and NCTA staff shall have ability to access the System and application as applicable.
470	The Contractor shall procure, furnish, and configure a total of six (6) NCTA laptops for dedicated NCTA use as part of the RSS.

#### 2.1.7.1. Maintenance Access

471	The Contractor shall procure, furnish, and install the required keyboards, video monitors, mouse(s), and KVM switches over IP to allow technicians to access all servers, controllers, computers, and devices in order to perform diagnostics.
472	Authorized technicians shall be able to access the System through a secure virtual private network (VPN) connection provided by the Contractor and through any NCTA authorized workstation connected to the NCTA System network.

473	All Maintenance Hardware and Software installed on the Roadside System and RSS shall comply with NCTA security Requirements.
-----	--

#### 2.1.7.2. NCTA Access

474	Authorized NCTA staff shall be able to access the RTCS through a secure virtual private network (VPN) connection provided by the Contractor and through any NCTA authorized workstation connected to the NCTA System network.
475	The RSS shall be a Graphical User Interface (GUI) application which shall be browser based and shall be accessible by any NCTA authorized workstation connected to the NCTA System network.
476	Access to the application Software shall not require the installation of any Contractor supplied application Software on NCTA authorized workstations and shall be accessible via External networks with via Secure VPN access. Based on the user's access privileges the appropriate menus shall be made available.

#### 2.1.8 Roadway Support Systems (RSS) Software

477	The RSS Software shall support the functionality detailed in this section and shall meet the NCTA operational Requirements set forth in this Scope of Work and Requirements and Contract for the Contract Term.
-----	---

##### 2.1.8.1. Data Communications and Interface Requirements

478	The RSS shall communicate with various other systems for the transmission and receipt of toll collection data based upon the Toll Facility in accordance with Approved ICD.
479	All data; transactions; images; files, and messages transferred between all subsystems shall be guaranteed and have the required data validation protocols to confirm the accuracy and validity of data transfer.
480	The System shall support error detection and recovery process in accordance with the NCTA Business Rules Approved during the Design phase. Alarms shall be generated and reported to the MOMS for all exceptions/errors.
481	Authorized Users shall have the capability to correct the errors and re-process the data without compromising System security.
482	<p>The RSS shall support the interfaces specified in this Scope of Work including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Interface to the zone controllers: If the Contractor's solution does not include a facility server, the RSS shall receive and store all the messages from the zone controllers in real-time. It shall transmit all data required by the zone controllers to support its operation, including the UIL and TSL. All data sent to and received from each zone controller and the RSS shall be acknowledged and confirmed.</li> <li>• the VEL shall be transmitted from the RSS to the Roadside System to support onsite enforcement (if exercised).</li> </ul>

	<ul style="list-style-type: none"> <li>Interface to the facility servers (if provided): If the Contractor’s solution includes a facility server, the RSS shall have the capability to transmit all data to and receive data from the facility servers as required in this Scope of Work to support lane Operations. All data sent to and received from each facility server at the RSS shall be acknowledged and confirmed.</li> </ul>
	<ul style="list-style-type: none"> <li>Interface to the existing NCTA CSC Back Office System: The RSS shall have the capability to transmit AVI transactions to the existing NCTA CSC Back Office System in real time and in batch mode (at Configurable intervals/transactions) in accordance with the Approved ICD.</li> </ul>
	<ul style="list-style-type: none"> <li>Interface to the image server(s): The RSS shall track and reconcile image transmission and transfer status.</li> </ul>
	<ul style="list-style-type: none"> <li>Interface to the MOMS: The RSS shall interface with the MOMS to transmit alarms and RSS operational status including recovery messages.</li> </ul>
	<ul style="list-style-type: none"> <li>Interface to the traffic detector servers for the receipt of traffic data.</li> </ul>
	<ul style="list-style-type: none"> <li>Interface to the VTMS for the transmission of toll rates, incident mode message and sign override data.</li> </ul>
483	The RSS shall receive a comprehensive TSL from the existing NCTA CSC Back Office System once a day and incremental TSL Updates not more frequently than every ten (10) minutes (Configurable).
484	Toll rate tables shall be transmitted to the existing NCTA CSC Back Office when rate changes are initiated on the RSS.

2.1.8.2. *Interface to the zone controllers*

485	<p>The RSS shall support the interface to the zone controllers to transmit and receive toll collection data including, but not limited to:</p> <ul style="list-style-type: none"> <li>transaction data;</li> <li>ICPS images;</li> <li>alarm messages;</li> <li>remote Authorized User Operations;</li> <li>TSL;</li> <li>UIL;</li> <li>toll rate schedules, and</li> <li>configuration files.</li> </ul>
486	All data sent to and received from each zone controller and the RSS shall be acknowledged and confirmed.

2.1.8.3. *Interface to the VTMS*

487	The RSS's sign control System shall communicate with the VTMS for accurate display and recording of the VTMS display data including, but not limited to:
	<ul style="list-style-type: none"> <li>• dynamic pricing data that indicate the toll rates in effect;</li> </ul>
	<ul style="list-style-type: none"> <li>• manual override data;</li> </ul>
	<ul style="list-style-type: none"> <li>• VTMS messages in incident mode;</li> </ul>
	<ul style="list-style-type: none"> <li>• confirmation of successful receipt of the data at the VTMS, and</li> </ul>
	<ul style="list-style-type: none"> <li>• frequent polling of the VTMS at Configurable intervals for the data displayed on the VTMS.</li> </ul>

2.1.8.4. *Interface to the existing NCTA CSC Back Office*

488	The RSS shall communicate with the existing NCTA CSC Back Office per <b>Attachment 6: NCTA CSC Back Office System RTCS File Exchanges – Interface Control Document</b> in real time and in batch mode for the transmission and receipt of toll collection data including, but not limited to:
	<ul style="list-style-type: none"> <li>• Transaction data upon creation of the fully-formed, pursuable transaction;</li> </ul>
	<ul style="list-style-type: none"> <li>• Fully-formed image-based transactions, including image review results that include license plate number; jurisdiction and plate type (if applicable);</li> </ul>
	<ul style="list-style-type: none"> <li>• Processing of Image Toll (I-Toll) transaction dispositions and related fare adjustments for I-Tolls which are determined and processed in the NCTA CSC Back Office using the fully-formed image-based transactions;</li> </ul>
	<ul style="list-style-type: none"> <li>• comprehensive TSL once a day and incremental TSL Updates not less often than every ten (10) minutes (Configurable);</li> </ul>
	<ul style="list-style-type: none"> <li>• toll rate schedules and dynamic pricing data to support customer disputes;</li> </ul>
	<ul style="list-style-type: none"> <li>• transaction reconciliation status;</li> </ul>
	<ul style="list-style-type: none"> <li>• Violation Enforcement List (VEL) (if exercised), and</li> </ul>
	<ul style="list-style-type: none"> <li>• Other data files needed for NCTA CSC Back Office transaction processing.</li> </ul>

2.1.8.5. *Interface to the Maintenance Online Management System (MOMS)*

489	The RSS shall interface with MOMS to transmit alarms and RSS operational status including recovery messages and operational Alerts.
-----	---

2.1.8.6. *Interface to the Traffic Management System*

490	On toll facilities that have dynamic pricing, the RSS shall interface to the traffic detection System to perform dynamic pricing to determine the toll rate.
-----	--

491	Toll rate and other traffic information obtained by the toll collection System shall be made available to other Traffic Management Systems (as applicable) in accordance with Approved ICDs and shall be available on the dynamic pricing Dashboard delivered with the RTCS.
-----	--

#### 2.1.9 Version Tracking Requirements

492	The RSS shall maintain records of all versions of the TSL; UIL; toll rate schedules; lane configuration files, and lane executable programs that it received and/or created and that were successfully downloaded to the lanes. Receipt of files from the existing NCTA CSC Back Office, their version, time of receipt and processing status shall also be tracked.
493	The RSS shall maintain records of the last 20 versions of the TSL, toll rate tables, VEL (if exercised), UIL, and lane configuration files that it received and/or created and that were successfully downloaded to the lanes. Receipt of files from the existing NCTA CSC Back Office System, their version, time of receipt and processing status shall also be tracked.
494	Reports and screens shall be made available to verify the versions and the file download status. Failure in the transmission of any data to a lane shall result in a failure message being logged and reported to the MOMS.
495	The System shall provide the capability to track the versions of lane executable programs installed at each Tolling Zone location.

#### 2.1.10 Diagnostics

496	The RSS shall provide self-diagnosis functions to detect and report on the status and functioning of the RSS Hardware devices, third-party Software, communications, processes, tasks, and Software applications, as defined in the NCTA Approved Design Document.
497	All Hardware and Software failures detected shall be reported to the MOMS.

#### 2.1.11 Data Security

498	The Contractor shall ensure that any data records, once entered into the System, cannot be deleted or changed.
499	Data records and files shall only be appended to and not edited or deleted. If manual intervention is required to complete the audit and verification process, only Authorized Users shall be permitted to Flag a file to ensure the integrity and provide a complete audit trail.
500	All System access/entry, logins, and modifications (for example, flagging actions) shall be recorded and unauthorized access shall be prevented, logged and reported to NCDOT IT Security within 12 hours of detection.

#### 2.1.12 Transaction Audit and Verification

It is critical that all messages from the zone controllers are transmitted to the RSS and a verification of this data transmission shall be performed by the System.

501	The Contractor shall perform automatic audit and verification process that confirms all data transmissions between the zone controller and RSS are successful.
-----	--

502	The Audit process shall be an independent validation of the end of day summary counts from the lane/zone controller to the detailed transaction data at the RSS.
503	If the validation process fails for any reason, failure messages shall be created and reported to MOMS. If the audit process determines that transactions are missing, the missing sequence number shall be identified and reported to MOMS.
504	The RTCS shall perform an independent automatic audit and verification process that confirms all vehicles traveling through the toll lane are detected and reported as transactions; all transaction transmissions between the zone controller and RSS are successful and the System has the screens and reports to validate the audit trail.
505	If the validation process fails for any reason, failure messages shall be created and reported to the MOMS. If the audit process determines that vehicles or transactions are missing, the missing information shall be identified and reported to the MOMS.
506	If the audit process is successful then the audit for the location for the Revenue Day shall be deemed “complete” and System shall track this status of the audit on reports.
507	Once the Revenue Day is “complete” the data reported for that day should not change. Any condition for example toll waiving that result in changes to the data shall be identified and Authorized Users alerted.

#### 2.1.13 Data Summarization

508	In order to support the NCTA reporting Requirements, transaction data shall be summarized. The summarization details, including but not limited to summarization date, and status shall be recorded to provide an audit trail.
509	In the event additional data is received that changes the summary counts previously generated, then an alarm message shall be generated and the System shall automatically re-summarize the data until a Configurable period has lapsed after which the re-summarization shall be performed manually.

#### 2.1.14 Data Warehouse

510	The Contractor shall provide a replicated database environment independent and separate of the RSS production environment for reporting and analytics to which NCTA shall have full access.
511	The Contractor shall provide validation that any and all data replicated between the production database(s) and the replicated database is complete and accurate.
512	The replicated database environment shall be updated with all non-sensitive data (production data excluding any PII related data) at a minimum once per day.
513	Provide a schema architecture that is simple to understand so that Authorized Users familiar with query commands can effectively query data for export/input into common business intelligence tools for data reporting and analysis.

## 2.1.15 Fare Calculation

514	The RSS shall support fare calculation Business Rules by Toll Facility. Fares shall be determined in U.S. currency for the specified Toll Facility.
515	The RSS shall calculate the fare to be charged to the Customer Account based upon the toll locations; the payment method; the rate that was applicable for that transaction and any minimum/maximum criteria established by NCTA. <ul style="list-style-type: none"> <li>• the Tolling Zones traversed during travel on the Express Lanes;</li> <li>• the segment prices that were in effect at the time that the driver passed the VTMS just upstream of the entry point to the Express Lanes;</li> <li>• the payment method; and,</li> <li>• any minimum/maximum criteria established by NCTA.</li> </ul>
516	The rate calculation shall use travel time data (gathered from AVI sensors and/or roadside traffic detectors) to ensure that customers are charged a fare that is no greater than the fare that was posted on the VTMS prior to entering the Express Lanes.
517	The fare due from a vehicle without a Transponder that is determined to be an image-based transaction shall be in accordance with the Business Rules established by NCTA during the Design phase.
518	On toll facilities that use dynamic pricing, the System shall confirm that the cost determined matches the cost/toll rate displayed on the VTMS if the specified cost is displayed on the VTMS. In the event of a discrepancy, the cost/toll rate displayed on the VTMS shall be used and such transactions Flagged.
519	The System shall assess a default toll amount if the cost cannot be determined.

## 2.1.16 Transaction Pre-processing

520	The RSS shall ensure all transactions transmitted to the existing NCTA CSC Back Office are transactions that are pursuable and comply with the ICD specifications.
521	The RSS shall pre-process all transactions in accordance with the Approved Business Rules in order to filter incorrect transactions that may result from Equipment failures and lane logic issues.
522	Transactions that should not be processed further at the existing NCTA CSC Back Office shall be identified and Flagged and filtered at the RSS and not transmitted to the NCTA CSC Back Office.
523	The RSS shall identify exceptions, anomalies and other conditions determined during the Design phase in the event they have not been filtered at the zone controller, for example, same Transponder read within Configurable conditions.
524	In scenarios where multiple Transponders with valid status are reported, the System shall select one Transponder with valid status to be included the transaction (per the Approved Business Rules) and transmitted to the existing NCTA CSC Back Office System and the

	existing NCTA CSC Back Office will post the transaction in accordance with NCTA Business Rules. NCTA CSC Back Office.
525	In cases where a Transponder read and an Image-Based Transaction are created for a vehicle (in case of buffered reads or lane logic issues) then the RSS shall perform the filtering based upon Configurable parameters Approved during the Design phase. In case of buffered read transactions, the Transponder read time shall be used as the transaction time.
526	Alarm messages shall be created and reported to the MOMS in the event such exceptions identified in this section exceed a Configurable threshold.

#### 2.1.17 Roadway Support System (RSS) Application Software

527	The Contractor shall develop, furnish, and install a single GUI application Software for the RTCS that supports all user functions for the RSS, including the MOMS, image review and DVAS. The System shall provide Single Sign On capability. All rules for password security such as characters and rotation are enforced and passed between network and application. Any SSO exclusions shall be identified by the Contractor in System Detail Design phase.
528	A single GUI application shall be provided to access all RSS functions and reports. The System architecture shall provide the necessary databases to support the synchronization and transfer of the necessary data to support the single GUI requirement.
529	The GUI application shall be browser based and any NCTA authorized workstation connected to the NCTA System network shall be granted permission to access and run the application.
530	Provide a browser-based application compatible with the State Approved current version, or immediate prior State Approved version, releases of the following browsers, including but not limited to: <ul style="list-style-type: none"> <li>• Microsoft Internet Explorer;</li> <li>• Mozilla Firefox;</li> <li>• Google Chrome and</li> <li>• Apple Safari.</li> </ul>
531	Based on the user's access privileges obtained from Active Directory the appropriate menus, screens, tabs, reports and other System functionality shall be made available.
532	Changes to the System data and System parameters shall be through screens and only Authorized Users shall have access to these screens.
533	All access to the application and changes to the data shall be recorded and tracked, and the System shall provide an audit trail for all data modifications and parameter changes.
534	Authorized Users shall have access to the data modifications and parameter changes initiated by users.

### 2.1.17.1. Graphical User Interface (GUI) Requirements

The GUI Design must include accepted industry design standards for ease of readability, understanding and appropriate use of menu-driven Operations, user customization and intuitive operation.

535	<p>The GUI Design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:</p> <ul style="list-style-type: none"> <li>• menus (such as pull down, popup, cascading, leveling, etc.);</li> <li>• windows (allowing for multiple windows within the application, such as to navigate back without having to re-enter information)</li> <li>• informational messages;</li> <li>• positive feedback;</li> <li>• provide warning and/or confirmation messages when appropriate as defined during the Detailed Design phase</li> <li>• exception handling and error dialogs, including logging the error;</li> <li>• control icons, links and action buttons;</li> <li>• data entry fields, combo boxes, check boxes;</li> <li>• provide the capability for the user to print screens</li> <li>• display (read-only) fields, and</li> <li>• general and context-specific help menus.</li> </ul>
536	<p>Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.</p>
537	<p>Provide field-level validation (server-side enforced) and format verification upon exiting data fields applicable to pre-defined formats or standards, including but not limited to:</p> <ul style="list-style-type: none"> <li>• alpha-numeric;</li> <li>• date;</li> <li>• time;</li> <li>• special characters;</li> <li>• length;</li> <li>• lane and location ID, and</li> <li>• Transponder numbers.</li> </ul>

538	Provide other formatting masks (server-side enforced) as configured by the System administrator (visible to certain users but masked for other users), which can be applied to any other field in the GUI.
539	Provide field-level “tooltips” or other interactive help, Configurable by the System administrator, that provide specific guidance on any field presented, including but not limited to: <ul style="list-style-type: none"> <li>• alpha-numeric fields;</li> <li>• date fields;</li> <li>• time fields;</li> <li>• special characters;</li> <li>• username and password;</li> <li>• length restrictions;</li> <li>• lane and location ID, and</li> <li>• Transponder fields.</li> </ul>
540	Online help shall be provided for each screen, each editable field and each selectable option within each screen.

#### 2.1.17.2. Screens and Report Access

541	Capability shall be provided to assign Roadside System Application screens and reports access privileges to users based on user level/role, as determined by NCTA.
542	Based on the access levels/role a user is assigned to the appropriate menus, screens, tabs, reports and all other required user information shall be displayed.
543	For some screens, certain access levels/roles may only be allowed to view the contents and not allowed to enter any data.
544	Access privileges shall be set up to allow NCTA authorized personnel to make changes to the access privileges at any time, and shall be based upon access level/role and not at an individual user basis.

#### 2.1.17.3. Roadside System Screens and Reports

545	All data entered or generated in the System shall be retrievable through reports and screens.
546	Reports menu shall be organized by category of reports and shall be intuitive to users and easily accessible based on user access.
547	Data shall be summarized to improve report generation performance and to track changes in data for as-of-date reporting.
548	Reports and screens shall be made available through the System on demand and on an ad-hoc

	basis; shall have various selection and sort criteria, and shall be intuitively Configurable with user selected criteria from drop down data elements as defined during Detailed Design Phase.
549	The location selection criteria shall include Roadway; Tolling Location; lane, and direction of travel.
550	The date selection criteria shall include but are not limited to the ability to generate the same report by hour; day; date range; weekly; monthly; yearly, and year-to-date.
551	Data shall be presented as an accumulation or individually for the selected criteria. This capability shall be Configurable and applicable to individual Tolling Location and different transaction types whereby the user can choose the data to be presented as an accumulation of Tolling Locations and/or payment types or as individual Tolling Locations and/or payment types.
552	Reports developed shall allow NCTA to audit and reconcile the transaction data from RTCS to the transaction data at the RSS and the existing NCTA CSC Back Office in accordance with this Scope of Work and Requirements.
553	Capability shall be provided to manipulate the report data to perform comparative analysis and statistical calculations.
554	The Contractor shall provide ad-hoc reporting tools supporting natural language and use of the tools to generate ad-hoc reports shall be documented.
555	Provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports, including but not limited to: <ul style="list-style-type: none"> <li>• drag-and-drop field functionality;</li> <li>• drill down functionality;</li> <li>• filtering;</li> <li>• parameter prompting;</li> <li>• formula support;</li> <li>• grouping;</li> <li>• sorting, and</li> <li>• stored procedure and function support.</li> </ul>
556	The ad-hoc reporting tool shall be COTS software and be the latest version at the time of Acceptance testing and field-proven to operate in a transaction intensive environment.
557	The ad-hoc software shall be compatible with operating System standards and shall be patched and Upgradeable to new versions of the software and operating System.
558	Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users.
559	All reports shall show the status of the validation/audit process, as defined by NCTA and

	other relevant statuses that indicate items, including but not limited to whether:
	<ul style="list-style-type: none"> <li>• all data has been obtained from the lanes;</li> </ul>
	<ul style="list-style-type: none"> <li>• the data has been re-summarized;</li> </ul>
	<ul style="list-style-type: none"> <li>• the transactions have been transmitted to the existing NCTA CSC Back Office System, and</li> </ul>
	<ul style="list-style-type: none"> <li>• the report is complete.</li> </ul>
560	The date and time of the last transaction processed shall be included in all applicable reports.
561	Once the audit process is completed and Revenue Day is closed, the data on reports for the day shall not change unless data is re-summarized.
562	All reports shall include individual totals, sub-totals, and grand-totals as appropriate and such totals shall be maintained when data is exported to other formats.
563	Reports shall have the capability to select the date type, including but not limited to:
	<ul style="list-style-type: none"> <li>• revenue date;</li> </ul>
	<ul style="list-style-type: none"> <li>• transmission date;</li> </ul>
	<ul style="list-style-type: none"> <li>• as-of date;</li> </ul>
	<ul style="list-style-type: none"> <li>• process date;</li> </ul>
	<ul style="list-style-type: none"> <li>• transaction date, or</li> </ul>
	<ul style="list-style-type: none"> <li>• a combination thereof, as designated by NCTA.</li> </ul>
564	Reports shall use conditional formatting to identify exceptions and data that are outside the normal trend.
565	All reports and screens shall have the capability to be printed or saved in various formats (both compressed and uncompressed), formats to be Approved during the Design phase including but not limited to:
	<ul style="list-style-type: none"> <li>• Portable Document Format (PDF);</li> </ul>
	<ul style="list-style-type: none"> <li>• plain text format (TXT);</li> </ul>
	<ul style="list-style-type: none"> <li>• rich text format (RTF);</li> </ul>
	<ul style="list-style-type: none"> <li>• Microsoft Excel (2010 version and later);</li> </ul>
	<ul style="list-style-type: none"> <li>• delimiter-separated values;</li> </ul>
	<ul style="list-style-type: none"> <li>• hypertext markup language (HTML), and</li> </ul>
	<ul style="list-style-type: none"> <li>• extensible markup language (XML).</li> </ul>
566	A report generation feature shall be available for configuration and shall permit an individual

	with permission to request selected reports for auto delivery by email or to a designated server according to a routine or custom-specific interval.
567	Selected reports shall be automatically generated and made available to authorized personnel at the start of the Business Day or at other appropriate time as designated or requested by NCTA.
568	Data from summary reports scheduled to run daily shall be automatically exported daily to a specified file format and made available on the NCTA designated server.
569	The System shall have the ability to drill down all high-level reports/screens to the next level of detail and to details as required.
570	Authorized Users shall have the ability to display and review the ICPS images, VTMS frames and DVAS video and event details associated with the selected transaction from the drilled down details.
571	Authorized Users shall also have the ability to view the contents of files that are received by the RSS and transmitted by the RSS in a readable format. If files are compressed or encrypted, the necessary Software tools shall be provided to view their contents. If the user selects a specific file, the contents of the file shall be displayed and the user shall have the ability to save the contents as a .csv file and in a useable Excel format.
572	Where applicable, data shall also be presented in graph forms and chart types and the user shall be able to select presentation form from a variety of graphic styles. Report Designs shall be presented and finalized during the Design phase.
573	Data shall be organized and summarized in a manner to allow for report generation within no more than two (2) seconds for daily reports, and no more than twenty (20) seconds for weekly, monthly and annual reports, of a report generation request.
574	Additionally, after the deployment and implementation of the System, the need may arise to create additional reports and modify implemented reports and the Contractor shall support such additions and/or modifications. It is anticipated that no more than five (5) additional reports will be required for each Toll Facility type.

#### 2.1.17.4. Roadway Support System (RSS) Reports

The RSS shall provide reports to audit and reconcile the System and validate System performance.

575	Report Designs and templates shall be presented by the Contractor and reviewed by NCTA during the Design phase and Approved.
576	Additionally, after the deployment and implementation of the System, the need may arise to create additional reports and modify implemented reports and the Contractor shall support such additions and/or modifications. It is anticipated that no more than five (5) additional Roadside Support System reports will be required for each Toll Facility System.

577	Traffic Reports: Peak hour (user-selectable); 15 minute increments, hourly; daily; weekly; monthly and comparative reports shall be provided that help NCTA gauge congestion, mobility, travel times and throughput. Average travel time, average toll rate, and minimum and maximum toll rate shall be included in the traffic reports. Provide the capability for user-selectable criteria for reporting as defined during Detail Design phase.
578	Average Lane Throughput Report: This report shall display hourly traffic volumes for each lane grouped for each tolling point within the selected District. Hourly traffic volumes shall be totaled by lane for the day for each tolling point to calculate the average lane throughput at each tolling point.
579	Counts and Percentages Report: This report shall display vehicle counts and percentages of each count grouped by vehicle class category and vehicle class for each revenue category for example AVI and Image-based for each tolling point. This is a daily report and is grouped by tolling point for the selected highway(s) and district. This report shall drill down to the Counts and Percentages by Direction Report.
580	Counts and Percentages by Direction Report: This report shall display vehicle counts and percentages of each count grouped by vehicle class category and vehicle class for each revenue category for example AVI and Image-based counts and percentages for each tolling point. This is a daily report and is grouped by tolling point and direction for the selected highway(s) and district.
581	Lane Traffic Counts and Statistics Reports: This report shall provide AM and PM traffic counts and statistics by hour for each Highway and tolling point by revenue category for example AVI and Image-based. The report shall also include AM and PM peak hour statistics and provide a grand total by revenue category for all peak hour. The total percentage of AVI transactions with the AM/PM breakdown and identification on the AVI high hour and lane shall be included.
582	Finance Traffic Details Report: This report shall display traffic counts grouped by tolling point and vehicle class category and include grand totals for each vehicle class category.
583	Tolling Location By Lane Report: This report shows traffic counts by lane for each tolling point by vehicle class categories and vehicle classes. This report includes the summary by tolling point for the selected District. This report is used by Operations staff in analyzing traffic volumes by lane and vehicle class.
584	Market Penetration Report: This report shows traffic counts by revenue category, for example AVI and Image-based for AM/PM peak hours and includes the AVI penetration percentage, and comparisons shown for EL, GP lanes and any other lane AVI penetration percentages available.
585	Speed Bin Reports: This report shows the traffic count information per lane by user-definable speed bins. This report is used by Operations staff to monitor traffic flows at various speeds.
586	Traffic Counts Report: This report shows traffic count information grouped by revenue category for example AVI and Image-based with breakdown by transaction types and sub-totaled by tolling point and vehicle class categories. The combined counts include a breakdown by revenue and nonrevenue transactions. This report shall drill down to the Traffic Counts by Direction Report.

587	Traffic Counts by Direction Report: This report shows traffic count information grouped by revenue category for example AVI and Image-based with breakdown by transaction types and sub-totaled by tolling point, direction and vehicle class categories. The combined counts include a breakdown by revenue and nonrevenue transactions.
588	Vehicle Count by Lane Mode Report: This report shall display tolling point, lane and detailed transaction information for vehicles that travel through a lane based on the date range, tolling point, lane and user-selectable lane mode.
589	Vehicles and Mileage Report: This report shows traffic counts for all vehicle classes in addition to vehicle class category for each revenue category between tolling points, average travel time between tolling points and total distance traveled for the selected criteria. The report includes a summary page with traffic between tolling points and total miles traveled. Each summary shall be grouped by vehicle class category and revenue category, for example AVI and Image-based.
590	Transaction Audit Report: This report shows the status of the transaction transmission from the zone controllers to the RSS, the audit status, the failed transactions, all exceptions, and missing transaction sequence numbers at each of the Tolling Locations. The communication status between the zone controllers to all of the subsystems shall be displayed. The report shall also include the date the transactions were received at the RSS and the Days lagging. It also shows the transmission status of the transactions to the existing NCTA CSC Back Office.
591	System Audit Trail Reports: Weekly and monthly reports shall be made available that show the modifications made by the users to system parameters and ability shall be provided to obtain the details of the modifications.
592	System Exceptions Report: The System Exceptions report shall display transactions that are considered exceptions, including but not limited to duplicate transactions; dual Transponders; RSS filtered transactions and non-interoperable Transponder reads. Exception handling errors and the disposition of these exceptions shall also be displayed along with the transaction.
593	Image Reconciliation Report: The Image Reconciliation report shall provide the ability to match transactions by type to images and to help identify missing images. These reports shall not only reconcile the actual images saved to what was expected but also verify that the images were successfully transmitted to the RSS for image review and image review results were obtained back.
594	Image Reconciliation Detail Report: This operational report list the information on the image-based transaction for a user defined transaction date/time range. Capability shall be provided to show only records where an image is expected and if the image is expected if the image has arrived yet.
595	Transactions Reconciliation Reports: Yearly, quarterly, monthly, weekly, and daily reports that show AVI and image-based transaction transmission reconciliation for all of the tolling points. These reports shall validate that all of the AVI and image-based transactions received from the lanes were posted to the RSS and transmitted to the existing NCTA CSC Back Office System. Reports shall be available by transaction day and transmit day, and transmit day reports shall show the files transmitted and acknowledged by the receiving system.

596	Fare Schedule Report: This report shall provide user-selectable criteria to include at a minimum, fare schedule and types of fares. The fare amount for each vehicle class will be displayed by tolling point for the effective date selected. The report shall be used by Operations and management staff to verify future, current and past versions of released and unreleased fare schedules based on the effective date selected. Historical fare information shall be used in determining future changes in fares. It may also be used to reconcile past transactions amounts. For example, the types of fares selected may be historical (fares published to the VTMS and ultimately charged to the customer); fares calculated by dynamic pricing, time-of-day or static; or simply 30 minute historical rates.
597	Hardware Status Report: This report shows the Hardware status codes and descriptions based on the selected date range, Highway, District, Facility, Lane and type of Hardware failure. This report allows Maintenance staff to audit the state of all Hardware components in the lanes.
598	Transaction Number Gap Report: This report shall provide information on gaps in transaction numbers based on tolling point and lane for the specified date range.
599	Unusual Occurrence Report: This report shall be used to provide Operations and Maintenance staff with information regarding unusual occurrences with lane data to identify potential Hardware issues, software issues or other System anomalies. The report shall include the Highway(s), and tolling point and may be filtered by unusual occurrence (UO) code. This report includes lane number, transactions date and time, lane status transaction number and a description of the UO.
600	Lane Operations Report: This operational report lists and summarizes vehicle transactions and Equipment messages that are generated in the lanes. This report is an audit tool that presents all lane activity for a specified location and desired transaction date and time period. Numerous selection and filter criteria shall be provided to help identify problems. Detailed information regarding the transaction and event shall be included.
601	Transponder Audit Report: This report verifies that Transponders are properly read at each roadside Tolling Location
602	Toll Pricing Reports: These reports show the daily dynamic pricing data compared to traffic throughput; congestion and speed and shall include data from GP lanes for the selected intervals for the day and any other traffic performance input into the dynamic pricing calculation as defined during Detail Design phase. Comparative reports shall detail pricing results to pricing parameters and congestion for selected criteria including historic data. Reports shall also include detailed historic and dynamic pricing calculation steps.
603	Transaction Reports: Daily, weekly, monthly, quarterly, and yearly transactions and reports showing traffic and vehicle class by payment type. Class mismatch transactions shall also be identified. Transaction reports shall be summarized and detailed.
604	Transaction Summary Reports: These reports show daily, weekly, monthly, quarterly, yearly, and comparative transaction and revenue, by vehicle class and payment type. Transaction and revenue reports shall be summarized and detailed. The summary data shall drill down to the Transaction Detail Report.

605	Transaction Detail Report: The transaction details shall be provided in this report including lane status, Equipment status, transaction status and various lane flags. Users shall be able to access the bit descriptions in all cases where information is coded. The report shall be used to investigate discrepancies and issues.
606	Accounting Revenue and Associate Traffic Report: This report shows accounting revenue and traffic counts by Revenue Dates for the vehicle class categories.
607	Class Report: This report shows information related to traffic and revenue by vehicle class by transaction types, for example AVI, Image-based and Non-Revenue This report is used by management and Operations to report on traffic and revenue by vehicle class.
608	Executive Summary Traffic and Revenue Report: This report shows daily traffic counts and revenue amounts by revenue category, for example AVI and Image-based by vehicle class category, grouped by shift, selected day totals, previous day totals, percentage of increase/decrease and month to selected day totals. This report is used to show the increase and/or decrease in traffic counts and revenue compared to the previous Days' totals using the breakdown by revenue types. Data in this report shall also be represented graphically to include selected day traffic and revenue statistics; daily revenue and traffic comparisons by vehicle class and revenue type including selected day; previous day; month to selected day average and prior week day. Backup of the summary data by facility and tolling point shall be included.
609	Finance Traffic and Revenue Details Report: This report shows traffic and revenue counts by tolling point and is grouped by vehicle class categories for the specified highway(s) selected. This report provides Operations and management with traffic and revenue totals for each tolling point by vehicle class categories for a specified date range.
610	Traffic and Revenue Report: This report shows transaction by transaction type, for example AVI, Image-based and Non-Revenue for tolling points in each District for the selected highway(s). The data is grouped by vehicle class categories and tolling point. A summary is provided at the end of the report by vehicle class category and transaction type.
611	Traffic and Revenue Comparison Report: This report shall provide a comparison of current year monthly traffic and revenue data with the previous year with percentage increase/decrease and includes selected highway(s) by district and tolling point. Similar to the traffic and revenue report above, the report includes a breakdown by vehicle class category. The report is further divided into sub-groups by revenue category, for example AVI and Image-based.
612	Transponder Status List Transmission Report: The TSL Transmission report shows the status of the TSL transmissions to the RSS and to all of the zone controllers. Summary information related to the number of Transponders, time acknowledged by the zone controller and other data shall be provided to verify results and Performance Requirements. Time of receipt from the existing NCTA CSC Back Office System, time of transmission to the zone controllers and the status of the transmission shall be displayed. Lanes not compliant to the Requirements shall be identified.

613	Image Transmission Summary Report: This operational report counts the number of images created in the lanes for a user defined image created date range and other criteria. Data displayed include the number of triggered, non-triggered and total images from the lanes and the date the images were received at the image server(s). For each received date, the total images, number of lag Days, the percentage of transactions received each day and a cumulative percentage shall be included.
614	Image Transmission Detail Report: This operational report lists information on images from the lanes for a user defined lane created date. Capability shall be included to show image records where it took longer than a user defined number of hours for the image to arrive at the image server(s).
615	Image Processing Performance Report: The Image Processing Performance Report shall display OCR/ALPR and manual review performance statistics by jurisdiction. Problematic lanes, toll locations and jurisdictions shall be identified. The report shall also include a breakdown of the OCR/ALPR performance by confidence levels, if OCR/ALPR is used. The report selection criteria shall include at a minimum jurisdiction, toll locations, lane and sortable by each selected criteria. The selected criteria shall be defined during the Detail Design phase.
616	System Exceptions Report: The System Exceptions report shall display transactions that are considered exceptions, including but not limited to duplicate transactions, RSS filtered transactions and non-Interoperable Transponder reads. Exception handling errors and the disposition of these exceptions shall also be displayed along with the transaction. Additional information may include but not limited to operational mode schedule, configuration parameters, incident/override.
617	System Audit Reports: Weekly and monthly reports shall be made available that show the user access data and modifications made and ability shall be provided to obtain the details of the modifications.
618	File Transfer Performance: This operational report lists files that have been created and sent from the RSS by component for either the created date range or sent date range selected by the user. Information displayed include, file information, created date and time, sent date and time and process time. This report verifies System compliance to Performance Requirements. File/data transmissions to the lanes shall include confirmation of successful delivery at each lane.

#### 2.1.17.5. Monthly Performance Reports

The RSS shall provide reports to measure compliance to the stated Performance Requirements.

619	Availability – AET Lanes: This report will show each travel lane by location along with uptime, downtime, exception time, availability percentage calculated to 0.001 percent for the reporting period, and points assessed per travel lane. The report shall contain a summary, the information from which the Contractor's Monthly Performance Scorecard is generated.
620	Availability – Express Lanes: This report will show each travel lane by location along with uptime, downtime, exception time, and availability percentage calculated to 0.001 percent for the reporting period, and points assessed per travel lane. The report shall contain a summary, the information from which the Contractor's Monthly Performance Scorecard is generated.

621	Availability – Variable Toll Message Signs (VTMS) and Cameras: This report will show each VTMS and associated camera(s) by location along with uptime, downtime, exception time, and availability percentage calculated to 0.001 percent for the reporting period, and points assessed per VTMS location. The report shall contain a summary, the information from which the Contractor’s Monthly Performance Scorecard is generated.
622	Availability – RSS: This report shall display a list of functional areas (to be determined during System Design) within the RSS along with a drill down to each of the components therein that contribute to the availability of the RSS along with uptime, downtime, exception time, and availability percentage calculated to 0.001 percent for the reporting period, and points assessed per line item. The report shall contain a summary, the information from which the Contractor’s Monthly Performance Scorecard is generated.
623	Availability – Dynamic Pricing System: This report shall display the uptime, downtime, exception time, and availability percentage calculated to 0.001 percent for the reporting period, and points assessed for the Dynamic Pricing System. The report shall contain a summary, the information from which the Contractor’s Monthly Performance Scorecard is generated.
624	Completeness – Toll Facility Maintenance: (This report requires Maintenance schedules to be setup in MOMS for System tracking purposes) The report shall list each Toll Facility Maintenance activity scheduled within the reporting period, along with a value indicating if the task was completed or not and the points assessment for each (determined elsewhere). The report shall contain a summary, the information from which the Contractor’s Monthly Performance Scorecard is generated.
625	Operations – ITS Complete and Timely Data transmission: Report shall provide for each day during the reporting period; data statistics such as but not limited to: number of data intervals in period, number of data sets received, percentage of data sets received, max number of consecutive data sets lost, overall percentage of expected data received calculated to 0.01% for each day in the reporting period. The report shall contain a summary containing the monthly calculations which will be used on the Contractor’s Monthly Performance Scorecard.
626	Operations – AVI Transaction Transmission Timeliness: This report shall show for each day in the reporting period total AVI transactions sent to CSC, total number of transactions not sent to the CSC within 120 minutes, and the percentage of transactions sent to the CSC later than 120 minutes. This report will also contain a summary showing the monthly totals for the counted items and the average for the calculated percentages. The summary information will be used on the Contractor’s Monthly Performance Scorecard.
627	Operations – Image Transaction Transmission Timeliness: This report shall show for each day in the reporting period total image transactions sent to CSC, total number of image transactions not sent to the CSC within 72 hours, and the percentage of transactions sent to the CSC later than 72 hours. This report will also contain a summary showing the monthly totals for the counted items and the average for the calculated percentages. The summary information will be used on the Contractor’s Monthly Performance Scorecard.

628	Operations – AVI Transaction Accuracy: This report will display the number of AVI transactions reviewed by the QA person(s), the number of AVI transactions that failed the QA accuracy check, and the System calculated accuracy calculated to 0.001 percent, as well as the amount of assessed points for the month. The data for the report will be provided by the NCTA (or designee) reviewer, and a screen for this information to be entered into the System will be required. This information, once collected and calculated by the System will be used on the Contractor’s Monthly Performance Scorecard.
629	Operations – Image Transaction Accuracy: This report will display the number of image based transactions reviewed by the QA person(s), the number of image based transactions that failed the QA accuracy check, and the System calculated accuracy calculated to 0.001 percent, as well as the amount of assessed points for the month. The data for the report will be provided by the NCTA (or designee) reviewer, and a screen for this information to be entered into the System will be required. This information, once collected and calculated by the System will be used on the Contractor’s Monthly Performance Scorecard.
630	Operations – Image Rejection Accuracy: This report will display the number of image based transactions reviewed by the QA person(s), the number of image based transactions that failed the QA Image Rejection accuracy check, and the System calculated accuracy calculated to 0.001 percent, as well as the amount of assessed points for the month. The data for the report will be provided by the NCTA (or designee) reviewer, and a screen for this information to be entered into the System will be required. This information, once collected and calculated by the System will be used on the Contractor’s Monthly Performance Scorecard.
631	Operations – Image Quality: This report will display for each day in the reporting period, the total number of images rejected, total number of images rejected for reasons under control of contractor (to be determined during System Design phase), and the percentage calculated to 0.001 percent. The report shall also have a summary showing the monthly totals of each plus the assessed points for the month. The summary information will be used on the Contractor’s Monthly Performance Scorecard.
632	Operations – CSC File Communications: This report will show for each day in the reporting period any endpoints (zone controllers, etc.) that require the TSL file along with a total number of times within the reporting period that the TSL was not received and applied within ten minutes. Each of these lines will also show the number of Updates not received and applied within ten minutes along with the value equal to the number of Updates received from the CSC minus the number of Updates received and applied. Last column in the body of the report is the number of points assessed for each day, the formula to be finalized during System Design.
633	Performance Reporting – Monthly Contractor’s Performance Scorecard: This report is intended to be a single page quick look at the performance of the contractor and System for the reporting period. The 13 aforementioned reports will provide the data that will be used to populate this report, as sample of which is shown in Figure 3-2.
634	Performance Reporting – Historical Performance: This report will show the Contractor’s performance on each of the Performance Standards for the last 12 months.

2.1.17.6. *Dashboards/Real-Time Monitoring*

635	The Contractor shall provide real-time Dashboards applications developed during the Design phase to monitor the RTCS in a pictorial and Dashboard view. The Dashboards shall include but not be limited to real-time monitoring of tolling point traffic, Maintenance data, operational modes for Tolling Locations, VTMS, incident modes/status and System performance monitoring. There should be at least one screen that includes monitoring data/Dashboard for all Tolling Locations.
636	Authorized Users shall have the capability to configure and customize their Dashboard to display the relevant data/graphs and video. The capability for Dashboard displays that are layer Configurable by the user is highly encouraged.
637	The Dashboard view shall be Configurable and based on the Toll Facility type the appropriate Dashboard shall be displayed.
638	The Contractor shall provide Authorized Users the capability to view real time DVAS video and also playback recorded video via the Dashboard. The event data pertaining to the vehicle in the video shall be displayed on the video.
639	Authorized Users shall have the capability to drill down to each lane to review and monitor detailed events as they occur for each transaction.
640	The Dashboard shall provide full Tolling Location/lane monitoring which has continuous, current monitoring information for each lane including Equipment status.
641	The Dashboard shall provide the capability to view traffic data on the Express Lanes and GP lanes. Data shall be quickly viewable by tolling point and by segment. Viewable traffic data shall consist of dynamic pricing data and frames from the VTMS camera that help confirm the accuracy of the VTMS display. Camera video shall cycle through the individual cameras based on Configurable settings. Capability shall be provided to drill down to individual traffic detectors.
642	The VTMS camera video shall be viewed through the Dashboard and Authorized Users shall have the capability to remotely control the camera via the PTZ features. The System shall provide the capability to save a clip of the video as needed.
643	Users shall have access to the detailed data and trending graphs directly from the pictorial and Dashboard view.
644	Users shall be able to easily maneuver through screens and view data, and different colors and pictures shall be used to bring critical events to the user's attention. The use of tooltips is encouraged.
645	Summary data by payment type for all NCTA toll facilities and by Tolling Location shall be displayed and users shall have the ability to drill down to the details. If a specific Tolling Location is selected, transaction and event level data by lane shall be made available and users shall have the ability to view the DVAS real-time video and transaction images through this screen. Real-time video and images should have a Configurable refresh rate.
646	Display various comparative transaction, pricing and revenue trends, and forecasts.
647	All Priority I alarms shall be displayed in color and shall be audible to direct attention to the

	failure. Operational alerts shall also be displayed on the Dashboard.
648	Users shall be able to easily identify problems (traffic or Equipment) on the lanes and initiate MOMS work order from this interface.
649	In addition, the real-time monitoring shall provide detailed real-time information about the AVI System performance, the AVDC System performance, and the ICPS performance to assist in diagnosing and investigating problems. Data pertinent to traffic monitoring and Maintenance shall be displayed in real-time.

#### 2.1.17.7. Maintenance Remote Operations

650	The System shall provide the ability to allow Authorized Users to remotely operate the lanes to support the NCTA Operations, including but not limited to: <ul style="list-style-type: none"> <li>• remote Update of security patches and Software Updates;</li> <li>• download TSL, UIL and toll rate schedules to selected zone controllers when there are issues;</li> <li>• manage power distribution systems, and</li> <li>• reboot the zone controller.</li> </ul>
-----	--

#### 2.1.17.8. User Management

User setup and management is a critical task since the user access levels/roles created through the System determines what privileges and access rights each user is granted.

651	Access to the zone controllers; RSS; the MOMS, and the DVAS shall be controlled through the user access privileges set up through the user management module.
652	The user list shall be obtained from the NCTA Active Directory maintained by NCDOT IT or from an Approved source at regular intervals as defined during the Design phase.
653	Authorized Users shall have the capability to add new users into the System, to update/modify existing users, and to disable users.
654	The user identification data shall include the user name, job designation and identification number. Each user record shall also include a Configurable user expiration date in the System that is defaulted to three (3) years for permanent employees. The default expiration date is one (1) year for seasonal employees. The System shall monitor for user expiration dates and shall send Alerts to a supervisory role a Configurable number of Days in advance of the expiration date.
655	All users shall be assigned a user ID and a default password which they are required to change when first accessing the application. All RSS applications shall provide a single sign on capability. All rules for password security as defined in <b>Attachment 5: State of North Carolina, Statewide Information Security Manual</b> are enforced and passed between network and application. Any SSO exclusions shall be identified by the Contractor in System Detail Design phase.

656	Users shall have the ability to reset/change their password and all security controls shall be instituted to be compliant with standard security Requirements including but not limited to, strength of the password, the reuse of old password, and changing password at Configurable intervals.
657	All users who require access to the lanes, including Maintenance staff, shall be assigned a default PIN which they shall be required to change at first sign in.
658	Access to all information on the NCTA toll collection network shall be limited to designated NCTA and Contractor personnel and shall be password/PIN controlled. User access security including sign-on facilities, access privileges, user role and different levels of access shall be provided for the application, database, files and directories and shall be fully user Configurable. Specific Requirements shall be developed during the System Design.
659	Authorized Users shall have the ability to configure the access privileges based on user role for all menus, screens, tabs, functions and actions provided in the RSS and the Roadside Systems. All user lane and application privileges shall be maintained at the RSS and transmitted to other systems for user validation.
660	The Contractor shall develop the matrix of access levels/user roles and allowed privileges during System Design with the NCTA input and Approval. The System shall allow for addition and changes to the access levels/user roles and addition of personnel in a secure manner. Authorized Users shall have the ability to activate, deactivate, and terminate user's access to the System in accordance to Approved Business Rules.
661	The Contractor shall not circumvent the NCTA Approved System security. Specific Requirements shall be developed by the Contractor during System Design.
662	The System shall generate a user identification list (UIL) that is transmitted to the zone controllers each time there is a change that impact toll collection Operations. It shall at a minimum contain the user ID, PIN and access level. All access to the lane System shall be validated against this list. The UIL shall become active upon receipt by the lane/zone controller.

#### 2.1.17.9. Toll Rates and Schedule

663	The System shall provide Authorized Users the capability to create and manage toll rates and schedules. GUI capabilities shall incorporate human factors, exception handling, error dialog, general and context-specific help and be optimized for speed.
664	At a minimum, capability shall be provided to establish toll rates based on facility, tolling point, vehicle class, trip segment/zone permutation or payment type and shall support time of day and Holiday toll rates as defined during the Design phase.
665	Authorized Users shall have the capability to pre-establish the effective date/time the toll rates will be enabled. The System shall permit NCTA to schedule toll rates and changes in toll schedules in advance of the new rates becoming effective.
666	Authorized Users shall have the capability to establish a default toll rate to be used in the event of data unavailability or other conditions as determined by NCTA that would warrant the use of the default toll rate.

667	The System shall record and track the toll rate ID and toll schedule ID and their transmission status for audit purposes.
-----	---

#### 2.1.17.10. Configurable Parameters

668	The System shall provide the ability for Authorized Users to modify the Configurable System parameters.
669	Any configuration change shall result in the creation of an audit trail and each change shall be identified by a unique identifier.
670	Changes to Configurable parameters can be scheduled to take effect immediately or at a scheduled time as determined by the user.
671	The System shall record and track all changes to Configurable parameters for audit purposes.
672	When a new parameter takes effect, a notification shall be generated and reported to the MOMS.

#### 2.1.17.11. Zone Controller Executable Download

673	The System shall have the capability to download zone controller executable files and all other files required by the lane for its Operations. All Software Updates shall be coordinated with NCTA.
674	Successful download of the files shall be verified and alarm messages generated if any file was not received by any zone controllers.
675	Where possible, once NCTA has Approved a Software release, all System application Updates shall be semi-automated requiring no action by Maintenance personnel.

#### 2.1.17.12. Maintenance Online Management System (MOMS)

There shall be a single Maintenance Online Management System (MOMS) that supports the Roadway System Maintenance activities and Maintenance Operations.

#### 2.1.17.13. Maintenance Online Management System (MOMS) – General Requirements

676	Provide the MOMS that supports Maintenance Operations for all Software and Hardware provided under this Contract.
677	Provide a MOMS that monitors, Alerts and generates work orders in real-time for all processes, including but not limited to: <ul style="list-style-type: none"> <li>• communications issues;</li> <li>• file transmission issues;</li> <li>• data exceptions;</li> <li>• Hardware issues;</li> </ul>

	<ul style="list-style-type: none"> <li>• Software issues or failures;</li> </ul>
	<ul style="list-style-type: none"> <li>• database issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• issues with jobs, processes or data flows;</li> </ul>
	<ul style="list-style-type: none"> <li>• low storage space for each subsystem (Configurable thresholds);</li> </ul>
	<ul style="list-style-type: none"> <li>• CPU utilization (Configurable thresholds);</li> </ul>
	<ul style="list-style-type: none"> <li>• CPU load (Configurable thresholds);</li> </ul>
	<ul style="list-style-type: none"> <li>• mounts (if applicable), and</li> </ul>
	<ul style="list-style-type: none"> <li>• disk IOs.</li> </ul>
678	<p>Provide the MOMS that monitors, Alerts and tracks in real-time unusual activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Image-Based Transactions above threshold;</li> </ul>
	<ul style="list-style-type: none"> <li>• class mismatch and flushed transactions above threshold, and</li> </ul>
	<ul style="list-style-type: none"> <li>• other activities that are not normal in daily toll Operations.</li> </ul>
679	<p>Provide the MOMS that includes but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• receiving and monitoring status messages of all System Hardware and Software;</li> </ul>
	<ul style="list-style-type: none"> <li>• is capable of local work order manual entry or email entry by Authorized Users;</li> </ul>
	<ul style="list-style-type: none"> <li>• storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including via Ad-hoc reporting);</li> </ul>
	<ul style="list-style-type: none"> <li>• tracking device failures and service requests;</li> </ul>
	<ul style="list-style-type: none"> <li>• assigning priorities and actions to events;</li> </ul>
	<ul style="list-style-type: none"> <li>• notifying (automatically) Maintenance personnel via reports, text and email;</li> </ul>
	<ul style="list-style-type: none"> <li>• assigning work orders to Maintenance personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>• reassigning (manually) work orders to other Maintenance personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>• escalating (automatically) work orders to other Maintenance personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>• recording time of acknowledgement by Maintenance personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>• recording time of acknowledgement by all subsequently assigned Maintenance personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>• recording time of repair;</li> </ul>
	<ul style="list-style-type: none"> <li>• recording time of Equipment and process recovery;</li> </ul>
	<ul style="list-style-type: none"> <li>• recording completion of service calls;</li> </ul>

	<ul style="list-style-type: none"> <li>• providing automatic Alert for work orders not closed out in specified time;</li> </ul>
	<ul style="list-style-type: none"> <li>• maintaining and tracking Repair Maintenance Activity;</li> </ul>
	<ul style="list-style-type: none"> <li>• is capable of accepting and updating work orders via PDA/smart phones entries via secure communications;</li> </ul>
	<ul style="list-style-type: none"> <li>• tracking all System application Software components and Hardware via an asset management module;</li> </ul>
	<ul style="list-style-type: none"> <li>• is user configurable to allow new equipment / devices to be added so that they may be selected from the application menus;</li> </ul>
	<ul style="list-style-type: none"> <li>• is capable of role-based security;</li> </ul>
	<ul style="list-style-type: none"> <li>• containing an automatic System exception reporting for all processes that are not running;</li> </ul>
	<ul style="list-style-type: none"> <li>• containing an automatic System workflow exception reporting for all items that are not processing correctly or are hung in the System;</li> </ul>
	<ul style="list-style-type: none"> <li>• providing a time stamp of every activity performed to a ticket throughout its life-cycle, and</li> </ul>
	<ul style="list-style-type: none"> <li>• providing hard copy reports on device failures and trouble resolution status detail which shall include all entries generated by technician or System since the ticket's initial creation, including but not limited to notifications, time recordings and attached documents. The time recordings shall not be changeable by the Contractor without NCTA Approval and any changed information shall be tracked and auditable within MOMS.</li> </ul>
680	<p>Provide the MOMS that supports Maintenance functions, including but not limited to:</p> <ul style="list-style-type: none"> <li>• automatic System job/workflow/queue exception reporting and Alerting for all elements that are not processing correctly or are hung in the System;</li> <li>• issuing electronic notifications via email or text to Maintenance staff when problems are detected;</li> <li>• prioritization of failures and Alerts that is Configurable and Alert Authorized Users when configurations are changed;</li> <li>• for the calculation of response times, repair times, and down time from the data entered by the Maintenance staff and automatically generated by the System, and</li> <li>• scheduling of preventive Maintenance through the MOMS that generates automatic work orders at the scheduled times.</li> </ul>
681	<p>Provide a MOMS that supports asset management, including but not limited to:</p> <ul style="list-style-type: none"> <li>• tracking of all System Hardware and Software items;</li> <li>• tracking of all System Hardware and Software locations;</li> <li>• tracking of all System Hardware and Software versions;</li> <li>• tracking of all Maintenance and service agreements;</li> </ul>

	<ul style="list-style-type: none"> <li>• maintains a list of vendors from where products were procured;</li> </ul>
	<ul style="list-style-type: none"> <li>• associates the original purchase order number to the individual item;</li> </ul>
	<ul style="list-style-type: none"> <li>• associates the original vendor number to the individual item;</li> </ul>
	<ul style="list-style-type: none"> <li>• associates all warranty information to the individual item;</li> </ul>
	<ul style="list-style-type: none"> <li>• provides an Alert prior to warranty expiration, and</li> </ul>
	<ul style="list-style-type: none"> <li>• provides automatic Alert for spare parts levels.</li> </ul>
682	The System will record all configuration data, and will be versioned after each System component change, including application of System patches.
683	Make all MOMS screens available to all Authorized Users from NCTA.
684	NCTA shall have the ability to configure the Priority level of each alarm and assign and change the escalation attributes.
685	Addition of alarms shall not require any changes to the MOMS and NCTA shall have the ability to indicate if an alarm should result in the generation of a work order and if an alarm should be considered in performance reporting.
686	Generating (automatically) daily, weekly and monthly Performance Reports as determined by NCTA during Design.
687	Provide the capability for Authorized Users to select MOMS operational, management and performance report configurations based on drop down entries based on the following but not limited to closed tickets, open tickets, tickets worked on by specific technicians, device type or other fields as defined during Detail Design Phase.
688	Provide Authorized Users with operational, management and Performance Reports from the MOMS that include but are not limited to:
	<ul style="list-style-type: none"> <li>• summarized and detailed alarm history;</li> </ul>
	<ul style="list-style-type: none"> <li>• Maintenance paging and response history;</li> </ul>
	<ul style="list-style-type: none"> <li>• work order status and tracking;</li> </ul>
	<ul style="list-style-type: none"> <li>• Equipment inventory and tracking;</li> </ul>
	<ul style="list-style-type: none"> <li>• Equipment availability;</li> </ul>
	<ul style="list-style-type: none"> <li>• preventive Maintenance;</li> </ul>
	<ul style="list-style-type: none"> <li>• pervasive Maintenance;</li> </ul>
	<ul style="list-style-type: none"> <li>• corrective Maintenance;</li> </ul>
	<ul style="list-style-type: none"> <li>• response and repair times for each of the priorities;</li> </ul>
	<ul style="list-style-type: none"> <li>• Equipment use history;</li> </ul>

	<ul style="list-style-type: none"> <li>• Equipment repair history;</li> </ul>
	<ul style="list-style-type: none"> <li>• total System availability;</li> </ul>
	<ul style="list-style-type: none"> <li>• sub-system availability for the Roadside Systems and RSS;</li> </ul>
	<ul style="list-style-type: none"> <li>• Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under this Scope of Work and Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• incident logs and lost revenue estimates;</li> </ul>
	<ul style="list-style-type: none"> <li>• MTBF for the preceding and current Maintenance periods and cumulative;</li> </ul>
	<ul style="list-style-type: none"> <li>• Performance Reports detailing compliance to the Performance Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed list of parts replaced as a result of Maintenance actions, with an identification of warranty versus non-warranty replacement;</li> </ul>
	<ul style="list-style-type: none"> <li>• status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part);</li> </ul>
	<ul style="list-style-type: none"> <li>• Performance Reports;</li> </ul>
	<ul style="list-style-type: none"> <li>• an exceptions report summarizing all unusual or significant occurrences during the period;</li> </ul>
	<ul style="list-style-type: none"> <li>• trend analysis for repetitive failure;</li> </ul>
	<ul style="list-style-type: none"> <li>• status of spare parts inventory, and</li> </ul>
	<ul style="list-style-type: none"> <li>• staffing report detailing positions, staff hours worked and performance.</li> </ul>
689	When spare parts inventory is reduced to a Configurable threshold quantity, automatic Alerts shall be generated.
690	Provide a MOMS that has the ability to receive information (success or failure), including but not limited to:
	<ul style="list-style-type: none"> <li>• backup;</li> </ul>
	<ul style="list-style-type: none"> <li>• time synchronization;</li> </ul>
	<ul style="list-style-type: none"> <li>• synchronization of primary and secondary systems;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software Updates, and</li> </ul>
	<ul style="list-style-type: none"> <li>• file downloads.</li> </ul>
691	In order to ensure that all Tolling Locations are functional, all systems are operational, all the processes are working and file transfers are successful, Authorized Users shall have access to the MOMS screens that can verify the status of Tolling Locations, the System and various file transfers, including the files transmitted and received from the existing NCTA CSC Back Office.

692	Tolling Locations and System status shall be shown in a pictorial view with the capability to drill down to the device causing the Alert and its associated error logs.
693	The MOMS screen shall show if required files were transmitted to all the lanes and what version is in use.
694	Users shall have the ability to re-initiate download in the event transmissions were not successful.
695	Screens shall be available that show all the alarms generated by the various systems and subsystems, including the operating System and the database.
696	Failure of all devices, processes, programs, and scheduled tasks shall be forwarded to a MOMS screen that is accessible to authorized staff.
697	Various events and error logs shall be provided for each program that shall assist the system administrator to investigate problems.

#### 2.1.17.14. System Health Monitoring Software

698	Provide a System health monitoring Software that includes but is not limited to:
	<ul style="list-style-type: none"> <li>• tight integration with the MOMS;</li> <li>• network health monitoring;</li> <li>• Hardware health monitoring;</li> <li>• a Dashboard that graphically displays component's health;</li> <li>• comprehensive log reporting and review capabilities, and</li> <li>• integration with existing NCTA monitoring software.</li> </ul>

#### 2.1.18 Time Synchronization

699	The RSS server shall be synchronized to a certified source Approved by NCTA using standard network time protocol (NTP) at Configurable intervals but at a minimum every five (5) minutes.
700	The zone controllers; AVI systems; AVDC systems; ICPS; image server; OCR server; DVAS, and other servers needed to support the Requirements of this Scope of Work and Requirements shall be synchronized to a Contractor-provided primary Network Time Protocol (NTP) appliance within the RSS. Such appliance shall synchronize with the Authority's NTP source and a Stratum 0 or 1 time source. The Contractor shall also supply a secondary time source. Both the primary and secondary time synchronization sources shall be Approved by the Authority.
701	If needed, synchronization messages shall be sent to devices that do not support off-the-shelf time synchronization Software.
702	The time synchronization technique shall ensure that under no circumstance shall the possibility arise for duplicate or incorrect transaction time. The time synchronization precision

	format shall be hh:mm:ss:msms.
703	Alarm messages shall be generated when there are time synchronization failures and when time drifts are more than a Configurable threshold.
704	The RTCS shall have the capability to handle daylight saving time changes.

### 2.1.19 General Requirements for Interfaces

The Contractor is responsible for working with NCTA and the existing Contractors in Designing, developing, documenting, testing and implementing all required interfaces. Electronic interfaces are required to provide connectivity between the existing NCTA Systems (NCTA CSC Back Office), the RSS and Roadside Systems. The Contractor shall be responsible for developing the ICDs, and where changes to existing ICDs are required, these documents shall be modified by the Contractor as part of this Scope of Work based on the Contractor solution during the Design phase. The ICDs shall include requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation, as appropriate for each interface. It is expected that the latest version of the ICDs will be implemented at Go-Live and that the Contractor shall continue to update the ICDs as appropriate for the life of the Contract.

705	Provide electronic automated interfaces to the existing systems in accordance with these Requirements.
706	Provide for guaranteed transmission of data for all interfaces.
707	Provide for one hundred (100) percent reconciliation of the transmitted data and files.
708	Provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received and transmitted by the RSS in a readable format. Authorized Users shall have the capability to save the contents of such files.
709	Provide the capability for real-time alerting to the MOMS of interface and data transmission failures, including but not limited to: <ul style="list-style-type: none"> <li>• MOMS Dashboard for managing and monitoring interfaces;</li> <li>• workflow user interface for managing and monitoring steps within each interface;</li> <li>• status and history of executions;</li> <li>• comprehensive scheduling of file transmissions;</li> <li>• comprehensive reporting for inbound and outbound transmissions;</li> <li>• tight integration with the MOMS and notification of failed transmissions;</li> <li>• notification of file transmission and receipt status, and</li> <li>• capability to manually execute a failed transmission.</li> </ul>
710	The Contractor shall utilize secure network protocols Approved by NCTA for the transfer of data and/or files via interfaces defined during the Design phase.

711	Provide the capability to transmit and receive multiple files during each scheduled batch.
712	Provide the capability to transmit and receive multiple files in a day.
713	Utilize file naming conventions that prevent the overwrite of data and/or files. For example, include the date and time of transmission and provide for unique identifiers.
714	Utilize file handling and processing methods that provide a complete log of the data and/or file transfer process. For example, files that are successfully processed are moved to a processed folder.
715	Validate records and identify errors in the received data and/or files, including but not limited to:
	<ul style="list-style-type: none"> <li>• mandatory fields;</li> </ul>
	<ul style="list-style-type: none"> <li>• data formats;</li> </ul>
	<ul style="list-style-type: none"> <li>• data validity (such as tolling points and lane numbers);</li> </ul>
	<ul style="list-style-type: none"> <li>• duplicate records;</li> </ul>
	<ul style="list-style-type: none"> <li>• unexpected response;</li> </ul>
	<ul style="list-style-type: none"> <li>• checksum/record count verification and</li> </ul>
	<ul style="list-style-type: none"> <li>• incorrect status.</li> </ul>
716	Provide the capability to correct and re-transmit data and/or files.
717	Provide the capability to process re-transmitted data and/or files automatically or manually by Authorized Users as determined during the Design phase.
718	Provide the capability to transmit the error details to the transmitting entity, as well as record it in the MOMS.
719	Provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.
720	Reconcile the transmitted records to the records received and accepted by the receiving entity.
721	Provide the means to identify interface issues by validating the file transmission process, including but not limited to:
	<ul style="list-style-type: none"> <li>• creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;</li> </ul>
	<ul style="list-style-type: none"> <li>• determination if the data and/or a file was transmitted or received at the scheduled time;</li> </ul>
	<ul style="list-style-type: none"> <li>• creation of alerts to the MOMS if data and/or a file was not created or received at the scheduled time;</li> </ul>
	<ul style="list-style-type: none"> <li>• creation of alerts to the MOMS if received data and/or a file was not acknowledged;</li> </ul>

	<ul style="list-style-type: none"> <li>creation of alerts to the MOMS if records in the received data and/or file had errors when processed;</li> </ul>
	<ul style="list-style-type: none"> <li>provide details in real-time to the MOMS of each failed record and</li> </ul>
	<ul style="list-style-type: none"> <li>creation of alerts to the MOMS when a response has not been received for individual records within the expected duration.</li> </ul>
722	Provide data and/or file transmission and reconciliation reports as described in these Requirements.
723	Provide a Dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to: <ul style="list-style-type: none"> <li>transactions eligible for transmission;</li> <li>file and/or data created with file name;</li> <li>file and/or data transmitted;</li> <li>file and/or data received;</li> <li>file and/or data accepted;</li> <li>file and /or data rejected;</li> <li>file and/or data re-transmitted;</li> <li>number of records in the file and/or data set and</li> <li>number of failed records.</li> </ul>
724	Provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each interface.
725	Monitor the disk capacity where files and/or data are deposited and send an alert to the MOMS and interfaces entities (if applicable) if folders are near capacity (Configurable) or full.
726	Provide the capability to automatically archive successfully processed data and/or files after a Configurable number of Days.
727	Provide the data to reconcile file transmissions.
728	Conform to any existing ICDs, including any Updates required at the time of Design and develop all new ICDs that have been identified as “to be developed”. It is the Contractor’s responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the Scope of Work and Requirements before developing the interfaces.

2.1.19.1. *Roadway Support System (RSS) Interface to the Existing NCTA CSC Back Office System*

729	The Contractor shall Design and develop an interface from the RSS to the existing NCTA CSC Back Office System to transmit receive and acknowledge one hundred (100) percent of all transactional and tag data in accordance with the <b>Attachment 6: NCTA CSC Back Office</b>
-----	--

	<b>System RTCS File Exchanges ICD (DRAFT)</b> to be Approved during the Design phase.
730	The interface shall be capable of transmitting AVI transactions, Exception List and toll rates to the existing NCTA CSC Back Office System.
731	The interface shall be capable of receiving TSL and VEL (if option is exercised) files from the existing NCTA CSC Back Office System.
732	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions to/from the RSS.

#### 2.1.19.2. Roadway Support System (RSS) to Facility Server Interface

The provision of a facility server is optional but if the Contractor's solution includes a facility server, then the Requirements in this section shall be met.

733	The Contractor shall Design and develop an interface from the RSS to the facility Servers (if applicable) to transmit, receive and acknowledge one hundred (100) percent of all data in accordance with the Approved ICD.
734	The interface shall be capable of sending TSL, VEL (if option is exercised), configuration files, software Updates and toll rates (if applicable) to the facility servers.
735	The interface shall be capable of receiving all transactions, alarms and event messages from the facility servers.
736	The Contractor shall provide the capability to reconcile the successful transmission and receipt of all data at the RSS.

#### 2.1.19.3. Roadway Support System (RSS) to Zone Controller Interface

737	The Contractor shall Design and develop an interface from the RSS to the zone controllers to transmit and acknowledge one hundred (100) percent of all data in accordance with the Approved ICD.
738	The interface shall be capable of sending TSL, VEL (if option is exercised), configurations files, software Updates and toll rates (if applicable) to the zone controller.
739	The interface shall be capable of receiving all transactions, alarms and event messages from the zone controller.
740	The Contractor shall provide the capability to reconcile the successful transmission and receipt of all data at the RSS.

#### 2.1.19.4. Image Server to Roadway Support System (RSS) Interface

Reconciliation of images to the image-based transactions and the status of the transfer of images and image-based transactions shall be maintained and reported at the RSS.

741	The Contractor shall Design and develop an interface from the image server(s) to the RSS to
-----	---

	transmit and track the status of the capture of images by the Roadside Systems for each image-based transaction and the subsequent transfer of images and image-based transactions to the existing NCTA CSC Back Office System.
742	The interface shall be capable of sending image reconciliation and transfer status data to the RSS.
743	The Contractor shall provide the capability to reconcile the successful transmission and receipt of all images and image-based transactions at the existing NCTA CSC Back Office System.

## 2.2 Roadway Support Systems (RSS) – Express Lanes

This section describes the RSS Requirements that apply specifically to the Express Lanes Toll Facilities. The RSS shall meet the Requirements described in this section in addition to the Requirements in Section 1.4 and Section 2.1.

### 2.2.1 VTMS Control

744	The sign control System shall interface with the VTMS and dynamic pricing System to display the toll amount of the VTMS to update toll amounts at Configurable intervals. The System shall confirm that the data is acknowledged by the VTMS.
745	For audit and dispute purposes, the System shall capture multiple video frames of the VTMS at the time the pricing data was acknowledged by the VTMS.
746	Multiple VTMSs shall be supported at an access location and the System shall institute logic that ensures the toll information is displayed at the correct time at each of the VTMSs.
747	The System shall poll the VTMS at frequent, configurable and user-defined intervals to be determined in Design and shall obtain the data that is displayed on the VTMS. Any variation in the displayed data to the expected data shall result in a potential increase the polling rate (to be determined in Design) and the creation of an alarm message and capture of the video frame when the variance is initially detected.
748	Any exceptions in the VTMS displayed data shall be conveyed to the fare calculation module so that toll is charged based on NCTA Business Rule for such conditions.
749	The System shall provide the capability to override the VTMS and allow Authorized Users the ability to select default rates to be used or freeze toll rates for a selected period of time. The System shall ensure that when fares for specific trips are overridden or frozen at one VTMS, then these rates should simultaneously be distributed to all other VTMSs that are displaying fares for the same trip(s).
750	The System shall support activating incident mode Operations for selected segments of the Express Lanes. The VTMSs shall be synchronized such that the affected VTMSs display the correct incident mode.

751	Incident modes and operational conditions shall be triggered manually by Authorized Users and automatically through the dynamic pricing System. Manual incidents shall include CLOSED and OPEN TO ALL and Automatic mode of operation includes HOV ONLY. The message displayed on the VTMS under such conditions shall be Configurable by Authorized Users and shall be displayed in English and Spanish.
752	When the Operations of the Express Lanes change, the appropriate transaction processing rules shall be applied.

### 2.2.2 Dynamic Pricing System

753	All of the parameters used for performing the pricing algorithm shall be Configurable, flexible and table driven and initial settings shall be determined during System Design. The frequency of calculating the pricing shall be Configurable and the pricing shall be computed as often as every three (3) minutes or as determined most effective for determining price and managing traffic in the Toll Facility.
754	<p>The System shall establish and maintain various Configurable pricing drivers for each Toll Facility and such conditions shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• types of algorithms and when to activate the required algorithm (algorithms will support NCTA's goal for mobility and fiscal responsibility)</li> <li>• the type of data to use for each algorithm (speed, volume, density, capacity, travel time)</li> <li>• the source of data for each algorithm (Express Lanes and GP lanes)</li> <li>• the percentage of data to use for each source and type</li> <li>• the frequency of calculation</li> <li>• any additional data required outside of the Toll Facility, for example consider downstream congestion of the preceding corridor.</li> <li>• trigger for price increase</li> <li>• trigger for HOV Only Mode operation</li> <li>• the percentage of data points needed to be sufficient to support the dynamic pricing calculation</li> </ul>
755	The System shall provide user-configurable parameters to support a user-desired optimization strategy (for example: emphasizing either Level of Service, Throughput Maximization, or Revenue Maximization objectives).
756	The System shall provide the capability to determine pricing zones that dictate how far downstream a price seen on entry will stay in effect before a new price is displayed and charged to the customer (to be used in long corridors where traffic conditions in a zone vary drastically depending on its vicinity to urban centers).

757	The System shall provide the capability to establish various Configurable minimum and maximum thresholds including but not limited to: the minimum and maximum pricing increments; minimum and maximum toll rate per mile and minimum and maximum toll amount per trip.
758	The System shall provide the capability to determine how many downstream zones should be included when calculating the price for each entry.
759	The System shall provide the capability to support multiple dynamic pricing algorithms to run simultaneously with a default algorithm that will be used unless changed based on conditions or NCTA Business Rules.
760	The System shall provide the capability to run one or more pricing algorithm configurations in the background to provide insight regarding how various pricing approaches would respond to various traffic conditions. This can be accomplished with the use of a parallel, dedicated “sandbox” or pre-production environment.
761	The System shall provide the capability to round toll amounts calculated by the dynamic pricing System.
762	The System shall provide the capability to suspend the use of dynamic pricing and initiate default time-of-day pricing (in real-time or retroactive) when there are data issues or when there is an Authorized User override. During this suspend mode the System shall continue to calculate the prices dynamically; however, the prices will not be in effect for VTMS posting or trip charging purposes.
763	The System shall provide the capability to suspend dynamic pricing and initiate user determined real-time or retroactive pricing. During this suspend mode the System shall continue to calculate the prices dynamically; however, the prices will not be in effect for VTMS posting or trip charging purposes.
764	The System shall provide the capability to maintain pricing trends for each Toll Facility based on the respective time period, direction, Days of week, and month that is used as historic data for use in the event of unavailable real-time data or conditions require the use of historic data. The System shall also have a default rate and default message for every entry to be used when there are failures that do not permit the accurate calculation of the price or the use of historic data.
765	The System shall calculate the per mile toll rate, minimum and maximum charges, the travel time to specific locations on the corridor, and the cost to specified locations for each entry Tolling Location. This information, along with the time of pricing calculation, the effective time of the pricing and unique pricing identifier is considered a pricing schedule and shall be saved.
766	The System shall provide the interfaces to obtain the traffic data and the travel times for the general purpose lanes from the (future) NCTA Traffic Management System or from other sensors. Travel times for the Toll Facility shall be determined from the Transponder read data, vehicle detection data and other available sources.
767	A user interface shall be provided that displays the results of the dynamic pricing including the values for all of the parameters that drive the algorithm. Tools shall be provided to analyze and compare the pricing results to the traffic conditions.

768	Provide the capability to export the traffic data and the pricing parameters to external traffic simulators.
769	The dynamic pricing data shall be transmitted to the MRTMC and to the existing NCTA CSC Back Office in a format to be defined and Approved during Design phase.
770	The System shall interface with a gate control System (provided by others). <del>At a minimum, the interface will provide information to the Dynamic Pricing System on the open/closed status of individual gates.- for the management of gates to control the flow of reversible traffic on the Express Lanes.-</del> The gate control System interface shall be defined and Approved during Design phase. The Gate Control System Interface Functional Requirements are contained in Attachment 20. The US-74 Conceptual Plans for Gate Control System are provided in Attachment 18 for reference.
771	The Contractor shall be responsible for the Maintenance of the gate control System interface for the Contract Term.

2.2.3 Mobile Enforcement Application

772	<p>The Contractor shall provide a mobile enforcement application that interfaces to the RTCS. The mobile application shall allow the enforcement personnel to perform the following: (2<sup>nd</sup> bullet requires a mobile tag reader.)</p> <ul style="list-style-type: none"> <li>• view real-time transaction events regarding any vehicle passing through a Tolling Location;</li> <li>• interrogate Transponders in vehicles to obtain their toll status and occupancy status including status history at Configurable number of prior Tolling Locations, <del>and;</del></li> <li><del>take a picture of the license plate which will result in extraction of the license plate data and display the transaction details for Configurable number of prior Tolling Locations;</del></li> <li><del>ability to obtain and store the Repeat Violator List, and</del></li> <li>• ability to record the status of the transaction event including the issuance of a citation.</li> </ul>
773	<del>The data recorded through the mobile enforcement application shall be Updated in the RTCS and included in the data transmitted to the existing NCTA CSC Back Office. (REQUIREMENT DELETED)</del>

2.3 Interoperability

774	The RTCS shall be Designed to accommodate future National Interoperability such that it supports the inclusion of multiprotocol readers and Transponders. The Contractor solution shall allow for modifying and adapting the System Design to incorporate new readers and support the transition to the new Interoperable solution with limited interruptions to the revenue collection.
775	The Contractor shall support the conversion to National Interoperability if it becomes available during the Contract Term.
776	The Contractor shall support the following Interoperable partners, subject to change:

	<ul style="list-style-type: none"> <li>• SunPass</li> </ul>
	<ul style="list-style-type: none"> <li>• PeachPass</li> </ul>
	<ul style="list-style-type: none"> <li>• E-ZPass</li> </ul>

### 3. ROADWAY SYSTEM TRANSITION

The new RTCS will be installed on the new Monroe Expressway and US-74 Express Lanes AET Facilities. Based on the options exercised throughout the Contract, other facilities may transition to the new RTCS.

#### 3.1 Roadway System Transition – General Requirements

777	The Contractor shall accommodate the transition of the various Roadways in accordance with the Approved schedule.
778	The installation of the new toll collection System and its transition to revenue collection shall not impact the Operations of the existing System. It is the Contractor's responsibility to make sure there is sufficient infrastructure (space, power, etc.) to support both systems.
779	The Contractor shall provision for additional conduits and mounting structures needed for the installation of the toll collection Equipment.
780	Any temporary re-location of existing Equipment shall be identified by the Contractor and all such relocations shall be documented and Approved by NCTA. NCTA will relocate the existing Equipment if Approved.
781	The Contractor's implementation process shall accommodate all onsite testing at the locations identified by NCTA.
782	There is one existing NCTA CSC Back Office that supports all NCTA existing and future Roadways. This NCTA CSC Back Office will interface to only one RSS (including the Primary and Secondary RSS). As such, the Monroe Expressway / US-74 Express Lanes RSS shall be first Commissioned and it shall interface with the existing NCTA CSC Back Office System to process transactions as soon as the first toll lane is opened to revenue collection.
783	The Contractor schedule shall be sufficiently flexible to accommodate modifications or changes such as early completions or delays in start or completion of phases that would normally be expected in a multi-phase, multi-contractor construction schedule.
784	The Contractor shall accommodate the various phases of the RTCS implementation in accordance with the NCTA Approved schedule.
785	All changes to the System to accommodate technology Upgrades and meet the Contract Requirements shall be the responsibility of the Contractor.

#### 3.2 RTCS System Implementation

786	Upon the successful completion of the FAT, the Contractor will be authorized to install the
-----	---

	new RTCS at select Tolling Locations. The primary and secondary RSS shall be installed at the Approved locations.
787	The Onsite Installation Test (OIT) shall be conducted at the selected Tolling Locations and the functions of the RTCS and the RSS including its interface to the existing NCTA CSC Back Office shall be verified.
788	Upon the Approval of the OIT, the Contractor will be given the authorization to Commission the RSS in revenue collection.
789	The Contractor will be given the authorization to Commission the OIT lanes in revenue collection and to start installation on the remaining lanes in accordance with the Approved installation schedule.
790	The installation, Commissioning and subsequent transition of each toll lane to revenue collection shall be in accordance with the Approved Transition Plan.
791	After the Roadway is opened to revenue collection on the new toll collection System, the Contractor shall monitor the System Operations. All toll Equipment shall be configured and tuned to their optimal performance prior to the start of the Operational Test. The Operational Test shall commence when the Contractor meets the Operational Test entry criteria.
792	For an existing Toll Facility, after Project Acceptance and as Approved by NCTA, the Contractor shall de-commission the existing Equipment. The Contractor is responsible for the removal of all existing Equipment, mounting arms, cabinets and enclosures and their disposal.
793	The Contractor shall procure, furnish, Design, test, install, operate and maintain the Roadside Systems, including the redundant Roadside System Hardware, Software, Equipment, Interfaces and communications provided in the toll Equipment building at each tolling point.
794	The installation and Commissioning of all Tolling Location implementations shall be in accordance with the Approved Transition Plan.

### 3.3 Transition to Revenue Collection

#### 3.3.1 RTCS System Transition Plan

795	The Contractor shall provide a Transition Plan for NCTA Approval for each Roadway Implementation that addresses the transition of the Roadside and RSS into revenue collection.
796	The Transition Plan shall address all critical transition elements and activities associated with the installation and implementation of the Roadway System, including the Roadside Systems; RSS, and interfaces to the existing NCTA CSC Back Office.
797	The Transition Plan shall address the integration and interface of the RSS to existing interfaces/Equipment (if applicable).
798	The Transition Plan shall address, by location, the transition from the current toll collection Equipment at ramps and/or mainline locations to the new toll collection Operations. All temporary changes and modifications to the infrastructure to accommodate the transition shall be described.

799	On existing Roadways where data migration is required, the Transition Plan shall describe the Contractor's data migration concept.
800	The Contractor's plan for decommissioning of the existing Equipment (where applicable) and their disposal shall be included.
801	The Transition Plan shall, at a minimum, include the installation, OIT, Commissioning, revenue collection and Acceptance of the new Roadside Equipment, the transition from current collection to Operations under the new System and Acceptance of each Project.
802	The use of the existing infrastructure at the Tolling Locations shall be described including Contractor's approach to installation that will have minimal impact on current Operations.
803	Any temporary processes implemented to support the transition shall be documented in the Transition Plan including eventual replacement process if applicable.
804	All points of coordination or reliance on third-party Deliverable, for example the WAN communications network shall be clearly identified in the Transition Plan.
805	The RTCS Transition activities shall be coordinated with the Constructor (if applicable), NCTA and existing system integrators, and Approved by NCTA in order to not interfere with on-going and continuing Maintenance and operational Requirements.
806	<p>In order to ensure a seamless transition, the following activities shall take place prior to opening the Tolling Locations in revenue collection.</p> <ul style="list-style-type: none"> <li>• The RSS shall be installed and Commissioned at the primary and secondary locations and its interface to the existing NCTA CSC Back Office shall be validated;</li> <li>• NCTA shall confirm the existing NCTA CSC Back Office is ready for conversion and give Approval for Go-Live. At such time, the Roadway System shall be switched to production mode and ready to begin collecting revenue;</li> <li>• Upon Approval to proceed with an Installation and Commissioning Test, the Contractor shall conduct such test at each Tolling Location prior to opening each location to revenue collection. The Contractor shall be responsible for scheduling the required lane closures during the conversion as Approved by NCTA;</li> <li>• The MOMS shall be configured for Go-Live; inventory recorded; technicians scheduled, and notifications set up;</li> <li>• The DVAS shall be installed and validated and Authorized NCTA personnel shall have access to the DVAS;</li> <li>• The OIT shall be conducted and System functionality and performance validated at the OIT Tolling Locations and</li> <li>• An end-to-end test shall be conducted in the RSS and existing NCTA CSC Back Office test environments to validate the flow of transactions and images from the Roadway System to the existing NCTA CSC Back Office.</li> </ul>
807	The Contractor shall plan for possible variances in the sequencing of the transition on the different Roadways due to construction and readiness of the existing NCTA CSC Back Offices

	and Operations in its Transition Plan.
--	--

## 4. ROADSIDE TOLL COLLECTION SYSTEM INSTALLATION REQUIREMENTS

This section details the Requirements for the installation of the new RTCS, including the RSS. Unless Approved by NCTA, no System installation on any Roadway shall occur prior to the satisfactory Approval of Installation Design and the FAT for the specific Roadway.

### 4.1 Installation Program

The Contractor shall have an Installation Program that addresses all aspects of the installation of the RTCS and the RSS, including all installation Design, submissions and coordination.

808	The Contractor is responsible for the Design, procurement, installation, cabling, configuration, check-off, and testing of all Hardware, Equipment, communications, and Software and fixtures provided by the Contractor as part of the RTCS at each of the Tolling Locations on each Roadway.
809	In the event the Contractor decides to re-use existing conduits and junction boxes on previously tolled Roadways, the Contractor is responsible for ensuring that such elements are in their fully operational condition and will meet the Requirements of the Contract for the Contract Term.
810	The Contractor shall ensure that the Contractor's installation activities do not interrupt or interfere with the existing System Operations.
811	The Contractor shall install the RTCS servers and Hardware in the vaults provided by the Constructor.
812	The Contractor shall install the RSS at the primary and secondary locations for each Roadway.
813	The Contractor shall work with NCTA to test the WAN and the connections to the existing NCTA CSC Back Office locations. Testing shall include expected traffic loads and all types of production operation data.
814	The Contractor shall coordinate all lane closure activities with NCTA.
815	On new Roadways, the Contractor shall validate and approve the NCTA and the Constructor infrastructure installation and confirm they are in compliance with the Approved civil drawings. A Site Acceptance Checklist, based on the Approved civil drawings that must be Approved by NCTA; will need to be signed off on by NCTA prior to Acceptance.
816	The Contractor shall make Final Acceptance of the physical network, that will be Designed and installed by a separate vendor(s). The Final Acceptance shall be based on completion of all items on a NCTA developed and Approved Commissioning Checklist.
817	The Contractor shall install and tune the certified AVI Equipment to the AVI vendor specifications in compliance with the NCTA Interoperable Partners requirements. In addition, the AVI vendor shall certify that the lanes are tuned to the Approved AVI specifications.

## 4.2 Installation Plan

The Contractor shall submit an Installation Plan that identifies its approach to installation and drawing package submissions, and covers the major elements of the installation, including coordination with Constructor and existing systems.

818	The Contractor shall develop an Installation Plan for each Roadway that documents all installation related activities for the Project. The Installation Plan shall be the master document from which the elements of the System shall be installed.
819	<p>The Installation Plan shall include and define, at a minimum, the following items:</p> <ul style="list-style-type: none"> <li>• The installation schedule detailing all activities, shifts and resources for the installation of the RTCS, including third-party, existing system integrator and Constructor activities. Once the baseline schedule is Approved by NCTA, Updates during the installation periods identifying all schedule changes and Work progress in the form of percentage completions shall be submitted to NCTA for Approval.</li> <li>• The minimum resource allocation requirement for any installation phase and segment.</li> <li>• How the Contractor manages delivery and staging of the RTCS Equipment to be installed, including any staging, installation and testing performed at the Contractor or third-party facilities and their subsequent delivery and installation at the production sites.</li> <li>• The coordination between other contractors, including the Constructor, and service providers.</li> <li>• Coordination of the lane closures with NCTA for each phase of the Project.</li> <li>• Coordination with the Constructor for the installation of the vaults and the generators at new Roadways.</li> <li>• Coordination activities as applicable with other third-party entities for the various interfaces.</li> <li>• Testing of the Contractor provided WAN communications for connection to RSS and the existing NCTA CSC Back Office.</li> <li>• Quality Control, Quality Assurance, inspection, and testing processes including validation of Contractor installation to the Requirements of the Contract installation drawings.</li> <li>• The order in which Equipment items are to be installed with estimated durations.</li> <li>• Special or unique installation Requirements.</li> <li>• A detailed component list and a description of how each item version number and serial number shall be recorded for each installation and configuration into the MOMS.</li> <li>• Organization Chart defining Key Team Personnel, roles and responsibilities and contact information. All Subcontractors shall be identified.</li> <li>• Contingency Plan.</li> </ul>

### 4.3 Installation and Construction Coordination and Meetings

During the Project Design, development and installation periods there shall be a series of meetings between the Contractor, the existing system integrators, and the Constructor; during these meetings it shall be required that both NCTA and NCDOT be represented to clearly define and develop the installation Requirements, methodology, timetables, test Plans, roles, and contingency Plans. The Contractor is responsible for coordinating and scheduling all meetings necessary to complete the Design and installation phase of the Project.

820	The Contractor shall schedule, manage and attend weekly installation meetings during the active Design and installation phases of the Project and report on progress of the installation. The Contractor shall identify and communicate any issues regarding System construction and installation immediately upon discovery to the Constructor, NCDOT, existing system integrator and NCTA.
821	The Contractor shall ensure that the appropriate personnel are present at these meetings who can represent the Contractor's interest and provide the information necessary in a meaningful manner.
822	Prior to the meeting, the Contractor shall update the installation schedule based on the construction schedule and all changes shall be identified.
823	The Contractor shall prepare and distribute a meeting agenda at least forty-eight (48) hours prior to the scheduled meeting. The meeting agenda shall consist of those items pertaining to the installation and schedule for the previous and current week's installation efforts and for an agreed to "look ahead" period. The meeting agenda should include any potential risk items identified and corresponding mitigation efforts.
824	It is the Contractor's responsibility to make sure all issues that arose during the installation activity for the week are addressed and resolved or is scheduled for resolution.
825	At these meetings, the Contractor shall also be prepared to address any issues or questions raised by the Constructor, other contractors, and NCTA or its representative.
826	The Contractor shall document the meeting discussions and distribute the meeting minutes within one (1) Business Day to everyone from the team invited to the meeting. It shall be up to the recipients of the meeting minutes to distribute to other interested parties. The Contractor shall also record and maintain an action items list that tracks all installation related issues.

#### 4.3.1 Construction Coordination with Infrastructure Contractors

The Contractor shall coordinate all installation activities with NCTA; existing system integrators on existing facilities; any Constructors, and NCDOT to ensure all RTCS Equipment specifications are addressed in the Design and installation of all new or updated Roadway infrastructure. The Installation Responsibility Matrix defines the areas of responsibility for the parties involved in the Project Design and for transition of existing Roadways and construction for new Roadways.

827	For AET Facilities: The NCTA (or its Constructor) is responsible for the construction of the overhead structures/toll gantries, installation of the vaults and provision of the generators, and the Contractor shall coordinate closely with NCTA, and NCTA third-party contractors. The Contractor is responsible for the provision of the roadside Equipment cabinets.
828	For Express Lane Facilities: The NCTA (or its Constructor) is responsible for the construction of the overhead structures/toll gantries and the Contractor shall coordinate closely with NCTA and NCTA third-party contractors. The Contractor is responsible for the provision of the roadside Equipment cabinets.
829	<p>The Contractor shall participate in the Design and installation of the infrastructure on the new Roadways, including but not limited to:</p> <ul style="list-style-type: none"> <li>• provide all required Design and installation drawings, operating Requirements and installation specifications to NCTA and the Constructors for all toll System Equipment provided;</li> <li>• review and reach consensus of the ITS physical network Design provided by the Constructor;</li> <li>• support and supply all information requested by the Constructor and civil designer in the form of request for information (RFI);</li> <li>• review all Constructor provided drawings with respect to the toll System;</li> <li>• Approve all aspects of such drawings related to the toll System, and</li> <li>• ensure the RTCS infrastructure provided by the Constructor will meet the Requirements set forth in this Scope of Work and Requirements are met with regard to such Design.</li> </ul>
830	The Contractor shall be responsible for ensuring that the locations, positions, installation, connections and other elements of the Contractor inputs identified on the Design and installation drawings provided by the Contractor, for all Contractor and NCTA provided Equipment, whether in-roadway, structure/toll gantry mounted, in the toll Equipment vault or otherwise located are accurate and correct.
831	Contractor shall also ensure that the installed roadway, infrastructure, structures/toll gantries, vaults, and generators meet the Design Requirements provided by the Contractor and shall certify in writing such installed work with regard to the Design provided.
832	Contractor shall cooperate with NCTA, NCDOT and infrastructure contractors to minimize required number of lane closures and to maximize the use of other scheduled lane closures. The Contractor shall transmit all lane closure requests to NCTA for Approval.
833	Contractor shall work with NCTA and agree to a reasonable plan for scheduling and approving lane closures, including a procedure for advance notice of cancellations of lane closures and allowable conditions for such cancellations as described in this Scope of Work and Requirements. The Contractor is responsible for administering all lane closures and traffic controls during the installation phase and for all testing through Acceptance.

#### 4.3.2 Construction Coordination with Constructor

834	The Contractor shall coordinate all installation activities with NCTA, NCDOT, and the civil contractor (“Constructor”) where applicable. <b>Attachment 9: Responsibility Matrix</b> defines the areas of responsibility for the parties involved in the Project Design and System installation on the NCTA Roadways.
-----	--

#### 4.4 General Installation Requirements

835	The Contractor shall be responsible for procurement, installation, cabling, termination configuration, testing, and check-off of all Equipment and Software required meeting the Requirements of the Contract.
836	The Contractor shall install all appropriate Roadside servers and Equipment required by the System in the vaults provided by NCTA through a third-party.
837	Procurement, installation, configuration, and testing of all local area communications Equipment and connection to the Contractor installed network Equipment in the toll Equipment building shall be the responsibility of the Contractor as further set forth in this Scope of Work and Requirements.
838	Procurement, installation, configuration, and testing of all appropriate RSS servers, Equipment and Software required by the RSS at the NCTA Approved location and validating communications to its interfacing systems shall be the responsibility of the Contractor as further set forth in this Scope of Work and Requirements.

#### 4.5 Compliance to Standards

The Contractor shall adhere to all installation standards, applicable laws, ordinances and codes as required.

839	The Contractor shall meet all electrical codes, traffic control, seismic considerations, calibration, configuration, and environmental Requirements of and including but not limited to:
	• Equipment manufacturer’s;
	• NEC;
	• UL standards;
	• NCTA;
	• NCDOT;
	• FHWA;
	• MUTCD;
	• IEEE (Institute of Electrical and Electronics Engineers); • OSHA Requirements, and

	<ul style="list-style-type: none"> <li>any local authorities having jurisdiction.</li> </ul>
840	The Contractor shall adhere to latest NCDOT Roadway Standard Drawings, the latest NCDOT Standard Specifications, and the AET Standard Drawings unless the Contractor receives written Approval by the NCTA.
841	The Contractor shall be responsible for all costs associated with any permits, plan reviews, and inspections related to toll System work.
842	It shall also be the Contractor's responsibility to procure all Documentation required to install and adhere to the proper installation standards, law, ordinance, or codes.
843	The Contractor shall procure Services of Subcontractors qualified to work in this industry. If a vendor's component requires a vendor approved installer, the Contractor shall use an approved component installer, including qualified vendor staff.

#### 4.6 RTCS Installation Requirements

844	<p>The installation responsibilities for the System shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>For Monroe Expressway, new HVACs, Equipment vaults and external generators will be provided by the Constructor. The Contractor shall furnish and install clean, uninterruptable power to all RTCS Equipment on the overhead structures/toll gantries, in cabinets and in the toll equipment vaults.</li> <li>For US-74, the Contractor shall furnish and install clean, uninterruptable power to all RTCS Equipment on the overhead structures/toll gantries and in the Contractor-provided roadside cabinets.</li> <li>Furnish and install all connecting conduit from wire ways and conduits provided and installed by others and/or stub conduits to the Equipment. The Constructor will install the conduits from the toll Equipment vaults to the demarcation point on the overhead structures/toll gantries.</li> <li>Furnish and install separate ground wires for the RTCS, surge protection devices (SPD), junction boxes, pull boxes, conduits, and other such items as required by the installation standards and Requirements.</li> <li>Furnish and install all wiring for all in-lane Equipment and connections to the Equipment racks in the vaults and/or to the roadside cabinets. This includes the proper termination of all power, communication, and RF cables and/or wiring (copper or fiber optic) required to connect the individual components into a fully operational System as specified by the manufacturer.</li> <li>Furnish and install all Equipment racks required for the in-lane electronics in the vault.</li> <li>Install all NCTA-provided AVI readers in the vault (if applicable) or at Approved NCTA location.</li> </ul>
-----	---

	<ul style="list-style-type: none"> <li>• Furnish and install all zone controller computers and other servers (Hardware and Software) into the Equipment racks and test the connection between the zone controller and the RSS.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish and install facility servers (if required) in the Equipment racks, including Software, and test their respective connection to the zone controller and the RSS.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish and install all electronics and other devices in their respective Equipment racks as required to provide a fully operational System.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish and install all Equipment mounting brackets to support structures for the installation of all toll System Equipment on the mounting arms on the overhead structures/toll gantries.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish and install the AVDC System Equipment, including in-pavement sensors and overhead mounted Equipment and controllers as specified by the manufacturer. Includes all the NCTA Approved materials, Equipment and supplies required for saw-cutting, wiring and sealing of wires in the roadway.</li> </ul>
	<ul style="list-style-type: none"> <li>• Install the AVI System Equipment, including antennas, readers, related Equipment, cables, and any support brackets required. All AVI mounting Hardware, junction boxes, and cables shall be procured and supplied by the Contractor.</li> </ul>
	<ul style="list-style-type: none"> <li>• Time synchronize the new Roadway System with the AVI System, including the provision of required cables as needed.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish and install the ICPS Equipment, including cameras, ICPS illumination, and any video controller Equipment, sensors, Software, controllers/servers, or specialty Equipment associated with the ICPS. Configure and tune the cameras to meet the Performance Requirements of the Scope of Work and Requirements.</li> </ul>
	<ul style="list-style-type: none"> <li>• Validate all cable and wire terminations via a test process to ensure that the cable is connected to the correct location on each end and that the cable/wire is properly terminated.</li> </ul>
	<ul style="list-style-type: none"> <li>• Power up and provide a field check out/installation Acceptance test of all systems, to be witnessed and Approved by the NCTA or its designated representative. Provide the completed installation checklist as described in this Scope of Work and Requirements.</li> </ul>
	<ul style="list-style-type: none"> <li>• Tune and test the AVI System, as described in, and in full accordance with, manufacturer’s guidelines.</li> </ul>
	<ul style="list-style-type: none"> <li>• Calibrate and test the ICPS in full accordance with manufacturer’s guidelines and to meet the image processing Requirements specified in the Scope of Work and Requirements</li> </ul>
	<ul style="list-style-type: none"> <li>• Calibrate and test the AVDC System in full accordance with manufacturer’s guidelines.</li> </ul>
	<ul style="list-style-type: none"> <li>• Furnish, install, calibrate and test the DVAS cameras and Equipment.</li> </ul>
	<ul style="list-style-type: none"> <li>• Integrate, calibrate and test the toll-related ITS elements provided by others.</li> </ul>

	<ul style="list-style-type: none"> <li>All other items, materials, and Equipment to complete installation in accordance with the Contract.</li> </ul>
--	---

#### 4.7 Roadway Support System (RSS) Installation Requirements

The Contractor is responsible for installation of all Equipment associated with the RSS Operations identified in this Scope of Work and Requirements at the primary and secondary locations identified in the Scope of Work and Requirements.

845	The Contractor shall coordinate all RSS installations and testing of the LAN/MAN/WAN and interfaces to the existing systems with NCTA.
846	The Contractor shall install all RSS, including primary and secondary RSS servers, DVAS, MOMS, and central image servers (if provided) at the primary and secondary locations specified in the Scope of Work and Approved by NCTA.
847	All servers, storage devices, communications Equipment, and other RSS Hardware shall be installed in the designated locations as prescribed in the drawings submitted by the Contractor and Approved by NCTA.
848	<p>The Contractor is responsible for the following activities, including but not limited to:</p> <ul style="list-style-type: none"> <li>furnish, install, configure and test the necessary servers in accordance with the Approved Design documents;</li> <li>furnish, install and test the storage units and back-up devices;</li> <li>furnish, install and test the network Equipment at the primary and secondary RSS locations;</li> <li>validate communications to the network Equipment at the vaults;</li> <li>establish and validate communications from the RSS to each of the zone controllers at each of the Tolling Locations;</li> <li>establish and validate communications from the RSS to the existing NCTA CSC Back Office;</li> <li>furnish, install and validate third-party Software and Contractor Software on all servers and Equipment required to support the RSS;</li> <li>furnish, install, configure and test all servers and Equipment for correct point-to-point installation, proper connectivity, acceptable termination of all cables and successful communications linkage;</li> <li>Configure the RSS support interfaces as defined in the Approved ICDs, and</li> <li>All other items, materials, Equipment and Software required to complete installation of a fully functional RSS in accordance with the Contract.</li> </ul>

#### 4.8 Installation Checklist

849	The Contractor shall develop an installation checklist that tracks the progress and completion of all RTCS and RSS installation activities for the RTCS installation and the primary and secondary RSS facilities installation.
850	The checklist shall be the document detailing those items required for the installation crew and technical team to complete the installation process for all Equipment and components, including terminations, connections and configurations.
851	A copy of the checklist signed and approved by the Contractor, attesting to the completeness of the installation, shall be provided to the NCTA after the completion of the installation activities for each lane at each Tolling Location.
852	The Contractor shall conduct a final inspection of all installations and certify the installation Work.
853	NCTA reserves the right to obtain the services of a certified engineer to witness the Contractor inspection and conduct an independent inspection. The Contractor shall coordinate and support such inspections at each Tolling Location.
854	The checklist shall identify all non-conformances, discrepancies and exceptions and Contractor shall be responsible for all corrections.
855	The checklist shall document all changes identified during the installation process and all such changes shall be Approved by NCTA or its designated representative.

#### 4.9 Electrical Work

856	<p>Electrical Work to be performed under this Contract shall include, but not be limited to the following general items of Work:</p> <ul style="list-style-type: none"> <li>• Provide and install surge protection devices as required to protect the all toll collection Equipment and electronics.</li> <li>• Install junction boxes and terminate new cable and conduit attachment devices, where applicable.</li> <li>• Bond all conduits, manhole frames, and other conductive items to the grounding System in conformance with the NEC.</li> </ul>
857	All electrical Work shall be performed in accordance with the applicable regulations and Approved by NCTA and NCDOT. Appropriate NEC compliance shall be adhered to with all electrical articles for installation pertaining to wiring, enclosures, and other electrical Equipment in hazardous locations. UL labels shall be provided for all electrical panel boards, enclosures, and accessories.
858	All electrical Equipment must be inspected prior to installation for defects that could damage the Equipment or harm personnel. Any Equipment found to have defects shall not be installed but shall instead be replaced with a fully functioning replacement.

859	All electrical Equipment shall be properly grounded for safety. Equipment shall be furnished with grounding pads or grounding lugs. All ground connections shall be cleaned immediately prior to connection.
860	The Contractor shall provide all grounding material required for installation and all installations shall be in compliance with the applicable standards.

#### 4.10 Lane Closure and Traffic Control

861	Contractor will provide all MOT activities associated with completing Contractor Work during the Implementation Phase. All lane closures shall be coordinated with the Constructor and lane closure schedules shall be submitted to NCTA in advance for Approval.
-----	---

##### 4.10.1 General Requirements and Conditions

862	Roadside Equipment installation shall be scheduled to minimize traffic delay during the installation process. The Contractor shall make every effort to schedule Work around peak traffic movement times.
863	For all lane closures the Contractor shall conform to the provisions in the Division II of the 2012 NCDOT Standard Specifications and Division II of the 2012 NCDOT Roadway Standard Drawings.
864	Roadside Equipment installation shall be scheduled to minimize traffic delay during the installation process. The Contractor shall make every effort to schedule Work around peak traffic movement times.
865	By 12:00 p.m. Monday, the Contractor shall submit to NCTA a written Closure Schedule that details the schedule of planned closures for the following week period, defined as Sunday 12:00 p.m. through the following Sunday 12:00 p.m.
866	Closures involving work (temporary barrier placement and paving Operations) that will reduce horizontal clearances, traveled way inclusive of shoulders, to two (2) lanes or less shall be submitted not less than twenty five (25) Days and not more than one hundred and twenty five (125) Days before the anticipated start of Operations.
867	Closures involving work (pavement overlay, overhead sign installation, falsework and girder erection) that will reduce the vertical clearances available to the public, shall be submitted not less than twenty five (25) Days and not more than one hundred and twenty five (125) Days before the anticipated start of operation.
868	The Closure Schedule shall show the locations and times of the proposed closures. The Closure Schedule shall be submitted in the format requested by NCTA, and must be made in accordance with the Closure Charts for Freeway/Expressway Lane and Multilane Requirements for the Project (No.'s 1 through 9) and in observation of the Lane Closure Restriction for designated Legal Holidays. Closure Charts for Freeway/Expressway Lane and Multilane Requirements and the Lane Closure Restriction for designated Legal Holidays may be obtained upon request from NCTA.

869	Closure Schedules submitted to NCTA with incomplete or inaccurate information will be rejected and returned for correction and resubmittal. The Contractor will be notified by NCTA of disapproved closures or closures that require coordination with other parties as a condition of approval.
870	Closure Schedule Amendments, including adding additional closures, shall be submitted by 12:00 p.m. to NCTA, in writing, at least three (3) Business Days in advance of a planned closure. Approval of Closure Schedule Amendments will be at the discretion of NCTA. NCTA shall be notified of cancelled closures two (2) Business Days before the date of the closure. Closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of NCTA.
871	Any Work involving removal/relocation of Equipment (both existing Equipment and the Contractor's Equipment) (loosening or removal of nuts/screws, cables, connectors etc.) shall be done with appropriate lane closures during nighttime period or off peak hours as listed within this section.
872	In the event that extended lane closures (lane closure exceeding 2 hours) are required, the lane closures shall be completed between the hours of 11:00 P.M. EST and 6:00 A.M. EST, excluding Holiday periods as set forth in the lane closure Requirements.
873	Lane closures scheduled for less than 2 hours shall be Approved by NCTA in accordance with the Documentation provided on the website, and shall not occur during peak traffic times, and shall be solely at NCTA's discretion for Approval and continuance in cases where the lane closure is underway.

#### 4.10.2 Contingency Plan

874	A detailed contingency Plan shall be prepared for reopening closures to public traffic. A general contingency Plan shall be included in the Installation Plan; however, a site specific contingency Plan shall be submitted to NCTA before Work at the job site begins.
-----	---

### 4.11 Work Standards and Requirements

875	The System Equipment installation shall be performed to an Approved set of Plans, which has previously been submitted and Approved by NCTA or their designated representative.
876	The Contractor shall provide Project management and oversight of all Work performed. At all times when installation Work is taking place, the Contractor shall have an individual designated in the Organization Chart as Site Manager onsite to supervise the installation.
877	The Contractor shall install the Equipment using experienced and knowledgeable personnel. For example, journeyman electricians shall terminate all cables, wiring, or fiber optic cables.
878	All tools such as crimpers, fiber optic termination tools, and test Equipment shall have been properly calibrated prior to being used.
879	The Contractor shall provide a safe environment for the installation process in accordance with all applicable local, State and federal requirements, as well as any NCTA policies. Examples include but are not limited to the following:

	<ul style="list-style-type: none"> <li>• safety harnesses shall be included and employed on all lifts, and the personnel trained on their use;</li> </ul>
	<ul style="list-style-type: none"> <li>• hard hats and safety vest shall be worn in all construction areas;</li> </ul>
	<ul style="list-style-type: none"> <li>• safety toe shoes shall be worn in construction areas and around active roadways while performing installation processes;</li> </ul>
	<ul style="list-style-type: none"> <li>• Contractor issued identification badges shall be worn at all times, and</li> </ul>
	<ul style="list-style-type: none"> <li>• regular safety meetings shall be scheduled to review safety procedures.</li> </ul>

## 4.12 Design and Documentation during Construction and Installation

### 4.12.1 Engineering Design

880	The Contractor shall secure the services of a fully-qualified engineering design firm(s) for the purpose of performing any necessary infrastructure related engineering Design (civil, structural, electrical, mechanical, and architectural) and the preparation of related plans and Documentation under the Contract for any Design that impacts life safety.
881	All Design Work shall be performed under the direct supervision of a Licensed Engineer of the appropriate discipline in the State of North Carolina. All design professionals shall be licensed and authorized to practice in the State of North Carolina.
882	If the Engineering Design effort is performed by the Contractor, the Contractor shall submit Documentation showing that the Contractor has met the required qualifications described in this section.

### 4.12.2 Document Control

883	The Contractor shall maintain a Document Management System to control all Project-related documents and drawings. Each document shall be properly titled (per an agreed upon naming convention), date updated, numbered by revision and version and shall incorporate signature blocks for authorship and approvals.
884	All Documentation regarding the Roadside System Equipment and RSS Equipment installation shall be maintained by the Contractor. All drawings and other such Documentation shall be made accessible to NCTA for review on a periodic basis as Approved by NCTA. The Contractor shall identify and track the status of all Deliverables/Submittals on the Project via the use of a Contract Data Requirements List (CDRL) maintained by the Contractor.
885	The Contractor shall maintain all non-conformance reports (NCR) submitted by the inspectors and document the correction and resolution of all issues identified.

### 4.12.3 Installation Design and Drawings

The System Equipment shall be installed on existing infrastructure or overhead structures/toll gantries that will be designed and constructed by others separately procured by NCTA.

886	The Contractor shall provide the installation Requirements including acceptable tolerances for the System Equipment, including all related plans and documents. The Design and Constructor shall rely on the installation Requirements provided by the Contractor to Design and construct the overhead structures/toll gantries for the System Equipment to function as intended, and Contractor shall be fully responsible for the accuracy of its installation Requirements.
887	The installation Requirements provided by Contractor shall be consistent with those provided in Contractor's Proposal and shall accommodate the Design provided to support the lane configurations listed in <b>Attachment 3</b> and <b>Attachment 4</b> .
888	The Contractor shall certify the installation Requirements provided are accurate and appropriate for its intended purpose to the satisfaction and Approval of NCTA.
889	Contractor shall indemnify all related parties as more fully described in the Terms and Conditions for any damages that result from reliance on the installation Requirements provided by Contractor.
890	The Contractor shall submit shop drawings detailing the installation Design that shall be used onsite for installation Work. Detailed drawings shall be provided for each site where Equipment procured and supplied under the Contract shall be installed.
891	The Contractor shall submit the following Design drawings as part of the drawing package in accordance with NCTA submission Requirements for each Tolling Location/site where System Equipment is installed , including but not limited to:.
	<ul style="list-style-type: none"> <li>• detailed installation drawing for each piece of Equipment;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed drawing showing the Equipment mounting brackets and details of their installation to the mounting arm;</li> </ul>
	<ul style="list-style-type: none"> <li>• details related to the range of Equipment adjustments;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed electrical schematics;</li> </ul>
	<ul style="list-style-type: none"> <li>• all junction boxes and panels;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed Equipment rack layout and interconnections drawings;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed communications layout;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed conduit layout for power and communications;</li> </ul>
	<ul style="list-style-type: none"> <li>• power and communications cabling schedules and</li> </ul>
	<ul style="list-style-type: none"> <li>• pavement installation details for in-pavement sensor installations.</li> </ul>
892	The Contractor shall use only the latest Approved drawing version for installation.
893	During installation the Contractor shall maintain a red line version of the drawing package that is submitted to NCTA upon the completion of the installation.
894	Documentation shall include memos denoting changes or modification to Requirements.

895	The Contractor shall submit detailed component level network drawings showing all WAN, MAN, LAN and VLAN connections, including connection to the Roadside Systems, the RSS, and the existing NCTA CSC Back Office System and the MRTMC and STOC.
896	Contractor shall utilize a predefined range of IP addresses provided by NCTA. An IP schematic shall be submitted that shows all the IP addresses for all Contractor supplied Equipment on the network.
897	The Contractor shall submit detailed component level primary and secondary server configuration instructions, including storage device mirroring, back-up devices and configuration, and network configuration and testing.
898	The Contractor shall submit detailed instructions on the installation and configuration of the operating System, database, third-party Software, and application Software on the servers as customized for NCTA Operations.
899	All testing required to verify successful installation and operation shall also be documented.

#### 4.12.4 As-Built Drawings/Documents

900	The Contractor shall update the latest drawings with red-lines as changes are incorporated during the installation and check-out process. At the completion of the installation of the System, the Contractor shall gather all red line drawings into a single package.
901	The red line drawings shall be verified and then incorporated into a final As-Built Drawing package. This final As-Built Drawing package shall include installation drawings, shop drawings and sketches, and other drawing types that may have been used to install the Roadway System.
902	All other Documentation used regarding the installation shall be also be finalized and submitted as part of the As-Built Drawing Submittal.

## 5. ROADSIDE TOLL COLLECTION SYSTEM PROJECT REQUIREMENTS

### 5.1 Roadway System Project Management

The Contractor shall employ a Project Management System that is sufficiently detailed to enable NCTA to review and confirm that the Contractor has the necessary management, staff, and controls in place to meet the Requirements of the Contract.

#### 5.1.1 Program Management and Project Management Plan

The Program Management Plan describes how the Contractor plans to implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals, and other communications between the Contractor and NCTA, and communications with the Constructor, NCDOT, third-party entities and existing system integrators.

903	The Program Management Plan shall at a minimum include the following elements:
-----	--

<ul style="list-style-type: none"> <li>• Project scope and key Deliverables;</li> </ul>
<ul style="list-style-type: none"> <li>• a description of the management and organization of the program, an organization chart, identification of Key Team Personnel and their responsibilities, percentage commitment to the Project, tasks leads for each functional area and location and identification of the resources to be used in fulfilling the Requirements of the Contract;</li> </ul>
<ul style="list-style-type: none"> <li>• Project team (Contractor, NCTA, NCTA Representatives, NCDOT, and existing system integrators) contact information;</li> </ul>
<ul style="list-style-type: none"> <li>• a description of the Project planning, Documentation and reporting methods to be utilized, both for use within the Contractor’s staff and externally to NCTA and other entities;</li> </ul>
<ul style="list-style-type: none"> <li>• A description of the process for communication, escalation and resolution of Project issues with NCTA;</li> </ul>
<ul style="list-style-type: none"> <li>• meeting schedules with NCTA and other entities including the form of the meeting;</li> </ul>
<ul style="list-style-type: none"> <li>• inclusion of the Approved Project schedule;</li> </ul>
<ul style="list-style-type: none"> <li>• a description of the process for reporting, updating and tracking the Project schedule and Project performance;</li> </ul>
<ul style="list-style-type: none"> <li>• a description of the coordination process with the civil designers, Constructor, NCTA and NCDOT during the tolling infrastructure Design phase;</li> </ul>
<ul style="list-style-type: none"> <li>• coordination process with the Constructor, NCDOT and management of the installation drawing review process;</li> </ul>
<ul style="list-style-type: none"> <li>• approach to change management, consistent with Contract Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change management approach will be integrated into day-to-day Project management;</li> </ul>
<ul style="list-style-type: none"> <li>• approach to document control, including Software (NCTA shall have the capability to download documents using this Software) and tools NCTA will use and have read-only access to via the Web;</li> </ul>
<ul style="list-style-type: none"> <li>• approach to risk management;</li> </ul>
<ul style="list-style-type: none"> <li>• approach to Quality Assurance and Quality Control;</li> </ul>
<ul style="list-style-type: none"> <li>• documenting the invoice submission; invoice backup information; verification, and Approval process;</li> </ul>
<ul style="list-style-type: none"> <li>• a section with all Approved Project forms including but not limited to, meeting agenda; meeting notes; action items tracking log; monthly progress report, and invoices.</li> </ul>
<ul style="list-style-type: none"> <li>• an emergency contact list as described further below.</li> </ul>

904	The Contractor shall identify the tools and products used to manage the Project including Software development lifecycle and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.
905	The Contractor shall develop and submit the Project Management Plan to NCTA for review and Approval.
906	<p>The Contractor shall develop and submit the communication procedures to NCTA for review and Approval that address the following, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Correspondence: Correspondence shall be identified as to originator and designated receiver and include the form of transmission.</li> <li>• Document control: Tracking of document versions and changes including naming conventions.</li> <li>• Invoices: All invoices shall be submitted with accompanying backup information as required by the Contract and consistent with NCTA processes and invoicing and auditing policies. The Contractor shall work with NCTA to develop the appropriate invoice and back-up materials as a part of the PMP development.</li> <li>• 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 Contract number, Contract name and subject of the Submittal.</li> <li>• Contract number and Contract name: All items of correspondence, invoices, Submittals and Documentation shall contain the Contract number and the designated Contract name.</li> <li>• Comments Log: Process for validating that all comments provided by NCTA on Contractor Deliverables are successfully addressed.</li> </ul>

### 5.1.2 Contractor's Project Management Office

907	The Contractor shall establish a Project management office in the Monroe, NC or Charlotte, NC metropolitan area within a 25 mile radius of downtown Charlotte, NC. All Project management activities shall be conducted from this office.
908	The Contractor Project Manager shall be assigned to the Project management office and shall be hundred percent (100%) dedicated to the Project for the Implementation Phase of the Contract for each Roadway.

### 5.1.3 Staffing and Key Personnel

The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals who speak fluent English to meet the Requirements of the Contract.

909	The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals who speak fluent English to meet the Requirements of the Contract.
910	The Contractor shall ensure Key Personnel are readily accessible to NCTA or their authorized representatives during the Contractor's performance of this Contract.

911	<p>Contractor is required to provide staff at all times sufficient to meet the Project Requirements and Contract. The following are designated as Key Personnel for this Project and are subject to the Approval, replacement and removal Requirements of NCTA for Key Personnel as set forth in the Contract:</p> <ul style="list-style-type: none"> <li>• Project Principal – responsible for the overall conduct and performance of the Project; oversight of the Project; the performance of the Contractor Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Contractor Project Manager;</li> <li>• Contractor Project Manager – responsible for all day-to-day Work; the overall execution and delivery of the Project and the day-to-day Contractor contact person on the Project;</li> <li>• Deputy Project Manager – assists the Contractor Project Manager in the execution and delivery of the Project and the day-to-day Operations;</li> <li>• Technical Manager, Roadside Systems – responsible for management of all Roadside Systems technology and resources including selection of the lane solutions; peripherals; subsystems; Software development and Systems Maintenance;</li> <li>• Technical Manager, RSS – responsible for management of all technology and resources related to the RSS, including Software development, on-going Hardware/Software Maintenance, Equipment and Systems and information security as required to satisfy the Requirements of the Contract;</li> <li>• Installation/Maintenance Manager – responsible for the installation and Commissioning of the System and oversight of subsequent Maintenance Services;</li> <li>• Quality Assurance Manager – responsible for consistent quality throughout the Design, Development, Testing and Implementation of the Roadway System through good Quality Assurance and Quality Control practices;</li> <li>• Test Manager – responsible for the overall planning and implementation of the Roadway System testing program, and</li> <li>• Dynamic Pricing System Manager – responsible for management of all Dynamic Pricing Systems technology and resources, including dynamic pricing module architecture; algorithm selection, participate and lead toll rate discussions, provide simulation, tuning and configuration Updates to the parameters required to meet the Agency goals; peripheral interfaces to VTMS, VTMS cameras and other input devices; oversight of dynamic pricing application including, control station and Dashboards, and dynamic System Maintenance.</li> </ul>
-----	--

5.1.4 Cooperation with Other Contractors and Providers

912	<p>The Contractor shall cooperate to the fullest extent with the Constructor, NCTA, NCDOT, and existing system integrators to ensure the Roadway System Implementation and Maintenance do not conflict with or cause any interruption in capability or service or safety issues to the traveling public or customers or impede NCTA’s ability to collect tolls.</p>
-----	---

913	<p>The Contractor shall cooperate with the Constructor, civil designers, NCTA, NCDOT, existing contractors, existing system integrators and external parties, as directed by NCTA, to support any activity related to the Roadway System Implementation, including but not limited to:</p> <ul style="list-style-type: none"> <li>• NCTA employees;</li> <li>• NCTA Designated Representatives;</li> <li>• other third parties, as directed by NCTA;</li> <li>• law enforcement;</li> <li>• inspectors;</li> <li>• auditors and</li> <li>• all contractors.</li> </ul>
914	<p>The Contractor shall cooperate with and immediately notify NCTA of any customer complaints and System issues identified in the toll lanes or facilities that come to Contractor's attention during the course of Implementation, Testing or Maintenance.</p>
915	<p>The Contractor shall provide and maintain a current emergency contact list for NCTA's use at all times for handling emergencies and escalations. The emergency contact list shall name primary and secondary (multiple secondary contacts as applicable) points of contact for each anticipated emergency type. The emergency contact list shall name the Contractor's preferred points of contact, in Order of Precedence and shall include, at a minimum, the Contractor Project Manager, deputy Project manager, installation manager, technical manager, technology manager, and other support staff. The purpose of the emergency contact list is to ensure the Contractor can be reached outside normal working hours to address urgent matters.</p>

#### 5.1.5 Monthly Report and Progress Meeting During the Implementation Phase

Monthly Project reports and progress meetings will enable NCTA 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.

916	<p>The Contractor shall provide and maintain a schedule for monthly progress meetings (in addition to the weekly Design/installation meetings during the active Design/installation periods) at a location designated by NCTA. The meeting shall be scheduled no later than the 20th day of the following month and shall cover progress up to the 15<sup>th</sup> of the current month.</p>
917	<p>No less than five (5) Business Days prior to the meeting, the Contractor shall submit a draft monthly progress report to NCTA for the period covering the previous reporting period. NCTA shall review and comment on the progress report prior to or during the meeting.</p>
918	<p>The Contractor shall obtain updated installation status prior to monthly meeting and include such updates in the Project Implementation Schedule which shall be submitted with the monthly progress report.</p>

919	The format of the monthly progress report shall be agreed upon as one of the initial Project tasks upon NTP and shall be incorporated by the Contractor into the Project Management Plan.
920	<p>The monthly progress report shall include but not be limited to the following items:</p> <ul style="list-style-type: none"> <li>• a summary outlining progress and status, and percentage of Work performed for each task as compared to planned activities in the Project Schedule. Comments shall be included where appropriate. The summary shall also identify key milestones met and missed in the period.</li> <li>• 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.</li> <li>• identification of any Approved changes to Approved milestone dates and Approved Project Schedule, clearly noting the details and identifying the Contract Amendment.</li> <li>• a discussion of schedule compliance and an updated Project Schedule showing current status against the baseline Approved Project Schedule. Past due tasks shall be updated and actual dates shall be recorded for completed tasks.</li> <li>• construction/installation coordination status;</li> <li>• an updated action items list that tracks the status of all outstanding action items, activities and issues that need decision/resolution.</li> <li>• an updated Deliverables list showing submission dates, current version, current review status, responsible party and due date.</li> <li>• a payment request, if applicable. Payment requests must identify the payment milestone, number and dollar amount. Payments requests shall be made for completed and Approved milestone payments only.</li> <li>• a list of change requests (Contractor and NCTA initiated) and their status.</li> <li>• the previous monthly final meeting minutes.</li> <li>• a six (6) week look-ahead schedule.</li> </ul>
921	No more than five (5) Business Days after the meeting, the Contractor shall submit the final monthly progress report and draft meeting minutes for NCTA's review and Approval.

#### 5.1.6 Project Meetings

922	In addition to the monthly progress meeting, weekly or bi-weekly Project status meetings, as applicable and Approved by NCTA, and other regularly scheduled installation and ad-hoc Project meetings shall be required during the course of the Project to address specific Deliverables, Work items, Maintenance procedures and issues as they arise.
923	The Contractor shall perform the following tasks related to all meetings, including but not limited to:

	<ul style="list-style-type: none"> <li>develop and coordinate the Project meeting schedule;</li> </ul>
	<ul style="list-style-type: none"> <li>distribute Notices of Project meetings in accordance with document control Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>prepare the agenda in coordination with NCTA;</li> </ul>
	<ul style="list-style-type: none"> <li>attend the meeting with all required staff in attendance;</li> </ul>
	<ul style="list-style-type: none"> <li>prepare minutes of the meeting and forward them to NCTA within five (5) Business Days after the day of the meeting and</li> </ul>
	<ul style="list-style-type: none"> <li>maintain an action item list for each type of meeting, identifying issues that need to be resolved at the Project level.</li> </ul>

### 5.1.7 Project Schedule

The Project schedule is a comprehensive list of Project milestones, activities and Deliverables, with intended 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.

924	<p>The Contractor shall provide and maintain a detailed Project Schedule for the Project for each Roadway in Microsoft Project format (Project 2010 or above) that lists all Project activities and tasks for all Phases of the Project, including but not limited to:</p> <ul style="list-style-type: none"> <li>Requirements;</li> <li>Design;</li> <li>development;</li> <li>testing;</li> <li>installation;</li> <li>transition and</li> <li>deployment and Acceptance of the System at the various Tolling Locations.</li> </ul>
925	<p>The Project Schedule shall include coordination with Constructor, NCDOT, existing contractors, existing system integrators and NCTA and shall clearly document all interfacing tasks.</p>
926	<p>The Project Schedule shall identify all milestones and tasks, starting with the Notice to Proceed (NTP) through the date of Acceptance for each Project phase.</p>
927	<p>The Project Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of NCTA and other contractors and NCDOT with critical tasks.</p>
928	<p>The Project Schedule shall identify all critical path tasks and shall be used to manage the Project.</p>

929	The baseline for the Project Schedule shall be submitted to NCTA for Approval ten (10) Business Days after NTP.
930	The Contractor shall status and update the Project Schedule on a monthly basis, as identified in the Requirements for the Monthly progress report.
931	The Contractor shall use the Project Schedule as the basis for all subsequent schedules and updates throughout the duration of the Project.
932	The Contractor shall obtain Approval from NCTA for any and all changes to the Approved Baseline Project Schedule and associated milestones in accordance with the Contract process for changes and Amendments and schedule changes are not considered Approved unless an Amendment is executed through the Contract.

## 5.2 End of Contract Transition

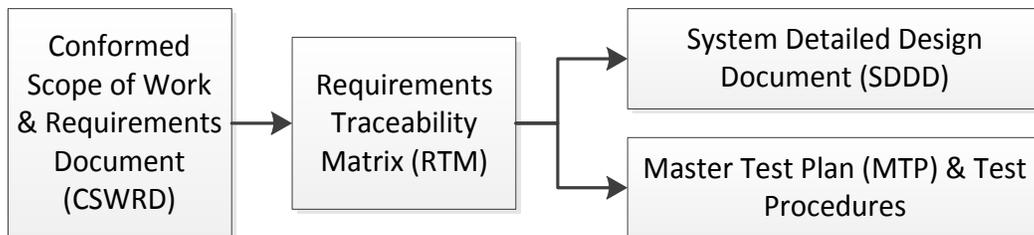
The Contractor acknowledges that the Services it provides under the terms of the Contract are vital to the successful operation of the System and that said Services shall be continued without interruption. Upon end of the Contract for whatever reason, a successor (NCTA or a new contractor) may be responsible for providing these Services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor in accordance with Section 5.2 End of Contract and Transition.

933	Upon NCTA's written Notice, the Contractor shall furnish transition Services during the last ninety (90) Days of the Contract Term. The Contractor shall develop with the successor contractor or NCTA staff, a Contract Transition Plan describing the nature and extent of transition Services required.
934	The Contract Transition Plan and dates for transferring responsibilities for each division of work shall be submitted within thirty (30) Days of such Notice. Upon completion of NCTA review, both parties will meet and resolve any additional Requirements/differences.
935	The Contractor shall provide sufficient experienced Roadside System and RSS technical and Software support personnel in each division of Work during the entire transition period to ensure that the quality of Services are maintained at the levels required by this Contract.
936	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the Services required by the Contract. The Contractor shall allow the successor to conduct onsite interviews with the employees.
937	The Contractor shall provide the necessary Software and Systems support Services to assist the successor contractor in setting up the systems, transfer of appropriate licenses and third-party Software, and transition of all data required to sustain uninterrupted service as directed by NCTA.
938	The Contractor shall make all necessary provisions for transferring any leases or sub-leases held by the Contractor to the NCTA, including without limitation, all keys; security codes and other codes and other facility access information or devices.

939	The Contractor shall make all other records, documents, data and Software which is licensed to the NCTA and pertaining to the Services rendered for this Agreement available within thirty (30) Calendar Days upon written Notice or as otherwise provided in the executed License Agreement.
940	The Contractor shall make all operational records, documents, data, Systems, specialty tools and Equipment, and facilities required to support and maintain day-to-day Services being rendered under this Agreement available before the date of such termination, suspension, or expiration.

### 5.3 Software Design and Development Requirements

NCTA expects the Contractor to propose a baseline product for the Roadside solution and the RSS, and that some custom development will be required. To ensure the Design Requirements for the Roadway System are fully understood by NCTA and the Contractor, a series of Requirements and Design review steps are specified following a sequential Design process or waterfall model. Requirements derived during the Design process or waterfall model will become part of the Contract Conformed Scope of Work and Requirements Document (CSWRD) shall be the basis for the Contractor to produce a Requirements Traceability Matrix (RTM). The RTM allows for verification that the Requirements are addressed in the Design and documented in the System Detailed Design Document (SDDD) and traced to test procedures that validate the developed Roadway System meets the Contract Requirements. The RTM shall be the basis for all Design, development and testing efforts and Documentation to be developed by the Contractor.



941	The Contractor shall establish and maintain an effective Software Design and development program along with a documented Software Development Life Cycle (SDLC) to ensure compliance with the Requirements of the Contract.
942	The Contractor shall employ effective techniques, methodologies and tools to develop the System Requirements and Business Rules for the Project and deliver the Project.
943	Prior to conducting any workshops, Requirements reviews, focus group meetings and Design reviews, the Contractor shall develop the necessary Documentation for NCTA review and submit such Documentation ten (10) working Days prior to such meetings.
944	The Contractor shall provide a Table of Contents for the Design document that identifies the required document Deliverables and any document templates that will be used to develop the Documentation. Such Documentation shall be tailored for the Project, and the Conformed Scope of Work and Requirements Documents (CSWRD) shall be used for developing such Documentation.

### 5.3.1 System Requirements Review (SRR)

The Contractor shall conduct a series of System Requirements Review meetings with NCTA to outline how the Contract Requirements will be met. Separate set of meeting shall be scheduled for each Roadway unless Approved by NCTA. The outcome of these meetings shall be the Requirements Traceability Matrix (RTM) that will be used to validate each Requirement against a Design item(s), Design Documentation and testing procedure(s).

945	The Contractor shall conduct a series of System Requirements reviews with user groups to identify user needs.
946	The Contractor shall present lane logic and transaction framing rules of the baseline solution.
947	Contractor's existing screens and presentation formats tailored to NCTA Operations shall be used to solicit user Requirements and feedback.
948	During the System Requirements review phase the Contractor can also present the Contractor's standard product to NCTA, and use the feedback obtained in the presentation in the development of the RTM and SDDD.

### 5.3.2 Business Rules Development

949	The Contractor shall conduct Business Rules development workshops with the NCTA for each Roadway Project phase to develop and document the Business Rules according to the Business Policies and Procedures for the RTCS, including the Roadside System and the RSS.
950	The Business Rules workshops can occur concurrent to the System Requirements reviews.
951	The Contractor shall provide Business Rules utilized at other AET Facilities and Express Lanes Toll Facilities; however, they shall be tailored to meet the NCTA's Requirements and shall comply with the Scope of Work and Requirements.
952	The Contractor shall track the Design, development and testing of the Business Rules through the RTM.

### 5.3.3 System Detailed Design Review

Based on the RTM and Business Rules documents, the Contractor will Design the Roadway System and submit a preliminary Design document for NCTA to review and provide comments. The Contractor will then conduct a series of Design meetings with NCTA to address the comments and to create the SDDD, defining how the System Design will meet the Contract Requirements. Upon the Submittal of an updated SDDD another review cycle will take place.

953	The Business Rules document and the RTM shall be used to develop the System Design and the SDDD.
954	The Contractor shall schedule Design meetings with NCTA to fully understand the Design Requirements.
955	The Contractor shall support a phased Design process to support the anticipated phased implementation of the RTCS on the NCTA Roadways. The Design process shall accommodate for the changes in technology that is inevitable given the duration of the Project.

956	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.
957	The Contractor shall trace how the System Design meets the SRD, the Business Rules and the Contract Requirements using the RTM.
958	The Contractor shall conduct as many meetings and submission review cycles as deemed necessary by NCTA to address all Design issues to NCTA's satisfaction.

#### 5.3.4 Reports Design Workshops

The Contractor will conduct a series of workshops with NCTA to facilitate the Design of the Roadway System reports. The existing reports shall be used as a basis for the workshops.

959	The Contractor shall employ an effective and productive methodology for Designing and finalizing the reports for the Project.
960	The reports Design process shall be iterative and the Contractor shall conduct multiple workshops with NCTA's stakeholders, and Contractor shall bring subject matter experts to the meeting.
961	Subject matter experts must provide a means for explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.
962	Report templates from existing operational systems shall be submitted and changes to meet the NCTA Roadway System Requirements shall be noted. Sample reports shall have correct and accurate data and shall reconcile across other reports.
963	Upon receiving feedback from the stakeholder, the Contractor shall develop/modify the reports and resubmit the updated reports for review.
964	The modified and new reports shall be demonstrated to NCTA using accurate and reconciled data. Reports that are expected to reconcile to one another shall be demonstrated together.
965	The iterative series of workshops and demonstrations shall continue until baseline reports are Approved by NCTA.
966	The Approved baseline reports shall be used as the basis for the Design document.

#### 5.3.5 Software Walkthrough

The intent of the Software walkthrough is to provide an overall status on the Contractor's Software development progress to ensure the Contractor is on track to deliver the Project on schedule and to obtain NCTA's feedback on the direction of the development prior to the full rollout of the Software.

967	The Contractor shall conduct a series of Software walkthroughs including product demonstrations to solicit input from NCTA during the development of the Roadway System.
968	Prior to the Software walkthrough, the Contractor shall develop and submit the use cases that will be demonstrated to NCTA for review and Approval. The walkthrough shall follow the process flow and emulate normal Operations.

969	The product shall be demonstrated in a test environment that allows data to flow as it will in the final integrated System.
970	The Software walkthrough shall demonstrate to NCTA that the developed Software product meets the technical and functional Requirements of the Contract.
971	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by NCTA.
972	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 the Roadway System that meets the Contract Requirements. This shall apply to issues or defects found during or after Software walkthrough, the FAT or in the subsequent testing and Implementation. Any such changes shall be Approved by NCTA in writing.

## 5.4 Documentation

The Contractor is required to provide various Project; Hardware; Software; Requirements; Business Rules; Design; testing; installation and Maintenance Documentation that include Contractor-developed Documentation and third-party Documentation. All Documentation provided under this Contract shall meet the Requirements described below.

973	The Contractor shall provide and maintain an online, electronic document management System in a central location that is accessible to NCTA by username and password, to control all Project-related documents, submissions and drawings.
974	The electronic document management System shall be indexed and searchable.
975	All Project documents submitted under this Contract shall be available to NCTA at all times using the online, electronic document management System provided by the Contractor.
976	The Contractor shall maintain a Deliverable tracking list that accurately tracks all Contractor submissions; NCTA's comments review documents; resubmissions and final Approval.
977	Each document shall be properly titled, date updated, numbered by revision and version, and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system making use of documents metadata for ease of access for NCTA to locate documents in the electronic document management System.
978	Updated submissions of the document shall also include the red-lined version showing all revisions to the document since the last submission.
979	The Contractor shall utilize acceptable standards agreed upon by the Contractor and NCTA when updating documents and submitting revisions.
980	All Documentation submitted by the Contractor under this Contract shall be accurate and comply with Contract Requirements. All Deliverables shall be submitted in accordance with the Approved Project schedule.
981	A Table of Contents, for all Documentation that requires one, shall be submitted by the Contractor to NCTA for review and comment prior to the submission of the preliminary draft.

982	The Contractor shall submit a minimum of: a preliminary draft, a final draft and a 100% final to NCTA for review and comment. All final documents shall incorporate all NCTA's review comments to NCTA's satisfaction. Each subsequent submission of a Deliverable shall also include NCTA's comments review log with the resolution of each comment updated by the Contractor.
983	NCTA shall have the right to require additional interim drafts from the Contractor at no additional cost should the draft Documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address NCTA's review comments.
984	NCTA shall review and Approve all documents submitted under the Contract. For documents containing less than one hundred (100) pages, NCTA will review and provide comment on preliminary draft documents within ten (10) Business Days. For documents containing more than one hundred (100) pages, NCTA will review and provide comment on preliminary draft documents within fifteen (15) Business Days. NCTA will review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to NCTA simultaneously, or within one week of each other, the number of Business Days required for review shall be adjusted to reflect the overlapping submissions.
985	NCTA will provide the Contractor with written comments on all submitted documents, and the Contractor shall respond in writing to all comments. A meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall prepare a revised version of the document for Approval by NCTA.
986	The Contractor shall submit five (5) hard copies and the electronic version of all Contractor developed Documentation for NCTA review and Approval unless directed by NCTA to provide fewer hard copies. Acceptable electronic formats are Microsoft Office 2010 Suite (or higher), unsecured PDF and professional CAD applications for Contractor-prepared Documentation.
987	The Contractor shall update Documentation as changes occur through the Implementation Phase (and the Maintenance Phase) and shall maintain a document Submittals list on the electronic document management site identifying all versions of documents, the date submitted, the nature of changes and provide relevant updates to NCTA as they are published.
988	The Documentation package for all Submittals as applicable shall include all required electronic media to install, operate and maintain the System/Deliverable/document being supplied.

#### 5.4.1 Requirements Traceability Matrix (RTM)

989	Upon completion of the Requirements and Business Rules review process the Contractor shall deliver an RTM that details all the technical and functional Requirements for the Roadway System.
990	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements and Business Rules review process.

991	Upon Approval of the RTM, this document shall be the basis for functional verification of Design, development and testing.
992	During the Design and development of the Software, the Contractor shall update the RTM to reflect any changes to the Requirements that have been Approved by NCTA.
993	During Design and testing, the RTM shall be used to verify the System compliance to the Contract Requirements and test procedures.
994	All changes to the System Requirements during the course of the Project shall be tracked through the RTM.
995	The RTM shall include, but not limited to:
	<ul style="list-style-type: none"> <li>• listing and categorization of all functional Requirements;</li> <li>• listing and categorization of all Software related technical Requirements;</li> <li>• identification of the source of all Requirements;</li> <li>• identification of the Design section of the SDDD that addresses the Requirement and</li> <li>• identification of the test procedure that addresses the Requirement.</li> </ul>

#### 5.4.2 Business Rules Document

As an outcome of the Business Rules workshops and review meetings, the Contractor will provide a Business Rules Document.

996	The Contractor shall submit a Business Rules Document that includes but is not limited to:
	<ul style="list-style-type: none"> <li>• detailed Business Rules for all aspects of the RTCS, including policies and processes developed by the Contractor and Approved by NCTA;</li> <li>• detailed description of all System Configurable options, ranges and thresholds (Configurable within the System or Configurable by Authorized User) for each Business Rule (if applicable);</li> <li>• categorization of all Business Rules, providing indication for the source of the Business Rule;</li> <li>• cross-referencing of all Business Rules to the underlying Requirements and</li> <li>• System and operational impacts of each Business Rule.</li> </ul>

#### 5.4.3 System Detailed Design Document

997	The Contractor shall develop and submit a System Detailed Design Document (SDDD) that describes the Design specifications of all Hardware and Software provided as part of the RTCS to meet the Approved Contract Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Requirements of the RTCS and has the processes, Hardware and Software Design in place to provide a high-quality and reliable product that meets the Requirements of the Contract.
-----	--

998	The SDDD shall be clear, well-written and organized into volumes to manage the submission and review process.
999	The SDDD shall include the use of diagrams, figures, tables and examples, and it shall apply to all environments, including primary and secondary production and testing environment.
1000	<p>The SDDD shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• System architecture, including overall System Design concept;</li> <li>• in-lane Equipment layout for each Tolling Location type,</li> <li>• placement of the Equipment on the toll gantry;</li> <li>• lane layout electrical and logic diagrams;</li> <li>• dynamic pricing algorithm details including handling of various traffic scenarios and failures;</li> <li>• image processing details and image review screens;</li> <li>• Dashboard layouts and Design;</li> <li>• details on the interface to the VTMS and handling of failures;</li> <li>• the Requirements for all peripheral device Interfaces and control;</li> <li>• Roadside server Design, including sizing and processing calculations;</li> <li>• storage system Design, including sizing and processing calculations;</li> <li>• data backup Systems Design, including sizing and processing calculations;</li> <li>• network sizing and Design details including IP scheme;</li> <li>• cabinet/vault/Equipment rack layout and interconnections;</li> <li>• cabinet/vault/Equipment rack space Requirements;</li> <li>• UPS sizing information detailing all Equipment on the UPS(s) and their total power Requirements;</li> <li>• high System availability Design, including Servers, storage, network, database and application;</li> <li>• Disaster Recovery Design, including Servers, storage, network, database, data resiliency and application;</li> <li>• Hardware dependencies and inter-dependencies;</li> <li>• detailed primary and secondary locations rack and server placement Design;</li> <li>• detailed infrastructure Software Design,</li> <li>• detailed operating systems Design;</li> </ul>

<ul style="list-style-type: none"> <li>• detailed peripherals configurations, including Requirements for all peripheral device Interfaces and control;</li> </ul>
<ul style="list-style-type: none"> <li>• all internal System Interfaces;</li> </ul>
<ul style="list-style-type: none"> <li>• all custom developed Software;</li> </ul>
<ul style="list-style-type: none"> <li>• all Software provided by the Contractor or a third-party;</li> </ul>
<ul style="list-style-type: none"> <li>• Software dependencies and inter-dependencies;</li> </ul>
<ul style="list-style-type: none"> <li>• detailed database Design, schema and data modeling, including sizing and processing calculations;</li> </ul>
<ul style="list-style-type: none"> <li>• Entity Relationship Diagram (ERD);</li> </ul>
<ul style="list-style-type: none"> <li>• data flow diagrams, state diagrams and data queues;</li> </ul>
<ul style="list-style-type: none"> <li>• Module level descriptions and interaction among various Modules;</li> </ul>
<ul style="list-style-type: none"> <li>• detailed description to the Module and/or process level for all of the functions according to the functional Requirements of the System;</li> </ul>
<ul style="list-style-type: none"> <li>• lane logic and vehicle framing Design and rules with illustrations;</li> </ul>
<ul style="list-style-type: none"> <li>• degraded mode of Operations and impacts of failures on System Operations;</li> </ul>
<ul style="list-style-type: none"> <li>• transaction audit and pre-processing;</li> </ul>
<ul style="list-style-type: none"> <li>• transaction processing Design, including sizing and processing calculations;</li> </ul>
<ul style="list-style-type: none"> <li>• detailed Interface specifications between all Software components;</li> </ul>
<ul style="list-style-type: none"> <li>• Design of all System Interfaces (both sides of the Interface), including electronic Interface to the RSS and existing NCTA CSC Back Office.</li> </ul>
<ul style="list-style-type: none"> <li>• detailed data management Design and processes, including summarization, archiving and purging;</li> </ul>
<ul style="list-style-type: none"> <li>• all user Interfaces (including reports and screen formats);</li> </ul>
<ul style="list-style-type: none"> <li>• System data dictionaries;</li> </ul>
<ul style="list-style-type: none"> <li>• application performance monitoring Design;</li> </ul>
<ul style="list-style-type: none"> <li>• access/identity security methodology;</li> </ul>
<ul style="list-style-type: none"> <li>• Access Control and Security Monitoring System layout and interconnections;</li> </ul>
<ul style="list-style-type: none"> <li>• environmental specifications;</li> </ul>
<ul style="list-style-type: none"> <li>• specification sheets for all Equipment;</li> </ul>

	<ul style="list-style-type: none"> <li>complete Bill of Materials, including Hardware, Software and support/Maintenance agreements, and</li> </ul>
	<ul style="list-style-type: none"> <li>A logical division and an index of all contents within the SDDD.</li> </ul>
1001	Upon the completion of the Software development, and prior to the start of the Roadway System formal testing, the Contractor shall submit the Final Updated SDDD that includes all changes/clarifications made during the Software development and validation phases.
1002	The Contractor shall submit an updated SDDD on an annual basis throughout the Contract Term that includes all changes/clarifications made during the just-completed year.

#### 5.4.4 RTCS System Installation Design Requirements Package

1003	The Contractor shall prepare and submit the RTCS System Installation Design Requirements and Documentation package to the NCTA for review in accordance with the Approved Project Schedule.
1004	Generally speaking the Contractor's Design submittals will not be required to be signed / sealed by a licensed engineer. However, should the Contractor provide custom manufactured infrastructure that is structural in nature or other structure(s) or appurtenances (e.g. Equipment mounting brackets, Equipment arms, etc.) that have the potential to impact life safety the Contractor shall secure the services of a fully-qualified engineering design firm(s) licensed in North Carolina for the purpose of performing engineering design and the preparation of related Plans and Documentation under the Contract.
1005	The Contractor shall develop a half-size (11" by 17") set of drawings providing sufficient and accurate detail to install the System components.
1006	In addition, the drawing shall contain notes and other detail defining specific processes that cannot be graphically depicted. The notes shall also be used to delineate specifications, tolerances, special conditions, or any other factor required to install and integrate a fully functional System.
1007	The drawings shall include but not be limited to the following: <ul style="list-style-type: none"> <li>lane geometry and dimensions of actual size and placement of all Roadside Equipment;</li> <li>For existing Roadways, details on all existing Equipment, conduits, junction boxes and panels that will be re-used clearly identifying any temporary installations;</li> <li>Equipment bracket mounting detail to the mounting arm;</li> <li>specifications and tolerances;</li> <li>conduit and cable schedule showing all conduits, cables and wires used for each Tolling Location;</li> <li>placement of in-road components;</li> <li>size and depth of loop cuts;</li> <li>loop tolerances (induction, resistance, impedance, Q factor);</li> </ul>

	<ul style="list-style-type: none"> <li>any specific infrastructure limitations (i.e. proximity of rebar);</li> </ul>
	<ul style="list-style-type: none"> <li>any specific requirement of how the loop cable is placed into the cuts;</li> </ul>
	<ul style="list-style-type: none"> <li>all homeruns from loops;</li> </ul>
	<ul style="list-style-type: none"> <li>any cable twist requirements for loop homeruns;</li> </ul>
	<ul style="list-style-type: none"> <li>placement of overhead sensors;</li> </ul>
	<ul style="list-style-type: none"> <li>details describing termination process for each termination;</li> </ul>
	<ul style="list-style-type: none"> <li>lightning and surge suppression system;</li> </ul>
	<ul style="list-style-type: none"> <li>a graphical diagram of the network connectivity and data flow;</li> </ul>
	<ul style="list-style-type: none"> <li>detailed interconnection diagrams for all Systems;</li> </ul>
	<ul style="list-style-type: none"> <li>detailed electrical schematics, and</li> </ul>
	<ul style="list-style-type: none"> <li>detailed communications layout.</li> </ul>

#### 5.4.5 Roadway Support System (RSS) Installation Design and Documentation

1008	The Contractor shall prepare and submit the RSS Installation Design and Documentation package to NCTA for review in accordance with the Approved Project Schedule.
1009	The Contractor shall develop a half-size set of drawings (11" by 17") providing sufficient and accurate detail to install the System components.
1010	<p>The drawings shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>detailed interconnection diagrams for all Systems;</li> <li>detailed electrical schematics;</li> <li>detailed communications layout;</li> <li>UPS sizing specifications;</li> <li>Equipment rack layout, including power panels and connection to the UPS;</li> <li>a detailed diagram of the network connectivity, including IP scheme;</li> <li>server set-up and configuration;</li> <li>other RSS Hardware installation and connections and</li> <li>floor loading calculations.</li> </ul>
1011	The Contractor shall provide the installation Requirements for the Equipment, including all related Plans and documents. The Contractor shall certify the installation Requirements provided as accurate and appropriate for its intended purpose, to the satisfaction and Approval of NCTA.

1012	The Contractor shall submit Server room drawings that show the location of the Equipment racks for all RSS Equipment at the primary facility. The layout of the Server components, storage devices and communication Equipment inside the cabinets shall be clearly presented with actual measurements shown.
1013	The Contractor shall submit Server room drawings that show the location of the Equipment racks for all RSS Equipment at the secondary facility. The layout of the Server components, storage devices and communication Equipment inside the cabinets shall be clearly presented with actual measurements shown.
1014	The Contractor shall develop and submit to NCTA a half-size (11" by 17") set of drawings, providing sufficient and accurate detail to install the System components.
1015	The Contractor shall submit UPS sizing information for the primary and secondary facilities, detailing all Equipment on the UPS and their power specifications.
1016	The Contractor shall submit detailed network drawings showing all WAN, MAN, LAN and VLAN connections, including all interface connections and IP addresses for all Equipment on the network.
1017	The Contractor shall submit detailed Server configuration instructions, including the configuration of storage devices, back-up devices and network connectivity.

#### 5.4.6 Quality Assurance Plan

1018	The Quality Assurance (QA) Plan that details the Contractor's QA Program shall be submitted to the NCTA for review and Approval in accordance with the Approved Project Schedule.
1019	The QA Plan shall include the Contractor's QA Program through planning, Documentation; Design; development; production; purchasing; testing; installation; Commissioning; transition and Acceptance of all Hardware and Software provided under this Contract.
1020	The Quality Assurance Plan shall describe the Quality Assurance procedures and methodology for the Project, including but not limited to: <ul style="list-style-type: none"> <li>• quality management and organizational structure;</li> <li>• System Design;</li> <li>• Software development and defect management;</li> <li>• installation including civil installation sign-off;</li> <li>• Equipment purchase, delivery and validation;</li> <li>• inspection and verification for in-process, final assembly, unit tests and System testing;</li> <li>• configuration management;</li> <li>• change management and change control process;</li> <li>• training and safety;</li> </ul>

	<ul style="list-style-type: none"> <li>• quality management Documentation;</li> </ul>
	<ul style="list-style-type: none"> <li>• transition;</li> </ul>
	<ul style="list-style-type: none"> <li>• compliance to Contract Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• quality review and verification and</li> </ul>
	<ul style="list-style-type: none"> <li>• reporting and metrics.</li> </ul>

#### 5.4.7 Software Development Plan (SDP)

1021	<p>The Contractor shall develop and submit a Software Development Plan (SDP) to NCTA for review and Approval in accordance with the Approved Project Schedule that includes but is not limited to:</p>
	<ul style="list-style-type: none"> <li>• Documentation of the Software development approach to the application architecture, behavior, architecture, business processes, security and data structures;</li> </ul>
	<ul style="list-style-type: none"> <li>• approach System Design and Development given the Roadway System Project phasing;</li> </ul>
	<ul style="list-style-type: none"> <li>• development resources and responsibilities, such as Software developers, system engineers, security engineers, test engineers, Quality Assurance and control personnel, configuration management administrator, Documentation specialists and Project management staff;</li> </ul>
	<ul style="list-style-type: none"> <li>• describe natural segregation of development areas or teams, such as development of user Interfaces, development of reports, development of the functionality and development of Interfaces;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software development standards;</li> </ul>
	<ul style="list-style-type: none"> <li>• security standards;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software development methodology, such as use cases, modeling and other development tools;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software development language strategy, platforms and technologies related to both development and Software Maintenance;</li> </ul>
	<ul style="list-style-type: none"> <li>• description of the Software Development Life-Cycle and Maintenance;</li> </ul>
	<ul style="list-style-type: none"> <li>• approach to segregation of environments (development, testing and deployment) and the number of environments;</li> </ul>
	<ul style="list-style-type: none"> <li>• Maintenance of standard and baseline codes and management of major releases;</li> </ul>
	<ul style="list-style-type: none"> <li>• gap analysis of baseline code to Contractor Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• development problem reporting, defect tracking and remediation;</li> </ul>
	<ul style="list-style-type: none"> <li>• code reviews and code development standards;</li> </ul>

	<ul style="list-style-type: none"> <li>• source control;</li> </ul>
	<ul style="list-style-type: none"> <li>• informal and internal testing methodology;</li> </ul>
	<ul style="list-style-type: none"> <li>• regression testing and security and vulnerability testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• development and integration approach for the major functional modules;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software Quality Control processes;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software end-user Documentation review and usability;</li> </ul>
	<ul style="list-style-type: none"> <li>• development Documentation;</li> </ul>
	<ul style="list-style-type: none"> <li>• technical Software code Documentation and standards for all code;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software configuration and change management approach and standards;</li> </ul>
	<ul style="list-style-type: none"> <li>• samples of detailed Software Documentation for both external and in-line Documentation;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software deployment approach, release management and validation and</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed Documentation of the development environment, including enough information that the environment could be completely replicated.</li> </ul>

#### 5.4.8 Master Test Plan (MTP)

1022	The Contractor shall provide to NCTA, for review, comment and final Approval a Master Test Plan (MTP) in accordance with the Approved Project Schedule that outlines the scope and testing concepts to be used to administrator each test identified in the Contract.
1023	The MTP shall document the methodology used to validate the Roadway System compliance to the Requirements and demonstrate the Roadway System satisfies the technical, functional and Performance Requirements of the Contract.
1024	The Approved Master Test Plan shall be used as the basis for the detailed test procedures that shall be submitted to NCTA for review and Approval.
1025	<p>The Master Test Plan shall cover all aspects of the RTCS and the RSS testing from initial development through deployment, Roadway Acceptance and Project Acceptance, including but not limited to:</p> <ul style="list-style-type: none"> <li>• overall approach to testing;</li> <li>• approach to each informal and formal testing;</li> <li>• approach to creation of data set for each test;</li> <li>• Software test automation tools utilized for each test;</li> <li>• approach to validating all System Requirements through the testing methodology;</li> <li>• approach to validating all System Business Rules through the testing methodology;</li> </ul>

	<ul style="list-style-type: none"> <li>• describe the entry and exit criteria for each test;</li> </ul>
	<ul style="list-style-type: none"> <li>• document the severity and Priority descriptions and levels for each test;</li> </ul>
	<ul style="list-style-type: none"> <li>• include a detailed schedule for each test identifying each test activity and resource;</li> </ul>
	<ul style="list-style-type: none"> <li>• describe the methodology for testing the Performance Requirements and sample size for each phase of testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• describe the methodology for load testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• describe the purpose; scope; duration; System resources, and human resources for all tests identified in the Scope of Work and Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• approach to validating all reporting Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• approach to end-to-end testing, validation and Reconciliation;</li> </ul>
	<ul style="list-style-type: none"> <li>• approach to interface testing and compliance to standards,</li> </ul>
	<ul style="list-style-type: none"> <li>• document how defects will be triaged; tracked; reported; resolved, and retested, including tools used to document defects, and</li> </ul>
	<ul style="list-style-type: none"> <li>• a set of regression test procedures that will be exercised each time Software changes are made after the Approval of the FAT.</li> </ul>
I026	<p>The Contractor shall provide detailed test procedures for NCTA’s Approval for each test outlined in the Requirements and Approved MTP, including but not limited:</p> <ul style="list-style-type: none"> <li>• test logistics including test vehicles; drivers and test Equipment;</li> <li>• test scenarios;</li> <li>• detailed test steps with expected outcomes;</li> <li>• test entry and exit criteria;</li> <li>• test preparation;</li> <li>• test data creation;</li> <li>• periodic status meetings;</li> <li>• all necessary human resources and</li> <li>• all necessary Hardware and Software.</li> </ul>
I027	<p>NCTA’s Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet the full Requirements of the Contract.</p>
I028	<p>The Contractor shall update the RTM linking every Requirement to a set of test cases to demonstrate the Requirement has been satisfied and which test satisfied the Requirement.</p>

### 5.4.9 Maintenance Plan

The Contractor shall submit Maintenance Plans listed below that describes how the Contractor plans to facilitate NCTA in performing the Maintenance of the RTCS: Roadside Systems, RSS, and all Hardware at the vaults/cabinets in accordance with the Requirements of the Contract. The Contractor shall have appropriate Documentation available to all Maintenance and Software Support personnel, as required to perform their respective duties.

#### 5.4.9.1. System Maintenance Plan

1029	<p>The System Maintenance Plan defines the approach to Services, staffing and resources to fulfill the System Maintenance Requirements. The Plan shall include:</p> <ul style="list-style-type: none"> <li>• organizational structure, organizational chart and job descriptions and responsibilities;</li> <li>• detailed matrix of responsibilities (NCTA and Contractor);</li> <li>• staffing Plan;</li> <li>• approach to staffing and training;</li> <li>• detailed System monitoring Requirements;</li> <li>• coverage and personnel locations;</li> <li>• Third-party System support agreements overview;</li> <li>• schedule of all System Maintenance activities;</li> <li>• all System Maintenance related communication methods;</li> <li>• Maintenance procedures, communication protocols and approval processes for System Upgrades, scheduled Maintenance activities, change management and scheduled downtime;</li> <li>• Maintenance procedures and communications protocols for unscheduled downtime;</li> <li>• communication protocol for coordination with NCTA Operations and third-party entities;</li> <li>• communication protocol for coordination with NCTA's existing system integrators;</li> <li>• trouble reporting processes;</li> <li>• escalation processes;</li> <li>• Spare parts levels and reorder thresholds, Equipment and Software warranty tracking and return material processes;</li> <li>• monitoring the MOMS Dashboard;</li> <li>• monitoring Maintenance performance for compliance to Performance Requirements;</li> <li>• sample Maintenance reports;</li> <li>• Equipment obsolescence/replacement/refresh schedule;</li> </ul>
------	--

	<ul style="list-style-type: none"> <li>Upgrades to third-party Software and tools;</li> </ul>
	<ul style="list-style-type: none"> <li>process in place to meet Maintenance Performance Requirements, and</li> </ul>
	<ul style="list-style-type: none"> <li>pervasive methodology and activities.</li> </ul>

#### 5.4.9.2. *Software Maintenance and Warranty Plan*

1030	<p>Software Maintenance and Warranty Plan shall define the approach to Services, staffing and resources to fulfill the Software Maintenance and Warranty Requirements including but not limited to:</p>
	<ul style="list-style-type: none"> <li>organizational structure, organizational chart and job descriptions and responsibilities;</li> </ul>
	<ul style="list-style-type: none"> <li>detailed matrix of responsibilities (NCTA and Contractor);</li> </ul>
	<ul style="list-style-type: none"> <li>staffing Plan;</li> </ul>
	<ul style="list-style-type: none"> <li>approach to staffing and training;</li> </ul>
	<ul style="list-style-type: none"> <li>approach to receiving and prioritizing Software defects (bugs);</li> </ul>
	<ul style="list-style-type: none"> <li>reporting, categorization, prioritization, remediation and disposition of Software defects;</li> </ul>
	<ul style="list-style-type: none"> <li>coverage and personnel locations;</li> </ul>
	<ul style="list-style-type: none"> <li>all Software Maintenance related communication methods;</li> </ul>
	<ul style="list-style-type: none"> <li>Maintenance procedures, communication protocols and approval processes for Software Upgrades, Software releases, testing, scheduled Maintenance activities, change management and scheduled downtime;</li> </ul>
	<ul style="list-style-type: none"> <li>Maintenance procedures and communications protocols for unscheduled downtime;</li> </ul>
	<ul style="list-style-type: none"> <li>trouble reporting processes;</li> </ul>
	<ul style="list-style-type: none"> <li>escalation processes;</li> </ul>
	<ul style="list-style-type: none"> <li>sample Maintenance reports;</li> </ul>
	<ul style="list-style-type: none"> <li>Software Updates and testing to comply with Interoperability specification changes, and third-party interface changes;</li> </ul>
	<ul style="list-style-type: none"> <li>Software and security Updates, remediation and testing to be compliant to PCI and NCTA Audit Requirements, and</li> </ul>
	<ul style="list-style-type: none"> <li>process in place to meet Maintenance Performance Requirements.</li> </ul>

#### 5.4.10 Disaster Recovery Plan

The Disaster Recovery Plan (DRP) shall be a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the RTCS.

1031	The Contractor shall develop and submit a DRP and subsequent DR Procedures that describe the approach, as well as activities and procedures that take place in the event of a disaster for each element of the RTCS.
1032	<p>The DRP shall document the Contractor’s approach to recovering from a disaster, including but not limited to:</p> <ul style="list-style-type: none"> <li>• events that constitute a disaster and party responsible for declaration of a disaster;</li> <li>• assessment of disaster risks;</li> <li>• mitigation of disaster risks;</li> <li>• preparations in the event of a disaster;</li> <li>• disaster declaration and DR process to invoke;</li> <li>• organization chart illustrating DR team members, roles and responsibilities;</li> <li>• notification contact list, including contact information;</li> <li>• notification protocol;</li> <li>• sites and Equipment for DR, presented in a diagram format;</li> <li>• DR process initiation and completion checklist;</li> <li>• Software and data replication processes;</li> <li>• detailed logistical processes for activation of DR site and systems;</li> <li>• detailed technical processes for activation of DR site and systems;</li> <li>• detailed procedures for failover and failback of the RSS including a check list for ensuring that it failed over and failed back properly;</li> <li>• detailed operational functions for activation of DR site and</li> <li>• detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed), Operations and Systems.</li> </ul>
1033	The DRP shall be tested no less than annually.
1034	The DRP shall include a Business Continuity Plan (BCP) that details the Contractor’s approach to accommodating the personnel, Equipment, Systems, network, applications and data components required to ensure the resumption and continuity of critical Roadway System processes.
1035	<p>The BCP shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Recovery Point Objective (RPO) maximum acceptable amount of data loss for all critical Roadway System Services after an unplanned data-loss incident, expressed as an amount of time;</li> </ul>

	<ul style="list-style-type: none"> <li>Recovery Time Objective (RTO) maximum acceptable amount of time for restoring a critical Roadway System Services and regaining access to data after an unplanned disruption;</li> </ul>
	<ul style="list-style-type: none"> <li>Level of Service (LOS) the combination of throughput and functionality required to sustain Roadway System business Operations;</li> </ul>
	<ul style="list-style-type: none"> <li>detailed description of how site and System security will be maintained to ensure continued compliance with security Requirements; and</li> </ul>
	<ul style="list-style-type: none"> <li>response plan in the event of a security breach or cyber-attack at the roadside network, or either RSS sites in accordance with the State of North Carolina Statewide Information Security Manual.</li> </ul>

5.4.11 Training Program and Plan

1036	The Contractor shall develop and submit a Training Plan for NCTA Approval in accordance with the Approved Project Schedule that describes the approach to training supervisors; auditors; administrators; end users; Maintenance and support personnel.
1037	The Training Plan shall describe the plan for training new personnel and shall outline the required operational/Maintenance and System knowledge for each position to be gained from the training.
1038	For each position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training. The Training Plan also shall include a schedule for follow-up training and continuing education for staff.
1039	The Training Plan shall provide a plan for cross-training staff from other areas of Operations or management for peak period, emergency or temporary assignments to provide for staff redundancy. The Training Plan also shall include the training schedule for regular staff training and continuing education/training.
1040	The Training Plan shall address the following areas including but not limited to:
	<ul style="list-style-type: none"> <li>overall description of the training program;</li> </ul>
	<ul style="list-style-type: none"> <li>training techniques;</li> </ul>
	<ul style="list-style-type: none"> <li>training delivery schedule;</li> </ul>
	<ul style="list-style-type: none"> <li>names and descriptions of each training class;</li> </ul>
	<ul style="list-style-type: none"> <li>purpose of each training class;</li> </ul>
	<ul style="list-style-type: none"> <li>who should attend the class;</li> </ul>
	<ul style="list-style-type: none"> <li>qualification requirements for trainer;</li> </ul>
	<ul style="list-style-type: none"> <li>minimum qualifications for personnel attending the class;</li> </ul>
	<ul style="list-style-type: none"> <li>duration of the class;</li> </ul>

	<ul style="list-style-type: none"> <li>• training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;</li> </ul>
	<ul style="list-style-type: none"> <li>• data preparation, such as users and test transactions;</li> </ul>
	<ul style="list-style-type: none"> <li>• trainee assessment and scoring methods;</li> </ul>
	<ul style="list-style-type: none"> <li>• trainee surveys and feedback;</li> </ul>
	<ul style="list-style-type: none"> <li>• required Equipment and</li> </ul>
	<ul style="list-style-type: none"> <li>• facility requirements.</li> </ul>
1041	Courses shall be limited to a maximum of eight (8) hours per day.
1042	The Contractor shall be responsible for maintaining a training database baseline and supporting data files that can be restored at the beginning of each training session.

#### 5.4.12 Third-Party Documentation

Third-Party Documentation includes standard commercial Documentation for third-party provided Hardware, Software, Services and materials.

1043	The Contractor shall catalogue all third-party Documentation and include the catalogue with the third-party document submissions.
1044	The Contractor shall provide and maintain standard, commercially available, updated Documentation for third-party provided Hardware, Software, Services and materials provided under this Contract. This set of third-party Documentation shall be retained at the NCTA offices for the duration of this Contract and upon termination of the Contract.
1045	All updated documents shall show the revisions and also include a version of the clean document.
1046	An electronic copy of all third-party COTS Hardware and Software installation and user manuals, with updates, shall be provided to NCTA. Acceptable electronic formats are Microsoft Office 2010 Suite or higher, unsecured PDF and professional CAD applications.
1047	Documentation shall include sufficient detail to describe the configuration of the Software as it was installed by the Contractor for the RTCS. These should include any customization or modifications made to the Software or configurations specific to the NCTA environments.
1048	The Contractor shall provide five (5) hard copies of all Hardware and Software installation and user manuals for custom-developed (non-COTS) third-party products and Services.

##### 5.4.12.1. Third-Party Software Documentation

1049	The Contractor shall provide third-party Software Documentation, including but not limited to:
	<ul style="list-style-type: none"> <li>• all user manuals;</li> </ul>
	<ul style="list-style-type: none"> <li>• programmer's reference manuals;</li> </ul>

	<ul style="list-style-type: none"> <li>warranty Documentation;</li> </ul>
	<ul style="list-style-type: none"> <li>installation manuals;</li> </ul>
	<ul style="list-style-type: none"> <li>Interface documents;</li> </ul>
	<ul style="list-style-type: none"> <li>Maintenance manuals and</li> </ul>
	<ul style="list-style-type: none"> <li>any other information required to utilize the Software, such as the operating System, utilities, programming languages, application Software and communications Software.</li> </ul>
1050	The third-party Software Documentation shall be provided by the Contractor in a standard and organized format, with appropriate labels, tabs and cross references to allow NCTA to easily access and reference information on each Software component on the System.

#### 5.4.12.2. *Third-Party Hardware Documentation*

1051	The Contractor shall provide third-party Hardware Documentation, including but not limited to:
	<ul style="list-style-type: none"> <li>all technical manuals;</li> </ul>
	<ul style="list-style-type: none"> <li>operator's guides;</li> </ul>
	<ul style="list-style-type: none"> <li>installation guides;</li> </ul>
	<ul style="list-style-type: none"> <li>warranty Documentation;</li> </ul>
	<ul style="list-style-type: none"> <li>Hardware reference manuals;</li> </ul>
	<ul style="list-style-type: none"> <li>available options and versions;</li> </ul>
	<ul style="list-style-type: none"> <li>catalogs, components and</li> </ul>
	<ul style="list-style-type: none"> <li>illustrated parts lists.</li> </ul>
1052	The Contractor shall provide all third-party Hardware Documentation in a standard and organized format, with appropriate labels, tabs and cross references to allow NCTA to easily access and reference Hardware information on each Equipment component.
1053	Third-party Hardware Documentation shall include sufficient detail to describe the configuration of the Hardware as it was installed by the Contractor for the Roadway System.

## 5.5 Manual Requirements

Various manuals shall be provided as described below to allow NCTA to understand the Operations of the RTCS, including the Roadside System and RSS. New manuals developed under this Contract that are not standard commercial catalogs or manuals, shall meet the Requirements set forth in this section.

1054	The Contractor shall submit the Project manuals to NCTA for review and Approval in accordance with the Approved Project Schedule.
------	---

I055	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".
I056	Each manual shall include, but not be limited to: <ul style="list-style-type: none"> <li>• a title sheet;</li> <li>• revision history;</li> <li>• table of contents;</li> <li>• list of illustrations (if applicable);</li> <li>• list of reference drawings and Exhibits (if applicable) and</li> <li>• a parts list (if applicable).</li> </ul>
I057	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.
I058	All manuals prepared for NCTA under this Contract shall be produced, or editable, using Microsoft Office 2010 Suite (or higher). In addition, electronic copies of manuals shall be provided in native file format and unsecured PDF, if requested by NCTA.
I059	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the Documentation for the manuals.

### 5.5.1 Manual Submissions and Quantities

I060	The Contractor shall submit hard copies of manuals to NCTA in the quantities listed in the table below.
I061	The Contractor shall submit electronic copies of all manuals listed below.
I062	All manuals shall be maintained in electronic format in the Contractor's document management System.
I063	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements under the Contract.

**Table 3: Manual Requirements**

Manual Name	Quantity
RTCS System Maintenance Manual	5
Standard Operating Procedures for Image Review	10
Roadway System Reconciliation and Audit Manual	5
Roadway Support System (RSS) Administration Manual	5
Roadway Support System (RSS) User Manual	10

## 5.5.2 Manuals to be Submitted

## 5.5.2.1. RTCS System Maintenance Manual

1064	The Contractor shall submit RTCS System Maintenance Manual prepared for properly trained technical personnel assigned to the Maintenance of the Hardware and Software installed under this Contract.
1065	<p>The Roadway System Maintenance Manual shall document information required to support Roadside Maintenance and repair activities, including but not limited to:</p> <ul style="list-style-type: none"> <li>• lane Equipment layout for each Tolling Location Type;</li> <li>• schematics and layouts of the Hardware in the lane cabinets, Equipment racks and the interconnection diagrams;</li> <li>• parts lists required to service each piece of Hardware installed under this Contract;</li> <li>• general and detailed description and concepts of lane Operations and functions;</li> <li>• detailed lane monitoring activities, specialty tools and schedule;</li> <li>• detailed Software monitoring activities and troubleshooting procedures;</li> <li>• Maintenance instructions to repair and replace parts and modules;</li> <li>• mechanical functions and installation of all Hardware;</li> <li>• listing of all event and error logs;</li> <li>• testing and basic troubleshooting procedures and</li> <li>• Preventative, pervasive and corrective Maintenance procedures.</li> </ul>
1066	<p>The RTCS System Maintenance Manual shall document information required to support RSS monitoring, including but not limited to:</p> <ul style="list-style-type: none"> <li>• all Dashboards, monitoring screens, notifications and data that needs to be checked;</li> <li>• listing of all jobs/process, their dependencies and their schedule;</li> <li>• listing of all folders and directories that need to be checked;</li> <li>• details related to the activity that needs to be checked;</li> <li>• frequency of the validations;</li> <li>• actions to take when results are not as expected;</li> <li>• notification and escalation process;</li> <li>• basic troubleshooting procedures, and</li> <li>• creation of work orders in MOMS.</li> </ul>

I067	Provide description about the tools and Software for personnel to record the monitoring activity and instructions to use the tools/Software.
I068	The RTCS System Maintenance Manual shall document information required to support RSS Maintenance and repair activities including but not limited to: <ul style="list-style-type: none"> <li>• detailed Hardware Maintenance activities and schedule;</li> <li>• detailed database Maintenance activities and schedule;</li> <li>• detailed Software monitoring activities and schedule;</li> <li>• detailed monitoring procedures for file transfers and exception handling;</li> <li>• detailed procedures and processes for all Maintenance activities;</li> <li>• detailed procedures for backup, archiving and purging of data;</li> <li>• detailed procedures for testing DR systems;</li> <li>• detailed schedule for desktop and peripheral preventive Maintenance activities;</li> <li>• detailed schedule for all preventative Maintenance activities;</li> <li>• technical contact lists for all external interfaces and NCTA system integrators;</li> <li>• technical contact lists for Hardware and Software providers and</li> <li>• details and copies of all third-party System support agreements.</li> </ul>
I069	Standard service manuals for commercial products used for the Equipment shall be acceptable if they contain sufficient information to properly service the Equipment.
I070	Large-size logic diagrams and mechanical assembly diagrams do not have to be reduced or incorporated into the manuals if these drawings are provided with the manuals and presented in a useable and durable form.
I071	Photographic Documentation of Equipment with appropriate labels and call-outs are satisfactory if they contain sufficient information to properly identify components, parts and features.

#### 5.5.2.2. *Standard Operating Procedures for Image Review*

I072	Standard Operating Procedures shall provide a description of the policies and detailed, step-by-step procedures for every task that the image review personnel have to perform in the operation of the System. Screen shots shall be included in the detailed description of the task.
I073	Standard Operating Procedures shall integrate the Roadway System application with the associated manual procedures required to fully complete each task, including but not limited to: <ul style="list-style-type: none"> <li>• Image review clerk activities;</li> </ul>

	<ul style="list-style-type: none"> <li>• Image review supervisor activities;</li> </ul>
	<ul style="list-style-type: none"> <li>• Image review QA management;</li> </ul>
	<ul style="list-style-type: none"> <li>• audit and reconciliation and</li> </ul>
	<ul style="list-style-type: none"> <li>• Operations monitoring.</li> </ul>

#### 5.5.2.3. *Reconciliation and Audit Manual*

1074	The Reconciliation and Audit Manual shall detail all procedures used to reconcile the System and audit the toll Operations.
1075	The reconciliation of electronic transactions and revenue within the System and reconciliation of transactions to the existing NCTA CSC Back Office shall be fully described.
1076	Investigation of variances, discrepancies and exceptions processing shall be described.
1077	A detailed description of the screens, reports, and functions shall be provided that will allow a qualified auditor to access, understand and work with the all financial aspects of the System.
1078	A complete description of all audit procedures and a non-technical description of the screens, reports, and functions shall be provided.
1079	The manual shall contain illustrations and pictorial diagrams to demonstrate the step-by-step Operations required for performing the audit and reconciliation functions.
1080	The manual shall contain Quality Control and audit procedures to ensure Systems, Maintenance, and Operations meet the Performance Requirements.
1081	Samples of all reports shall be included in an attachment to the manual with any specific instructions that may be applicable to a given report. Reports included in the Submittal shall have correct and accurate data and this manual shall be used to train the auditors validate the System.

#### 5.5.2.4. *Roadway Support System (RSS) Administrators Manual*

1082	The Contractor shall provide an RSS Administration Manual that serves as a guide to the overall management and administration of the RSS and shall include:
	<ul style="list-style-type: none"> <li>• description of the programs and processes that need to be monitored to ensure that the System is operational;</li> </ul>
	<ul style="list-style-type: none"> <li>• procedures for validating tasks, processes and jobs have successfully completed, and errors and exceptions encountered;</li> </ul>
	<ul style="list-style-type: none"> <li>• procedures for validating the successful transfer and receipt of files for all interfaces, including RSS and existing NCTA CSC Back Office;</li> </ul>

	<ul style="list-style-type: none"> <li>• a listing of all the error codes, their meaning and potential associated problems shall be included in the manual, with a step by step guide to troubleshooting and correcting the problem, including any specialty tools and/or software currently in use to debug, validate and correct the problem;</li> </ul>
	<ul style="list-style-type: none"> <li>• all database Design, and database Maintenance activities required to keep the System operational shall also be clearly documented, including the scheduling of such activities;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed procedures for backup, archiving and purging data;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed schedule for all preventative Maintenance activities;</li> </ul>
	<ul style="list-style-type: none"> <li>• technical contact lists for Hardware and Software providers;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed procedures for monitoring System security;</li> </ul>
	<ul style="list-style-type: none"> <li>• details and copies of all third-party System support agreements;</li> </ul>
	<ul style="list-style-type: none"> <li>• ad-hoc reporting tools and use of the tools to generate ad-hoc reports shall be documented, and</li> </ul>
	<ul style="list-style-type: none"> <li>• details of monitoring tools supplied by the Contractor to include but not limited to Roadway and MOMS Dashboards and MOMS.</li> </ul>

5.5.2.5. *RTCS System User Manual*

The Contractor shall develop and provide a comprehensive set of System Documentation and user manuals for the RTCS System users. At a minimum, the Documentation shall include all user and training manuals, screen layouts, reports definitions and data flow diagrams.

1083	The Contractor shall develop and submit RTCS System User Manuals to be used by NCTA staff to operate the toll collection System and for training purposes.
1084	The Contractor shall develop a separate manual for each job category that details all the processes, procedures and policies developed by the Contractor and Approved by NCTA required to fulfill the Requirements of each specific job description.
1085	The manual shall include screen images detailing the step-by-step activities that need to be completed in order to fulfill a specific functionality.
1086	The manual shall not include any information that could jeopardize the integrity of toll Operations or the toll collection System.
1087	Each User Manual shall include but not be limited to:
	<ul style="list-style-type: none"> <li>• step-by-step actions to take to complete an operation;</li> </ul>
	<ul style="list-style-type: none"> <li>• screen images detailing the step-by-step activities needed to fulfill a specific functionality;</li> </ul>
	<ul style="list-style-type: none"> <li>• flowcharts to provide NCTA staff a clear understanding of the workflow;</li> </ul>
	<ul style="list-style-type: none"> <li>• all screens, reports and data fields, clearly explained using sample formats applicable to the RSS and</li> </ul>

	<ul style="list-style-type: none"> <li>• samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.</li> </ul>
--	--

5.5.3 As-Built Documentation

Prior to NCTA Acceptance of each Roadway, As-Built Documentation shall be provided that documents the final Roadway System Design and implementation.

5.5.3.1. System Detailed Design Document

1088	After the Approval of the Operational and Acceptance Test for each Roadway and prior to NCTA Acceptance of the RTCS System, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the System development, implementation, and testing phases.
1089	The Contractor shall submit two (2) hard copies in addition to the electronic version of the As-Built SDDD.

5.5.3.2. As-Built Drawings

1090	The Contractor shall provide to NCTA a complete set of As-Built Drawings which shall be delivered as two (2) full-size and five (5) half-size complete sets of prints, and shall deliver the same in electronic format for all Equipment installed and furnished under this Contract.
1091	As material changes are made to the System the Contractor shall update the As-Built Drawings to reflect the current status.
1092	The sets shall include, but not be limited to: <ul style="list-style-type: none"> <li>• all schematics;</li> <li>• logic diagrams;</li> <li>• layouts;</li> <li>• wiring diagrams;</li> <li>• interconnection diagrams;</li> <li>• all attachment Hardware details;</li> <li>• installation diagrams;</li> <li>• cable schedule;</li> <li>• Interface details;</li> <li>• facility build-out details and</li> <li>• network diagrams, so as to provide a complete record of the As-Built status of the Equipment.</li> </ul>

I093	All drawing revisions to standard commercial assemblies or components of the Equipment shall be included in the As-Built Drawing set.
I094	All As-Built Drawings shall contain a table of contents that shall include a listing of all drawings with headings for drawing number, drawing title, revisions number and date, and the type of material list, wiring diagram, wire list, specification control drawing, or similar categories.
I095	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.
I096	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final As-Built Drawing package shall include all updated installation drawings, shop drawings and sketches, Plans and other drawing types that were used to install the Roadway System.
I097	All other Documentation used regarding the installation also shall be finalized and submitted as part of the As-Built Drawing Submittal.

## 5.6 Quality Assurance Program

The Contractor shall establish and maintain an effective Quality Assurance (QA) program on all aspects of the Project to ensure compliance with the Contract. This Quality Assurance Plan will detail the process and procedures instituted by the Contractor to ensure the QA program is in place.

I098	The Contractor shall establish and maintain an effective Quality Assurance (QA) program that ensures adequate quality throughout all areas of Project Contract performance.
I099	All supplies and Services under this Contract, whether manufactured or performed within the Contractor's facilities or at any other source, shall be controlled by the Contractor at all points necessary to ensure conformance to the Requirements of the Contract.
I100	Purchase, delivery, verification, testing and assembly of Equipment, Hardware and Software conducted within the Contractor's facilities and onsite shall be controlled completely by the Contractor.
I101	Delivery, verification, testing and assembly of Servers and network Equipment conducted within the Contractor's facilities shall be controlled completely by the Contractor.
I102	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.
I103	The QA program shall include effective Quality Control of purchased materials and Subcontracted Work.
I104	The Contractor shall make objective evidence of quality conformance readily available to NCTA, and NCTA shall have the right to review and verify the Contractor's compliance to the process.

## 5.6.1 Records

1105	The Contractor shall maintain records or data essential to providing objective evidence of quality until the expiration of the Contract and these records shall be made available to NCTA upon request.
1106	Quality-related records and data shall include but not be limited to: <ul style="list-style-type: none"> <li>• inspection and test results;</li> <li>• records of Subcontractor QA programs;</li> <li>• cost records pertinent to Acceptance of nonconforming material;</li> <li>• inspection check-off of Constructor work;</li> <li>• change request Documentation;</li> <li>• Design reviews and walkthroughs and</li> <li>• results of internal and Contractor audits.</li> </ul>
1107	Records shall be maintained in a manner that allows for easy access and analysis of the status of the overall QA Program.

## 5.6.2 Control of Purchase

1108	The Contractor shall be responsible for ensuring that all supplies, components, developmental tools, assemblies, subassemblies, and Services procured from Subcontractors and vendors conform to the technical requirements and Contract.
1109	The Contractor shall have a Quality Control process in place for tracking and handling non-conforming Equipment and products.
1110	The Contractor's responsibility includes the establishment of procedures for the selection of qualified Suppliers. In selecting qualified Suppliers, the Contractor shall ensure that the Subcontractors and vendors control the quality of the supplies and Services provided.

## 5.6.3 Handling, Storage and Delivery

1111	The Contractor shall document the approach to assembly of the Equipment, including the location where Equipment and Systems are assembled.
1112	The Contractor's QA Program shall provide for adequate and documented handling, storage, preservation, packaging, and shipping instructions to protect the quality of products.
1113	All NCTA assets shall be tracked and entered into the MOMS inventory and the location of each asset shall be recorded.
1114	Any unique or special Requirements applicable to procured items shall be delineated in the procurement documents. All procurement documents shall be made available to NCTA upon request.

#### 5.6.4 Inspection at Subcontractor-Vendor Facilities

1115	NCTA reserves the right to inspect, at the source, supplies or Services not fabricated or performed within the Contractor's facility.
1116	NCTA's inspection shall not constitute Acceptance, nor shall it in any way replace the Contractor's inspection activity or relieve the Contractor of the responsibility to furnish an acceptable end product.

#### 5.6.5 Access to/Inspection of Contractor's Facilities

1117	Upon request, NCTA or its designated representative shall have access to the Contractor's facilities and personnel.
1118	This access may be restricted to those portions of the facilities and personnel involved with or who are otherwise performing Work under this Contract.
1119	Such access shall be for the purpose of inspecting the facilities; verifying progress; inspection of materials; Work-in-progress; or finished goods, or verifying test performance or results.
1120	NCTA's inspection shall not constitute Acceptance or Approval, nor shall it in any way replace the Contractor's inspection activity or relieve the Contractor of the responsibility to furnish an acceptable end product.

### 5.7 Training

The Contractor shall provide comprehensive training for all aspects of the RTCS System, including but not limited to the Operations, System monitoring, problem detection and resolution, reconciliation and audit, and Maintenance of the RTCS. The training program will recognize and incorporate the plan for NCTA to operate the toll collection System. As such NCTA Operations staff will be fully trained to successfully perform all aspects of the toll collection Operations.

#### 5.7.1 Overview of Training Program

1121	The Contractor shall be solely responsible for supplying all items necessary, including but not limited to training Documentation, Software, Hardware and any other Equipment required to complete the delivery of the training program.
1122	The Contractor's program shall include but not be limited to instruction, models/devices, manuals, diagrams and component manuals and catalogs as required.
1123	Where practical and useful, the Contractor's training shall be hands on and use actual Hardware and Software in the training environment.
1124	The Contractor shall produce all training materials and manuals in hard copies sufficient to provide one (1) reproducible set of the latest Documentation in electronic form to be used and printed for future training sessions.
1125	The Contractor shall ensure NCTA or their representatives have the right to attend any training sessions and to make recordings and copies of all training program materials for their use in training new employees.

I126	The Contractor shall obtain releases from all employees/Subcontractors to allow unlimited, royalty free use and copies of PII compliant recordings and provide the same to NCTA upon request.
------	---

### 5.7.2 Training Requirements

I127	The Contractor shall provide the training courses listed below for NCTA's personnel in accordance with the Approved Training Plan, including but not limited to the provision of all training manuals (including Contractor- provided manuals or relevant portions thereof), guides, training aids, as well as student and instructor work books accompanying the courses listed in the sections below.
I128	NCTA may require additional courses be offered or additional personnel be provided training. The Contractor shall accommodate these requests to the extent possible with onsite personnel and Documentation that is readily available.
I129	Lane level training shall include toll collection training and an overview of toll Operations and lane peripherals and creation of transaction data and their flow through the System.
I130	All RSS training shall include a review and description of each of the appropriate RSS processes and procedures with actual RSS Software. All students shall have their own workstation and interact directly with the training environment.

#### 5.7.2.1. System Operation Overview

I131	The Contractor shall provide a System operation overview training course for NCTA's management personnel who require a general understanding of all aspects of the operation, including but not limited to personnel from senior management, procurement, information technology, marketing and public information.
I132	The System Operations training shall include an overview of all aspects of the RTCS and RSS including System architecture, roadside devices, lane Operations, security access and monitoring, RSS Operations, DVAS, MOMS, System Operations, interface to the existing NCTA CSC Back Office network, and any other operational area of the RTCS.
I133	System Operation Overview training will be conducted in one session with a class size of up to ten (10) people, for a minimum of four (4) hours.

#### 5.7.2.2. Audit and Reconciliation and Roadway Support System (RSS) Operations

I134	The Contractor shall provide an audit and reconciliation training course for NCTA's Operations and auditing staff to understand all aspects of the operation, particularly those related to audit and reconciliation.
I135	Training shall include step-by-step description of the use of the System application to perform the audit and reconciliation functions.
I136	Course shall include training all personnel who require a detailed understanding of the Operations of the RSS and how to access and view information and reports from the System on items such as status, alarms, performance, transactions and revenue.

I137	Audit and reconciliation and Operations training will be conducted in one (1) session with a class size of up to five (5) people, for a minimum of four (4) hours.
------	--

#### 5.7.2.3. *Image Review Operations*

I138	The Image Review Operations training shall be attended by Contractor staff responsible for the manual image review and verification of the ICPS transactions, including image review clerks, supervisors, and QA staff. NCTA Operations staff will also attend these class sessions. The training shall include instruction, review and description of the processes and procedures relating to image review Operations activities to ensure that Image Review Performance Requirements are met. A training RSS and sufficient workstations for each training participant shall be used to create real-life examples to reinforce the training activity.
I139	Multiple sessions of this course, at varying times to accommodate different shifts, will be required with a class size of up to 12 (twelve) people with a minimum of eight (8) hours per training class.

#### 5.7.2.4. *RTCS Maintenance*

I140	To be attended by all Maintenance personnel and NCTA/NCDOT staff who require a detailed understanding of the Maintenance and troubleshooting for the RTCS, including the Roadside System and RSS (Toll Host System, DVAS, MOMS, Image Servers, etc.). Training shall be a combination of class room and on the job training (OJT).
I141	RTCS System Maintenance training will be conducted in two (2) sessions with a class size of up to eight (8) people, for a minimum of forty (40) hours per session.

#### 5.7.2.5. *System Monitoring and Roadway Support System (RSS) Administration*

I142	The Contractor shall provide a System Monitoring and Administration training course for all personnel who require a detailed understanding of the System monitoring functions and management and administration of the interfaces, Software, database, applications, configurations and architecture of the RSS.
I143	<p>The Contractor shall provide various training programs that include but are not limited to:</p> <ul style="list-style-type: none"> <li>• an in depth explanation of the System Operations, including all Interfaces, file/data transfers and interconnections;</li> <li>• functions of the monitoring and tools used to manage monitoring tasks;</li> <li>• functions of the DVAS;</li> <li>• functions of the MOMS;</li> <li>• RSS logs, error logs and processing of exceptions;</li> <li>• System dataflow and workflow queues;</li> <li>• explanation of the Dashboard data and analysis;</li> </ul>

	<ul style="list-style-type: none"> <li>• special use and monitoring tools and</li> </ul>
	<ul style="list-style-type: none"> <li>• queries and reports.</li> </ul>
I144	System Monitoring and RSS Administration training will be conducted in one (1) session with a class size of up to five (5) people, for a minimum of eight (8) hours.
I145	The Contractor shall ensure the System monitoring staff are properly trained in the Requirements of monitoring the RTCS and its uninterrupted Operations.
I146	The Contractor shall provide a minimum of one (1) weeks of classroom and on-the-job training (OJT) to all personnel in their respective area of responsibility before such personnel are assigned monitoring duties.
I147	The Contractor shall provide Documentation this initial training has been successfully completed.
I148	All System monitoring personnel shall attend the training sessions. NCTA's technical staff also shall attend all training sessions.
I149	The Contractor shall keep accurate training records on all Maintenance and Software support services personnel. NCTA shall be permitted to review and verify Maintenance and Software support services personnel qualifications and training records at any time. Evidence of completion of training by Contractor personnel shall be provided to NCTA upon request.

### 5.7.3 Training Facilities

I150	The Contractor shall conduct training at classroom facilities provided by the Contractor and Approved by NCTA. Following review of Contractor's Training Plan, NCTA will confirm that it has the requisite space to accommodate the level of effort and physical requirements for each training session.
------	--

### 5.7.4 Scheduling and Preparation for Training

I151	It shall be the Contractor's responsibility to provide sufficient notice to NCTA on the types of training it will provide and the timing for each training session. NCTA will identify a list of participants that Contractor shall notify to schedule their participation in the training.
I152	The Contractor shall perform all scheduling activities and shall make every attempt necessary to accommodate the maximum number of persons for each training session given scheduling conflicts. Contractor shall provide sufficient notice to allow participants a reasonable lead time.
I153	The Contractor shall notify NCTA of the dates or range of dates it would like to hold a training session at the NCTA offices and shall coordinate with the NCDOT IT office and Administrative services staff to arrange the proper classroom setting and computer Hardware and Software are installed and the space configured for each training session.

## 5.7.5 Training Materials

1154	Draft copies of all training materials shall be submitted to NCTA for review, comment and Approval, prior to final printing of quantities required for training.
1155	NCTA shall have the right to require additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.
1156	For each course described in the section above, Contractor shall provide the materials listed below.

5.7.5.1. *Instructor Guides*

1157	The Contractor shall provide an instructor guide for each training course. The guide shall include the following elements:
	<ul style="list-style-type: none"> <li>• course agenda;</li> </ul>
	<ul style="list-style-type: none"> <li>• course objective;</li> </ul>
	<ul style="list-style-type: none"> <li>• procedures for managing training session;</li> </ul>
	<ul style="list-style-type: none"> <li>• resource and facilities required, including laptops, power and communications requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• detailed lesson plans;</li> </ul>
	<ul style="list-style-type: none"> <li>• a description of training aids and items to aid in on the job performance (e.g., where applicable, pocket guides or reference sheets);</li> </ul>
	<ul style="list-style-type: none"> <li>• test to be administered to assure satisfactory completion;</li> </ul>
	<ul style="list-style-type: none"> <li>• instructions for using any audio-visual support Equipment or materials and</li> </ul>
	<ul style="list-style-type: none"> <li>• student survey to obtain feedback on the training sessions and the training materials.</li> </ul>

5.7.5.2. *Training Aids/Devices*

1158	The Contractor shall provide training aids such as mock-ups, scale models, overhead displays, video demonstrations, and simulations as are necessary to successfully complete the course agenda and meet the course objective.
1159	The Contractor shall provide all the System devices and Hardware required for the training.
1160	The Contractor shall provide users a way to access training documents, aids and tips in an online, electronic format.

5.7.5.3. *Student Workbook*

1161	For each course, the Contractor shall provide a student workbook, including but not limited to:
------	---

	<ul style="list-style-type: none"> <li>• course agenda;</li> </ul>
	<ul style="list-style-type: none"> <li>• course objectives;</li> </ul>
	<ul style="list-style-type: none"> <li>• schedule of sessions;</li> </ul>
	<ul style="list-style-type: none"> <li>• copies of all overheads and visuals and</li> </ul>
	<ul style="list-style-type: none"> <li>• lesson outlines and summaries.</li> </ul>
1162	Materials such as Operations and user manuals may be used to supplement the material provided in the student workbook.
1163	To the extent that the user manuals (and training aids) are appropriately detailed and fit for training purposes they shall be used for training. If NCTA deems they are not sufficiently detail then supplementary training material shall be provided.
1164	If such material is used appropriate cross-references shall be included in the Student Workbook so as to identify the complete set of training materials provided to the student.

#### 5.7.6 Training Room Set-up and Software Installation

1165	Contractor shall be responsible for loading any special Software required on the classroom computers (provided by the Contractor).
1166	It is the Contractor's responsibility to ensure that the Software is operating as expected on each of the classroom computers.
1167	It is also the Contractor's responsibility to ensure that appropriate communications are in place and devices are functioning prior to the start of the training.

## 6. ROADWAY SYSTEM TESTING REQUIREMENTS

### 6.1 Roadway System Testing Concept

NCTA is planning a Roadway Project Phased Approach to deploying the new toll collection System on the NCTA Roadways with the implementation of US-74 Express Lanes and Monroe Expressway occurring first with the implementation of the other Roadways occurring later if the option is exercised. Given the extended duration of the Project, and the potential differences in the various Roadway System solutions, the Contractor shall conduct the following tests when the option to implement each optional Roadway is exercised.

1168	<p>Various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections) shall be prepared and conducted by the Contractor on all Roadways, including but not limited to:</p> <ul style="list-style-type: none"> <li>• US-74 Express Lanes; <ul style="list-style-type: none"> <li>○ FAT</li> </ul> </li> </ul>
------	--

	<ul style="list-style-type: none"> <li>○ OIT</li> </ul>
	<ul style="list-style-type: none"> <li>○ Installation and Commissioning Test;</li> </ul>
	<ul style="list-style-type: none"> <li>○ Operational and Acceptance test;</li> </ul>
	<ul style="list-style-type: none"> <li>● Monroe Expressway;</li> </ul>
	<ul style="list-style-type: none"> <li>○ FAT</li> </ul>
	<ul style="list-style-type: none"> <li>○ OIT</li> </ul>
	<ul style="list-style-type: none"> <li>○ Installation and Commissioning Test;</li> </ul>
	<ul style="list-style-type: none"> <li>○ Operational and Acceptance test;</li> </ul>
	<ul style="list-style-type: none"> <li>● Additional Express Lanes (Optional);</li> </ul>

6.1.1 General

The Requirements described in this section detail the labor, materials, facility, and support Services necessary to test the RTCS Roadside Systems and RSS and its interface to the existing NCTA CSC Back Office.

The Contractor shall prepare and conduct tests that validate adherence to the Requirements that guided its Design and development, compliance to Approved Design and Business Rules and demonstrate the RTCS functionality.

1169	The Contractor shall be responsible for all aspects of testing performed as part of the Contract and to provide all necessary resources and facilities to conduct all tests including but not limited to:
	<ul style="list-style-type: none"> <li>● test support personnel;</li> </ul>
	<ul style="list-style-type: none"> <li>● vehicles and drivers;</li> </ul>
	<ul style="list-style-type: none"> <li>● test facilities;</li> </ul>
	<ul style="list-style-type: none"> <li>● test Equipment, tools and safety devices;</li> </ul>
	<ul style="list-style-type: none"> <li>● test schedule and test sequence;</li> </ul>
	<ul style="list-style-type: none"> <li>● coordination with NCTA and existing system integrators;</li> </ul>
	<ul style="list-style-type: none"> <li>● coordination of lane closures and MOT, and</li> </ul>
	<ul style="list-style-type: none"> <li>● conducting the test.</li> </ul>
1170	The Contractor shall to the extent possible, develop and use specialized automated testing Software to, including but not limited to:
	<ul style="list-style-type: none"> <li>● create test scripts;</li> </ul>

	<ul style="list-style-type: none"> <li>• control the automated testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• exercise all conditions, configurations and scenarios;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct performance testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct security testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct regression testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• compare actual test outcomes to expected outcomes;</li> </ul>
	<ul style="list-style-type: none"> <li>• test reporting;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct load testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct user Interface testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct stress testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• WAN / MAN / LAN traffic testing;</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct sustained operational testing and</li> </ul>
	<ul style="list-style-type: none"> <li>• conduct sustained burn-in testing.</li> </ul>
I171	The Contractor shall provide a defect tracking system, accessible by NCTA, to document and track all defects identified as part of RTCS testing and any subsequent actions taken to correct and retest those defects.
I172	The defect tracking system shall be capable of the following, including but not limited to:
	<ul style="list-style-type: none"> <li>• rating (severity) defects;</li> </ul>
	<ul style="list-style-type: none"> <li>• categorizing defects;</li> </ul>
	<ul style="list-style-type: none"> <li>• prioritizing defects;</li> </ul>
	<ul style="list-style-type: none"> <li>• logging the date/time the defect was reported;</li> </ul>
	<ul style="list-style-type: none"> <li>• subsystems and test cases impacted by the defect;</li> </ul>
	<ul style="list-style-type: none"> <li>• the user who reported the defect;</li> </ul>
	<ul style="list-style-type: none"> <li>• the erroneous behavior;</li> </ul>
	<ul style="list-style-type: none"> <li>• the details on how to reproduce the defect;</li> </ul>
	<ul style="list-style-type: none"> <li>• the developers who worked on the defect and corrective action taken;</li> </ul>
	<ul style="list-style-type: none"> <li>• date the defect was corrected and formally re-tested;</li> </ul>
	<ul style="list-style-type: none"> <li>• life-cycle tracking and</li> </ul>
	<ul style="list-style-type: none"> <li>• reporting.</li> </ul>

## 6.1.2 Master Test Plan

1173	The Contractor shall provide to NCTA, for review, comment and final Approval a Master Test Plan that outlines the scope and testing concepts to be used to validate the RTCS compliance to the Requirements in the Contract and integration to the existing NCTA CSC Back Office.
1174	The Approved Master Test Plan shall be used as the basis for the detailed test procedures that shall be submitted to NCTA for review and Approval.
1175	The Master Test Plan shall cover all aspects of the RTCS Roadside and RSS testing from initial development through deployment, Roadway System Acceptance and Project Acceptance as defined in the Approved Master Test Plan document as described in section 5.4.8.

## 6.1.3 Testing Sequence and Logistics

1176	The Contractor shall obtain Approval from NCTA and shall have met the entry conditions prior to start of each test, including but not limited to: <ul style="list-style-type: none"> <li>• Approval of all predecessor tests;</li> <li>• Approved test procedures for each individual test;</li> <li>• Approved test schedule;</li> <li>• successful closeout of all outstanding pre-test issues;</li> <li>• successful dry run testing with results provided to NCTA;</li> <li>• Submittal of the latest Approved version of the RTM showing test validation against the Requirements and</li> <li>• confirmation that both the site(s) and System are ready for testing.</li> </ul>
1177	After the completion of each test, the Contractor shall submit for NCTA's review and Approval a test report that documents the results of the test.
1178	The test report shall address the following, including but not limited to: <ul style="list-style-type: none"> <li>• the test summary;</li> <li>• the results of each test case;</li> <li>• any anomalies and issues identified;</li> <li>• the corrective action/resolution of each item;</li> <li>• the test data;</li> <li>• calculations and back-up data supporting compliance to Requirements;</li> <li>• comments provided by NCTA and</li> <li>• the results of any re-tests necessary to successfully complete each testing phase</li> </ul>

1179	NCTA shall participate in the testing and witness each test. NCTA shall have full access to the test data and results of the test.
1180	Testing will not be considered complete by NCTA until all anomalies and “punch-list” items are closed-out, and the final test report is Approved by NCTA.
1181	Testing shall occur in the following order, subject to NCTA’s Approval of the final Master Test Plan and shall include the following tests for each facility transition at a minimum:
	<ul style="list-style-type: none"> <li>• Factory Acceptance Test (FAT);</li> </ul>
	<ul style="list-style-type: none"> <li>• Onsite Installation Test (OIT); (also may be referred to as Site Acceptance Test)</li> </ul>
	<ul style="list-style-type: none"> <li>• Installation and Commissioning Test;</li> </ul>
	<ul style="list-style-type: none"> <li>• Operational and Acceptance Test;</li> </ul>

## 6.2 Factory Acceptance Test (FAT)

1182	A separate and distinct FAT shall be conducted by the Contractor for each solution configuration required by each of the respective Projects and schedule, including the Monroe Expressway and US-74 Express Lanes Projects.
1183	The FAT shall be conducted by the Contractor at the Contractor’s facility in actual lanes with the complete test RTCS System in accordance with the Approved MTP described in Section 5.4.8 Master Test Plan (MTP), detailed testing procedures and Project schedule.
1184	The test configuration shall be representative of the Contractor’s AET Facility and Express Lane solutions for each lane configuration as required by each of the respective Projects.
1185	The FAT shall be conducted by the Contractor to verify that all functional elements of the RTCS System are in conformance with the Contract Requirements.
1186	Upon the successful completion of the FAT exit criteria and Approval of the FAT by NCTA, the Contractor shall be given the authorization to move forward to the Onsite Installation Test (OIT) at the selected Tolling Locations.
1187	The FAT shall validate that the Roadway System Hardware meets the Requirements of the Contract including but not limited to:
	<ul style="list-style-type: none"> <li>• 72-hour burn-in testing for customized and assembled Hardware and</li> </ul>
	<ul style="list-style-type: none"> <li>• Certification of Hardware compliance to environmental Requirements.</li> </ul>
1188	The FAT shall validate that the Roadside System meets the Requirements of the Contract including but not limited to:
	<ul style="list-style-type: none"> <li>• accurate assignment and proper framing of each vehicle through various traffic conditions and test scenarios;</li> </ul>
	<ul style="list-style-type: none"> <li>• accurate capture of images and association of Transponders and images to the correct vehicles;</li> </ul>

	<ul style="list-style-type: none"> <li>• accurate classification of vehicles, assessment of fare and processing of the transaction;</li> </ul>
	<ul style="list-style-type: none"> <li>• compliance to accuracy Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• all exception processing Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• correct application of Business Rules;</li> </ul>
	<ul style="list-style-type: none"> <li>• degraded mode scenarios;</li> </ul>
	<ul style="list-style-type: none"> <li>• all device failure conditions;</li> </ul>
	<ul style="list-style-type: none"> <li>• rush-hour traffic scenarios;</li> </ul>
	<ul style="list-style-type: none"> <li>• redundancy;</li> </ul>
	<ul style="list-style-type: none"> <li>• mobile enforcement Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• DVAS capabilities;</li> </ul>
	<ul style="list-style-type: none"> <li>• throughput and load testing using simulated data;</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the RSS, ACSMS, and CEMS, and</li> </ul>
	<ul style="list-style-type: none"> <li>• transaction and image reconciliation.</li> </ul>
I 189	<p>The FAT shall validate that the RSS meets the Requirements of the Contract including but not limited to:</p>
	<ul style="list-style-type: none"> <li>• user interface and compliance to user interface standards;</li> </ul>
	<ul style="list-style-type: none"> <li>• facility Dashboard and monitoring;</li> </ul>
	<ul style="list-style-type: none"> <li>• Roadway Dashboards;</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS functions;</li> </ul>
	<ul style="list-style-type: none"> <li>• Image review capabilities;</li> </ul>
	<ul style="list-style-type: none"> <li>• DVAS capabilities;</li> </ul>
	<ul style="list-style-type: none"> <li>• MOMS;</li> </ul>
	<ul style="list-style-type: none"> <li>• transaction audit;</li> </ul>
	<ul style="list-style-type: none"> <li>• correct application of Business Rules;</li> </ul>
	<ul style="list-style-type: none"> <li>• System performance;</li> </ul>
	<ul style="list-style-type: none"> <li>• reporting;</li> </ul>
	<ul style="list-style-type: none"> <li>• redundancy;</li> </ul>
	<ul style="list-style-type: none"> <li>• System loading;</li> </ul>

	<ul style="list-style-type: none"> <li>• compliance of RSS interface to Approved ICDs and</li> </ul>
	<ul style="list-style-type: none"> <li>• OCR/ALPR (if applicable).</li> </ul>

### 6.3 Onsite Installation Test (OIT)

1190	The OIT shall be conducted by the Contractor for each lane configuration at the onsite locations identified by NCTA in accordance with the Approved MTP, detailed testing procedures and Project schedule.
1191	The OIT shall verify the full functionality of the RTCS System and its compliance with the Contract Requirements and the Approved Design in a controlled, onsite environment using transactions created during both live Operations and when lanes are closed to traffic.
1192	The Express Lane OIT shall verify the full functionality of the Contractor's Approved solution for Priced Manage Lane Operations and its compliance with the Contract Requirements and the Approved Design in a controlled, onsite environment using transactions created during live traffic Operations and when lanes are closed to traffic. All aspects of the Express Lane functionality shall be testing including but not limited to: lane Operations, VTMS control and dynamic pricing.
1193	The testing shall not interfere with the existing NCTA System.
1194	Before the commencement of OIT, all Equipment and Software that are required under the Contract shall be in place, in a production environment and configured for revenue Operations. The RTCS interfaces to the existing NCTA CSC Back Office shall be connected to the respective test environments as Approved by NCTA.
1195	In order to test the full functionality of the MOMS and System Monitoring during OIT, all Equipment shall be entered into the System prior to the start of OIT and the MOMS shall be configured for full Operations.
1196	The Contractor shall test the vehicle throughput and speed Requirements and generate sufficient transactions to prove the System can process transactions accurately and meet the Performance Requirements.
1197	Performance Requirements shall be verified using a sample size Approved by NCTA.
1198	<p>The OIT shall validate that the RTCS meets the Requirements of the Contract including but not limited to:</p> <ul style="list-style-type: none"> <li>• Operations of in-lane Equipment and their ability to report failures to the MOMS including the UPS;</li> <li>• normal and exception processing using multi-vehicle traffic;</li> <li>• multi-lane multi-vehicle traffic conditions such as rush-hour traffic (bumper to bumper), vehicle straddling/changing lanes/merging;</li> <li>• accurate assignment and proper framing of each vehicle;</li> </ul>

	<ul style="list-style-type: none"> <li>• accurate capture and correct association of Transponders and images to the correct vehicle;</li> </ul>
	<ul style="list-style-type: none"> <li>• accurate classification of vehicles, assessment of fare and processing of the transaction;</li> </ul>
	<ul style="list-style-type: none"> <li>• transaction processing during Equipment failures, and degraded modes of operation;</li> </ul>
	<ul style="list-style-type: none"> <li>• Performance Requirements using live traffic and controlled vehicles;</li> </ul>
	<ul style="list-style-type: none"> <li>• redundancy;</li> </ul>
	<ul style="list-style-type: none"> <li>• receive and process comprehensive and incremental TSL, enforcement notification list and toll rate schedules;</li> </ul>
	<ul style="list-style-type: none"> <li>• DVAS functionality;</li> </ul>
	<ul style="list-style-type: none"> <li>• security access;</li> </ul>
	<ul style="list-style-type: none"> <li>• Interoperability using Interoperable test accounts;</li> </ul>
	<ul style="list-style-type: none"> <li>• lane Business Rules;</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the RSS, ACSMS, and CEMS, and</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the existing NCTA CSC Back Office System.</li> </ul>
I199	An Audit of the lanes shall be conducted using live traffic to verify that the RTCS is processing vehicles accurately and transactions can be reconciled in the System using the Approved audit tools.
I200	The OIT shall validate that the RSS meets the Requirements of the Contract including but not limited to:
	<ul style="list-style-type: none"> <li>• functionality of the RSS and MOMS Dashboards shall be verified as it applies to transactions, alarm and failure monitoring;</li> </ul>
	<ul style="list-style-type: none"> <li>• all failure conditions;</li> </ul>
	<ul style="list-style-type: none"> <li>• user interfaces and toll collection management functions;</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS Business Rules;</li> </ul>
	<ul style="list-style-type: none"> <li>• reconciliation of transactions and revenue;</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS reports;</li> </ul>
	<ul style="list-style-type: none"> <li>• Ad-hoc reporting capability;</li> </ul>
	<ul style="list-style-type: none"> <li>• accuracy of Performance Reports;</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the facility server (if applicable);</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the NCTA CSC Back Office System including reconciliation;</li> </ul>

	<ul style="list-style-type: none"> <li>• interface to the Roadside systems;</li> </ul>
	<ul style="list-style-type: none"> <li>• interface to the ACSMS and CEMS;</li> </ul>
	<ul style="list-style-type: none"> <li>• conformance with performance, load and stress test Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• security Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• System backup Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• archival and purging Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• MOMS asset management; failure notification; work order tracking and performance reporting;</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS redundancy Requirements and</li> </ul>
	<ul style="list-style-type: none"> <li>• RSS DR Requirements.</li> </ul>
1201	<p>As part of the OIT, an end-to-end testing shall be conducted that validates the following functionality, including but not limited to:</p> <ul style="list-style-type: none"> <li>• System’s ability to process and post transactions to the RSS and on to the existing NCTA CSC Back Office;</li> <li>• The successful transfer of images from the Roadside Systems to the RSS, image review and on to the existing NCTA CSC Back Office;</li> <li>• Various transaction posting scenarios that verifies the transaction processing, transaction posting, disposition and reconciliation per the Business Rules, and</li> <li>• the RTCS System is configured for Go-Live.</li> </ul>

#### 6.4 Installation and Commissioning Test

1202	The Installation and Commissioning Test shall be conducted by the Contractor on each Tolling Zone as a part of the Contractor’s Roadway System installation in accordance with the Approved MTP, detailed testing procedures and Project schedule.
1203	The Installation and Commissioning Test shall validate the functionality and operational status of the lanes including installation and configuration of all Equipment and Software. The lane Operations shall be verified end-to-end upon the completion of the installation checkout prior to opening the toll lanes and Equipment sites for revenue collection.
1204	During the Installation and Commissioning Test every piece of in-lane Equipment and its interface to the lane/zone controller shall be verified to be fully operational. The lane/zone controller, its interface to the RSS and the security access system shall be validated to ensure that the interfaces are in place and the RTCS is ready for revenue collection.

I205	An Installation and Commissioning Test shall be conducted on the RSS and shall include the interfaces to the existing NCTA CSC Back Office. All data identified for migration shall be migrated to the RSS in accordance the data migration plan. The Contractor shall support the possible Commissioning of the RSS prior to the Commissioning of the Roadside System.
I206	A Commissioning test shall be conducted on the RSS and shall include the image server(s) and the interfaces to the existing NCTA CSC Back Office System.

## 6.5 RTCS Operational and Acceptance Test

I207	The RTCS Operational and Acceptance test shall be conducted by the Contractor at each Roadway Project Phase under this Project in accordance with the Approved MTP, detailed testing procedures and Project schedule after all lanes have been Commissioned in revenue collection.
I208	The RTCS Operational and Acceptance Test shall be conducted for each Roadway upon authorization by NCTA to commence such testing. The RTCS shall be observed in live revenue Operations by the Contractor and NCTA for a minimum of two (2) monthly audit cycles.
I209	The objective of the Roadway System Operational and Acceptance Test is to ensure that the RTCS System Software and Hardware functions over the test period with limited manual intervention in live Operations. It is intended to confirm that the Roadway System and the network are sized, tuned and configured correctly and data is processed without interruption or errors.
I210	The RTCS Operational and Acceptance Test shall validate the interface of the RTCS System to the existing NCTA CSC Back Office, and reconcile the transactions and images end-to-end.
I211	<p>During the test period, System accuracy, performance of the System and Operations shall be validated including:</p> <ul style="list-style-type: none"> <li>• all System accuracy Requirements specified in the Contract using representative sample size for each facility under test;</li> <li>• all Maintenance Performance Requirements;</li> <li>• all System Performance Requirements;</li> <li>• a two hour vehicle audit during AM and PM peak hours for a total of four (4) hours on each lane at each Tolling Location in test;</li> <li>• transaction processing in accordance with NCTA Business Rules;</li> <li>• correct classification of vehicles and assignment of toll and</li> <li>• monitoring of all interfaces for the accurate transfer and processing of all records.</li> </ul>
I212	System reliability and auditability shall be verified manually and through tools and reports provided in the System.

1213	Dashboards and reports shall be verified daily for accuracy and reconciled to Operations and interface files. All exceptions shall be investigated. Queries and detailed reports shall be generated to validate the daily, weekly, monthly, yearly and comparative reports and compared to reports.
1214	The alarms displayed on the MOMS and all interface status notification shall be verified to be accurate.
1215	Failure of the Roadway System to meet a performance requirement shall result in the restart of that particular test until such time the accuracy Requirements are met.
1216	The RTCS Operational and Acceptance Test shall be repeated until NCTA is satisfied that the RTCS meets the Contract Requirements as set forth in the Contract at each Roadway.

#### 6.5.1 RTCS Operational and Acceptance Test – Express Lanes

1217	The Roadway System Operational and Acceptance Test shall be conducted on the Express Lanes Tolling Locations upon authorization by NCTA to commence such testing. The Roadway System shall be observed in live revenue Operations by the Contractor and NCTA for a minimum of two (2) monthly audit cycles.
1218	The sample size of the accuracy test shall be adjusted to make sure a representative sampling of transactions from each lane is included in the sample size. The sample size shall be statistically high to ensure that data collected from each lane is representative of all traffic conditions and vehicle types and covers all environmental and light conditions.

#### 6.5.2 Project Acceptance

1219	Upon the successful completion of Operational and Acceptance Test for the RTCS for each Roadway of the Project, the closure of all punch-list items and completion and submission of all Contract required documents as set forth in the Contract, the Contractor shall be given the Project Acceptance as described in the Contract.
------	---

### 6.6 Performance Requirements - Testing

The Contractor shall provide a RTCS that is Designed to meet the accuracy, performance and throughput Requirements set forth in this Scope of Work and Requirements. The testing logistics required to prove adherence to these Requirements shall be detailed in the Master Test Plan and the test procedures as set forth in the Scope of Work and Requirements.

1220	<p>The sample size for each requirement shall be the greater of <math>N = \log (1 - C) / \log (A)</math>; or 20,000 transactions for the Operations test; where:</p> <ul style="list-style-type: none"> <li>* N = Number in the sample</li> <li>* C = Confidence level</li> <li>* A = Accuracy</li> </ul> <p>A value of 95% shall be used for the confidence level. Accuracy and confidence levels are expressed as decimals.</p>
------	---

### 6.6.1 General Accuracy Requirements

1221	The Contractor shall provide a RTCS that meets the accuracy Requirements described below. The Contractor shall validate System compliance to the accuracy requirement by collecting data to the required sample size in live traffic Operations as described below for each requirement.
1222	Data collection shall include the use of live traffic and controlled vehicles intermingled with live traffic emulating normal Operations as specified below for each requirement.
1223	Prior to the start of testing the System shall be confirmed to be fully operational and ready for testing. Transactions that fail to meet the Requirements shall be reviewed and audited and anomalies investigated.

### 6.6.2 Transponder Capture Rate

1224	A Transponder mounted in accordance with the manufacturer mounting instructions shall be captured by the AVI System under all conditions within the Design specification described in this Scope of Work and Requirements with an accuracy of 99.95 percent (no more than five (5) missed reads or incorrect captures in ten thousand (10,000) equipped vehicle passages).
1225	This requirement applies to all facility types and Tolling Locations based upon the Transponder mix collected during the testing period for the given sample size. Testing shall require the use of controlled vehicles with known “good” Transponders intermixing with live traffic to create the required sample size.

### 6.6.3 Transponder Reporting Accuracy

1226	A Transponder that is detected and read by the AVI reader shall be reported to the zone controller with an accuracy of one hundred percent (100%) under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of Transponder reads collected during live traffic Operations.
------	---

### 6.6.4 Transponder Write Performance Accuracy Rate

1227	The AVI System shall successfully and accurately complete a write operation to associate data with a passing vehicle with an accuracy of 99.9 percent (no more than ten (10) missed or incorrect writes in ten thousand (10,000) equipped vehicle passages) under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of Transponders captured during live traffic Operations.
------	---

### 6.6.5 Vehicle Detection Accuracy

1228	The zone controller shall detect and report all vehicles traveling through the Tolling Location with an accuracy of 99.99 percent under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	--

### 6.6.6 Transponder Association Accuracy

1229	Every Transponder that is reported to the zone controller shall be assigned to the correct vehicle with an accuracy of 99.95 percent under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of controlled vehicles intermixing with live traffic.
------	---

### 6.6.7 Vehicle Classification Accuracy

1230	The zone controller shall classify all vehicles traveling through the Tolling Location in accordance with NCTA classification structure for each Toll Facility with an accuracy of 99.5% for Express Lanes Toll Facilities and 99.8 percent for AET Facilities under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	---

### 6.6.8 Image Capture Reporting Accuracy

1231	The System shall capture, report and correctly associate an image to the correct vehicle as defined in NCTA Business Rules with an accuracy of 99.95 percent under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	---

### 6.6.9 Overall Image Quality

1232	For images captured for Image-Based Transactions, 99.95% of the images that are included in the calculation, as defined below, shall have a human readable license plate, jurisdiction and plate type. For vehicles identified as requiring front plates the front image shall be used. Testing shall require the use of vehicle data collected during live traffic Operations.
------	---

#### 6.6.9.1. License Plates Excluded from the Accuracy Calculations

1233	<p>A plate shall be considered excluded from the Accuracy calculation only when:</p> <ul style="list-style-type: none"> <li>• the vehicle has no plate;</li> <li>• plate is not in the normal camera field of view because it is not mounted in accordance with State laws;</li> <li>• the plate is covered by dirt, a trailer hitch, tailgate, or some other material such that the numbers/letters are not human readable, and</li> <li>• the plate is damaged so that numbers/letters are not human readable.</li> </ul>
------	---

### 6.6.10 Transaction Processing Requirements

1234	All transactions generated by the zone controllers in accordance with the above accuracy Requirements shall be reported and transmitted to the RSS with an accuracy of 100% under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	--

## 6.6.11 False Read Processing

1235	The false read processing (example cross lane reads and duplicate reads) shall be less than 0.001% of the Transponder transactions under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations and test results will be verified by monitoring the existing NCTA CSC Back Office reported issues for accurate Account posting.
------	--

## 6.6.12 Image Transmission Requirements

1236	All image-based transactions and images from the RTCS shall be transmitted to the existing NCTA CSC Back Office System with an accuracy of one hundred (100) percent under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	---

## 6.6.13 AVI Transaction Transmission Requirements

1237	All AVI transactions from the RTCS shall be transmitted to the existing NCTA CSC Back Office System with an accuracy of one hundred (100) percent under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	--

## 6.6.14 VTMS Performance

1238	The System shall post and maintain the correct toll rate to the VTMS and assign the correct toll rate to the transactions 99.9 percent of the time under all conditions within the Design specification described in the Requirements.
1239	The System shall report 99.9 percent of errors from the VTMSs to the MOMS within 5 minutes of the error detection. This includes errors in the message(s) displayed on the VTMS, which includes but is not limited to displayed toll rates not being synchronized with dynamic pricing toll rates.

## 6.6.15 Transaction Transmission Requirements

1240	All transactions from the RTCS shall be transmitted to the existing NCTA CSC Back Office with an accuracy of 100% under all conditions within the Design specification described in this Scope of Work and Requirements. Testing shall require the use of vehicle data collected during live traffic Operations.
------	--

## 6.6.16 Audit and Reconciliation Requirements

1241	100% of the transactions, images generated in the lanes and created on the RTCS shall be auditable and reconcilable through System Reports and the final transmission status and disposition of the transaction to the existing NCTA CSC Back Office shall be tracked and reported.
------	---

## 7. MAINTENANCE AND SOFTWARE SUPPORT SERVICES

The Requirements described in this section detail the Hardware Maintenance and Software and Administrative Support Services for the Roadway System including any existing Equipment integrated into the Contractor’s solution (for example generators). The Hardware Maintenance and Software and Administrative Support Services (“Maintenance”) include:

1. Hardware Maintenance Services for the RTCS Equipment, infrastructure and Hardware;
2. Network Maintenance Services for the Roadside Toll Collection System;
3. ITS Maintenance;
4. Toll Facility Maintenance;
5. Dynamic Pricing;
6. RTCS System, Server and Database Administration Services, and
7. Software Support Services for the RTCS System.

The Contractor shall provide all Maintenance activities associated with the RTCS Maintenance and Software Support Services throughout the term of the Contract as further set forth in this Scope of Work and in **Section V, Terms and Conditions**.

The NCTA does not reimburse any Contractors for the cost of tolls incurred, nor will any “non-revenue” transponders be provided for the Contractor.

The Contractor shall be responsible for coordinating with the Constructor for any ITS equipment failures which occur during the manufacturer’s warranty period for ITS elements provided by others.

The Contractor shall provide complete Maintenance Services for:

1. All Maintenance Work for a base period of up to 5 years and
2. All Maintenance Work for Two Optional 3-year periods.

<b>Sample Project Implementation and Maintenance Phases Timeline</b>			
<b>Project Implementation through Acceptance</b>  (Estimated: 12-24 months for both Facilities)	<b>5-Year Base Maintenance Contract Period</b>  Maintenance Year 1 through Maintenance Year 5	<b>3-Year Optional Maintenance Period</b>  Maintenance Year 6 through Maintenance Year 8  (1 <sup>st</sup> Optional Maintenance Period)	<b>3-Year Optional Maintenance Period</b>  Maintenance Year 9 through Maintenance Year 11  (2 <sup>nd</sup> Optional Maintenance Period)
Contractor Responsible for All Maintenance Work and Costs prior to Acceptance. See <b>Section V, Terms and Conditions</b> for	Contractor Responsible for All Maintenance Work with Payment Based on Price Proposal. See <b>Section V, Terms and Conditions</b> for Additional Details.		

Additional Details.	
---------------------	--

## 7.1 Roadway Maintenance Services – General Requirements

1242	Hardware, Software and System Maintenance Services shall be for a period from Acceptance of the RTCS through the end of Contract Term (including extensions) as further set forth in <b>Section V, Terms and Conditions</b> with full warranties as further set forth therein.
1243	The Contractor shall be responsible for supporting and maintaining the RTCS System for any time period in which the System is installed, Commissioned and placed into revenue service but has not passed required testing. The Maintenance of the Roadway System provided under this Contract prior to Acceptance is not included in the term of the Maintenance and Software Support Services. The Contractor shall coordinate all Maintenance activities with NCTA during this period.
1244	The Contractor shall provide a Software License and associated Escrow as further set forth in <b>Section V, Terms and Conditions</b> .
1245	In the Operations and Maintenance Phase, Maintenance shall include all Services required to maintain the System, including Hardware, Equipment Software and components at required performance levels. NCTA shall not be charged any additional amounts beyond those included in the Approved Price Proposal for all Services related to Maintenance; notwithstanding the foregoing, Force Majeure events shall be as set forth in the Contract as further set forth in <b>Section V, Terms and Conditions</b> .
1246	All Equipment mounting Hardware and brackets provided as a part of this Scope of Work and Requirements shall be included under Maintenance Services and as such shall be warrantied for the life of the Project.
1247	The Contractor shall provide one hundred (100) percent of the Roadside System and LAN Maintenance Services.
1248	The Contractor shall provide one hundred (100) percent of RSS Hardware, Software, Database and System Administration Maintenance Services including operating System and Software security Updates in coordination with NCTA.
1249	The Services and Work performed under the Contract are considered highly confidential and the Contractor personnel shall at all times comply with NCTA security and privacy Requirements. Contractor employees shall not discuss their Work with unauthorized personnel or any individuals not directly associated with NCTA.

### 7.1.1 RTCS System Warranty Program

1250	The Contractor shall be responsible for the development, implementation and administration of a Warranty Program for all Hardware, Contractor developed Software and third-party Software as further set forth in <b>Section V, Terms and Conditions</b> .
------	--

1251	The Contractor shall maintain warranty records and service agreements for all Hardware including existing Hardware re-used by the Contractor and third-party Software, and shall review and implement Software Upgrades and available patch reports to keep the Roadway System current per the Approved Configuration Management Plan and as further set forth in <b>Section V, Terms and Conditions</b> .
------	--

### 7.1.2 Detailed Maintenance Requirements

The Maintenance Services shall include monitoring; preventive; pervasive; corrective; security related and emergency Maintenance Services and certain Upgrades and Enhancements to be performed on all elements of the Roadway System.

1252	Detailed assignments of Levels to incident types shall be in accordance with the Requirements and shall be defined and Approved during the Design phase of the Project.
1253	The Contractor shall monitor MOMS work orders and initiate corrective actions to meet Requirements for response to Maintenance events and incidents that are under the Contractor's responsibility.
1254	As part of the Software Support Services, the Contractor shall develop and test Software as required to accommodate corrective actions, changes to Business Rules or configurations. Scope shall include provision of Evidence Packages detailing the planned changes for NCTA's review and Approval, including installation of new Software and confirmation of successful installation per the Approved Configuration Management Plan.

#### 7.1.2.1. Maintenance Requirements – Level I

The functions listed in this section are categorized as Level I Maintenance tasks. Detailed listing of activities is described in Section 7.2.

1255	All Maintenance incidents, activities and monitoring include but are not limited to:
	<ul style="list-style-type: none"> <li>• monitoring the System for failures and alarms, and confirm a MOMS work order has been created for each failure as defined</li> </ul>
	<ul style="list-style-type: none"> <li>• acknowledging and responding to work orders assigned to the Contractor;</li> </ul>
	<ul style="list-style-type: none"> <li>• creation and assignment of a work order in MOMS if a work order has not been created;</li> </ul>
	<ul style="list-style-type: none"> <li>• performing the necessary Maintenance and closing the MOMS work order upon confirmation that the failure has been successfully corrected;</li> </ul>
	<ul style="list-style-type: none"> <li>• monitoring and Maintenance of the production, data warehouse and test environments;</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to Operating System and Software infrastructure in the production, data warehouse and test environments;</li> </ul>
	<ul style="list-style-type: none"> <li>• Performing Preventive Maintenance in accordance with Approved Preventive Maintenance Plan.</li> </ul>

	<ul style="list-style-type: none"> <li>• general Equipment and Hardware Maintenance, replacement and spare parts inventory in MOMS;</li> </ul>
	<ul style="list-style-type: none"> <li>• general inspection and Maintenance of Roadside Infrastructure;</li> </ul>
	<ul style="list-style-type: none"> <li>• Equipment and Hardware monitoring, Updates and general Maintenance and troubleshooting including diagnostic checks;</li> </ul>
	<ul style="list-style-type: none"> <li>• ongoing monitoring, Updates, Maintenance tasks related to roadside subsystems, Operations, controllers, servers and storage systems;</li> </ul>
	<ul style="list-style-type: none"> <li>• proactively addressing potential server and storage System Hardware issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• Address and resolve third-party Software issues (OS, third-party, peripheral and infrastructure Software);</li> </ul>
	<ul style="list-style-type: none"> <li>• backup System monitoring (verification of successful backups), maintaining (applying Updates when needed) and managing (backup media rotation, offsite storage, etc.);</li> </ul>
	<ul style="list-style-type: none"> <li>• monitoring, updating and general Maintenance and troubleshooting of LAN communications and associated devices;</li> </ul>
	<ul style="list-style-type: none"> <li>• monitoring, updating and general Maintenance and troubleshooting of WAN/MAN communications and associated devices;</li> </ul>
	<ul style="list-style-type: none"> <li>• deployment of Roadway Systems Software to the production data warehouse and test environments;</li> </ul>
	<ul style="list-style-type: none"> <li>• maintaining the ongoing relationship (support and Maintenance agreements) with third-party vendors and</li> </ul>
	<ul style="list-style-type: none"> <li>• performing Software licensing renewals.</li> </ul>
1256	Performance of all System administrative functions at regular intervals if not automated and recording and tracking such activities as preventive Maintenance work orders through MOMS.
1257	Continuous monitoring of System Operations to verify System is functional; security posture is adequate; processes are being executed as scheduled; files are transmitted as specified, and System is operating to Contract Performance Requirements.
1258	Manual retrieval of data from the zone controllers and download of Transponder status list and toll rate and schedule files in the event of extended communications failure.
1259	Re-establishing or re-installing System files, programs and parameters, as required, following a failure or damage to the System and returning lanes to fully operational condition.
1260	Performing Disaster Recovery (DR) procedures as needed and return lanes and RSS to fully operational condition when DR is initiated.
1261	If OCR/ALPR is provided, continuously monitoring OCR/ALPR performance and performing OCR/ALPR Updates as required to support license plate changes.

1262	Analyzing anomalies and periodic, daily and weekly trends to identify problems and initiating investigation and subsequent correction.
------	--

#### 7.1.2.2. Maintenance Requirements – Level 2

Level 2 Maintenance tasks shall be performed as described below.

1263	<p>Level 2 Maintenance shall include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Work orders and Alerts assigned to the Contractor as defined during the Design Phase.</li> <li>• development of defect fixes, security fixes, performance fixes and corrections to the Software and Applications as identified during audits;</li> <li>• Updates to all Software drivers to meet any new standard Operating System Upgrades as they become available;</li> <li>• Software changes required to accommodate changes to Business Rule, parameter changes, lane configurations and minor updates to existing ICDs;</li> <li>• source code Maintenance;</li> <li>• perform internal testing prior to releasing fixes to production;</li> <li>• ongoing Software Warranty Maintenance as set-forth in the Contract;</li> <li>• change management and configuration management tasks prior to Software and Hardware changes and</li> <li>• any Level I escalated issue.</li> </ul>
------	--

#### 7.1.3 Upgrades and Enhancements

1264	The Contractor shall provide in electronic format all patches and Updates made to the System Software.
1265	Upgrades and Enhancements shall be proposed by the Contractor or requested of the Contractor in accordance with the Change Order/Extra Work process as set forth in <b>Section V, Terms and Conditions</b> . Examples of Upgrades and Enhancements include but are not limited to: accommodating major changes to standards, statutes, or Interoperability Equipment or the addition of new Equipment or functionality providing demonstrable benefits in performance, costs or productivity.
1266	Software modifications required to Maintain and support the RTCS System as a part of the normal course of business <b>shall not be</b> considered Upgrades or enhancements paid for by NCTA. These modifications include but are not limited to: version changes; configuration or parameter changes; minor changes to Software or code, such as changes to the existing ICDs; Software modifications required to ensure Roadway System is compliant to existing standards and changes for the Contractor’s benefit that improve the Contractor’s ability and efficiency to maintain and support the RTCS System.

#### 7.1.4 Software Deployment

The Contractor shall provide a reliable, repeatable, and easy-to-deploy method to update the RTCS Software and RSS Software in all lanes and environments as applicable.

1267	The Contractor shall employ and apply industry standards for enterprise-grade Software deployment and shall provide Software Updates via easy-to-use executable installer files or similar.
1268	The Contractor shall provide a wizard-like method so all aspects of the Software update process are encapsulated in a single automated installation package, avoiding requiring separate manual processes.
1269	The Contractor shall provide an automated means for the installation to be verified ensuring that the version installed includes all appropriate Software elements (such as executable files, configuration files, components, libraries and registry entries) in place.
1270	The Contractor shall provide full logging of the installation process so issues can be investigated.
1271	The Contractor shall provide a seamless rollback feature as part of the Software installer that will automatically reverse the installation and restore its original version in the event a fatal error is encountered during the installation process.

#### 7.1.5 Maintenance Priorities, Response and Repair Times

1272	Response and Repair time is defined as the combined time from when failure occurred or problem was reported to when the repair or correction of the failure occurred; the period of time beginning when the failure occurred (failure time) and ending when the fault condition is corrected and returned to normal Operations.
1273	Response and repair times for every Maintenance event shall be recorded in the MOMS and reported and such reports shall be provided to NCTA in accordance with the reporting Requirements of this Scope of Work and Requirements.
1274	The Contractor shall post a weekly schedule identifying personnel and times for onsite and on-call Maintenance. NCTA Approval is required for any change in Contractor staff. The Contractor shall provide to NCTA the updated active personnel list and contact information when there is a change in personnel.
1275	Response to calls and repair times shall be determined by Priority as described below. Contractor failure to meet the response and repair time criteria described below shall result in monthly fee adjustments as specified in Section 8.
1276	Regardless of coverage, onsite or on-call service, acknowledgement of receipt of notification of a Maintenance issue or human acknowledgment of a failure shall not exceed thirty (30) minutes after the failure notification was recorded or problem was reported.
1277	The Priority of failures shall be defined during the Design phase. Time to respond and complete repair are determined by Priority and is defined as below.

1278	Priority 1: Defined as any malfunction or fault that results in the immediate loss of revenue; security breach; closure of lanes outside of NCTA lane closure Requirements; hazard to personnel or driving public; loss of audit data; loss of redundancy in any redundant System components; loss of functionality that impacts Interoperable Agencies or failure that negatively impacts the RTCS or RSS Operations.
	<ul style="list-style-type: none"> <li>For Roadside Systems Maintenance this Priority shall have a two (2) hour time to respond and complete repair.</li> </ul>
	<ul style="list-style-type: none"> <li>For RSS Maintenance this Priority shall have a four (4) hour time to respond and complete repair.</li> </ul>
1279	Priority 2: Defined as any malfunction or fault that degrades the System performance but not the operational ability of the System. It includes, but is not limited to inaccurate reporting, inability to reconcile revenue or loss of System functionality that impacts access to data.
	<ul style="list-style-type: none"> <li>For Roadside Systems Maintenance this Priority shall have a four (4) hour time to respond and complete repair.</li> </ul>
	<ul style="list-style-type: none"> <li>For RSS Maintenance this Priority shall have an eight (8) hour time to respond and complete repair.</li> </ul>
1280	Priority 3: Defined as any action or event that has the potential to result in a malfunction or degrading of the System performance but has not impacted performance and is not anticipated to immediately impact performance.
	<ul style="list-style-type: none"> <li>For Roadside Systems Maintenance this Priority shall have a twenty four (24) hour time to respond and complete repair.</li> </ul>
	<ul style="list-style-type: none"> <li>For RSS Maintenance this Priority shall have a forty eight (48) hour time to respond and complete repair.</li> </ul>
1281	Outages and tasks performed under the Approved Preventive Maintenance period shall be defined as Priority 4. The System shall be available and fully operational within the Approved time schedule for such activities and upon completion of the Preventive Maintenance period. Delays and problems associated with not completing scheduled Preventive Maintenance within the window specified may be included in the Performance Requirement Calculations. Any failures generated or resulting from Preventive Maintenance activities shall be accounted for as Priorities 1, 2 or 3 and be addressed in accordance with these Requirements.

#### 7.1.6 Notifications

1282	The entry of a problem (either by the System or an Authorized User) into the MOMS or the presence of a failure notification shall constitute the start of the acknowledgment time for purposes of measuring the Contractor's acknowledgment time and response/repair time.
1283	For purposes of measurement of performance and for the development of Maintenance policy and procedures, notification of System malfunctions, problems and discrepancies may be provided to the Contractor in three (3) different methods, summarized below.

	<ul style="list-style-type: none"> <li>• Verbal notification: Defined as an in-person notification or telephone call to the Contractor’s designated Maintenance personnel. In all cases, the first conversation with, or notification of the Contractor shall signify the start of the response time for purposes of measuring the Contractor’s response time. All verbal notifications shall be recorded in MOMS by the Contractor.</li> </ul>
	<ul style="list-style-type: none"> <li>• Written notification: Defined as a written description of a problem or condition, typically provided by NCTA or its representative. Written notification could be faxed, texted, or emailed to the Contractor by a customer or user. The time of receipt of fax, message or email shall signify the start of the response time for purposes of measuring the Contractor’s response time. All written notifications shall be recorded in MOMS by the Contractor.</li> </ul>
	<ul style="list-style-type: none"> <li>• MOMS notification: Defined as an automatic notification through the MOMS identifying a problem within the Roadway System that is the Maintenance responsibility of the Contractor and sending out an automatic work order message by email or text to a Contractor’s Maintenance staff to respond to the failure. In addition to the Contractor notification, the work order shall be posted on the MOMS and available via reports. The presence of a MOMS notification in the System shall constitute the start of the response time for purposes of measuring the Contractor’s response time.</li> </ul>
	<ul style="list-style-type: none"> <li>• Generation of Alert: Defined as an automatic creation of an Alert identifying a problem within the Roadway System that is the Maintenance responsibility of the Contractor. The generation of the automatic Alert in the System shall constitute the start of the response time for purposes of measuring the Contractor’s response time.</li> </ul>

#### 7.1.7 Recording of Maintenance Activities

1284	The Contractor and NCTA shall utilize the MOMS for initiating the work orders. MOMS shall be utilized for recording and tracking all Maintenance and Software Support Services performed on the Roadway System. All Equipment provided under this Contract shall be tracked through MOMS from the purchase to their disposal.
1285	In all cases the Contractor is responsible for logging all reported Maintenance activities into the MOMS. The Contractor shall also be responsible for documenting all information and issues related to a failure condition, including all actions taken to complete the correction into the MOMS.
1286	The work order shall contain as much information as possible in order for persons other than the technician or his supervisor to reasonably determine the fault, when it was worked on, the corrective action and any other information pertaining to the individual Maintenance event, including replacement of parts.
1287	All performance metrics shall be recorded and tracked through the MOMS and compliance to Performance Requirements shall be validated using MOMS reports.
1288	It is the Contractor’s responsibility to ensure that its Maintenance staff has real time access to the MOMS and that all the required connections are established and ongoing to ensure that the Maintenance staff has secure remote access Approved by NCTA. Maintenance staff shall be trained in the use of the MOMS.

### 7.1.8 Audits

1289	<p>The Contractor shall completely support NCTA in any audit activity relating to NCTA's Roadway System or Operations. In addition, the Contractor shall conduct audits in accordance with the Contractor's Quality Assurance Program. All deficiencies identified through the Audit process shall be successfully corrected by the Contractor. These audits may include, but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• internal control procedures;</li> <li>• revenue/transaction reporting;</li> <li>• financial audit and</li> <li>• System processing and performance.</li> </ul>
------	---

### 7.1.9 Security Certification

1290	<p>The Contractor shall perform monthly penetration and vulnerability tests that are scheduled in the MOMS, as well as every time a new Software release is deployed or new network Equipment is added or replaced to evaluate the security risk to the RTCS and identifying potential vulnerabilities. NCDOT IT Security shall be a party to these security tests and shall be notified in advance of any scheduled tests.</p>
1291	<p>The Contractor is responsible for correcting all RTCS security deficiencies at the Contractor's cost and ensuring there are no security risks.</p>

### 7.1.10 Cooperation with Other Vendors and Providers

1292	<p>The Contractor shall cooperate to the fullest extent with other contractors and third-party vendors in order to ensure that the Roadway System operation and Maintenance do not conflict with or cause any deterrent in capability or service to the traveling public, customers, or NCTA.</p>
------	---

## 7.2 Maintenance Responsibilities and Services

This section details the Contractor's responsibilities for providing Maintenance Services and associated communications during this time period, including but not limited to:

- Roadside Equipment and Infrastructure Maintenance;
- System Hardware Maintenance (Servers, storage, network switches, firewalls, routers, etc.);
- ITS Maintenance;
- Toll Facility Maintenance;
- network administration;
- System administration;
- database administration;
- Software support services;

- monitoring services;
- System security and
- Preventive maintenance.

In delivering the Maintenance Services, the Contractor shall perform the following Services, including but not limited to:

- onsite support of the System;
- well documented Maintenance schedules and processes;
- NCTA Approval and onsite supervision for all Maintenance Work;
- coordination with NCTA on all lane closures;
- Contractor-provided MOT for all lane closures;
- change and configuration management;
- complete around-the-clock Maintenance of the System;
- ongoing participation with NCTA’s staff and involvement in meetings and processes and
- provision of an ample spare parts inventory to meet all Performance Requirements.

7.2.1 RTCS Hardware Maintenance and Software Support Services

The Requirements in this section describe Hardware Maintenance and Software Support Services.

1293	Monitoring and troubleshooting of the Roadside System including, but not be limited to:
	• Zone/lane controllers;
	• AVI System;
	• AVDC System;
	• ICPS components and controllers;
	• OCR/ALPR Software (if applicable);
	• card readers;
	• Image-based transaction alarms;
	• DVAS cameras;
	• HOV indicator beacon;
	• ACSMS cameras;
	• inspection, test and repair of cables, wiring and terminations;
	• all conduits and cable trays;
	• all in-lane System electronics and controllers;

	<ul style="list-style-type: none"> <li>• Contractor supplied network Equipment and</li> <li>• all Roadside Contractor and third-party Software.</li> </ul>
I294	Performing routine diagnostics on all in-lane peripherals.
I295	Performing routine diagnostics on all in-lane subsystems.
I296	Inspection and Maintenance of environmental control devices, UPS, generators and CEMS monitoring devices.
I297	Inspection and Maintenance of racks, cabinets, vaults, and general supporting infrastructure.
I298	Monitoring and Maintenance of the Roadside System Software processes, Operations, and interfaces to the RSS and to the existing NCTA CSC Back Office.
I299	Monitoring real-time Roadway Operations screens and Dashboards and responding to issues.
I300	Analyzing periodic, daily and weekly trends to identify problems, including but not limited to:
	<ul style="list-style-type: none"> <li>• high number of transactions without Transponder;</li> <li>• high number of Class Mismatch transactions;</li> <li>• abnormal changes in traffic counts and class;</li> <li>• high number of exceptions or unusual occurrences;</li> <li>• transaction exceptions;</li> <li>• high number of invalid Transponder transactions;</li> <li>• abnormal changes in Transponder counts and status changes and</li> <li>• high number of rejected images.</li> </ul>

### 7.2.2 Monitoring and System Administration Services

The Requirements in this section describe the Monitoring and System Administration Services.

I301	All System administrative functions, if not automated, shall be performed by the Contractor at regular intervals as part of the System preventive Maintenance Services according to the Approved Maintenance Plan to ensure System performance is optimized. All such System administrative functions shall be scheduled as preventive Maintenance work orders through MOMS and tracked.
I302	Continuous monitoring of System Operations shall be performed by the Contractor in conjunction with NCTA to verify System is functional; security posture is adequate; processes are being executed as scheduled; files are transmitted as specified, and System is operating to Contract Performance Requirements.
I303	Continuous monitoring of Operations including but not be limited to:

	<ul style="list-style-type: none"> <li>• confirming and verifying receipt of all the MOMS messages and Alerts;</li> <li>• verifying the MOMS is receiving and processing System events and reporting the correct status;</li> <li>• evaluating sample transactions data for exception;</li> <li>• confirming data and image transmission to the RSS;</li> <li>• verifying processes, programs and scheduled jobs are successful;</li> <li>• reviewing comparative reports to identify System degradation;</li> <li>• confirming successful transfer of Transponder status list to the lanes;</li> <li>• reviewing OCR/ALPR or manual image processing results and poor quality images;</li> <li>• monitoring the DVAS video and event data;</li> <li>• verifying security access cameras are operational;</li> <li>• reviewing sample images from each Tolling Location;</li> <li>• validating VTMS displays are correct;</li> <li>• monitoring traffic detectors (if applicable);</li> <li>• correcting performance issues identified;</li> <li>• evaluating storage requirements;</li> <li>• verify time synchronization is occurring as configured and System clocks are not drifting beyond acceptable threshold and</li> <li>• reviewing error logs and Alerts.</li> </ul>
1304	Provide continuous 24x7 System administration services coverage on the RSS to ensure that it is performing and will continue to perform at a satisfactory level.
1305	<p>System administration services shall include monitoring and corrective action to ensure System performance is in accordance with Requirements of this Scope of Work and Requirements. This shall include but is not limited to:</p> <ul style="list-style-type: none"> <li>• monitoring RSS Hardware at the primary and secondary locations including servers; storage devices and backup systems;</li> <li>• verifying processes, programs, and scheduled jobs are successful;</li> <li>• all transactions and images are successfully transmitted to the receiving Systems;</li> <li>• all messages described in the ICD are being successfully exchanged between the RTCS Systems, ACSMS, CEMS and existing NCTA CSC Back Office;</li> <li>• confirm applications are functional and available to Authorized Users;</li> </ul>

	<ul style="list-style-type: none"> <li>• all scheduled reports are successfully generated and available to Authorized Users;</li> </ul>
	<ul style="list-style-type: none"> <li>• all processes are functioning and data and images are moving successfully through the queues;</li> </ul>
	<ul style="list-style-type: none"> <li>• all third-party interface are functioning and successfully exchanging files;</li> </ul>
	<ul style="list-style-type: none"> <li>• scheduling of preventive, corrective and predictive Maintenance activities;</li> </ul>
	<ul style="list-style-type: none"> <li>• any daily, weekly, or periodic Maintenance required to maintain the System at required performance levels (for example: indexing and tuning databases; archiving and purging in accordance with NCTA's retention policy);</li> </ul>
	<ul style="list-style-type: none"> <li>• maintaining and updating records of all Maintenance events and activities in the MOMS;</li> </ul>
	<ul style="list-style-type: none"> <li>• third-party Software or firmware Upgrades in conjunction with NCTA, as required and to be compliant to security Requirements including but not limited to performing security Software Upgrades, database Upgrades and operating System Upgrades;</li> </ul>
	<ul style="list-style-type: none"> <li>• contact with NCTA, Operations and contractors regarding System issues, performance, security posture, Software Release and Maintenance scheduling;</li> </ul>
	<ul style="list-style-type: none"> <li>• Approved manual actions, adjustments and Updates to the System data based on predefined criteria to correct issues and as Authorized by NCTA;</li> </ul>
	<ul style="list-style-type: none"> <li>• re-establishment or re-installation of System files, programs and parameters, as required, following a failure or damage to the System;</li> </ul>
	<ul style="list-style-type: none"> <li>• monitoring of error logs and System logs;</li> </ul>
	<ul style="list-style-type: none"> <li>• Maintenance of up-to-date Software backups (all System Software and data);</li> </ul>
	<ul style="list-style-type: none"> <li>• installation of new Software and confirmation of successful installation;</li> </ul>
	<ul style="list-style-type: none"> <li>• verify time synchronization is occurring as configured and System clocks are not drifting beyond acceptable threshold;</li> </ul>
	<ul style="list-style-type: none"> <li>• assisting NCTA Operations staff as requested by NCTA;</li> </ul>
	<ul style="list-style-type: none"> <li>• troubleshooting Roadway System issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• creation of Ad-hoc reports requested by NCTA;</li> </ul>
	<ul style="list-style-type: none"> <li>• generation of queries as requested by NCTA, and</li> </ul>
	<ul style="list-style-type: none"> <li>• analysis of data as requested by NCTA.</li> </ul>
1306	<p>Software Support Services shall include monitoring and corrective action to ensure System performance is in accordance with Requirements of this Scope of Work and Requirements, to include database management and operation. This shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• investigation and analysis of errors and exceptions and taking corrective action including correcting the problem and reprocessing the data;</li> </ul>

	<ul style="list-style-type: none"> <li>• monitoring of notifications, and initiating corrective actions on application programs to meet Requirements;</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support Upgrades to Hardware or third-party Software;</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support all changes to Business Rules and RTCS Configurable parameters, and deploy changes in production;</li> </ul>
	<ul style="list-style-type: none"> <li>• attend Interoperability meetings as requested by NCTA.</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support minor changes to NCTA Interoperable Partner and National Interoperability ICD;</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support the addition of new Interoperable Agencies;</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support changes to continue its compliance to updated security Requirements, and</li> </ul>
	<ul style="list-style-type: none"> <li>• Updates to the RTCS System and application to support legislative and statutory changes.</li> </ul>
1307	If OCR/ALPR is provided, the Contractor shall perform OCR/ALPR Updates as required to support license plate changes for North Carolina plates and the next eleven (11) most frequent visitor states license plates as defined in this Scope of Work and Requirements.
1308	As part of the Software Support Services the Contractor shall develop and test Software as required in accordance with NCTA Change Order process to accommodate corrective action and changes to Business Rules. Scope shall include provision of evidence packages detailing changes for NCTA's review and Approval, installation of new Software and confirmation of successful installation.
1309	The Contractor shall monitor all network alerts and alarms, as well as detect intrusion attempts and prevent intrusions.
1310	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the RTCS System is always in compliance with the most recent penetration and vulnerability test Requirements.

### 7.2.3 Interoperability Requirements

1311	<p>The Contractor shall support the following NCTA Interoperable Partner and National Interoperability activities as required by NCTA. Activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>• support NCTA Interoperable Partners and National Interoperability Agency testing as requested;</li> <li>• support substantial changes to the System to meet major modifications to NCTA Interoperable Partners and National Interoperability specifications, and</li> <li>• be compliant with the latest published NCTA Interoperable Partners and National Interoperable specifications for the duration of the Contract.</li> </ul>
------	--

#### 7.2.4 Updates to Maintenance Plan and Other Maintenance Related Documentation

1312	The Contractor shall periodically update the Maintenance Plan and other Maintenance Documentation to reflect any changes to the policies or procedures developed by the Contractor and Approved by NCTA for the Roadway System Maintenance Services. The Maintenance Plan shall be updated and submitted for review and Approval on an annual basis. However, sections of the Maintenance Plan or its Appendices shall be submitted for review and Approval as the changes are identified. A version update sheet shall be included with the Maintenance Plan, and the Maintenance Plan on file shall have the most recent version from the configuration management database. A final Submittal of the Maintenance Plan and other Maintenance Documentation shall be provided at the end of the Contract Term.
1313	The Contractor shall provide in electronic format all patches and Updates made to the System Software (third-party and Contractor) after Acceptance.

#### 7.2.5 Types of Maintenance

##### 7.2.5.1. Preventive Maintenance

1314	The Contractor shall provide and perform onsite Preventive Maintenance on the Roadside System Hardware, RSS Hardware, Contractor LAN/MAN/WAN communications Equipment and Software in accordance with the Approved Preventive Maintenance Plan.
1315	The Contractor shall inspect all Contractor installed Equipment, both major components and support components (fans, cables, connectors, cabinets, Equipment racks, storage units) that constitute the Roadway System and shall make such repairs; cleaning; adjustments, and replacements of components as necessary to maintain the Equipment in normal operating condition in accordance with the Approved Preventive Maintenance Plan.
1316	In addition to required ongoing Contractor monitoring, the servers and data processing units shall be periodically checked by the Contractor to verify that storage space is not reaching limits, disks are not fragmented or damaged, Software being used is of latest version per the configuration management and data is being processed and transferred in an appropriate manner.
1317	Transaction and image processing volumes and times shall be monitored by the Contractor and Systems optimized for performance with NCTA Approval.
1318	Report generation times, System access times, and System response time shall be monitored by the Contractor to ensure performance meets the Contractual Requirements.
1319	The Contractor shall include all Equipment and Systems as part of the Preventive Maintenance in accordance with the original Equipment manufacturer's guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by NCTA.
1320	Preventive Maintenance shall be performed by the Contractor during the normal working hours when Maintenance technicians are scheduled to be onsite. NCTA Approved diagnostic aids, tools and Equipment to perform Preventive Maintenance Equipment analysis shall be provided by the Contractor, as necessary.

1321	Preventive Maintenance requiring lane closure shall be scheduled by the Contractor for off-peak travel periods; evenings; Saturdays, and Sundays and coordinated with NCTA, so that the Work shall not interfere with normal traffic flow, unless otherwise Approved by NCTA.
1322	The Contractor shall provide a Preventive Maintenance schedule, to be Approved by NCTA, as part of the Maintenance Plan. The schedule shall detail the preventive Maintenance to be performed on each Equipment item and System. The schedule shall provide a description of the Work to be performed, expected duration and the frequency.
1323	The preventive Maintenance schedule shall be entered by the Contractor into the MOMS and work orders shall be automatically created to Alert Contractor staff of required preventive Maintenance. Failure of the Contractor to perform required preventive Maintenance in accordance with the Approved schedule shall result in monthly fee adjustments, as specified below in the Maintenance Performance Requirements.

#### 7.2.5.2. *Predictive Maintenance*

1324	The Contractor shall establish a Predictive Maintenance program by which failure analysis can be determined by identifying potential failures through the MOMS records or data analysis. The failure analysis shall take into account either or both specific components and sub-systems. This information shall then be used to investigate and correct problems and failures that could disrupt toll collection Operations. Examples include the image quality, Image Toll (I-Toll) rate, and reader handshakes.
1325	The Contractor shall maintain all failure analysis Documentation on site and provide the information, including charts or other analysis tools and shall submit the analysis as part of its monthly report.

#### 7.2.5.3. *Pervasive Maintenance*

1326	The Contractor shall establish a pervasive Maintenance program by which failure analysis can be determined by identifying continuing or repetitive failures through the MOMS records. The failure analysis shall take into account either or both specific components and sub-systems. This information shall then be used to investigate and correct problems and failures that continue to occur on a particular item of Equipment, sub-system, or component.
1327	The Contractor shall maintain all failure analysis Documentation on site and provide the information, including charts or other analysis tools and shall submit the analysis as part of its monthly report.

#### 7.2.5.4. *Corrective Maintenance*

1328	All Work performed by the Contractor to correct problems to meet the Requirements of the Contract or Software defects shall be considered as Corrective Maintenance. Such problems include but are not limited to:
	<ul style="list-style-type: none"> <li>• failure of subsystem functions;</li> <li>• problems identified by the users, including the MRTMC and STOC, and customers;</li> </ul>

	<ul style="list-style-type: none"> <li>• interface issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• failure of processes and programs;</li> </ul>
	<ul style="list-style-type: none"> <li>• data reconciliation issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• report issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• application failures;</li> </ul>
	<ul style="list-style-type: none"> <li>• toll System network issues;</li> </ul>
	<ul style="list-style-type: none"> <li>• inadequate security posture;</li> </ul>
	<ul style="list-style-type: none"> <li>• degraded System or component performance, and</li> </ul>
	<ul style="list-style-type: none"> <li>• non-conforming availability or MTBF.</li> </ul>
1329	NCTA shall be notified before any corrective Maintenance is performed.
1330	Notwithstanding the foregoing, for repeated failure of Equipment, components, or Systems, the Contractor shall undertake an investigation. If the problem is determined by NCTA to be a Pervasive Defect, the Contractor shall be responsible for resolution as set forth in <b>Section V, Terms and Conditions</b> .

#### 7.2.6 Maintenance Coverage

1331	The Contractor shall provide continuous (24x7) coverage for all monitoring and Maintenance-related activities sufficient to meet the Performance Requirements of the Contract.
------	--

#### 7.2.7 Spare Parts

The Contractor shall provide a storage location for the Contractor's use for the storage of the Roadway System spare parts.

1332	Contractor shall be responsible for the inventory of all spare parts at the storage facility and shall be insured in this regard as set forth in the Contract. The Contractor shall account for all spare parts and shall provide safeguards against theft, damage, or loss of the spare parts.
1333	The spares facility and storage area shall be secured and connected to an up-to-date security network System with alarm notification monitored by the Contractor. Further, it is required that NCTA shall have full and unrestricted access to the Maintenance and or storage facility.
1334	The Contractor shall ensure that only spare parts and Equipment required to service the Roadway System and WAN/MAN/LAN communications spare Equipment are stored at this facility and shall only be used for NCTA Roadway Systems.

7.2.7.1. *Spare Parts Inventory Management*

1335	The Contractor shall be responsible for the Maintenance of an adequate spare parts inventory during the Contract Period. The Contractor is responsible for monitoring and identifying the existing spare parts inventory, ordering spare parts as required, and proposing the quantity needed to maintain the required performance.
1336	The Contractor shall, on a quarterly basis, update and recommend a spare part quantity to be maintained in order to support the RTCS System functionality and operational readiness.
1337	The Contractor shall be responsible for purchasing and replenishing spare parts inventories to the levels required to meet the Performance Requirements. Contractor's failure to purchase or replenish the spare parts or consumables to levels necessary to meet the Performance Requirements is not an excusable failure and will not relieve the Contractor from Performance Requirements or any associated liquidated or actual damages resulting from the non-performance.
1338	During the term of this Agreement the Contractor shall be responsible for purchasing all spare parts and miscellaneous repair items and consumable materials necessary to maintain the RTCS System at the performance levels specified in the Contract.

7.2.7.2. *Spare Part Inventory and Tracking*

1339	The Contractor shall be responsible for recording the inventory into the MOMS, monitoring the inventory quantity and ensuring that the inventory is maintained to the levels required.
1340	The Contractor shall keep accurate records of all parts entering and leaving inventory including but not limited to: time and date part was dispensed, and the location within the RTCS System where the part was dispatched and used.
1341	The Contractor shall also be responsible for tracking of all warranty replacement for Contractor provided Equipment through Returned Material Authorization (RMA) process. If the replaced part is under warranty, the part shall be immediately replaced with a new part. If the replaced part is out of warranty, the Contractor shall make every effort to repair the replaced item to a usable status and place the part back into spares inventory.
1342	If the Contractor is unable to repair the part, a new part shall be purchased and placed into spares inventory. The details of the repair efforts, including problem; status; inventory, and repair disposition shall be included in the MOMS inventory and repair database.

7.2.7.3. *Procurement and Control of Spare Parts*

1343	Thirty (30) days prior to placing the RTCS System in revenue collection the Contractor shall have purchased and have on hand at NCTA facilities the agreed upon inventory of spare parts, including at a minimum spares equivalent to one (1) Tolling Location (two tolling zones) of Equipment for AET facilities and to one (1) tolling zone of Equipment for Express Lanes facilities.
1344	The spare parts shall be purchased on behalf of NCTA and shall be owned by NCTA in a manner to ensure that NCTA receives the maximum benefit from any warranties associated with the spare parts.

1345	The Contractor shall cooperate with and assist NCTA to ensure that all spare parts, Equipment and other NCTA owned property is stored or otherwise located on the Contractor's property or in Contractor controlled space shall not be subject to any risk of being confiscated, claimed, attached, withheld by a landlord, creditor, or similar risk.
1346	The Contractor shall label/tag all Equipment identifying it as the property of NCTA with a NCTA specific part or control number and barcode. All spare parts and consumables shall be maintained by the Contractor free and clear of any liens and encumbrances of any kind. NCTA shall have the right to inspect the spares and consumables inventory upon request.
1347	Provide the capability to enter new inventory items to MOMS via several methods, including but not limited to: <ul style="list-style-type: none"> <li>• manually;</li> <li>• file upload and</li> <li>• barcode (scanner).</li> </ul>
1348	Any spare parts that are lost or damaged due to the negligence, intentional act, or omission of the Contractor or its employees, Subcontractors, agents, or invitees shall be replaced by the Contractor at its sole cost.
1349	NCTA may elect to assume responsibility at any time for storage of spare parts, and the Contractor shall deliver all spare parts to NCTA for storage after receipt of reasonable Notice from NCTA.

#### 7.2.7.4. Spare Parts Availability

1350	The Contractor shall maintain the required physical inventory of agreed to spare parts in accordance with the Contract.
1351	For failure to maintain spare parts inventory at adequate levels for the month, the Contractor may be subject to monthly fee adjustment of \$500 per month for each failure to maintain spare parts inventory per the counts required.

#### 7.2.8 Repair Depot

1352	The Contractor shall be responsible for providing and staffing a repair depot for the return and repair of RTCS System components.
1353	The Contractor shall be responsible for repairing failed RTCS System components and returning them to the spare parts inventory.
1354	Failed components shall be tracked by the Contractor utilizing MOMS, including final resolution. Component tracking shall include but not limited to the following: receipt, repair date/information, replace reason, date of return.
1355	The Contractor shall indicate the details of the repairs performed on any components. This shall include but not be limited to boards and connectors replaced.

I356	If the replaced part is under Warranty, the part shall be immediately replaced with a new part by the Contractor. If the replaced part is out of Warranty, the Contractor shall make every effort to repair the replaced item to a usable status and place the part back into spares inventory. Except for Pervasive Defects, for out of Warranty components, the Contractor shall document why the component could not be repaired and advise NCTA that a new spare must be ordered.
------	---

### 7.2.9 Annual System Certification

At the end of Year I Maintenance, the Contractor shall conduct a System wide Certification that shall include tuning of the lanes, Maintenance of the servers and database, and general System check-out. Upon the completion of the System wide Certification, the Contractor shall conduct a Certification test similar to the RTCS Operational and Acceptance Test for a duration sufficient to collect the requisite sample size to validate System Performance Requirements. Discrepancies under the control of the Contractor shall be corrected by the Contractor at no additional charge to NCTA.

I357	A sample size of 10,000 shall be used to validate each accuracy requirement. Data shall be collected from all lanes at each Tolling Location.
I358	DVAS recordings shall be performed for a two-hour period in each lane at each Tolling Location and compared to the transactions to validate vehicle detection accuracy.
I359	A hundred percent (100%) end-to-end audit of the System shall be performed for a seven (7) day period to validate transaction and reconciliation Requirements.
I360	A Certification reports shall be submitted to NCTA for Approval documenting the results of the annual Certification.

### 7.2.10 Emergency Response Management

The Contractor shall have an emergency response management Plan Approved by NCTA and the Contractor shall follow the procedures set forth in this Plan when an emergency situation is invoked.

I361	The Contractor shall immediately respond to any emergency situation and repair the System, as notified by NCTA or otherwise, that may arise that has already or could potentially damage the Roadway System. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.
I362	Such emergency conditions shall be handled in accordance with the policies and procedures established by NCTA. The following are a few examples of emergency conditions: <ul style="list-style-type: none"> <li data-bbox="279 1556 1427 1614">• weather related;</li> <li data-bbox="279 1614 1427 1673">• vehicle accident;</li> <li data-bbox="279 1673 1427 1732">• conditions that invoke the DRP;</li> <li data-bbox="279 1732 1427 1791">• third-party (power outage or communication failure);</li> <li data-bbox="279 1791 1427 1856">• vandalism that causes parts of the Roadway System to be inoperable and</li> </ul>

	<ul style="list-style-type: none"> <li>detection of security breaches, discovered vulnerabilities and activities that pose a security threat to the toll collection System;</li> </ul>
--	--

### 7.2.11 Roadway Support System (RSS) Disaster Recovery

1363	The Contractor shall perform DR procedures in accordance with the Approved DRP in the event of a disaster and return the RSS to a fully operational condition.
1364	The Contractor shall test the DR procedures on a yearly basis during the Contract Term to validate that they are functioning per the Design. NCTA shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for NCTA's review and Approval.
1365	The Contractor shall address any issues encountered from the yearly DR testing.

### 7.2.12 Incident and Revenue Loss Reporting

1366	The Contractor shall immediately notify NCTA of any incident or event whereby the potential or actual loss of revenue occurred or could potentially occur. The Contractor shall take immediate action to rectify the condition and return the Roadway System to normal functioning.
1367	A Monthly Incident Report shall be provided by the Contractor that includes a breakdown of lost transaction data and revenue by Roadway for each incident. If the condition is determined to be due to the fault of the Contractor, damages shall be assessed in accordance with the terms of the Contract.

### 7.2.13 Maintenance Staffing, Materials and Training

#### 7.2.13.1. Maintenance Staffing Requirements

1368	<p>The Contractor shall be responsible for maintaining an adequate level of technical staff to perform Maintenance and Software Support Services on the Roadway System. The Contractor shall ensure that sufficient staffing is available to cover all Maintenance activities identified in this Scope of Work and Requirements at all times but particularly during the following periods:</p> <ul style="list-style-type: none"> <li>Weekends;</li> <li>Holidays;</li> <li>personnel on vacation/sick time;</li> <li>after regular scheduled Work hours (on call), and</li> <li>unexpected emergency or crisis.</li> </ul>
1369	The Contractor shall provide personnel to perform the following functions. It shall be the Contractor's responsibility to staff at appropriate levels to meet the Requirements, using the Maintenance Plan as the guideline for staffing levels and full job descriptions:

	<ul style="list-style-type: none"> <li>• <b>Management:</b> Contractor’s Maintenance Management responsibilities include all Maintenance Management business dealings with the Contractor Project Manager. Responsibilities include single point of contact for all Work related issues, including System problems, material issues, or Contractor personnel issues. Maintenance Management responsibilities also include ensuring that Systems are properly functioning and that the Maintenance and repair Work are properly performed and documented.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Monitoring Staff:</b> The monitoring functions shall include the support for the monitoring of the System Operations and ensuring that systems are properly functioning. Additionally, the monitoring staff shall coordinate with NCTA in confirming the Maintenance and repair Work are properly performed.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Field Supervision:</b> The Field Supervisory functions include being responsible for the day to day Operations of the technicians, ensuring that all required Work is accomplished properly and efficiently.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Maintenance Technical Staff:</b> Responsibilities include responding to Maintenance activities, Alerts and work orders and for field level preventive Maintenance. Maintenance technicians shall be qualified to troubleshoot Maintenance problems and identify the source of the problem.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Network Engineering:</b> Network Administration shall include the configuration and Maintenance of the network systems and communications network.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Database Administration:</b> Database administration shall include management of the servers and databases. The database administration shall cover all aspects of the System database and ensuring the database is optimized for peak performance. The responsibilities include the configuration and operation of the System database and generation of database queries as requested by NCTA and other support personnel.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Systems Engineering:</b> Responsibilities include the configuration and monitoring of all System processing and verify that all Operations and processes are occurring as scheduled. All MOMS alarms relating to process failures shall be investigated and resolved by the System engineering staff. Systems engineering responsibilities also include ensuring the proper configuration of all servers and coordinating all server Maintenance. System engineering responsibilities also include identifying issues, communicating with the System Software personnel and coordinating resolution of the problem. All user-related problems (application Software) shall also be handled by the System engineering personnel.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Software Technical Staff:</b> Responsibilities include responding to Maintenance activities, Alerts and work orders and resolution of Software problems. Software technical staff shall be qualified to troubleshoot Maintenance problems, identify the source of the problem and correct the problem.</li> </ul>
	<ul style="list-style-type: none"> <li>• <b>Administrative Staff:</b> Responsibilities include support of the Contractor’s Maintenance organization for the performance of Maintenance functions and to provide adequate phone and administrative support at the Maintenance management facility.</li> </ul>

7.2.13.2. *Tools and Materials*

1370	The Contractor shall provide all test Equipment and tools and support; including but not limited monitoring tools; smart phones; laptops, and any other items required for the Maintenance and Software Support staff to perform their Maintenance activities. All such devices shall have adequate and up-to-date security Software and be Approved by NCDOT IT before they are used on the RTCS System network. All required test Equipment, tools and Software tools shall be on site (as required) and in adequate supply, with all required personnel trained on their use. All test Equipment shall be standard units that are capable of achieving the measurement they are intended to make.
------	--

7.2.13.3. *Training Program*

1371	The Contractor shall ensure that Maintenance and Software services staff is properly trained for Requirements of maintaining the System. The Contractor shall provide a minimum of two (2) weeks of classroom and On the Job Training (OJT) to all personnel in their respective area of responsibility before such personnel are assigned Maintenance duties.
1372	During Year I Maintenance NCTA Maintenance and technical staff will shadow the Contractor staff and shall receive On the Job Training (OJT).
1373	The Contractor shall provide personal identity information (PII) training to all personnel approved to work on the Project who has access to secure and personal information.
1374	The Contractor shall provide trained qualified technical staff to support the Maintenance and Software Support Services described in the Scope of Work and Requirements. It is the Contractor's sole responsibility to develop training necessary to successfully perform all of the Maintenance actions required to keep the System operational.
1375	The Contractor shall complete all required training and Certifications prior to performing actual Maintenance and Software Support Services within a revenue collection environment. In the event changes or modifications are made to the System Equipment or configuration, supplemental training shall be accomplished prior to the actual service date for the changes or modifications.
1376	Training shall include the Contractor's safety standards and guidelines and applicable NCTA policies and procedures.
1377	The Contractor shall provide Documentation that this initial training has been successfully completed.
1378	<p>Various training programs the Contractor shall institute shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• a thorough understanding and operating knowledge of the MOMS is required of all Maintenance personnel;</li> <li>• an in depth understanding of the Roadway System and Operations, including all Equipment, Software, interfaces, file transfers and interconnections;</li> <li>• use of Maintenance Documentation such as Maintenance manuals; drawings; vendor manuals, and parts list;</li> </ul>

	<ul style="list-style-type: none"> <li>• functions of the System monitoring tools used to manage the System monitoring tasks;</li> </ul>
	<ul style="list-style-type: none"> <li>• preventive Maintenance of all Systems and sub-systems;</li> </ul>
	<ul style="list-style-type: none"> <li>• troubleshooting; diagnostics; repair, testing, and Maintenance follow up;</li> </ul>
	<ul style="list-style-type: none"> <li>• System logs, errors logs and processing of exceptions;</li> </ul>
	<ul style="list-style-type: none"> <li>• System dataflow and workflow queues;</li> </ul>
	<ul style="list-style-type: none"> <li>• review of the Dashboard data and analysis;</li> </ul>
	<ul style="list-style-type: none"> <li>• discussion on the areas of responsibility;</li> </ul>
	<ul style="list-style-type: none"> <li>• special use Maintenance and monitoring tools and</li> </ul>
	<ul style="list-style-type: none"> <li>• queries and reports.</li> </ul>
1379	All System Maintenance and Software Support personnel shall attend the appropriate training sessions. NCTA staff shall be notified of and invited to attend any or all training sessions two (2) weeks in advance of the training.
1380	All System Maintenance and Software Support personnel shall be trained on scheduling, work assignments, escalation process, transportation requirements and communications;
1381	<p>The Contractor shall provide training offered by vendors and original Equipment manufacturer (OEM) for System components where available and required to properly operate, maintain, test and repair such Equipment and Software. Such training shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• ICPS Equipment;</li> <li>• AVI Equipment;</li> <li>• AVDC System;</li> <li>• lane peripherals devices;</li> <li>• VTMS;</li> <li>• DVAS;</li> <li>• MOMS;</li> <li>• network components and Software provided by the Contractor;</li> <li>• security Software and security tests;</li> <li>• SAN;</li> <li>• databases, and</li> <li>• servers.</li> </ul>

7.2.13.4. *Training Materials and Ongoing Education*

1382	Training material shall consist of Maintenance manuals, vendor manuals and any other Documentation that provides for the efficient and effective Maintenance of the System and its components.
1383	The Contractor shall hold regular meetings with NCTA technical personnel to update Maintenance procedures, bring proposed System changes to the attention of the technical staff and discuss Maintenance issues identified in the field. The Contractor shall provide NCTA with the meeting schedule so that the appropriate NCTA staff can attend these meetings.
1384	NCTA shall have the right to make recordings and copies of all training program materials. The Contractor shall provide releases from all employees/contractors to allow unlimited, royalty free use and copies of recordings. ***

7.2.13.5. *System Documentation*

1385	The Contractor shall have appropriate System Documentation available to all Maintenance and Software Support personnel as required to perform their respective duties.
1386	The Contractor shall update the System Documentation to reflect any changes to the System Approved by NCTA. A version update sheet shall be included with the System Documentation, and the Documentation on file shall have the most recent version from the configuration management database. A complete submission of the System Documentation shall be made every two (2) years that reflects all Approved changes to-date.

7.2.13.6. *Training Records*

1387	The Contractor shall keep accurate training records on all Contractor and NCTA Maintenance personnel. NCTA shall be permitted to audit Maintenance personnel qualifications and training records at any time. Evidence of completion of training by Contractor and NCTA Maintenance personnel shall be provided to NCTA upon request.
------	---

## 7.2.14 Safety

1388	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized Equipment and in a Maintenance environment, including but not limited to the following:
	<ul style="list-style-type: none"> <li>• NCTA safety procedures and guidelines;</li> <li>• NCDOT safety procedures and guidelines;</li> <li>• OSHA (Occupational Safety and Health Administration);</li> <li>• NEMA (National Electrical Manufacturers Association);</li> <li>• NEC (National Electrical Code);</li> <li>• FHWA (Federal Highway Administration), and</li> </ul>

	<ul style="list-style-type: none"> <li>any other local, State, or Federal ordinance, procedure, or guideline that provides for a safe operation and working environment.</li> </ul>
--	---

### 7.2.15 Security

1389	All Contractor personnel shall be subject to appropriate security and background checks to the satisfaction of NCTA. The Contractor shall obtain written Approval from NCTA for all service personnel and each Contractor personnel shall be required to sign an acceptable use agreement.
1390	Contractor's personnel shall be issued NCTA identification badges and shall wear such identification badges at all times when on NCTA property. Use of such identification badges for purposes other than Work associated with the Contract will result in termination of the employee from the Contract and possible other legal or disciplinary action.
1391	The Services and Work performed under the Contract are considered highly confidential and the Contractor personnel shall at all times comply with applicable current computer and data industry standards with regard to data and information security. All employees of the Contractor shall not discuss their NCTA-related Work with unauthorized personnel or any individuals not directly associated with NCTA.
1392	NCTA will identify and designate a primary point of contact for the Contractor. Under most circumstances, the Contractor will limit communication with NCTA authorized staff and to NCTA's designated point of contact unless otherwise directed by NCTA.
1393	Discussion by the Contractor of any Services or Work performed under the Contract with the media, in oral presentations, in written publications, or in any other form, not related to this Contract shall be Approved in advance by NCTA.

### 7.2.16 Confidentiality

1394	The Contractor shall keep all information regarding its activities pursuant to this Contract confidential and will communicate such information only with authorized NCTA personnel or designated representatives.
1395	The Contractor personnel shall be required to sign a Non-Disclosure Agreement (NDA) on an annual basis. The updated NDA forms shall be submitted with the annual updated Maintenance Plan Documentation.

### 7.2.17 Maintenance of Traffic (MOT)

1396	The Contractor shall perform Maintenance of traffic associated with the System Maintenance Phase for each Roadway. The Contractor shall develop as a part of the Maintenance Plan, an MOT procedure in accordance with NCDOT standards for Approval by NCTA.
1397	The Contractor shall adhere to the Approved MOT Plan when setting up, working under MOT and restoring lanes to traffic. All lane closures shall also be coordinated with the MRTMC.

## 7.2.18 Maintenance and Software Support Records

1398	NCTA shall have access to all Maintenance and Software Service records at any time for review and audit, upon reasonable Notice. The Contractor shall provide monthly reports generated in the System that permits NCTA to evaluate Contractor's Maintenance performance.
1399	The Contractor's Maintenance manager shall maintain current, complete and accurate records for all Maintenance and Software Support Services activities. The Contractor's Maintenance manager shall institute procedures that make sure Maintenance staff enters complete information into the MOMS before closing a work order or trouble ticket.
1400	All preventive, pervasive and predictive Maintenance activities shall be reported in the same manner as corrective or emergency Maintenance activities by the Contractor. The information shall be contained on the MOMS and shall be made available through various MOMS reports.

## 7.2.19 Maintenance Summary Reports

1401	The Contractor shall provide the Maintenance summary reports to NCTA on a monthly basis in advance of the Monthly Meeting. The format of the Monthly reports shall be Approved by NCTA and included in the Maintenance Plan.
1402	The Contractor shall provide an annual Executive Summary report to NCTA that summarizes the Contractor's performance for the Maintenance Year. The format of the Executive Summary reports shall be Approved by NCTA and included in the Maintenance Plan.
1403	<p>Maintenance summary reports shall also be readily available on-demand through the System in detail or summary format to NCTA authorized personnel via the network on a daily, weekly, or other time period basis determined by NCTA. The Maintenance summary report shall include but not be limited to:</p> <ul style="list-style-type: none"> <li>• a summary of the Contractor's performance for the month under review noting all accomplishments and deficiencies;</li> <li>• all Maintenance and System Performance Reports that show Contractor's compliance to Maintenance Performance Requirements;</li> <li>• detailed listing of failures and the impacted subsystems where Contractor's and System performance for the month were not in compliance with the Performance Requirements;</li> <li>• any exceptions the Contractor believes are non-chargeable failures that Contractor is not responsible for;</li> <li>• detailed list of parts replaced as a result of Maintenance actions, with an identification of warranty versus non-warranty replacement;</li> <li>• status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part);</li> <li>• trend analysis for repetitive failure;</li> <li>• status of spare parts inventory;</li> </ul>

	<ul style="list-style-type: none"> <li>• staffing report detailing positions and staff hours worked;</li> </ul>
	<ul style="list-style-type: none"> <li>• staff performance trends;</li> </ul>
	<ul style="list-style-type: none"> <li>• Software and firmware releases implemented;</li> </ul>
	<ul style="list-style-type: none"> <li>• major Maintenance activities that occurred and are scheduled to occur;</li> </ul>
	<ul style="list-style-type: none"> <li>• incidents that invoked emergency response or resulted in loss of toll revenue and</li> </ul>
	<ul style="list-style-type: none"> <li>• summary of work order, Software defects and trouble tickets by Priority and category.</li> </ul>

### 7.3 RTCS Maintenance and Software Support Services

The Maintenance and Software Support Services shall include monitoring; preventive; pervasive; corrective; security related and emergency Maintenance Services and certain Upgrades and enhancements to be performed on all elements of the RTCS. Payment for Maintenance and Software Support Services on the RTCS for each Phase of the Project shall commence after Acceptance. The Contractor shall provide the following RTCS Maintenance and Software Support Services at the levels defined in Section VII.

#### 7.3.1 RTCS Systems Hardware Maintenance and Software Support Services

Monitoring and Maintenance functions described below shall be performed by the Contractor.

I404	The Network Control shall monitor the System for failures and alarms, and confirm a MOMS work order has been created for each failure as defined regardless of Maintenance Level.
I405	The Contractor shall automate the MOMS work order process to the maximum extent possible to anticipate and automate work orders. If a MOMS work order has not been created, the Contractor or Network Control shall create a work order in MOMS and assign it to a technician for Maintenance action or troubleshooting.
I406	The Contractor shall perform the necessary Maintenance and close the MOMS work order upon confirmation that the failure has been successfully corrected. The Contractor shall notify Network Control that the repair action is complete and work order has been closed.
I407	The Contractor shall perform all daily, weekly and scheduled preventive Maintenance on all RTCS System Hardware.
I408	The Contractor shall inspect and test cables, wiring and terminations to detect problems and degradation. Any item not in compliance with Contract Requirements shall be replaced by the Contractor at no cost to NCTA unless such failure is considered non-chargeable as described in Section 8.1.8.1 Non-Chargeable Failures.
I409	The Contractor shall maintain the RTCS LAN/MAN/WAN that includes all Contractor network connections in the toll Equipment vault and interconnections between the toll Equipment vaults as defined in <b>Attachment 12: US-74 and Monroe Communications Schematic</b> .
I410	The Contractor shall perform “credentialed” scans of the RTCS and produce ensuing reports at the request of NCTA.

1411	The Contractor shall monitor for intrusion attempts and prevent all unauthorized access and intrusions at all levels and report such events to the MOMS. Any intrusion, compromise or breach must be reported to NCDOT IT Security with 12 hours of detection.
1412	The Contractor shall perform any Maintenance, daily, weekly, or periodic, required to maintain the System at required performance levels (for example: archival and purging in accordance with NCTA's retention policy).
1413	The Contractor shall update all Software drivers to meet any new standard Operating Systems as they become available and such Updates shall be deployed in accordance with NCTA standards.
1414	The Contractor shall retrieve data manually from the zone controllers and download Transponder status list and toll rate and schedule files in the event there is an extended communications failure.
1415	The Contractor shall re-establish or re-install System files, programs and parameters, as required, following a failure or damage to the System and return lanes to fully operational condition.
1416	The Contractor shall perform Disaster Recovery procedures as needed and return lanes to fully operational condition.
1417	As part of the Software Support Services the Contractor shall develop and test Software as required to accommodate corrective action, changes to Business Rules or lane configurations. Scope shall include provision of evidence packages detailing changes for NCTA review and Approval, installation of new Software and confirmation of successful installation.

### 7.3.2 Roadway Support System (RSS) Servers and Database Administration, Maintenance and Software Support Services

The Requirements in this section describe the Services to be provided by the Contractor under the Maintenance and Software Support Service for the RTCS.

1418	The Contractor shall provide Maintenance and Software Support Service for all elements of the RSS in all environments required in the Contract including but not limited to:
	• (RSS Hardware;
	• operating systems;
	• databases;
	• application Software;
	• third-party Software;
	• security Updates;
	• Software configuration and • Software version control.

1419	The Contractor shall provide continuous 24x7 System administration services coverage on the RSS to ensure that it is performing and will continue to perform at a satisfactory level.
1420	The Contractor support staff shall be available on-call 24x7 to investigate and perform Maintenance for those failures escalated to the Contractor.
1421	<p>Software Support Services shall include monitoring and corrective action to ensure System performance is in accordance with Requirements of this Scope of Work and Requirements, to include database management and operation. This shall include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• investigation and analysis of potential errors and exceptions and taking preventative/corrective action including correcting the problem and reprocessing the data;</li> <li>• monitoring of notifications, and initiating corrective actions on application programs to meet Requirements;</li> <li>• Updates to the RTCS and application to support Upgrades to Hardware or third-party Software;</li> <li>• Updates to the RTCS and application to support all changes to Business Rules and RTCS Configurable parameters, and deploy changes in production;</li> <li>• Updates to the RTCS and application to support changes to NCTA Interoperable Partners ICD including the addition of new Interoperable Partners;</li> <li>• Updates to the RTCS and application to support the addition of new Interoperable Agencies;</li> <li>• Updates to the RTCS and application to support changes to continue its compliance to updated security Requirements, and</li> <li>• Updates to the RTCS and application to support legislative and statutory changes.</li> </ul>
1422	As part of the Software Support Services the Contractor shall develop and test Software as required in accordance with the NCTA Change Order process to accommodate corrective action and changes to Business Rules. Scope shall include provision of evidence packages detailing changes for the NCTA's review and Approval, installation of new Software and confirmation of successful installation.

## 7.4 Intelligent Transportation System Maintenance

The Requirements in this section describe the Services to be provided by the Contractor under the category of Intelligent Transportation System (ITS) Maintenance.

### 7.4.1 Monroe Expressway

Preliminary ITS plans can be found in **Attachment 13A: Monroe Preliminary 90% ITS Design Plans – Part A and Attachment 13B: Monroe 90% ITS Design Plans – Part B.** ~~The 90% ITS Design Plans are expected to be available in April 2016. Final ITS Plans and Construction Submittals of specific proposed Equipment are expected to be available in the summer of 2016.~~

The Constructor will build parallel but separate fiber networks for ITS and Tolls. The Tolls network fiber will be terminated and tested by the Constructor but not lit. The Contractor will provide all switching Equipment for the Tolls network. Constructor will provide complete, tested and operational network for ITS devices.

The RFP for the Project originally envisioned integration of the ITS with the State Transportation Operations Center (also known as the Triangle Regional Transportation Management Center) in Raleigh. Plans are underway to change the point of operational control to the MRTMC in Charlotte. Certain elements of the Scope of Work will by necessity be affected, such as the nature of the integration of the traffic management video feeds into the video wall at the MRTMC. As no fiber link exists between the Project site and the MRTMC (or the STOC), the ITS network connection will be provided by NCDOT/NCTA.

Further details of the ITS included in the Design-Build Team’s scope of work can be found in **Attachment 14: Monroe ITS SOW for DB RFP** and **Attachment 15: Monroe ITS and Standard Details**.

#### 7.4.2 US-74 Express Lanes

Final Design of the ITS is currently underway. This Project will be a traditional design-bid-build procurement ~~let no earlier than November 2016. As such, and the~~ finalized specifications for the ITS will ~~not be available provided as soon as they are made available before August 2016 at the earliest.~~ While many of the details of the ITS Equipment to be provided can be assumed to be consistent with that provided for the Monroe Expressway Project there are some important differences including the use of a gate control System for reversible lane Operations which is described in greater detail in **Attachment 2 (US-74 Express Lanes, Concept of Design & Operations, dated October 6, 2015)**.

The Project has a fiber connection to the MRTMC via an NCDOT trunk line. NCDOT will be designated fibers for use for the ITS and AET networks. As is for the Monroe Expressway, the Constructor will build parallel but separate fiber networks for ITS and Tolls. Constructor will provide complete, tested and operational network for ITS devices. The Tolls network fiber will be terminated and tested by the Constructor (both along the corridor and the homerun to the MRTMC) but not lit. The Contractor will provide all switching Equipment for the Tolls network.

Further details of the ITS included in the Design-Build Team’s scope of work can be found in **Attachment 16: US-74 Conceptual Plans - ITS (March 2016)**.

##### 7.4.2.1 ITS Maintenance Requirements

1423	The Requirements of Section 7.2.5 “Types of Maintenance” shall apply to ITS Equipment and subsystems.
1424	The Requirements of Section 7.2.7 “Spare Parts” and 7.2.8 “Repair Depot” shall apply to ITS Equipment and subsystems. <del>As the specific ITS Equipment parts and models (to be initially provided by others) are not known at this time, the Contractor is not being asked to provide the cost of Spares Replacement for ITS equipment at this time. Replacement parts and spares quantities shall be reviewed, approved, and paid for by NCTA.</del>
1425	The Requirements of Section 7.2.17 Maintenance of Traffic (MOT) shall apply to ITS Equipment and subsystems.

I426	The Requirements of Section 8.1.10 “Time to Respond and Repair” shall apply to ITS Equipment and subsystems. The assignment of “Priority Levels” to ITS is listed in <b>Attachment 7: Monroe and US-74 ITS Equipment List.</b>
I427	All ITS Maintenance activity shall be maintained in MOMS.

### 7.4.3 Metrolina Regional Transportation Management Center (MRTMC)

The MRTMC is a NCDOT-owned and operated TMC in the Charlotte area. It is located at 2327 Tipton Drive, Charlotte, NC 28206. The MRTMC is a secure, gated facility. Until recently the MRTMC was manned 24/7/365. NCDOT & NCTA plan on partnering to provide personnel space and Equipment space to monitor the US-74 Express Lanes and Monroe Expressway Project. The MRTMC has:

- Potential for to add 1 or 2 consoles to the control room floor to monitor the video wall for toll system operators;
- Potential for expanding the control room to adjacent large conference room;
- Approximately two racks of available space in the climate-controlled server room for toll-related Equipment;
- The climate-controlled server room at the MRTMC has access to generator power provided by others. –Any impact to the Contractor Performance Requirements directly due to a failed MRTMC generator should be considered non-chargeable failures;
- A spare office (approximately 12’ x 22’) located on an outer wall for either:
  - A dedicated toll-only server facility, or
  - A mini-TMC for toll-dedicated operators; and
- Abundant green space on the premises for communications cabinets or huts.

Further details of MRTMC can be found in **Attachment 17: MRTMC Floor Plan.**

## 7.5 Toll Facilities Maintenance

The Requirements in this section describe the Services to be provided by the Contractor under the category of Facilities Maintenance. The Constructor will provide at each AET Tolling Location a single vault and related support systems. This includes:

- 11’x14’ concrete vault
- 60kW generator and transfer switch
- Propane tank (anticipated to be 1000 gal)
- 400A electrical service, meter & electrical panels
- Building and parking area lighting
- Lightning protection

Following award of the Project, several significant changes regarding the AET System were implemented, including reverting to an “all mainline” toll scheme and deleting the western-most AET I toll location.

Further details of the infrastructure included in the Design-Build Team’s scope of work can be found in **Attachment 10: Monroe ORT Scope of Work.** Details related to the vault and vicinity can be found in **Attachment 3 - Monroe Gantry and Layout 50 Percent Plans.**

Construction Submittals and Shop Drawings related to the AET vault are expected to be available in the summer of 2016.

There are no Toll Facilities Maintenance Requirements in the US-74 Express Lanes Project as the Project has no toll building/vaults.

The Scope of Work, response & repair and reporting Requirements for Toll Facilities Maintenance are listed in **Attachment 19: Toll Facilities Maintenance Scope of Work**.

#### 7.5.1 Toll Facilities Maintenance Requirements

1428	The Requirements of Section 7.2.5 “Types of Maintenance” shall apply to Facilities Maintenance.
1429	The Requirements of Section 7.2.7 “Spare Parts”, 7.2.8 “Repair Depot” and 7.2.7.4 “Spare Parts Availability” shall apply to Facilities Maintenance. <u>As the specific Facilities Maintenance Equipment parts and models (to be initially provided by others) are not known at this time, the Contractor is not being asked to provide the cost of Spares Replacement for this equipment at this time. Replacement parts and spares quantities shall be reviewed, approved, and paid for by NCTA.</u>
1430	Failure to meet the response and repair times identified in <b>Attachment 19: Toll Facilities Maintenance Scope of Work</b> may result in reductions to compensation for Work performed according to the following reduction schedule: <ul style="list-style-type: none"> <li>• Up to 1 hour late: \$500.00 reduction</li> <li>• More than 1 hour late: \$1000.00 reduction per hour or fractional part thereof</li> </ul>
1431	Prior to beginning Maintenance Operations, the Contractor shall submit for NCTA Approval a Toll Facilities Maintenance Plan detailing methods for performing the required facility Maintenance Work. The Plan shall include: <ul style="list-style-type: none"> <li>• Listing of contractors and personnel</li> <li>• Lines of communication with the NCTA, and the NCTA CSC Operations Firm</li> <li>• Emergency Action Plan</li> <li>• Maintenance Log Procedure</li> </ul>
1432	The Contractor shall periodically update the Toll Facilities Maintenance Plan and other Maintenance Documentation to reflect any changes to the policies or procedures developed by the Contractor and Approved by NCTA for the Toll Facilities Maintenance Services.
1433	The Toll Facilities Maintenance Plan shall be updated and submitted for review and Approval on an annual basis. However, sections of the Toll Facilities Maintenance Plan or its Appendices shall be submitted for review and Approval as the changes are identified.
1434	A version update sheet shall be included with the Toll Facilities Maintenance Plan, and the Toll Facilities Maintenance Plan on file shall have the most recent version from the configuration management database.
1435	A final Submittal of the Toll Facilities Maintenance Plan and other Maintenance Documentation shall be provided at the end of the Contract Term.

I436	<p>The Contractor shall develop and use a Toll Facilities Maintenance log. The Toll Facilities Maintenance log shall also be kept electronically in MOMS, and be located in a place easily accessible and available for NCTA to review at all times. Individual logs shall be kept for each Tolling Location. The log shall include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Location;</li> <li>• Device/Item;</li> <li>• Date and time;</li> <li>• Name of contractor and personnel;</li> <li>• Action performed, and</li> <li>• Results and Future Action.</li> </ul>
I437	<p>A printout of the Toll Facilities Maintenance log shall be submitted to the NCTA Roadway Operations Project Manager on a monthly basis as well as submitted with invoices. Logs shall be kept current as to the last routine Maintenance or repair activity performed. All logs shall be the property of the NCTA.</p>
I438	<p>The Contractor shall provide all documentation, including service reports, provided by any sub-contractors utilized to perform Toll Facilities Maintenance.</p>
I439	<p>Refilling of propane fuel shall be invoiced to NCTA as Cost Plus \$250 per refuel.</p>
I440	<p>Services for fiber-optic/utility location shall be invoiced to NCTA as Cost Plus \$250 per locate.</p>
I441	<p>NCTA-Approved repair or other Services that fall outside the Maintenance Services described herein shall be invoiced to NCTA as Cost Plus \$250 per locate.</p>

## 8. PERFORMANCE REQUIREMENTS – MAINTENANCE AND OPERATIONS

The Contractor shall provide a RTCS that is designed to meet the Requirements set forth in this Scope of Work and Requirements during Maintenance and Operations.

The NCTA requires the Contractor to continuously maintain and operate the RTCS in accordance with the standards of performance identified in these Performance Requirements and further, that the Contractor fully meet these Performance Requirements, beginning with the first month of Maintenance and Operations. In addition, as part of the Operational and Acceptance Test the Contractor shall validate that the RTCS meets the standards of performance identified in these Performance Requirements.

NCTA intends to focus on the outcomes from the RTCS by minimizing the number of Performance Requirements to be tracked, monitored and reported while still maintaining a high confidence in the RTCS performance. This is done by closely aligning performance measurement to the timely transmission of accurate and complete transactions to the NCTA existing Back Office and availability of the RTCS instead of focusing on the intermediate steps in the process.

The Contractor's performance will be monitored by the NCTA and shall be rated based on the Contractor's ability to meet these Performance Requirements. The Contractor shall use the Approved measurement and reporting methods developed collaboratively with the NCTA during the Design Phase, to report on the Contractor's performance against these Performance Requirements.

These Performance Requirements reflect the minimum tolerable performance expected of the Contractor to avoid unnecessary impact to the NCTA, customers or the general public.

The NCTA will utilize a points-based performance scorecard to track the Contractor's compliance with the Performance Requirements. If the Contractor fails to meet these Performance Requirements, the NCTA will assess non-compliance points for each failure. Non-compliance points will be summed, the total of which will determine any performance adjustments to be made to the Contractor's monthly invoice as further detailed below. The Contractor is also subject to direct damages for actual revenue loss.

The Contractor shall use best efforts to minimize the impacts that result from failure to meet the Performance Requirements, regardless of whether invoice adjustments are made. Furthermore, the Contractor shall take corrective action to immediately remedy any failures and provide a Corrective Action Plan (CAP) to the NCTA for Approval that documents the corrective action taken to prevent future reoccurrence of the problem associated with the non-compliance.

A summary of the RTCS Performance Requirements is provided in Table 4, including measurement frequency and non-compliance points for each Performance Requirement. Additional detailed information about the Performance Requirements is provided in the subsequent sections.

## 8.1 General Performance Requirements

The Contractor shall be required to meet all Operational Performance Requirements detailed herein and as part of the Monthly Invoice provide reports that show compliance to the defined Performance Requirements including details of failures that resulted in the non-compliance.

1442	The Contractor shall Design, implement, maintain and operate the RTCS to meet the Performance Requirements specified herein.
1443	The Contractor shall facilitate performance monitoring by reporting performance in clearly measurable and easy to understand terms and reports.
1444	The NCTA will conduct a review of the Contractor's performance on a monthly basis, utilizing a combination of reports generated by the System, including MOMS, and other Approved reports provided by the Contractor, as determined by the NCTA to be necessary.
1445	The Contractor shall immediately notify the NCTA of any failure observed by the Contractor whereby actual loss of revenue occurred or the potential for losses exist.

1446	If resolution of any failure is under the Contractor’s control and/or responsibility, the Contractor shall take action to correct the failure condition and return the RTCS to normal functioning in accordance with the Contract. If the failure condition is determined to be due to the Contractor’s fault and it results in failure to meet the Performance Requirements, the NCTA will assess non-compliance points for each failure as described in this Performance Section and may be subject to other remedies in accordance with the Contract.
------	--

### 8.1.1 Performance Measurement

Performance will be measured in categories that align with the primary functions of the RTCS. These categories are:

- Availability
- Completeness
- Operations

Each of these categories represents a group of functions within the RTCS and each function includes individual Key Performance Indicators (KPIs), which will be used to measure the Contractor’s performance in meeting the Performance Requirements.

The specific method of measuring the Contractor’s performance will vary depending on the KPI being measured, but will generally be measured against the Performance Requirement on a monthly basis. Regardless of how a KPI is measured, the Contractor shall provide reporting for all performance measures monthly.

The amount by which the KPI is missed matters in determining how well the RTCS is performing so the non-compliance points for a particular failure are increased as the deviation from the KPI increases. For example, the AET lane is required to be available 99.95% of the time and the actual availability was measured to be 99.85%. The Contractor would be assessed 1 non-compliance point. If the availability was measured to be 99%, the Contractor would have been assessed 10 non-compliance points.

Table 4 provides a summary of the KPIs for the Contractor. A detailed description of each KPI and its associated Performance Requirement is provided in the subsequent sections.

**Table 4: RTCS Performance Measures**

	Category	KPI	Performance Requirement	Measurement Frequency	Points*
1	Availability	AET Lanes	Each lane (travel lanes and shoulders) 99.95% of the time excluding scheduled and Approved maintenance.	Monthly	1 point for each one 0.1% or portion thereof below the requirement for each lane
2	Availability	Express Lanes	Each lane (travel lanes and shoulders) 99.95% of the time excluding scheduled and Approved maintenance	Monthly	1 point for each 0.1% or portion thereof below the requirement for each lane

	Category	KPI	Performance Requirement	Measurement Frequency	Points*
3	Availability	Variable Toll Message Signs and Cameras	99.95% of the time excluding scheduled and Approved maintenance.	Monthly	1 point for each 0.1% or portion thereof below the requirement
4	Availability	Roadway Support System (RSS)	99.95% of the time excluding scheduled and Approved maintenance.	Monthly	1 point for each 0.1% or portion thereof below the requirement
5	Availability	Dynamic Pricing System	99.95% of the time excluding scheduled and Approved maintenance.	Monthly	1 point for each 0.1% or portion thereof below the requirement
6	Completeness	Toll Facility Maintenance	All Maintenance is complete, documented, and report provided to NCTA	Monthly	1.0 point for each 1% or portion thereof below the Performance requirement for weekly, monthly, quarterly, semi-annual and annual Facility Maintenance activity not completed per schedule.
7	Operations	ITS - Complete and timely data transmission	100% of required traffic data is transmitted to the DPS for processing in time to be used in the calculations 99.5% or greater of the time.	Monthly	1 point for each 0.1% or portion thereof below the requirement
8	Operations	AVI Transaction Complete and Timely Transmission to back office	Within 2 hours of the transaction date/time for 100% of the transactions	Monthly	1 point for each 0.1% or portion thereof below the requirement
9	Operations	Image Transaction Complete and Timely Transmission to back office	Within 72 hours of the transaction date/time for 100% of the transactions.	Monthly	1 point for each 0.1% or portion thereof below the requirement
10	Operations	AVI Transaction Accuracy	Provide accurate and complete AVI transaction with an error rate of 0.1% or less.	Monthly	1 point for each 0.1% or portion thereof below the requirement

	Category	KPI	Performance Requirement	Measurement Frequency	Points*
11	Operations	Image Transaction Accuracy	Provide accurate and complete image transactions with an error rate of 0.2% or less.	Monthly	1 point for each 0.2% or portion thereof below the requirement
12	Operations	Image Rejection Accuracy	Correctly reject unpursuable images with an error rate of 0.1% or less.	Monthly	1 point for each 0.1% or portion thereof below the requirement
13	Operations	Image Quality	0.1% or less of the images are rejected for reasons under the Contractor's control.	Monthly	1 point for each 0.1% or portion thereof below the requirement
14	Operations	Back Office File Communications	Received and processed 100% files and Updates per Requirements	Daily	1 point for each file not received and processed.

\* The point values shown in the table reflect the number of non-compliance points assessed for each deviation from the KPI. Additional points will be assessed for failures in consecutive months and will escalate as described in these Requirements.

### 8.1.2 Performance Scorecard

Each KPI is assigned a weighted point value as shown in the above Table 4. The value of the non-compliance points ("points") assigned depends on the severity of the failure and its potential impact on the NCTA's business.

The Contractor shall Design and develop Performance Measurement reports including the Monthly Performance Scorecard. An example of a monthly Performance Scorecard is provided in Table 5. Failure to comply with the Performance Requirement for each KPI will result in the KPI's associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 5.

**Table 5: Contractor's Monthly Performance Scorecard**

Reporting Period: mm/dd/yyyy to mm/dd/yyyy  
(EXAMPLE ONLY)

Category	Key Performance Indicator	Points
Availability	AET Lanes	0
	Express Lanes	0
	Variable Toll Message Signs and Cameras	0
	Roadway Support System	0
	Dynamic Pricing System	0
	<b>TOTAL No. of Points Assessed</b>	<b>0</b>
Completeness	Toll Facility Maintenance	0

Category	Key Performance Indicator	Points
	<b>TOTAL No. of Points Assessed</b>	<b>0</b>
<b>Operations</b>	ITS Complete and Timely Data Transmission	0
	AVI Transaction Complete and Timely Transmission	0
	Image Transaction Complete and Timely Transmission	0
	AVI Transaction Accuracy	0
	Image Transaction Accuracy	0
	Image Rejection Accuracy	0
	Image Quality	0
	Back Office File Receipt and Processing	0
	<b>TOTAL No. of Points Assessed</b>	<b>0</b>
	<b>TOTAL No. of Points Assessed – ALL CATEGORIES</b>	<b>0</b>
	<b>PERFORMANCE ADJUSTMENT PERCENTAGE BASED ON PERFORMANCE LEVEL</b>	<b>0 %</b>

### 8.1.3 Non-Compliance Performance Adjustments

The Contractor's performance score shall be generated and determined each month by adding the points assessed for non-compliance in each performance category as described above. A Performance adjustment will be made to the monthly invoice in each month that the Contractor exceeds the allowable number of non-compliance points. The maximum monthly adjustment amount that may be made by the NCTA to the Contractor's monthly invoice is 25%.

**Table 6: Non-Compliance Adjustments**

Performance Level	Non-Compliance Points	Monthly Adjustment Percentage
Level 1	0 – 25	0%
Level 2	26 – 40	5%
Level 3	41 – 50	10%
Level 4	51 – 60	15%
Level 5	61 – 70	20%
Level 6	> 70	25%

### 8.1.4 Escalation

Non-compliance points will accrue as follows:

The first month that a specific Performance Requirement is not met will result in the assessment of the initial value of the non-compliance points assigned in Table 6.

- If a specific Performance Requirement is not met again for a second consecutive month, the non-compliance points will be double the points assessed for the initial occurrence for all failures of that Performance Requirement for that month.

- If a specific Performance Requirement is not met again for a third consecutive month and for subsequent consecutive months thereafter, the non-compliance points will be set at double the points assessed for the second occurrence.

#### 8.1.5 Direct Damages

The Contractor may be charged Direct Damages related to Performance Requirement failures as defined in the Contract Documents.

#### 8.1.6 NCTA Identified Anomalies and Research Requests

In addition to the Contractor's monitoring of the RTCS performance, the NCTA will also review System and performance data and perform tests as deemed necessary. The NCTA may identify data which may indicate a failure to meet one (1) or more of the Performance Standards. As a result of the NCTA's activities, the NCTA may request that the Contractor research and/or provide additional data, identify the extent of the problem or explanation related to anomalies or trends identified by the NCTA.

I447	The Contractor shall respond and fulfill the NCTA's requests for research, analysis and/or explanation and provide feedback/report within one (1) week or one (1) month as agreed to by the NCTA.
------	---

#### 8.1.7 Corrective Actions

Failure to meet a Performance Requirement does not relieve the Contractor of the requirement to complete the activity associated with the Performance Requirement. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately transmit the transactions to the existing Back Office within the time required by the Performance Requirement, the transactions must still be completely and accurately transmitted and the Contractor must identify the root cause of the failure, identify the extent of the problem and provide a plan to prevent future occurrences.

I448	Any failure to meet a Performance Requirement that requires the completion of a specific action(s), which is not completed in accordance with the requirement, does not relieve the Contractor of the responsibility to perform in accordance with the RTCS Requirements. The required specific action(s) must be completed within 48 hours. For example, if the Contractor fails to transmit all transaction files to the Agency within two (2) hours, the files must still be sent to the Agency.
I449	The Contractor shall develop a CAP for each failure to meet a Performance Requirement identifying the root cause(s) and providing a plan to rectify the current situation, if applicable, and prevent future occurrences.
I450	The CAP provided by the Contractor shall be in a format Approved by the NCTA.
I451	The Contractor shall submit a CAP for each failure to meet a Performance Standard for NCTA's review and Approval. Until the NCTA approves the CAP the failure cannot be considered resolved.

I452	The CAP shall identify the subsystem(s), component(s), processes and activities associated with the failure to meet a Performance Requirement in sufficient detail to allow the NCTA to understand the issue and why the proposed solution will prevent future occurrences. The RTCS elements include but are not limited to the elements below:
	• Vehicle Throughput Rate;
	• Transponder Capture Rate;
	• Transponder Reporting Accuracy;
	• Transponder Write Performance Accuracy Rate;
	• Vehicle Detection Accuracy;
	• Transponder Association Accuracy;
	• Vehicle Classification Accuracy;
	• Image Capture Reporting Accuracy;
	• License Plate Extraction (OCR/ALPR) Accuracy, if provided;
	• Image Review Accuracy;
	• Image Quality;
	• Assignment of the Correct Toll to the Transaction;
	• Transaction Processing Requirements;
	• False Read Processing;
	• Image Transaction Transmission Requirements;
	• AVI Transaction Transmission Requirement;
	• VTMS Performance;
	• Toll Facility Speed Accuracy;
	• Dynamic Pricing System;
	• ITS System and
	• Facilities.

### 8.1.8 Non-Chargeable and Chargeable Failures

For purposes of calculating Performance Requirements, chargeable and non-chargeable failures are defined as follows:

- **Non-Chargeable Failures** are those failures are identified in the following section. Non-compliance points will not be assessed for non-chargeable failures.

- **Chargeable Failures** are any failures not specifically identified as non-chargeable. Non-compliance points will be assessed for chargeable failures.

#### 8.1.8.1. *Non-Chargeable Failures*

1453	Non-chargeable failures shall include:
	• Force Majeure, as defined in the Contract Documents;
	• vandalism;
	• failure of a test facility or test instrumentation;
	• System component failures caused by externally applied stress conditions outside of the Requirements of this Scope of Work and Requirements;
	• System component failures caused by environmental or operating conditions outside of the Requirements of this Scope of Work and Requirements;
	• normal operating adjustments as allowed in the Test Procedure or Maintenance Plan, as applicable;
	• failures where the NCTA have Approved to waive a chargeable failure in advance and
	• failures that are customer or NCTA user induced, or are caused by a Third-Party Service Provider not under the Contractor's control as determined by the NCTA.

#### 8.1.8.2. *Chargeable Failures*

1454	Chargeable failures shall include any failures not specifically identified as non-chargeable.
------	---

#### 8.1.9 Acknowledgement of All Priority Events

1455	The Contractor shall acknowledge receipt of all Priority events within thirty (30) minutes of failure/event notification.
1456	For the purposes of assessing monthly fee adjustments, 95% of failure or Priority events shall be acknowledged within thirty (30) minutes of receipt.
1457	The Contractor may be assessed monthly fee adjustment of \$250 if the acknowledgment percent is below the 95% threshold every month for every Priority event not acknowledged within the time frame specified in these Requirements.

#### 8.1.10 Time to Respond and Repair (TTRR)

1458	The Contractor shall respond to and complete repair of <b>Priority I</b> failures/events as follows:
	<ul style="list-style-type: none"> <li>• Roadside Systems: respond and complete repair within two (2) hours of failure/event notification.</li> <li>• RSS: respond and complete repair within four (4) hours of failure/event notification.</li> </ul>

I459	The Contractor may be assessed monthly fee adjustments of \$100 per occurrence for every additional delay of one (1) hour to respond and complete repair of Priority 1 failures/events.
I460	The Contractor shall respond to and complete repair of <b>Priority 2</b> failure/events as follows:
	<ul style="list-style-type: none"> <li>• Roadside Systems: respond and complete repair within four (4) hours of failure/event notification.</li> <li>• RSS: respond and complete repair within eight (8) hours of failure/event notification.</li> </ul>
I461	The Contractor may be assessed monthly fee adjustments of \$100 per occurrence for every additional delay of two (2) hours to respond and complete repair of Priority 2 failures/events.
I462	The Contractor shall respond to and complete repair of <b>Priority 3</b> failures/events as follows:
	<ul style="list-style-type: none"> <li>• Roadside Systems: respond and complete repair within eight (8) hours of failure/event notification.</li> <li>• RSS: respond and complete repair within twenty-four (24) hours of failure/event notification.</li> </ul>
I463	The Contractor may be assessed monthly fee adjustments of \$100 per occurrence for every additional delay of two (2) hours to respond and complete repair of Priority 3 failures/events.

#### 8.1.11 Mean Time Between Failure (MTBF)

The RTCS shall be required to meet specific minimum duration Requirements for components and subsystems in continuous operation. This time requirement is defined as the MTBF. Although the Contractor will not be charged non-compliance points for not meeting the specified MTBF, the Contractor shall report on the MTBF each month. Many Equipment failures cause the Contractor to not meet one or more of the Performance Requirements resulting in non-compliance points.

I464	The Contractor shall provide all third-party MTBF on individual components to be used in the System.
I465	The Contractor shall report on the MTBF for all components of the RTCS each month.
I466	MTBF Requirements for all components of the RTCS shall meet the MTBF as specified below:
	• Redundant Zone Controller - 20,000 hours
	• Automatic Vehicle Identification (AVI) System - 20,000 hours
	• Automatic Vehicle Detection/Classification (AVDC) System - 20,000 hours
	• Image Capture & Processing System (ICPS) - 20,000 hours
	• RTCS Servers - 50,000 hours
• Network Devices - 50,000 hours	

I467	<p>The reliability of the System components shall be calculated based on the following MTBF calculation:</p> $MTBF = \frac{\# \text{ units} \times \text{test period (hours)}}{\# \text{ failures}}$
------	--

### 8.1.12 Performance Reporting

The Contractor shall provide the NCTA a Monthly RTCS Performance Report package that includes the Contractor's Performance Reports and Monthly Scorecard. The Contractor's Performance Report package will include a series of reports detailing the Contractor's performance against each Performance Requirement and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report package shall contain all information necessary for the NCTA to verify the Contractor performance as reported by the Contractor.

I468	The Contractor shall describe in detail how the performance against a requirement will be tracked, tested and reported, identifying specific reports and data elements. In the case of a KPI which cannot be tracked by the System, the form of manual tracking or testing must be described and included in the Maintenance Plan.
I469	The Contractor shall prepare and submit to the NCTA the Performance Report package on an agreed-upon day each month as defined in these Requirements.
I470	The Performance Report package shall include a Performance Scorecard calculating the non-compliance points assessed that month, if applicable, a series of reports, one (1) per Performance Requirement detailing the Contractor's performance against the requirement that month supporting the Scorecard for each KPI and a historical report detailing the Contractor's performance against each requirement for the most recent 12 months. See Section 2.1.17.5 for details on these reports. Copies of all CAPs related to failures for that month must be Approved and included.
I471	The Contractor shall provide the required Performance Report package to the NCTA before an invoice will be considered for payment.
I472	Performance reporting by the Contractor and any associated adjustments related to Performance Requirements shall begin for the period beginning on the first day of the Operations and Maintenance Phase and shall continue for the duration of the Contract.

## 8.2 RTCS Performance Requirement Details

These KPIs are based on performance that is measured in calendar hours, days and minutes as applicable. Any issues outside of the Contractor's control that affects its ability to meet a KPI should be noted, documented appropriately and with sufficient detail and discussed as part of Monthly RTCS Performance Reviews.

The NCTA places a great deal of importance on the controls the Contractor has in place for the RTCS and the effectiveness of those controls. The NCTA will monitor the Contractor's performance for compliance with the Performance Requirements. The Contractor will be required to meet all RTCS Performance Requirements as detailed in these Requirements.

8.2.1 AET Lane Availability

Tolls are collected 24 hours a day, 7 days a week and as such the AET Lanes must achieve a high degree of availability. The AET Lane is viewed as a function; a combination of Hardware and Software that builds accurate and complete transactions. This Requirement will measure the function; thus, if one of two redundant components are not working, yet the component still performs the function as Approved in Design, it would not be counted against availability.

1473	<p>Each AET Lane with all of its subsystems properly functioning and available to collect revenue and send required transactions and images to the RSS 99.95% of the time excluding scheduled and Approved maintenance.</p> <p>Availability shall be calculated based on the following calculation:</p> <p>Availability = 1 - (chargeable downtime min / ( minutes in period-exception min in period))</p>
1474	<ul style="list-style-type: none"> <li>• System reporting detailing the AET Lane availability along with MOMS and help desk tickets, work orders and feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify availability failures.</li> <li>• For any month in which ALL components of the AET lanes/zones are not fully available and operational at least 99.95% of the time excluding scheduled and Approved maintenance, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</li> </ul>

8.2.2 Express Lanes Availability

Tolls are collected 24 hours a day, 7 days a week and as such the Express Lanes must achieve a high degree of availability. The Express Lanes are viewed as a function; a combination of Hardware and Software that builds accurate and complete transactions. This Requirement will measure the function; thus, if one of two redundant components are not working, yet the component still performs the function as Approved in Design, it would not be counted against availability.

1475	<p>Each Express Lane with all of its subsystems properly functioning and available to collect revenue and send required transactions and images to the RSS 99.9% of the time excluding scheduled and Approved maintenance.</p> <p>Availability shall be calculated based on the following calculation:</p> <p>Availability = 1 - (chargeable downtime min / ( minutes in period-exception min in period))</p>
	<ul style="list-style-type: none"> <li>• System reporting detailing the Express Lane availability along with MOMS and help desk tickets, work orders and feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify availability failures.</li> <li>• For any month in which ALL components of the Express Lanes are not fully available and operational at least 99.9% of the time excluding scheduled and Approved maintenance, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</li> </ul>

### 8.2.3 Variable Toll Message Sign and Camera Availability

The VTMS is NCTA's only direct communication link to the traveling public. Errors or inaction within this subsystem can cause extreme consequences in terms of cost and reputation, thus availability of this subsystem is vital. The VTMS audit cameras are key to properly monitoring the VTMS.

1476	<p>Each VTMS and VTMS audit camera must be operating and displaying the toll amount accurately 99.95% of the time excluding scheduled and Approved maintenance.</p> <p>Availability shall be calculated based on the following calculation:</p> $\text{Availability} = 1 - (\text{chargeable downtime min} / (\text{minutes in period} - \text{exception min in period}))$ <ul style="list-style-type: none"> <li>• System reporting detailing the VTMS and VTMS audit cameras availability along with MOMS and help desk tickets, work orders and feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify availability failures.</li> <li>• For any month in which ALL VTMS and VTMS audit cameras are not fully available and operational at least 99.95% of the time excluding scheduled and Approved maintenance, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</li> </ul>
------	---

### 8.2.4 Roadway Support System (RSS) Availability

Tolls are collected 24 hours a day, 7 days a week and as such the RSS must achieve a high degree of availability.

1477	<p>The RSS with all of its devices, Software, applications and processes properly functioning and available to the Authorized Users, successfully transmitting transactions to the existing NCTA Back Office systems, and communicating with the in-lane systems 99.95% of the time excluding scheduled and Approved maintenance.</p> <p>Availability shall be calculated based on the following calculation:</p> $\text{Availability} = 1 - (\text{chargeable downtime min} / (\text{minutes in period} - \text{exception min in period}))$ <ul style="list-style-type: none"> <li>• System reporting detailing the RSS availability along with MOMS and help desk tickets, work orders and feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify availability failures.</li> <li>• For any month in which ALL components of the RSS are not fully available and operational at least 99.95% of the time excluding scheduled and Approved maintenance, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</li> </ul>
------	---

### 8.2.5 Dynamic Pricing System Availability

Tolls are collected 24 hours a day, 7 days a week and as such the Dynamic Pricing System must achieve a high degree of availability.

1478	<p>The Dynamic Pricing System with all of its devices, Software, applications and processes properly functioning and available to the Authorized Users, successfully communicating with the in-lane systems 99.95% of the time excluding scheduled and Approved maintenance.</p> <p>Availability shall be calculated based on the following calculation:</p> $\text{Availability} = 1 - (\text{chargeable downtime min} / (\text{minutes in period} - \text{exception min in period}))$ <ul style="list-style-type: none"> <li>• System reporting detailing the Dynamic Pricing System availability along with MOMS and help desk tickets, work orders and feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify availability failures.</li> <li>• For any month in which ALL components of the Dynamic Pricing System are not fully available and operational at least 99.95% of the time excluding scheduled and Approved maintenance, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</li> </ul>
------	--

### 8.2.6 Toll Facility Maintenance Completeness

Tolls are collected 24 hours a day, 7 days a week and as such the Toll Facility plays a crucial role in providing infrastructure, power, environmental controls, and security to keep the toll System functioning at a high availability level. Appendix 19 has an extensive and complete list of Requirements for facilities Maintenance with activities specified to be conducted weekly, monthly, quarterly, semi-annually and annually as applicable. Each month the contractor shall report on all Maintenance activities as directed in the SOW.

1479	<p>The Contractor shall perform all required Maintenance activities as specified in Appendix 19 and provide the complete and accurate Facility Maintenance log to NCTA as part of the Monthly Performance package.</p> <ul style="list-style-type: none"> <li>• The Facility Maintenance log will be reviewed along with spot checks to verify the required facilities Maintenance activities have been completed as specified.</li> <li>• For any month in which any scheduled Maintenance activity is not performed, the Contractor shall be assessed 1.0 point for each weekly or monthly scheduled Maintenance activity not completed per schedule, and one half (0.5) points for each other Facility Maintenance activity due.</li> </ul>
------	--

### 8.2.7 ITS Complete and Timely Data Transmission

The ability of the DPS to accurately calculate the desired rates is directly affected by the data input from the ITS, mainly the traffic detectors. The Contractor shall use traffic from the Express Lanes and the general purpose lanes for determining the pricing; therefore, the detectors reporting traffic data shall be considered when calculating the performance. Missing data or data not received by the DPS in time to be used for the rate calculation can cause a positive or negative differential in toll revenue as well as customer satisfaction.

1480	<p>The ITS with all of its devices, Software, applications and processes properly functioning and available shall transmit all of the required traffic data to the DPS for processing in time to be used in the calculations 99.5% of the time.</p>
------	---

	<ul style="list-style-type: none"> <li>System reporting detailing the data transmission date/time and the date/time that the DSP received the data will be compared.</li> </ul>
	<ul style="list-style-type: none"> <li>For any month in which all required traffic data is not transmitted 99.5% if the time, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance Requirement.</li> </ul>

### 8.2.8 AVI Transaction Complete and Timely Transmission

The Contractor shall be responsible for the timely processing of AVI transactions. The NCTA is subject to statutory requirements and is obligated to customers and Interoperable Agencies to process all transactions in a timely manner. The Contractor's performance in this area has a direct impact on the NCTA's revenue stream.

I481	<p>The Contractor shall process and transmit all AVI transactions to the existing Back Office within two (2) hours after the vehicle travels through the tolling point.</p> <ul style="list-style-type: none"> <li>System reporting detailing the transaction date/time and the date/time that the transaction was acknowledged by the Back Office will be compared to a matching Back Office Report.</li> <li>The Back Office validates the transactions to ensure that they comply with the agreed upon ICD and transactions which do not meet the ICD will be rejected as incomplete or inaccurate. Unless a rejected transaction is corrected and resubmitted within the two (2) hour transmission period, they will not meet this KPI.</li> </ul>
I482	<p>For any month in which 100% of the AVI transactions are not transmitted in accordance with the Approved ICD to the Back Office, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.</p>

### 8.2.9 Image Transaction Complete and Timely Transmission

The Contractor shall be responsible for the timely processing of image transactions. The NCTA are subject to statutory requirements and are obligated to customers and Interoperable Agencies to process all transactions in a timely manner. The Contractor's performance in this area has a direct impact on the NCTA's revenue stream.

I483	<p>The Contractor shall process and transmit all image transactions to the existing Back Office within 72 hours after the vehicle travels through the tolling point. This includes entering all required plate data or rejecting the plate if it meets the criteria to be rejected.</p> <ul style="list-style-type: none"> <li>System reporting detailing the transaction date/time and the date/time that the transaction was acknowledged by the Back Office will be compared to a matching Back Office Report.</li> <li>The Back Office validates the transactions to ensure that they comply with the agreed upon ICD and transactions which do not meet the ICD will be rejected as incomplete or inaccurate. Unless a rejected transaction is corrected and resubmitted within the 72 hour transmission period, they will not meet this KPI.</li> </ul>
------	---

1484	For any month in which 100% of the image transactions are <u>not</u> transmitted in accordance with the Approved ICD to the Back Office, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.
------	---

### 8.2.10 AVI Transaction Accuracy

The Contractor shall be required to accurately process AVI transactions. Errors can result in the customers being charged at the incorrect rate or necessitate image review when the Transponder is not read; such errors impact customer service, public perception and NCTA costs.

1485	<p>The Contractor shall correctly build the transaction including all the necessary transaction components incorporating inputs from the AVI, AVDC, and ICPS subsystems to accurately identify the toll amount, the type of transaction, the vehicle class and all other required transaction data. Ultimately the AVI transaction shall be correctly associated to the vehicle with the correct classification and toll amount.</p> <ul style="list-style-type: none"> <li>• Feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify inaccurate or incomplete transactions.</li> <li>• NCTA will utilize trend reporting to identify transactions, or lanes/zones for further review to identify possibly inaccurate transactions.</li> <li>• Transactions rejected by the Back Office will also be reviewed.</li> <li>• NCTA may conduct unannounced controlled testing in live traffic as well.</li> </ul>
1486	For any month in which the AVI transaction accuracy falls below 99.99%, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.

### 8.2.11 Image Transaction Accuracy

The Contractor shall be required to accurately process image transactions. Errors in identified images can result in the incorrect customer being billed and/or the customer being billed at the incorrect rate; such errors impact customer service and public perception.

1487	<p>The Contractor shall correctly build the transaction including all the necessary transaction components incorporating inputs from the AVI, AVDC and image capture subsystems to accurately identify the toll amount, the type of transaction, the vehicle class and all other required transaction data. The Contractor shall also correctly determine and enter the plate information for all images which do not meet the criteria for rejection. Ultimately the image transaction shall contain the correct license plate data the license plate number, jurisdiction, plate type), classification and toll amount</p> <ul style="list-style-type: none"> <li>• A statistically significant sample set of image transactions which were not rejected will be selected by the System (random sample) based on the number of images reviewed that month and provided to NCTA for their review of the image review outputs.</li> <li>• In addition, transactions which were successfully disputed for the reason that the image was incorrectly reviewed shall be added to the errors for that month.</li> </ul>
------	---

	<ul style="list-style-type: none"> <li>• Feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify inaccurate or incomplete transactions.</li> </ul>
	<ul style="list-style-type: none"> <li>• Feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify inaccurate or incomplete transactions.</li> </ul>
	<ul style="list-style-type: none"> <li>• NCTA will utilize trend reporting to identify transactions, or lanes/zones for further review to identify possibly inaccurate transactions.</li> </ul>
	<ul style="list-style-type: none"> <li>• Transactions rejected by the Back Office will also be reviewed.</li> </ul>
	<ul style="list-style-type: none"> <li>• NCTA may conduct unannounced controlled testing in live traffic as well.</li> </ul>
1488	For any month in which the image transaction accuracy falls below 99.8%, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.

8.2.12 Image Rejection Accuracy

The Contractor shall be required to accurately process image transactions. The incorrect rejection of images results in the inability to collect a toll for that transaction and therefore has a direct impact on the NCTA’s revenues.

1489	<p>The Contractor shall correctly determine that the plate meets the criteria for rejection and select the correct reject reason for all images which do not meet the criteria for identification.</p> <ul style="list-style-type: none"> <li>• Only images that are not human-readable shall be rejected and the correct reject reason code shall be selected 99.99% of the time.</li> <li>• A statistically significant sample set of rejected image transactions will be selected by the System (random sample) based on the number of images reviewed that month and provided to NCTA for their review of the image review outputs.</li> <li>• Feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify inaccurate or incomplete transactions.</li> <li>• Feedback from customers, Back Office staff, NCTA staff and consultants will be utilized to identify inaccurate or incomplete transactions.</li> <li>• NCTA will utilize trend reporting to identify transactions, or lanes/zones for further review to identify possibly inaccurate transactions.</li> <li>• Transactions rejected by the Back Office will also be reviewed.</li> <li>• NCTA may conduct unannounced controlled testing in live traffic as well.</li> </ul>
1490	For any month in which the image rejection accuracy falls below 99.99%, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.

8.2.13 Image Quality

The ability to be paid for image transaction relies upon the capture of images of sufficient quality for image review processing. If the image quality is poor, image review will take longer and ultimately

images may be rejected. The Contractor's performance in this area has a direct impact on the NCTA's revenue stream.

1491	The RTCS shall provide images of sufficient image quality to achieve the Contractor's desired automation rate and NCTA's Requirements such that less than 0.1% of the images are rejected for reasons under the Contractor's control. Reject reasons not under the Contractor's control are :
	<ul style="list-style-type: none"> <li>• the vehicle has no plate;</li> </ul>
	<ul style="list-style-type: none"> <li>• plate is not in the normal camera field of view because it is not mounted in accordance with State laws;</li> </ul>
	<ul style="list-style-type: none"> <li>• the plate is covered by dirt, a trailer hitch, tailgate, or some other material such that the numbers/letters are not human readable, and</li> </ul>
	<ul style="list-style-type: none"> <li>• the plate is damaged so that numbers/letters are not human readable.</li> </ul>
1492	The number of images rejected for reasons within the Contractor's control will be compared to the number of images reviewed that month to calculate whether or not the Contractor's image quality met the standard.
1493	For any month in which the requirement is not met, the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.

#### 8.2.14 Back Office File Communications

The NCTA CSC Back Office will create daily Transponder Status List files, and periodic Tolls Rate files and Enforcement Notifications List files. Receipt of files from the existing NCTA CSC Back Office, their version, time of receipt and processing status shall also be tracked. Updates to some or all of these files will happen at intervals of no less than 10 minutes. The Contractor shall provide NCTA or their designee access adequate to validate application of Updates to files at locations within the system of their choosing.

1494	<p>The Contractor shall receive, process, transmit and apply 100% of the files and updates as applicable in accordance with these Requirements.</p> <ul style="list-style-type: none"> <li>• Daily files – Files transmitted daily will be tracked by the System and reported to NCTA. 1 point will be assessed for days wherein the daily file(s) were not applied within ten minutes of arrival to the RTCS System.</li> <li>• File incremental Updates – NCTA or designee will select locations and acquire validation data from the CSC to verify Updates have been applied to files in downstream portions of the RTCS System. Failure is determined by the current status of a RTCS file that should be updated is not after more than fifteen minutes following the update transmission. 1 point will be assessed each day that this testing fails.</li> </ul>
1495	For any month in which the files and Updates are not applied with in the applicable time (10 minutes for daily files and 15 minutes for Updates), the Contractor shall be assessed 1.0 point for each 0.1% or portion thereof below the Performance requirement.



# **Section IV**

## **Proposal Contents and Submission**

## TABLE OF CONTENTS

I. Content of Proposal.....	I
I.1. General .....	I
I.2 Content of Technical Proposal.....	I
2. Submission of Proposal.....	18
2.1. Submission of Technical Proposal .....	18
2.2 Price Proposal Content and Format .....	20

## TABLES

TABLE 4-1: PROPOSAL PAGE LIMITATIONS.....	1
TABLE 4-2: KEY TEAM PERSONNEL ROLES AND COMMITMENTS.....	4
TABLE 4-3: FORMS AND SUBMITTALS CHECKLIST.....	17

# I. Content of Proposal

## I.1. General

Proposals must be submitted in the format, including sections and heading descriptions, as instructed in this Section IV. To be considered, the Proposal must respond as instructed to all requirements in this part of the RFP. Proposers must provide complete Technical and Price Proposals, including all Proposal sections, in accordance with the instructions. Omission of any section will render a Proposal non-responsive and it will not be evaluated. Instructions on the content and form of the Technical and Price Proposals are included in this Section I Content of Proposal. Instructions on how to submit the Technical and Price Proposals are provided in Section 2 Submission of Proposals.

All cost data relating to this Proposal should be kept separate from and not included in the Technical Submittal. Each Proposal shall consist of two (2) separately sealed Submittals.

## I.2 Content of Technical Proposal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. To that end, Technical Proposal Sections I through 5 shall be limited to a combined total of 100 pages. Portions of the Proposal that are excluded from these page limitations are shown below in Table 4-1 Proposal Page Limitations.

**Table 4-1 Proposal Page Limitations**

<b>Proposal Sections to be Completed by a Proposer</b>	<b>Page Count Limitations</b>
Cover Letter	1 to 2 pages
Executive Summary	2 to 5 pages
Section 1: Firm Qualifications	Limited to a combined total of 100 printed pages <u>(excluding all table of contents, table of tables, or table of figures)</u>
Section 2: Key Team Qualifications	
Section 3: Approach to Scope of Work and Requirements	
Section 4: Approach to Project Plan and Implementation	
Section 5: Approach to Operations and Maintenance	
Section 6: Adherence to the Scope of Work and Requirements Conformance Matrix	No limitations
Section 7: Other Required Materials	No limitations
Price Proposal	No limitations
Appendix 1: Hardware Cut Sheets	No limitations
<b>Appendix 2: Draft Schedule</b>	<b>No limitations</b>
Appendix <b>32</b> : Audited Financial Statements	No limitations
Appendix <b>34</b> : Preliminary Bill of	No limitations

Proposal Sections to be Completed by a Proposer	Page Count Limitations
Materials (BOM)	
Appendix 45: Sample Reports	No Limitations

The Technical Proposal shall be submitted in the format shown below. The cover sheet for the completed Proposal, provided as **Exhibit D-1, Forms**, shall be included at the front of within the Technical Proposal package submitted to NCTA, as directed in this Section 1.2 below. The cover sheet is not subject to the page limitations.

Each lettered item designates a specific and separate section to be included in the Proposal:

**A. Cover Letter –**

The Proposal shall include a cover letter signed by an officer of the firm with signature authority to enter into the proposed Contract with NCTA. This letter should be very brief and provide the corporate commitment that the Proposal meets the scope, schedule and requirements of the RFP. The letter shall also include the name of the Project Principal and Project Manager.

**B. Executive Summary –**

The executive summary shall be a brief overview, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Describe your understanding of NCTA’s needs and your approach in developing the integration, the coordination with NCTA and other contractors, and how the System’s integrity will be protected and enhanced over the life of the Contract. Describe the amount of Design and Software development anticipated. Identify any Subcontractors and discuss their proposed roles on the Project.

**C. Proposal Section I: Firm Qualifications –**

Provide the following information regarding the Proposer’s qualifications, including Subcontractors. Number and provide the information in the specific format provided below:

1. A brief history and description of the Proposer’s organizational structure, including size, number of employees, capability and area(s) of specialization.
2. A detailed discussion of the Proposer’s qualifications and experience related to **Section III, Scope of Work and Requirements** required by this RFP, including Subcontractors’ relevant experience in the following areas:
  - a. Working in AET and Express Lanes with AVI and image-based tolling;
  - b. Developing, operating and maintaining dynamic pricing algorithms.
  - c. Working with Interoperable transaction processing, including E-ZPass Group and other Interoperable agencies;
  - d. AET and Express Lane toll system maintenance, including supporting facility infrastructure, such as heating, ventilation air conditioning (HVAC) and back-up generators, and identify where this maintenance work has been previously performed, and

- e. The firm’s experience in Intelligent Transportation Systems (ITS) integration and maintenance related to AET and Express Lanes.
3. Annual revenues for the firm and for the subsidiary, division or group responsible for this Project.
  4. A copy of the Proposer’s audited financial statements for the past two years as Appendix ~~23~~ to the Proposal and note in your response to this item that it is provided in Appendix ~~23~~. If a Proposer does not produce audited financial statements, the Proposer shall submit any financial statements that it does have (e.g. lines of credit, statements compiled by an outside accounting firm, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. NCTA reserves the right to review other publicly available information with regard to the Proposer’s financial stability, as part of the evaluation. If a Proposer has questions about what evidence of the Proposer’s financial stability will be acceptable to NCTA, the Proposer should communicate with NCTA as set forth in **Section I, Administrative**, Section 2.10 Written Clarifications.
  5. A recent Client List using **Exhibit D-3, Forms**, including a detailed description of the size, total dollar value and specific services provided for each client to which the Proposer provided similar services within the past five (5) years. Specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such services. Include in Proposal Section 7 and note in your response to this item that it has been provided in Proposal Section 7.
  6. The Proposer Company Reference Forms, Part 1, using **Exhibit D-4, Forms**. Include in Proposal Section 7 and note in your response to this item that it is provided in Proposal Section 7. The completed forms must include at least two (2) references to demonstrate that the Proposer meets the following minimum requirements:
    - a. The Proposer shall have successfully developed and delivered at least one (1) AET or ORT (or a combination thereof) *multi-travel lane* system implementation project. The project must include AVI and image-based transactions. The Proposer shall have maintained the system for at least one (1) year.

For purposes of this RFP’s minimum Proposer experience requirements, ORT and AET are defined as cashless electronic tolling comprised of two or more adjacent toll lanes in the same travel direction where vehicles move through the Toll Facility at highway speeds (55 miles per hour (mph) or greater). These lanes must be controlled and managed by a zone controller which functions as a single integrated Toll Zone for purposes of framing and capturing a vehicle traveling in any area of the Toll Zone and creating a transaction (including automatic vehicle identification, automatic vehicle classification and image capture). Two adjacent lanes which operate and are controlled and managed by separate lane controllers independently of each other for purposes of framing and capturing a vehicle and creating a transaction will not be considered ORT and AET.

- b. The Proposer, in combination with its Subcontractors, shall have successfully developed and delivered at least one (1) dynamically priced toll project that includes AVI and image-based transactions, toll rate calculation, transaction packaging and processing, and ~~the how~~ ITS elements and devices such as variable toll message signs and detectors ~~that~~ were also integrated into the system. The Proposer shall have maintained the system for at least one (1) year.

**D. Proposal Section 2: Key Team Qualifications –**

Provide the following information regarding the Proposer’s Key Team qualifications, including Subcontractors. Please number and provide the information in the specific format provided below.

- 1. Using the table below identify the following Key Personnel on this Project, including their percentage of time on site (NCTA Project office) and percentage time commitment to this Project. These positions are further detailed in **Section III, Scope of Work and Requirements**, Section 5.1.3 Staffing and Key Personnel.

Proposers are permitted but not required to name up to two additional Key Personnel to reflect their commitment to Work they believe to be key to the Project success. All named additional Key Personnel shall have resumes and references supplied as instructed below.

<b>Table 4-2</b>		
<b>Key Team Personnel Roles and Commitments</b>		
<b>Project Principal:</b>		Responsible for the overall conduct and performance of the Project; oversight of the Project; the performance of the Contractor Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Contractor Project Manager.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Project Manager:</b>		Responsible for all day-to-day Work; the overall execution and delivery of the Project and the day-to-day Contractor contact person on the Project.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Deputy Project Manager:</b>		Assists the Contractor Project Manager in the execution and delivery of the Project and the day-to-day Operations.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	

<b>Table 4-2</b>		
<b>Key Team Personnel Roles and Commitments</b>		
<b>Technical Manager (Roadside Systems):</b>		Responsible for management of all Roadside Systems technology and resources including selection of the lane solutions; peripherals; subsystems; Software development and Systems Maintenance.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Technical Manager (Roadway Support Systems):</b>		Responsible for management of all technology and resources related to the Roadway Support Systems, including Software development, on-going Hardware/Software Maintenance, Equipment and Systems and information security as required to satisfy the Requirements of the Contract.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Installation Manager:</b>		Responsible for the installation and Commissioning of the System (can be combined with Maintenance Manager).
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Maintenance Manager:</b>		Responsible for the <del>installation—Maintenance and Commissioning</del> of the System (can be combined with Installation Manager).
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Quality Assurance Manager:</b>		Responsible for consistent quality throughout the Design, Development, Testing and Implementation of the Roadway System through good Quality Assurance and Quality Control practices.
Implementation	Maintenance	
[ ]% onsite	[ ]% onsite	
[ ]% on Project	[ ]% on Project	
<b>Test Manager:</b>		Responsible for the overall planning and implementation of the Roadway System testing program.
Implementation	Maintenance	

<b>Table 4-2</b>		
<b>Key Team Personnel Roles and Commitments</b>		
<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	
<b>Dynamic Pricing System Manager:</b>		Responsible for management of all Dynamic Pricing Systems technology and resources, including dynamic pricing module architecture; algorithm selection, participate and lead toll rate discussions, provide simulation, tuning and configuration Updates to the parameters required to meet the Agency goals; peripheral interfaces to VTMS, VTMS cameras and other input devices; oversight of dynamic pricing application including, control station and Dashboards, and dynamic System Maintenance.
Implementation	Maintenance	
<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	
<b>Additional Key Team Member 1 (if applicable):</b>		
Implementation	Maintenance	<b>Describe Role:</b>
<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	
<b>Additional Key Team Member 2 (if applicable):</b>		
Implementation	Maintenance	<b>Describe Role:</b>
<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	<input type="checkbox"/> % onsite <input type="checkbox"/> % on Project	

2. Describe the experience of each Key Team Member and how it relates specifically to this Project.
3. Provide resumes (not to exceed two (2) pages per team member), for each of the Key Project Team Members. (Include in Proposal Section 7 and note in your response to this item that it has been provided in Proposal Section 7.)
4. Proposers must complete at least one (1) Key Team References form (Reference Form Part 2) provided in **Exhibit D-5 Forms** for each Key Team member. (Include in

Proposal Section 7 and note in your response to this item that it has been provided in Proposal Section 7.)

5. Complete the List of Subcontractors Form from **Exhibit D-2 Forms** which includes Subcontractor name; address; Work to be performed, and estimated percentage of total Work value to be performed. Also complete the RS-2 Form for each Subcontractor as further instructed in Section I-2.21.4 Listing of Subconsultants. Include both the completed list of Subcontractors and the RS-2 Form in Proposal Section 7 and note in your response to this item that they have been provided in Proposal Section 7.) Subcontractor substitutions after Proposal Submittal shall require NCTA prior Approval.

#### **E. Proposal Section 3: Approach to Scope of Work and Requirements –**

Provide responses to the items below regarding the Proposer's approach to the Scope of Work and Requirements. Please number responses and provide the information in the specific format provided below.

1. Discuss Proposer's technical approach to satisfying all of the functional requirements for the RTCS architecture with focus on redundancy and reliability. With the aid of drawings, describe how the Proposer's solution and choice of Equipment meet the availability requirements.
2. The current Monroe Expressway Toll Zone Design being provided by the Design-Build Constructor includes:
  - a. dual gantry design which provides for 50-foot separation between the gantry columns and
  - b. provide physical location requirements (transversely, longitudinally and vertically) for Equipment layouts and sensor placements for the AET System lanes, including travel lanes, inside shoulders lanes that are four (4) feet or greater and outside shoulder lanes measuring fourteen (14) feet.

Discuss the Proposer's technical approach to providing optimal performance for toll System Equipment while meeting the Performance Requirements as specified in **Section III, Scope of Work and Requirements**. Provide drawings identifying where Equipment will be located on the gantry provided in Attachment II AET Standard Drawings. In addition, wherever possible, provide supporting drawings to explain the Equipment layouts and sensor spacing using the concepts provided in **Section III, Scope of Work and Requirements**.

3. Discuss the Proposer's approach to generating a Complete Transaction, or a fully formed, image reviewed, and verified image-based and AVI transactions for processing, reporting, and reconciliation with the existing NCTA CSC Back Office.
4. Discuss the Proposer's approach to managing toll rates, fare schedules and fare determination for Express Lane implementations to meet Performance Requirements as specified in **Section III, Scope of Work and Requirements**. Include the following:

- a. A detailed description of the Dynamic Pricing Module features that will be delivered with the RTCS. Include in Appendix 54 screen shots of graphical user interface (GUI) and provide sample reports.
  - b. A description of the functionality of the dynamic pricing algorithm, including:
    - I. Identification of the use of different inputs to manage traffic performance in the Express Lanes (EL) to maintain an acceptable level of service during peak travel periods.
    - II. A detailed discussion of additional features of the Dynamic Pricing Module and Contractor-provided tools, including:
      - the ability to accurately model performance of Express Lanes;
      - the capability to add roadways to the express lane network;
      - the ability to monitor and control VTMS signs and to obtain inputs including data from traffic detectors, and
      - the flexibility of the module to use static, time-of-day, and/or dynamic pricing simultaneously on multiple Express Lanes facilities managed by the RTCS solution.
5. Discuss the Proposer's approach to overall dynamically priced reversible Express Lane Operations including the use of a gate control Systems, integrated ITS elements and pricing algorithms for US-74, which is described in greater detail in **Section III, Scope of Work and Requirements**. Specifically, describe what Software will be used in order to operate the gate function and how the Proposer will provide Maintenance for that Software. In addition, please describe your approach for managing the Variable Toll Message Signs (VTMS) on the Express Lanes including Maintenance of VTMS as well as control and Updates for the VTMS. Please also describe the Software that will be utilized.
  6. Specifically address how the Proposer's solution and architecture will accommodate changes in technology given anticipated upgrades, growth and technology advances during the Contract Term.
  7. Identify all third-party Software and vendor with version numbers including operating system; database; security Software; monitoring tools and Software and freeware for the Proposer's solution and include product cut sheets in Proposal Appendix I. Also identify other Proposer projects where such Software is deployed.
  8. Describe the Contractor's System security Design that prevents virus attacks and unauthorized access and identify detection and alerting mechanisms in place in the event of attempted or successful intrusions.
  9. Identify all Roadside Toll Collection System Equipment and servers and their connectivity with the aid of diagrams. Include details of each of the subsystems and include product cut sheets in Proposal Appendix I.

10. Provide a preliminary bill of materials (BOM) in Proposal Appendix 23 that meets the requirements set forth and described in **Section III, Scope of Work and Requirements**. (Note in your response to this item that it has been provided in Proposal Appendix 23). The BOM shall fully match the Equipment and third-party products in the Price Proposal. (Do not include any pricing in this version of the BOM). Identify a second source for each type of Equipment where possible.
11. Provide a description of the proposed System bandwidth requirements with back-up details and a diagram of the proposed System network architecture that presents all of the RTCS and Roadway Support System Local Area Network (LAN), Metro Area Network (MAN), and Wide Area Network (WAN), and where applicable the Metro Area Network (MAN), including Proposer's Design for redundancy to meet the network requirements in accordance with **Section III, Scope of Work and Requirements**.
12. Describe clearly and with the aid of diagrams and flow charts the proposed System transaction processing logic. Explain how the Proposer's System processes and frames vehicle transactions. Provide a diagram that identifies framing logic, timing and event processing with specific emphasis on vehicle spacing and the associated Performance Requirements of **Section III, Scope of Work and Requirements**. Details of the System's ability to handle single point of failures within each subsystem and handling of degraded mode Operations and their impact on transaction processing and toll revenue shall be explained.
13. Discuss the Proposer's Design approach and tools available for ensuring and confirming:
  - a. that there are no missing transactions and all vehicles are accurately captured and reported including during failover from the primary controller to the secondary controller;
  - b. receipt of all transactions at the AET Toll Host Systems;
  - c. subsequent transmission of all transactions to the existing NCTA CSC Back Office System;
  - d. subsequent guaranteed transmission of all AVI transactions to the existing NCTA CSC Back Office System;
  - e. successful transmission of all image-based transactions and images to the existing NCTA CSC Back Office System, and
  - f. and that all errors, exceptions, missing and failed transactions are identified and reported as further set forth in **Section III, Scope of Work and Requirements**.
14. Provide details of the Proposer's solution to the transaction reconciliation and audit process described in **Section III, Scope of Work and Requirements**.
15. Explain the Proposer's solution and the flexibility in the Design to address national Interoperability requirements relating to integrating with multiprotocol readers and/or the use of multiprotocol Transponders; modifying and adapting the Design to

incorporate new readers, antennas types and locations, and supporting the transition to a new national Interoperability solution with limited interruptions to the revenue collection.

16. Discuss the Proposer’s approach to integrating the NCTA-provided AVI System in order to meet Performance Requirements as further set forth in **Section III, Scope of Work and Requirements**.
  - a. Provide description of experience integrating the Proposer’s RTCS solution with multiprotocol AVI systems.
  - b. Describe any logic incorporated into the Proposer’s solution to prevent cross lane reads and false reads and to account for multiple Transponders in vehicles.
17. Discuss the Proposer’s Automatic Vehicle Detection and Classification (AVDC) system solution for both AET and Express Lanes through the asphalt paved tolling zone. Specifically discuss the following:
  - a. Handling of stop and go, bumper-to-bumper traffic with vehicles that are spaced as closely as three (3) feet apart.
  - b. Handling of lane straddling and lane changing.
  - c. Handling of detection of vehicles on the shoulders.
  - d. Providing redundancy in vehicle classification, vehicle framing and camera triggers.
  - e. Handling of detection and notification of vehicles traveling in the wrong direction on the Monroe Expressway or through the US-74 Express Lanes.
  - f. Handling the environmental conditions in North Carolina, specifically heavy rain, fog and snow, and their impacts on vehicle detection, framing, and camera trigger. Explain how the Proposer’s Equipment selection and logic will prevent false detection and triggers in the extreme weather conditions that are common to the area.
  - g. Describe how processing rules will be implemented to provide vehicle classification that meets the class structure for axle-based classification as described in **Section III, Scope of Work and Requirements**.
18. Discuss Proposer’s adherence to the Performance Requirements and explain how Proposer will meet or exceed key specific Performance Requirements set forth in **Section III, Scope of Work and Requirements**. Provide actual examples, if available, of how each of the Performance Requirements was met or exceeded on other similar projects and how the performance was measured.
19. Discuss Proposer’s approach to satisfying the specific reporting requirements of the Project, highlighting any unique features of Proposer’s reporting system relating to performance reporting and other types of reports. Also, specifically address limiting parameters to lane numbering and Plaza reporting structure(s), if any. Provide examples of the Proposer’s flexibility in reporting by Agency, Toll Facility, Toll Zone and lane.

Provide examples of key reports and graphs to support your statements in Proposal Appendix [54](#).

20. Discuss Proposer’s approach to testing and System Acceptance, as described in **Section III, Scope of Work and Requirements** to support the Project. Specifically, reference Section 6.2 Factory Acceptance Test (FAT), Section 6.3 Onsite Installation Test (OIT), and Section 6.4 Installation and Commissioning Test for more detailed information. Please address:
  - a. Proposer’s overall test Plan approach.
  - b. Phased approach to testing the lane solutions.
  - c. Plans for Factory Acceptance Test (FAT), including test site location and configuration.
  - d. Plans for conducting the Onsite Installation Test (OIT) (also may be referred to as Site Acceptance Test (SAT)) for both AET and Express Lanes tolling facilities.
  - e. Approach to Commissioning testing.
  - f. Approach to Operational/Acceptance Test of the Project and how Proposer Plans to conduct the accuracy and performance testing within the constraints of live traffic.
  
21. Discuss your Maintenance Online Management System (MOMS). Provide the following:
  - a. A complete list of all faults automatically detected by the System and reported in MOMS in Appendix [34](#). Include in the list whether each fault: i) generates an automatic work order, ii) records a recovery event and automatically closes the work order upon recovery and iii) records an automatic recovery message but requires a technician to close the work order.
  - b. Identify any MOMS event correlation capabilities, i.e., the capability to suppress multiple “effect” events and report the root cause failure instead.
  - c. Identify which components have electronic serial number support and how it is used for inventory tracking.
  - d. Describe the capability, if any, to temporarily block new work orders from being generated for a particular location, component type, or fault type.
  - e. Describe diagnostic tools available for each roadside component. Indicate if each tool has a read-only capability that can be assigned to non-maintenance user roles.
  - f. Describe the inventory management functionality to be delivered as part of MOMS as described in **Section III, System Scope of Work and Requirements**.
  - g. Describe the reporting capabilities of MOMS, including those required to support the Maintenance Performance reporting as described in **Section III, System Scope of Work and Requirements**.

- h. Describe how tickets are generated and closed in MOMS to support an efficient and verifiable Maintenance program, including how the actual ticket open and close date/time will be traceable and auditable within the System and reports.

#### F. Proposal Section 4: Approach to Project Plan and Implementation –

Provide responses to the items below regarding the Proposer's approach to the Project Plan and Implementation. Please number and provide the information in the specific format provided below.

NCTA has established milestone dates for the Project that are subject to change at the sole determination of NCTA. These milestones are provided in **Exhibit A, Project Implementation Schedule**. This list of milestones is not intended to include all Project milestones of the Project, but to present planned major milestones to allow the Proposer sufficient detail to develop a meaningful Preliminary Project Implementation Schedule as a part of its Proposal. Proposers may identify certain interim milestones on the Project Schedule; however, it is critical that the milestone dates in bold italics are achieved on the dates shown in the schedule.

Proposers shall note that the current planned Go-Live dates for both the Monroe Expressway and US-74 Express Lanes are as of RFP issuance. The Monroe Expressway and US-74 Express Lanes projects are or will be active construction projects with schedules affected by delays or acceleration due to many factors including weather, resource availability, etc. The Contractor shall be able to accommodate these schedule adjustments without a change to the Contract price, subject to NCTA notifying the Contractor of the change in milestone date(s) at least nine months in advance of the Go-Live date(s); however, Proposers shall prepare their schedules based on the dates noted in **Exhibit A, Project Implementation Schedule**.

With these points in mind, Proposers shall provide the following information:

1. Discuss the approach for delivering the RTCS in the timeframe specified, highlighting the major challenges and issues to meeting the Project milestones established in **Exhibit A, Project Implementation Schedule**. Identify key elements to your approach. Identify and describe any anticipated potential problems or issues associated with the current schedule provided in **Exhibit A, Project Implementation Schedule**; the Proposer's approach to resolving these problems and any special assistance that will be requested from NCTA to meet the schedule.
2. Provide a Preliminary Project Implementation Schedule ~~in that has been developed using~~ MS Project and submitted in PDF file format that meets the schedule guidelines set forth above and is based on the **Exhibit A, Project Implementation Schedule**. The schedule shall be resource loaded. Do not include Gantt chart bars in the schedule. All major elements of the Project requirements shall be addressed in the Preliminary ~~Implementation~~ Project Implementation Schedule, including draft submissions, review cycles and final Approvals. Include the Preliminary Project Implementation Schedule in Proposal Section 7 and note in your response to this item that it was provided in Proposal Section 7.

3. Discuss your plan to accommodate potential schedule adjustments discussed above. With regard to both Monroe Expressway and the US-74 Express Lanes Go-Live date(s).
  - a. Also address what are the major elements of your implementation approach that will allow flexibility in the possible schedule adjustments.
  - b. Are there potential issues or conflicts with the acceleration of the Monroe Expressway? If so, please discuss and provide potential solutions and workarounds.
  - c. Are there potential issues or conflicts with potential postponement of US-74 Express Lanes? If so, please discuss and provide potential solutions and workarounds.
  - d. Describe the synergies or impacts if both the acceleration of the Monroe Expressway and postponement of US-74 Express Lanes were both to occur.
4. Discuss the Proposer's approach to project management for implementation and Operation and Maintenance of the RTCS, addressing the Project Management Plan requirements of **Section III, Scope of Work and Requirements**. Please specifically discuss your approach to the following project management elements:
  - a. Project Schedule;
  - b. Design, Hardware procurement, Software development, implementation and testing, Commissioning, training and Maintenance;
  - c. Resources and availability of resources;
  - d. Work flow and assignments;
  - e. Project correspondence and report delivery, tracking, reviews, Approvals, etc.;
  - f. Proposed management initiatives and innovations for site effectiveness and efficiency, such as management and cost control techniques, and cost saving ideas and
  - g. Quality Control Plan – a Plan that describes the Firm's procedures and techniques for Quality Control and Quality Assurance in all areas including development of the System Requirements, functional requirements, Business Rules and Design Documentation; Hardware procurement; Software development; implementation and testing; Commissioning; Maintenance; and trouble tracking. Each Proposer shall specifically address Quality Control (how quality is being ensured) and Quality Assurance (assurance that Quality Control is effectively being performed).
5. Specifically address Proposer's approach to coordination of the Design with the civil contractor responsible for the provision of the overhead structures, pavement and shelters in accordance with **Section III, Scope of Work and Requirements**, given that the civil design and construction work will be in progress at the time of Contract execution on this Project. Provide examples of similar experience and lessons learned to enhance communication and coordination that will be applied to the benefit of NCTA.

6. Specifically address what elements, such as processes, procedures, communications, meetings, issues tracking, and quality control will be in place during the installation process to ensure timely communication and resolution of problems with NCTA's civil designer and contractor without the intervention of NCTA.
7. Provide an Implementation Phase organization chart that shows planned staffing for all levels of the Project, which is consistent and coordinated with the pricing and staffing provided in the Price Proposal.
8. Discuss how the Implementation Phase will be staffed and the intended level of effort. Include location of staff, headcounts and full time equivalents (FTEs). Provide details on staffing at least one level below the Key Team Personnel. The information provided must be consistent and coordinated with the pricing and staffing provided in the Price Proposal, as well as with the organizational chart provided in item 7 above.
9. Provide a Plan for staffing onsite in the Monroe, NC or Charlotte, NC metropolitan area from installation through Acceptance. NCTA desires a local Project office within 25 miles of downtown Charlotte, NC with a dedicated onsite Project Manager during Implementation Phase. The Plan shall identify which staff will be onsite in this time period and for what percentage of time.
10. Discuss the installation process and how Proposer intends to meet the installation requirements of **Section III, Scope of Work and Requirements** while meeting the schedule requirements.

#### **G. Proposal Section 5: Approach to Operations and Maintenance –**

Provide responses to the items below regarding the Proposer's approach to Operations and Maintenance. Please number and provide the information in the specific format provided below.

1. Discuss the Proposer's approach to Maintenance that will meet or exceed all Maintenance Services and warranty requirements as specified in **Section III, Scope of Work and Requirements**.
2. Discuss the Proposer's Plan to coordinate the delivery of Maintenance Services with the NCTA CSC Back Office provider and operator and other interfacing third parties. Specifically address the applications and tools that facilitate identification of problems with interfacing systems and the ability to communicate effectively with NCTA and third-party providers on a long-term basis. For example, when Maintenance Services could impact back office operation.
3. Discuss the Plan for coordination of NCTA and Proposer's Maintenance responsibilities.
4. NCTA desires a local Maintenance Office within 25 miles of downtown Charlotte, NC to be in place continuously beginning at the start of the Maintenance Phase. Discuss how this will be addressed in a cost-effective manner and what staff is anticipated to be in the office.
5. Provide an organizational chart that details how all required Maintenance functions will be staffed with intended level of effort (broken down by facility for potential future

- implementations). The organization chart must be consistent with the pricing and staffing assumed and provided in the Price Proposal.
6. Discuss Proposer's staffing model and how all required Maintenance functions will be staffed with the intended level of effort identified. Include location of staff, headcounts and full time equivalents (FTEs). Provide detail regarding daily Work hours and coverage schedules. The information must be consistent with the pricing and staffing provided in the Price Proposal, as well as with the organizational chart provided as a part of item 5 above.
  7. Discuss and illustrate how Maintenance staffing would be adjusted in order to address current and potential future implementations, which would occur across a broad geographic region. Please provide specific information including how Maintenance staffing might be impacted by statewide implementation. Identify what the drivers might be for efficiencies in Maintenance costs as the number of facilities increase. Do not include any pricing or cost information in this response.
  8. Discuss the Proposer's training approach for the Proposer's Maintenance staff and for NCTA staff.
  9. Identify specifically what cost items are included in the Maintenance Services and what items would represent additional costs to be charged to NCTA. Do not include any information regarding actual cost or price.
  10. Provide Proposer's anticipated schedule for Upgrades, patches and Updates, upon which pricing is based. Specifically address what Software and application Upgrades and Updates are included in the Maintenance Services pricing (e.g. operating System and relational database management Systems) and on what frequency. Do not include any information regarding actual cost or price.
  11. Describe the Proposer's technical solution, planned automation levels, staffing approach, and overall approach for image-based transaction processing to ensure that the key performance and accuracy requirements are met or exceeded, as stated in **Section III, System Scope of Work and Requirements**.
  12. Describe Quality Control and Quality Assurance process and procedures associated with image-based processing. Describe how the system is initially trained and "truthed" and discuss what processes and procedures are in place for ongoing Quality Control and Assurance.
  13. Describe screens and reporting that will be made available to NCTA that will assist the NCTA in efficient periodic audit and verification of the performance and accuracy requirements.

#### **H. Proposal Section 6: Adherence to the Scope of Work and Requirements, Terms and Conditions and Requirements Conformance Matrix -**

1. The Proposer must complete and submit the Excel version of the Requirements Conformance Matrix which is provided in PDF form in **Exhibit D-6, Forms**. The matrix covers each of the functional and technical Requirements set forth in **Section III, Scope of Work and Requirements**. The Excel version of the Requirements

Conformance Matrix is attached to the posted PDF of the RFP and can be downloaded from NCTA's website at <http://www.ncdot.gov/turnpike/business/>.

2. Proposers are not to alter the technical Requirements listed in the Requirements Conformance Matrix in any way and must use the worksheets provided. The Proposer shall submit a PDF version of the completed matrix in this Proposal Section 6, in addition to submitting the Excel version of the matrix on CD/DVD, as directed in **Section IV, Proposal Contents and Submission**, Section 2.1 Submission of Technical Proposal.
3. If a Proposer indicates in the Requirements Conformance Matrix that a Technical Requirement is not provided ("N"), the specific Requirement(s) to which exception is taken must also be separately identified and explained in this Proposal Section 6. For each of the "N" items, indicate a description of the exception taken in the comments column of the Requirements Conformance Matrix and provide a more detailed explanation in this Proposal Section 6, including the Section and Requirement number.
4. The Proposer must submit its Proposal, including the Price Proposal, on the basis of the terms and conditions set out in **Section V, ~~Draft Contract Terms and Conditions~~**. The NCTA may reject any Proposal that is conditioned on the negotiation of Terms and Conditions set out in **Section V, Terms and Conditions** or to other provisions of the RFP as specifically identified above.
5. In Proposal Section 6, Proposers may identify and describe any key assumptions made related only to **Section III, Scope of Work and Requirements**. ~~No assumptions regarding the Terms and Conditions of the Contract shall be included in the Proposal.~~ Scope of Work and Requirements assumptions may be considered during the Proposal evaluation process at the sole discretion of NCTA. No assumptions regarding the terms and conditions of the Contract shall be included in the Proposal. An "assumption" is a Proposer's stated expectation or supposition that would require a change to an RFP term and condition or the addition or deletion of an RFP term and condition.
6. The Proposer must clearly identify any proposed exceptions to the Terms and Conditions in this Proposal Section 6, which will be considered in accordance with **Section I, Administrative**, Section 2.18 Contractual Obligations. The Contractor waives the right to raise new exceptions and alternatives during negotiations, however, any details not yet defined in the documents by NCTA may still be negotiated.

#### I. Proposal Section 7: Forms and Submittals –

Proposers shall provide all Proposal forms required to be submitted as part of the RFP in Section 7 of the Proposal, unless otherwise specifically directed. Proposers shall submit properly completed forms that have been provided in **Exhibit D, Forms**. Please refer to Table 4-3 below for a Forms and Submittals Checklist. The checklist identifies the location of the form or the Submittal requirement in the RFP and also where the form or Submittal is to be included in the Proposal.

Proposers shall not modify any of the forms unless specifically instructed by NCTA to do so. Completion of forms will be checked during the initial Pass/Fail screening of the submitted Proposals. Proposals not adhering to this requirement may be considered as non-compliant.

**Table 4-3: Forms and Submittal Checklist**

Form #	Form/Submittal Name	Location in RFP	Location of Form/Submittal in Proposal
<b>Forms to be Submitted</b>			
D-1	Proposal Cover Sheet	Exhibit D-1	Technical Proposal Envelope with Original of Proposal
D-2	List of Subcontractors and R-2 Form	Exhibit D-2	Technical Proposal Section 7
D-3	Recent Client List	Exhibit D-3	Technical Proposal Section 7
D-4	Reference Forms Part 1	Exhibit D-4	Technical Proposal Section 7
D-5	Reference Forms Part 2	Exhibit D-5	Technical Proposal Section 7
D-6	Requirements Conformance Matrix	Exhibit D-6	Technical Proposal Section 6
D-7	Price Proposal	Exhibit D-7	Price Proposal Envelope
D-8	Proposer Questions Forms	Exhibit D-8	N/A: To be used for submission of Proposer questions to NCTA
D-9	Non-Collusion Forms	Exhibit D-9	Technical Proposal 7
D-10	Surety Commitment Letter	Exhibit D-10	Technical Proposal Section 7
D-11	Acknowledgment of Receipt of Addenda	Exhibit D-11	Technical Proposal Section 7
<b>Other Proposal Submittals</b>			
N/A	Resumes	See Section IV-1.2	Technical Proposal Section 7
N/A	Preliminary Project <u>Implementation</u> Schedule	See Section IV-1.2	Technical Proposal Section <u>74</u>
N/A	Implementation Phase Organization Chart	See Section IV-1.2	Technical Proposal Section 4
N/A	Maintenance Phase Organization Chart	See Section IV-1.2	Technical Proposal Section 5
N/A	Bid Bond	See Section I- 4.1	Price Proposal Envelope

**J. Proposal Appendices** - The Proposer shall submit the following materials in the form of Proposal Appendices:

- Appendix 1. – Hardware Cut Sheets
- ~~Appendix 2. – Draft Schedule~~
- Appendix 32. – Audited Financial Statements (Two Years)
- Appendix 34. – Preliminary Bill of Materials (BOM) that details all Equipment and third-party products provided and will become the basis for the complete, Approved parts list, including spare parts.
- Appendix 54. – Sample Reports

## 2. Submission of Proposal

All Technical and Price Proposals shall be submitted in sealed envelopes or boxes, bearing on the outside the following information, and delivered to the address provided on the front page of this RFP:

### Technical or Price Proposal:

ROADSIDE TOLL COLLECTION SYSTEM

#### Submitted By:

PROPOSER'S NAME

PROPOSER'S ADDRESS

CITY, STATE, ZIP CODE

PROPOSER'S PHONE NUMBER

### 2.1. Submission of Technical Proposal

1. **Form of Technical Proposal.** Submit Technical Proposals in printed form and on CD/DVD.

- ~~Provide the print copies in separate three-ring binders for each volume, and separate the major sections of each volume with tab dividers. The hard copy of the Technical Proposal shall be included in one (1) volume only so that only one (1) three ring binder is required for the Technical Proposal. Proposers may submit Technical Proposal Appendices in a separate volume or volumes, depending upon size of documents and personal preferences.~~
- The electronic copy shall be provided in \*.pdf format. All sections listed in Table 4-1 (Cover Letter, Executive Summary, Proposal Sections 1 – 7, and Appendices) Each volume and major section shall be a separate \*.pdf file. Any Proposal exhibits or information prepared either as graphics or with other programs such as scheduling programs shall be viewable in a \*.pdf file without any other software required for Proposal review, with the exception of the Conformance Matrix and the Price Proposal, which shall also be provided in Excel as further instructed below. The Excel version of the Requirements Conformance Matrix shall be included on the Technical Proposal CD/DVD.

2. Page Presentation. Technical Proposal text shall be single-space, a minimum of 10- point Arial or 12-point Times New Roman font, printed on both sides of the page. Each page header and/or

footer should include the Proposer's name and Technical Proposal section, along with page numbers and date of the Proposal.

Supplemental information other than the Proposal Cover Letter, Executive Summary and Proposal response Sections 1 through 6 may be in a different font from that specified; however, in no case should the font be smaller than 9- point and Proposers should consider the overall readability of the document when submitting. NCTA will not be responsible for reviewing portions of proposals with illegible text.

Headers and footers may be in different size font from that specified, subject to the same caveats identified in the paragraph above.

**2.3. Number of Copies.** Provide seven (7) printed copies and one (1) CD/DVD of all portions of the Technical Proposal. The copy with the original cover letter and cover sheet should be marked "Original". Each copy shall be numbered (e.g., 2 of 7, 3 of 7).

**3.4. Easy to Read and Cross-Reference.** The Proposers need not duplicate or quote in detail from attached reference materials provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. The reference shall include the document name, page number(s) in the document, and paragraph number(s) or line number(s) where the referenced information is located. Underlining, boxing, highlighting, etc. that will call attention to referenced information in a manner that will assist in locating it is recommended.

**4.5. Writing Style.** Proposal Documentation should provide an example of what Project Design Documentation will look like. NCTA prefers economy of words, direct writing, active voice, and minimum of marketing superlatives.

**5.6. Trade Secrets and Confidential Information.** The NCTA is a public agency of the State of North Carolina, subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes. The NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance applicable Federal and State laws or regulations. The NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum.

A Proposer, having formed a good faith opinion, upon consultation with legal or other knowledgeable advisors that information submitted may contain a trade secret as defined in G.S. § 66-152 or other information exempted from the North Carolina Public Records Act pursuant to G.S. § 132-1.2, may so designate appropriate portions of its Proposal by marking the top and bottom of pages containing confidential information in boldface type "CONFIDENTIAL." NCTA, however, may serve only as a custodian of information a Proposer deems confidential. NCTA shall not act as an arbiter or defender of any claims related to assertions of confidential information. If a request is made for disclosure of information submitted, or an action is brought to compel NCTA to disclose information marked confidential pursuant to G.S. § 132-1 et seq. NCTA will notify the affected Proposer of such request or action.

In submitting a Proposal in response to this RFP, a Proposer agrees to: (i) defend its assertions of confidentiality by instituting appropriate legal proceedings, at its own expense and through its counsel, or intervening in an action brought against NCTA to compel disclosure, to defend its

assertions of confidentiality; and (ii) hold the State and NCTA, and any officials or employees thereof harmless from any and all damages, costs, and attorney's fees awarded against the State and NCTA arising out of any such actions. Nothing in this section shall preclude the State or NCTA from participating in the defense of such actions, at its option and expense through its counsel. NCTA shall have no liability to a Proposer with respect to the disclosure of any information, including confidential information, subject to an order by a court of competent jurisdiction pursuant to G.S. § 132-9 or any other applicable law.

NCTA does not intend to divulge the contents of any of the Technical Proposals. NCTA will retain all Technical Proposals until final successful Contract execution, after which NCTA intends to destroy Proposals submitted by unsuccessful Proposers as allowed by law.

## 2.2 Price Proposal Content and Format

1. Separate and Sealed. The copies of the Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal.
2. Price Proposals shall be submitted using the Price Proposal Workbook included as **Exhibit D-7, Forms**.
3. Proposers shall complete the Price Proposal Workbook in accordance with **Exhibit C, Price Proposal Instructions**.
4. One (1) original and one (1) hard copy of the Price Proposal shall be submitted by the Proposer.
5. The original Price Proposal envelope shall be marked "Original". Each copy shall be numbered (e.g., 2 of 5, 3 of 5).
6. An original of the bid bond shall be included in the Price Proposal package. Amount and instructions for the bonds is included in **Section I, Administrative**, Section 4.1 Notification of Award.
7. One copy of a CD/DVD containing the Price Proposal in electronic format shall be provided. The file format for the electronic copy of the Price Proposal shall be Microsoft Excel 2010. The CD/DVD containing the Price Proposal shall be clearly labeled with the same nomenclature identified for the outside of the sealed Price Proposal envelope.
8. Proposers shall not include any assumptions in their Price Proposals. If the Proposer includes assumptions in its Price Proposal, NCTA may reject the Proposal. Assumptions should be provided in the manner set forth in **Section IV, Proposal Contents and Submission**, Section 1.2 Content of Technical Proposal (Proposal Section 6).
9. Any costs for Work that is not provided in the Price Proposal will be assumed as no charge to NCTA.

# **Section V**

## **Terms and Conditions**

## TABLE OF CONTENTS

I. Contract Terms and Conditions .....	1
I.1. Payment Terms and Conditions .....	1
I.2. Contract Terms.....	1
I.3. Bonus and Damages.....	2
I.3.1. Bonus Payments for Substantial Completion.....	2
I.3.2. Liquidated Damages.....	2
I.3.3. Actual Damages.....	3
I.3.4. Risk of Loss.....	3
I.4. Audits and Financial Reporting.....	4
I.4.1. Annual Audited Financial Statements.....	4
I.4.2. Audit and Examination of Records.....	4
I.5. Contractor Cooperation.....	5
I.6. Warranties .....	7
I.6.1. System Warranty during Maintenance Phase.....	7
I.6.2. Software Warranties.....	7
I.6.3. Third-Party Warranties.....	9
I.6.4. Services Warranties.....	9
I.6.5. Data Accuracy.....	10
I.6.6. Additional Warranties .....	10
I.6.7. Pervasive Defects.....	10
I.6.8. General Guaranty.....	10
I.7. Software and License .....	11
I.8. Authority of the Project Manager.....	14
I.9. Key Team Personnel .....	14
I.10. Phases of the Project and Acceptance .....	15
I.10.1. Phases of the Project.....	15
I.10.2. Acceptance of Implementation Phase .....	16
I.10.3. Provisional Acceptance.....	16
I.10.4. Final Acceptance of Implementation Phase .....	16
I.10.5. Project Acceptance of All Phases .....	17
I.10.6. Project Completion.....	18
I.11. Order of Precedence.....	18

<b>2. Contract Changes and Termination .....</b>	<b>18</b>
<b>2.1. General .....</b>	<b>18</b>
<b>2.2. Change Orders.....</b>	<b>19</b>
<b>2.3. Extra Work Orders.....</b>	<b>19</b>
<b>2.4. Maintenance Task Orders .....</b>	<b>19</b>
<b>2.5. Time Extensions, Schedule Changes and Submittals .....</b>	<b>20</b>
<b>2.6. Contract Termination.....</b>	<b>21</b>
2.6.1. Termination General Requirements .....	21
2.6.2. Termination for Cause .....	21
2.6.3. Termination for Convenience Without Cause .....	23
<b>2.7. End of Contract and Transition .....</b>	<b>24</b>
<b>3. General Terms and Conditions .....</b>	<b>24</b>
<b>3.1. Standards.....</b>	<b>24</b>
<b>3.2. Acceptance Criteria .....</b>	<b>24</b>
<b>3.3. Personnel.....</b>	<b>25</b>
<b>3.4. Subcontracting.....</b>	<b>25</b>
<b>3.5. Contractor’s Representation.....</b>	<b>25</b>
<b>3.6. Software and Intellectual Property .....</b>	<b>26</b>
3.6.1. Internal/Embedded Software License and Escrow .....	26
3.6.2. Software Maintenance/Support Services .....	27
3.6.3. Patent, Copyright and Trade Secret Protection .....	27
3.6.4. Tolls Data Ownership and Security .....	28
<b>3.7. Other General Provisions .....</b>	<b>29</b>
3.7.1. Governmental Restrictions .....	29
3.7.2. Prohibition Against Contingent Fees and Gratuities:.....	29
3.7.3. Equal Employment Opportunity.....	30
3.7.4. Inspection at Contractor’s Site .....	30
3.7.5. Advertising / Press Release.....	30
3.7.6. Confidentiality.....	30
3.7.7. Deliverables.....	32
3.7.8. Late Delivery, Back Order.....	32
3.7.9. Assignment .....	32
3.7.10. Insurance Coverage.....	32

3.7.11.	Dispute Resolution .....	32
3.7.12.	Default .....	33
3.7.13.	Waiver of Default .....	33
3.7.14.	Limitation of Contractor’s Liability.....	34
3.7.15.	Contractor’s Liability For Injury to Persons or Damage to Property.....	34
3.7.16.	General Indemnity.....	34
3.7.17.	Changes .....	35
3.7.18.	Time is of the Essence .....	35
3.7.19.	Date and Time Warranty.....	35
3.7.20.	Independent Contractors.....	35
3.7.21.	Transportation.....	35
3.7.22.	Notices .....	35
3.7.23.	Titles and Headings.....	36
3.7.24.	Amendment.....	36
3.7.25.	Taxes.....	36
3.7.26.	Governing Laws, Jurisdiction, and Venue .....	36
3.7.27.	Force Majeure.....	36
3.7.28.	Compliance with Laws.....	36
3.7.29.	Severability.....	37
3.7.30.	Federal Intellectual Property Bankruptcy Protection Act.....	37
3.7.31.	Iran Divestment Act Certification.....	37

# I. Contract Terms and Conditions

## I.1. Payment Terms and Conditions

1. Payment terms are net thirty (30) Days after receipt of a correct invoice. NCTA is responsible for all payments under the Contract. A “correct” invoice is one that contains an accurate description of the amounts due, is in the Approved format, has no errors, includes all required supporting information including payment Approvals, and meets all other Requirements for invoicing set forth in **Section III, Scope of Work and Requirements**.
2. The Contractor shall invoice NCTA for the Implementation Phase based on milestone payments set forth in **Exhibit B, Payment Schedule**.
3. The Contractor shall invoice NCTA in the Operations and Maintenance Phase in accordance with the amounts set forth in the Approved Contractor Price Proposal **Exhibit D-7, Forms** for monthly Operations and Maintenance payments. Adjustments to these payments may be made for Contractor performance below required Performance Requirements as further set forth in **Section III, Scope of Work and Requirements**.
4. NCTA may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Contractor’s written request of not less than thirty (30) Days and Approval by NCTA , NCTA may:
  - a. Forward the Contractor’s payment check(s) or other mutually acceptable means directly to any person or entity designated by the Contractor, or
  - b. Include any person or entity designated in writing by Contractor as a joint payee on the Contractor’s payment check(s), however
  - c. In no event shall such Approval and action obligate NCTA to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations.

## I.2. Contract Terms

The term of the Contract will commence on the Effective Date with a base term followed by an optional Operations and Maintenance Phase extensions. The phases are further described as follows:

- Implementation Phase – The Implementation Phase shall begin on the Effective Date and shall continue until System Acceptance at each of the roadways. is complete. System Acceptance for the Monroe Expressway and US-74 Express Lanes will likely be at different dates.
- Operations and Maintenance Phase – The Operations and Maintenance Phase shall begin upon System Acceptance of the first roadway, either Monroe Expressway or US-74 Express Lanes, and shall continue through the end of the base Contract Term for a period of up to five (5) years.
- Options to Extend – The Optional Extension Phase includes two (~~2~~3) three (3)-year optional Maintenance extensions to be executed at the sole discretion of NCTA, with the first extension commencing upon the end of the base Contract Term.

Any additional facilities or roadways considered as additions to **Section III, Scope of Work and Requirements** will not change the overall duration of the base term and options to extend, as described above.

NCTA shall fix the Effective Date after the Contract has been fully executed by the Contractor and by NCTA and all Approvals required by NCTA contracting procedures have been obtained.

### **I.3. Bonus and Damages**

#### **I.3.1. Bonus Payments for Substantial Completion**

Coordination and cooperation among the Contractor and the Constructor is critical in order to meet the Go-Live Date for Monroe Expressway. This date is listed in **Exhibit A, Project Implementation Schedule**. As such the NCTA desires that the Contractor works with the DB Contractor with such labor, Equipment and materials as necessary to ensure that the Go-Live Date will be met without regard to the time extensions and time reliefs provided for in this Contract. Therefore, as full compensation for all extra cost involved and subject to the conditions outlined herein, the NCTA agrees to pay as a bonus to the Contractor as noted below:

In the event that Go-Live date for Monroe Expressway is achieved by the Go-Live Date set forth in **Exhibit A, Project Implementation Schedule** \$100,000 will be paid to the Contractor.

For purposes of the bonus the Go-Live Date for the RTCS Contractor shall mean the following has occurred: All toll locations on the Monroe Expressway have been Commissioned, the Host has been Commissioned, full and correct data transmission to and from the NCTA CSC Back Office is taking place and the RTCS is in full revenue service, successfully collecting revenue at all toll locations.

If the Contractor does not Go-Live by the Go-Live Date, the Contractor shall not be entitled to any portion of the bonus, regardless of the cause or responsible party. No partial bonus payments for partial completion of any Work will be made.

#### **I.3.2. Liquidated Damages**

1. Liquidated damages per Calendar Day shall be assessed for the Contractor's failure to complete Commissioning of all lanes as further described in **Section III, Scope of Work and Requirements** by the Commissioning milestone date set forth in **Exhibit A, Project Implementation Schedule**. The amounts reflect an estimate of impacts due to delays in open of toll traffic based on official traffic and revenue estimates. The liquidated damages per Calendar day for each Project are as follows:
  - a. Monroe Expressway: \$5,000
  - b. US-74 Express Lanes: \$2,000.
2. Payment adjustments will be assessed not as a penalty, but as liquidated damages for not meeting the Operations and Maintenance Performance Standard Requirements set forth in **Section III, Scope of Work and Requirements**, Section 8 Performance Requirements for the RTCS and Monthly Fee Adjustments. If in the performance of the Services the Contractor does not meet or exceed the Performance Requirements identified therein, NCTA shall reduce the amount it would otherwise pay to the Contractor for such Services subject to the reduction amounts and limits set forth in therein.

3. NCTA may recover any and all liquidated damages by deducting the amount thereof from any monies due or that may become due the Contractor(s), notwithstanding any liens, Notices of liens or actions of Subcontractors, and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall promptly pay any remaining amounts due on demand.
4. In the event that liquidated damages are disallowed for any reason whatsoever, NCTA shall be entitled its actual damages including any and all consequential or incidental damages.
5. Nothing herein contained shall be construed as limiting NCTA's rights to recover from the Contractor any and all other amounts due or that may become due to NCTA, or any and all costs and expenses sustained by NCTA for improper performance hereunder, or for breach or breaches in any other respect including, but not limited to, defective workmanship or materials.

### **I.3.3. Actual Damages**

1. The Contractor acknowledges that its performance after Go-Live is critical to the operation of NCTA in so much as the Services to be provided pursuant to this Agreement directly involve NCTA's revenue and customer service. The Contractor agrees that the actual damages set forth below are fair and reasonable and shall be incurred by the Contractor in the event of unsatisfactory performance.
2. The Contractor shall reimburse NCTA for any revenue, which NCTA identifies as having been lost due to the fault of the Contractor. NCTA may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from payments otherwise due and owing from NCTA to the Contractor. Lost revenue includes, but is not limited to, such events as lost transactions; lost images; lost data; transactions that are not able to be collected upon due to delays in Contractor processing; Contractor-caused delays in escalation or customer notifications that exceed statutory Requirements.
3. The Contractor shall be responsible for any other costs incurred, which are the results of its improper handling of these Services, including such things as special mailings to customers to notify them of a mistake in their monthly statements due to transaction gathering and processing failures and inaccuracies.

### **I.3.4. Risk of Loss**

The Contractor assumes the following distinct and several risks without limitation, whether they arise from acts or omissions (whether negligent or not) of the Contractor or of any of its Subcontractors and suppliers, excepting those risks which arise from negligent acts or omissions of the NCTA:

1. The risk of loss or damage to any property of the NCTA arising out of or alleged to have arisen out of or in connection with the performance of Services pursuant to this Agreement; the risk of loss or damage to any property of the Contractor's agents, employees, and Subcontractors arising out of, or alleged to have arisen out of, or in connection with the performance of Services pursuant to this Agreement.
2. The risk of loss for all Equipment until installed by the Contractor, subject to the NCTA's Approval of the installed Equipment. Title and ownership of the Equipment (other than the Software), and the right to possess and use the Software pursuant to the rights and licenses granted to the NCTA under this Agreement, shall pass to the NCTA upon delivery, subject, in

the case of such title and ownership, to the Equipment conforming to the Requirements set forth in **Section III, Scope of Work and Requirements**.

## **I.4. Audits and Financial Reporting**

### **I.4.1. Annual Audited Financial Statements**

The Contractor shall submit on an annual basis its current audited financial report, financial statements, and any associated notes for the term of the Contract.

### **I.4.2. Audit and Examination of Records**

#### **I. Definition of Records**

- a. Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the Contractor's performance of the Contract determined necessary or desirable by the NCTA for any purpose.
  - b. Proposal Records shall include, but not be limited to, any material relating to the determination or application of Equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining a price.
2. Pursuant to G.S. 147-64.7, NCTA, the State Auditor, appropriate Federal officials, and their respective authorized employees or Agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other authority of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. Additional audit or reporting Requirements may be required by any authority, if in NCTA's opinion, such requirement is imposed by Federal or State law or regulation. The State Auditor and internal auditors of NCTA may audit the records of the Contractor during and after the term of the Contract to verify accounts and data affecting fees and performance.
  3. NCTA reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the Contractor or any Subcontractor. By submitting a response to the RFP, Contractor or any Subcontractor submits to and agrees to comply with the provisions of this section.
  4. If NCTA requests access to or review of any Contract Documents or Proposal Records and Contractor refuses such access or review, Contractor shall be in default under its Contract with NCTA, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension, termination or disqualification of Contractor. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating

to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for NCTA during the period of disqualification or suspension. Disqualification shall mean the Contractor is not eligible for and shall be precluded from doing future work for NCTA until reinstated by NCTA.

5. Final Audit for Project Closeout: The Contractor shall permit NCTA, at NCTA'S option, to perform or have performed an audit of the records of the Contractor and any or all Subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and Acceptance of the contracted Services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by NCTA because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to NCTA upon demand. Final payment to the Contractor shall be adjusted for audit results.
6. Contractor shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years after the later of: (i) Final Acceptance of the Project by NCTA, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records.

## **I.5. Contractor Cooperation**

1. During the course of this Agreement, NCTA may undertake or award other agreements for additional work, including but not limited to separate agreements with different contractors, including the civil construction work and Constructor related to **Section III, Scope of Work and Requirements**, including but not limited to the roadway, gantries and shelters and associated Work. It is critical that close coordination with interfacing contractors occurs throughout the term of this Agreement. Contractor shall fully cooperate with NCTA and the parties to all other contracts and carefully integrate and schedule its own work with said parties.
2. NCTA will expect all contractors to comply with all technical specifications, special provisions and other terms and conditions applicable to the Contract(s) at all times during the performance of the Contract(s). In the event of a dispute between contractors, clarifications may be sought from NCTA; provided Contract Terms, conditions or obligations shall remain in effect, excepting in instances wherein a Change Order or other Contract modification is duly executed in writing in accordance with this **Section V, Terms and Conditions**; however contractors shall engage in all efforts to resolve disputes prior to participation of NCTA and further, such participation by NCTA does not imply or represent a NCTA responsibility for resolution or payment of claims that arise out of a dispute between two contractors.
3. Interface Control Document Development and Ongoing Cooperation Requirements
  - a. The Contractor shall fully cooperate with NCTA and its designated contractor(s) as necessary to develop interface control documents (ICDs) as set forth in **Section III, Scope of Work and Requirements**. The ICDs shall specify all specifications, parameters, System Requirements, programming interfaces and all other elements to effectively and completely interface the RTCS components being provided by the

various interfacing contractors. The Contractor shall be responsible for its respective roles and responsibilities as set forth in **Section III, Scope of Work and Requirements**.

- b. In the event that the elements comprising the RTCS do not properly interface with each other, and the Contractor's and the interfacing contractors' collective efforts to correct same are untimely or unsuccessful, or the interfacing contractors fail to cooperate with the other NCTA designated and/or interfacing contractor(s) to the satisfaction of the NCTA and as determined at NCTA's sole discretion then, in addition to NCTA's other available remedies, NCTA shall have the right to, in whole or in part, withhold and/or require a refund of payments to the Contractor and/or the interfacing contractors involved in developing the ICD.
4. Additional Coordination and Cooperation Requirements
    - a. It is anticipated that work by one or more contractors of the NCTA, may be in progress adjacent to or within the limits of this Project during progress of the Work on this Contract. The Contractor shall work closely with NCTA and any other contractors who will be working for NCTA for the purpose of coordinating any activity which may affect both contractors. Examples of this Work include but are not limited to installation of toll Equipment, Equipment testing, power and conduit installation and Maintenance and protection of traffic.
    - b. Should problems in coordination with other contractors occur the Contractor shall make NCTA aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.
    - c. Contractor shall cooperate with all other contractors or forces performing construction or work of any other nature within or adjacent to the limits of the Work specified in order to avoid any delay or hindrance to the other contractors or forces. NCTA reserves the right to perform other or additional Work at or near the site (including material sources) at any time, by the use of other forces.
    - d. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their Operations, and for loss caused the other due to unnecessary delays or failure to finish the Work within the time specified for completion.

5. Contractor Responsibility for Design

Upon Approval of the Design, including toll related civil infrastructure design, by the Contractor, Contractor shall assume responsibility for the Design to the extent that if the civil work is installed as designed and the RTCS does not meet the Performance Requirements of this Contract, the Contractor shall be responsible for the costs of redesign, civil rework and additional Equipment costs and any other costs associated with the sub-standard performance.

## 1.6. Warranties

### 1.6.1. System Warranty during Maintenance Phase

A full System warranty shall be provided by the Contractor on all System Equipment, Hardware and Software for the term of the Maintenance Phase and any extensions thereof. As a result, during the Maintenance Phase NCTA shall not pay any additional charges above the prices set forth in the Contractor's agreed-to Price Proposal for Maintenance Phase Work, other than Work related to agreed-to Force Majeure events or agreed-to out of scope work requested by NCTA, pursuant to **Section V, Terms and Conditions**, Section 2.2 Change Orders, Section 2.3 Extra Work Orders, and Section 2.4 Maintenance Task Orders. Notwithstanding the foregoing, in the period after installation and prior to Acceptance, all Maintenance and Support Work shall also be at Contractor's sole expense. Such Work shall be at no charge to NCTA and shall include replacement, whether pre-or post-Acceptance, on any unit of Equipment, Hardware or Software, or part or component thereof, which NCTA deems defective or insufficient, or which NCTA deems to have failed to comply with **Section III, Scope of Work and Requirements**. All transportation, labor and fees associated with restocking cancelled or returned orders shall also be the responsibility of the Contractor. All defective Equipment replaced by the Contractor will become the property of the Contractor.

The provisions of this Section 1.6.1 shall survive the expiration, cancellation, or termination of this Agreement.

### 1.6.2. Software Warranties

1. The Software needed to operate the System shall be as set forth in **Section III, Scope of Work and Requirements**. NCTA's Acceptance of the Software shall occur in accordance with the provisions of **Section III, Scope of Work and Requirements**. The Contractor warrants that, upon NCTA's Acceptance of and for the Contract Term, including any extensions thereof, the Software and each module or component and function thereof shall:
  - a. be free from defects in materials and workmanship under normal use;
  - b. remain in good working order, be free from viruses; trap doors; disabling devices; Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type of malicious or damaging code or other technology or means which has the ability to interfere with the use of the System by NCTA or its designees, or permit access to NCTA's computing systems without its knowledge or contrary to its system connectivity policies or procedures;
  - c. not interfere with toll collection;
  - d. operate and function fully, properly and in conformity with the warranties in this Agreement, and
  - e. meet the Requirements set forth in sub-paragraphs 2 through 14 of this Section 1.6.2.
2. The Contractor represents and warrants that upon NCTA's Acceptance of and for the Contract Term, including any extensions, the Software will:
  - a. operate fully and correctly in the operating environment identified in **Section III, Scope of Work and Requirements**, including by means of the full and correct

- performance of the Software, and all Updates, Enhancements, or new releases of the Software, on or in connection with the Equipment, any Updates, Enhancements, or new releases to such Equipment, and any other Software used by or in connection with any such Equipment;
- b. be fully compatible and interface completely and effectively with the Equipment, including other Software programs provided to NCTA hereunder, such that the other Software and Equipment combined will perform and continuously attain the standards identified in **Section III, Scope of Work and Requirements**, and
  - c. accurately direct the operation of the System, as required by **Section III, Scope of Work and Requirements**, and the descriptions, specifications and Documentation set forth therein and herein.
3. During the term of the Contract, including any extensions, the Contractor shall provide Services to maintain the Software provided hereunder in good working order, keeping it free from defects such that the System shall perform in accordance with this Agreement, the Scope of Work and Requirements, and the warranties set forth herein.
  4. The Contractor shall provide technical support and shall remedy any failure, malfunction, defect or non-conformity in Software, in accordance with **Section III, Scope of Work and Requirements**, but in any event not later than the deadline(s) in **Section III, Scope of Work and Requirements** for Maintenance Coverage and Repair Times.
  5. The Contractor shall provide NCTA the most current release of all Software available on the date of delivery to maintain optimum performance pursuant to this Agreement.
  6. The Contractor shall promptly provide Notice to NCTA in writing of any defects or malfunctions in the Software provided hereunder, regardless of the source of information. The Contractor shall promptly correct all defects or malfunctions in the Software or Documentation discovered and shall promptly provide NCTA with corrected copies of same, without additional charge. If Software can only be corrected in conjunction with additional or revised Hardware, the Contractor shall provide such Hardware to NCTA, and the cost of such Hardware shall be borne solely by the Contractor.
  7. No Updates or enhancements shall adversely affect the performance of the System, in whole or in part, or result in any failure to meet any Requirements of **Section III, Scope of Work and Requirements**.
  8. The Contractor shall ensure continued satisfactory performance by the current operating System of the Software in accordance with all provisions of this Section I.6.2.
  9. With regard to Software, the Contractor shall provide Software Services in accordance with **Section III, Scope of Work and Requirements**.
  10. The Contractor shall obtain Maintenance agreements for third-party Software in accordance with Section I.6.3 Third-Party Warranties. The Contractor shall secure such Maintenance agreements for the same duration and upon the same terms and conditions as the Maintenance provisions between the Contractor and NCTA. All third-party contracts and licenses shall be assignable to NCTA.

11. In the event that the Software does not satisfy the conditions of performance set forth in **Section III, Scope of Work and Requirements**, the Contractor is obligated to promptly repair or replace such Software at the Contractor's sole cost and expense or, if expressly agreed to in writing by NCTA, provide different Equipment or Software, and perform Services required to attain the Performance Requirements set forth in **Section III, Scope of Work and Requirements**.
12. In the event of any defect in the media upon which any tangible portions of the Software is provided, the Contractor shall provide NCTA with a new copy of the Software.
13. Without releasing the Contractor from its obligations for warranty (during an applicable warranty period), support or Maintenance of the Software, NCTA shall have the right to use and maintain versions of the Software provided by the Contractor which are one or more levels behind the most current version of such Software and to refuse to install any Updates or enhancements if, in NCTA's discretion, installation of such Updates or enhancements would interfere with its Operations. The Contractor shall not, however, be responsible or liable for the effect of any error or defect in the version of the Software then in use by NCTA that occurs after the Contractor has both (i) offered, by written Notice to NCTA, a suitable correction (by way of Update, enhancement or otherwise) of such error or defect and (ii) provided NCTA a reasonable opportunity to implement such existing correction, provided that the Contractor establishes that neither the implementation nor the use of such correction would limit, interfere with, adversely affect, or materially alter the Interoperability, functionality or quality of the System.
14. All provisions of this Section 1.6.2 referring or relating to obligations to be performed pursuant to an applicable warranty period that extends beyond the term hereof, shall survive the expiration, cancellation, or termination of this Agreement.

### **1.6.3. Third-Party Warranties**

In addition to the foregoing warranties, the Contractor shall assign to NCTA, and NCTA shall have the benefit of, any and all Subcontractors' and suppliers' warranties and representations with respect to the System and Services provided hereunder. The Contractor's agreements with Subcontractors, suppliers and any other third parties shall require that such parties (a) consent to the assignment of such warranties and representations to NCTA, (b) agree to the enforcement of such warranties and representations by NCTA in its own name, and (c) furnish to NCTA, the warranties set forth herein. At NCTA's request, the Contractor shall provide supporting Documentation which confirms that these warranties are enforceable in NCTA's name.

### **1.6.4. Services Warranties**

The Contractor warrants that all Services shall be performed in a high-quality, professional manner by qualified and skilled personnel in compliance with NCTA's Requirements as set forth in **Section III, Scope of Work and Requirements**. In the event NCTA determines that any Services do not conform to the foregoing warranty, NCTA shall be entitled to elect one of the following remedies: (i) reperformance of the Services by the Contractor until NCTA deems them to be in conformity with the warranty in this Section 1.6.4, at no charge to NCTA; (ii) refund from the Contractor for all fees paid in connection with the Services, which NCTA deems were not as warranted, subject to the provisions of **Section V, Terms and Conditions**, Section 1.3.2 Liquidated Damages such that the Contractor is

not required to refund fees for non-provision of Services for which Liquidated Damages have been assessed, (iii) reimbursement by the Contractor for NCTA's costs and expenses incurred in having the Services re-performed by NCTA or someone other than the Contractor. Notwithstanding the foregoing, nothing in this Section 1.6.4 shall be construed to limit NCTA's rights pursuant to **Section V, Terms and Conditions**, Section 2.6.2 Termination for Cause.

#### **1.6.5. Data Accuracy**

The Contractor acknowledges and understands that the data and/or information it collects, processes and/or provides to NCTA will be relied upon by to NCTA and other persons or entities that are now or will in the future be under Agreement with NCTA. Should information derived and provided by Contractor be inaccurate and cause NCTA to incur damages or additional expenses, NCTA shall notify Contractor and the Contractor shall immediately place any applicable insurance carrier on Notice of a potential claim. This provision shall survive termination of this Agreement, and the Contractor agrees to waive any applicable limitation periods consistent with enforcement of this provision.

#### **1.6.6. Additional Warranties**

The Contractor warrants the following:

1. All guarantees and warranties made herein are fully enforceable by NCTA acting in its own name.
2. The Equipment and Systems the Contractor installs and places into operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or overhead buildings, structures, surfaces, or any physical/mental damage to any individual utilizing any units(s) of Equipment.
3. All provided Equipment is new and unused.
4. Warranties provided in this Section 1.6 are in addition to warranties set forth in the General Conditions.

#### **1.6.7. Pervasive Defects**

The Contractor agrees to promptly remedy, at no cost to NCTA, any defects determined by NCTA to be Pervasive, such that if NCTA determines that any Equipment, component, sub-component or Software is experiencing continued or repetitive failure that requires constant replacement or repair, the Contractor agrees that a "Pervasive Defect" shall be deemed to be present in such affected types of Equipment or Software. The Contractor shall perform an investigation of the issues and prepare a report that includes a reason for the failure and their Plan for remedy. Such correction shall be in a manner satisfactory to NCTA and that permanently addresses the problem and corrects the defect so that such defect does not continue to occur.

The obligations set forth in this section shall be in addition to any warranty obligations set forth in this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

#### **1.6.8. General Guaranty**

Neither Acceptance of the System and Services or payment therefor, nor any provision in this Agreement, nor partial or entire use of the System and Services by NCTA shall constitute an

Acceptance of System and Services not performed in accordance with this Agreement or relieve the Contractor of liability for any express or implied warranties or responsibility for faulty materials or workmanship.

## **I.7. Software and License**

A Software license and escrow agreement shall be attached to the final Contract as **Exhibit X**. The license and escrow agreement shall include the terms and conditions set forth below in this Section I.7.

### **I.7.1. Description of License**

The Contractor hereby grants to NCTA, for purposes of operating the System, an unlimited, fully-paid-up, royalty-free, perpetual, universal, irrevocable, non-exclusive license: (i) to use, maintain, disclose, modify, adapt, and improve any and all Software and other Equipment; notwithstanding the foregoing, any modifications not made by the Contractor, its Subcontractors or agents shall be subject to Contractor validation in order to continue to maintain applicable warranties. (ii) to use all resulting versions, modifications, adaptations and improvements of any and all Software and other Equipment; (iii) to make, have made, use, distribute and display copies, reproductions, and derivative works of any and all Software and Documentation; and (iv) to permit any other person or entity providing Services to NCTA to do any and all of the foregoing (i) through (iii). The foregoing license includes the right to use any Systems, processes, methods, applications, technical data specifications and other Documentation (including those provided by the Contractor, any third-party or currently used by NCTA) comprised or practiced by the Equipment or that are necessary or useful to operate the System.

### **I.7.2. Scope of License**

All rights and licenses granted to NCTA under this Agreement shall be exercisable at any time by NCTA and each of the persons and entities provided Services by the Contractor. The license shall permit NCTA to add at any time, entities or persons to receive Contractor Services with no additional license fees charged to NCTA. The foregoing shall apply to NCTA, and such persons and entities and their respective successors and assigns. Contractor shall include, without requirement of any payment or provision of any consideration other than or in addition to that which is expressly specified by this Agreement, the right of NCTA and each other person or entity referred to in this subparagraph:

1. to utilize the System (including all Equipment or related Documentation), in whole or in part, in connection with Services provided by or to NCTA or such other persons or entities, without regard to present or future location, including for purposes of technical support, Maintenance or repair;
2. to make multiple copies of the Software and related Documentation for purposes of the exercise of NCTA's rights and licenses hereunder;
3. to use the Software and related Documentation on or in connection with multiple processors, components obtained by or on behalf of NCTA from the Contractor or from third parties, and Systems (including the System) utilized by NCTA or any person or entity providing Services to or on behalf of NCTA;
4. to maintain and modify the Software subject to the Contractor validation set forth in Section I.7.1. Description of License subparagraph (i) and to use the resulting versions and modifications thereof;

5. to sell or distribute user technology, device or method permitting public access to and use of the user Interface of the System, to any person or entity, and
6. to exercise any and all such rights and licenses under this Agreement through the services of its employees, agents, independent contractors or subcontractors, or such other persons or entities as it may employ or engage in its own discretion, and to disclose the Software and related Documentation, in whole or in part, to such persons or entities for such purposes.

For the avoidance of doubt, nothing in this Agreement shall restrict or preclude NCTA from providing to any other person or entity, or any such other person or entity from using, any of the Equipment, Software or other materials provided to NCTA hereunder by the Contractor, in connection with the provision of any products or Services to or on behalf of NCTA, or to any person or entity providing Services to or on behalf of NCTA.

Pre-existing Contractor Software shall remain the property of the Contractor and nothing in this Agreement shall be construed to provide title to such Software to NCTA, subject to the License provided as set forth in Section 1.7.1. Description of License.

### **1.7.3. Escrow**

#### **1. Establishing the Escrow**

Upon execution of the Contract the parties shall enter into a Software escrow agreement, hereto attached, to the final Contract as **Exhibit X**. Prior to depositing the Software and related Documentation into escrow, the Contractor shall submit the name of the escrow agent to NCTA for its Approval. In the event that the escrow agent requires its own form of escrow agreement, the form of escrow agreement used by the escrow agent shall be subject to the prior written Approval of NCTA and if not Approved by NCTA then another escrow agent shall be selected. If the escrow agent's form of escrow agreement is Approved by NCTA, said escrow agreement shall be used.

#### **2. Deposits**

Pursuant to the terms of the escrow agreement, the Contractor shall deposit with the escrow agent, without charge to NCTA, all Deposit Materials (as hereinafter defined) necessary or useful to: (i) use, reproduce, modify, repair and maintain the Software; (ii) operate, modify, repair and Maintain the Equipment, and (iii) operate, use, modify, repair and maintain the System in accordance with this Agreement. Access to and rights in the materials in the escrow shall be governed by the terms and conditions hereof and as further defined in the escrow agreement.

Materials so deposited ("Deposit Materials") shall include but not be limited to: all Software programs (including all source and object code with respect thereto); configuration files; ICDs; operator's and user's manuals, and other associated Documentation; reports; control files, utilities, and packages; operating Systems; data base Systems; network packages; Maintenance items (including test programs and program specifications); functional Documentation, compilers, instructions for generating the Software, and any proprietary Software tools that are necessary in order to maintain the Software and other Equipment. A list of all deposit materials shall accompany the Deposit Materials.

Contractor shall deposit a complete set of Deposit Materials upon the Acceptance of the first Roadway System Implementation Phase and shall make deposit updates no less frequently than quarterly or when major Updates are made to Software pursuant to the following paragraph, whichever occurs first.

In the event the Contractor revises or supplements any of the Deposit Materials or creates additional materials related to the System, the Contractor shall deposit a complete set of such revised, supplemented, or additional Deposit Materials with the above named escrow agent within thirty (30) Calendar Days of such revision, supplement or addition and shall indicate with each deposit which documents and which pages have been revised, supplemented or added since the last deposit. Any deposits made pursuant to the two preceding sentences shall become part of the Deposit Materials.

The Contractor shall provide Notice to NCTA confirming and describing the content of any deposits made within thirty (30) Calendar Days of such deposits, certifying that all such deposits are complete and include accurate copies of the required materials.

To the extent the Software includes components developed by third parties, the Contractor shall ensure that the Deposit Materials include copies of license agreements, computer programs, disks and Documentation for all Software obtained by the Contractor from third parties. At the Contractor's expense, the Contractor shall ensure that all third-party licenses are transferable to NCTA at the time of any release of the escrow provided for hereunder.

### 3. Payment for Costs of Escrow

The Contractor shall be responsible for payment of all costs arising in connection with the establishment and maintenance of the escrow, referred to in this Section 1.7.3, throughout the Contract Term, including any fees of the escrow agent, and NCTA shall not be charged by the Contractor for its time in compiling and depositing Deposit Materials. The Contractor's obligation to maintain the escrow in place shall continue after the expiration or termination of the Contract Term until the Contractor receives Notice from NCTA that the escrow is no longer required, pursuant to paragraph 5 below, Release of Escrow Deposits.

### 4. Verification of Escrow Deposits

From time to time while the escrow is in place, NCTA may, at its sole discretion, verify directly or hire a firm qualified and mutually and reasonably acceptable to both parties, to provide verification of the applicable escrow deposits at NCTA's expense, and to prepare a report. The agreement between NCTA and such firm will include non-disclosure provisions deemed appropriate by NCTA. Should any deficiencies or differences be noted between the System implemented under this Agreement and the applicable deposits delivered to the escrow agent, NCTA shall provide Notice to the Contractor and shall provide the Contractor with a copy of the audit report. Within thirty (30) Calendar Days after its receipt of such notification and accompanying audit report, the Contractor shall deliver to the Escrow Agent for deposit the applicable Deposit Materials necessary to make the escrow deposits consistent with the System.

### 5. Release of Escrow Deposits

Except as may be otherwise provided in the escrow agreement, the Deposit Materials are to remain in escrow unless or until withdrawal of such Deposit Materials is permitted pursuant to

**Section V, Terms and Conditions**, Section 2.6 of this Agreement, or upon end of the Contract, whether due to termination or expiration, at which time such Deposit Materials shall be provided to NCTA subject to the limitations contained in the confidentiality provisions, and the terms of the escrow agreement, and shall be incorporated into the licenses granted to NCTA hereunder.

In addition, effective upon any release of the Deposit Materials to NCTA, the Contractor hereby grants to NCTA and its designees a perpetual, irrevocable, universal, non-exclusive, fully-paid-up, royalty-free license to use, reproduce, adapt, modify, enhance and reverse engineer the source code form of the Software and all Deposit Materials for the purpose of supporting and maintaining the System, and for using, making, and having made derivatives of the Software and Deposit Materials in connection therewith. The license granted hereunder shall cover the full definition of Software, including components directly owned, developed or licensed by the Contractor, as well as components owned, developed or licensed by any Contractor affiliates, licensors, Contractor parties, including third-party Software suppliers.

### **1.8. Authority of the Project Manager**

1. The Contractor hereby authorizes the NCTA Project Manager (“the Project Manager”) to determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including, without limitation: questions as to the value, acceptability and of the Services; questions as to either party’s fulfillment of its obligations under this Agreement; negligence, fraud or misrepresentation before or subsequent to execution of this Agreement; questions as to the interpretation of **Section III, Scope of Work and Requirements**; and claims for damages, compensation and losses.
2. The Project Manager shall act as the designated representative of NCTA in all matters relating to the Project.
3. The Project Manager may give orders to the Contractor to do Work that he determines to be necessary for the Contractor to fulfill the Contractor’s obligations under this Agreement.
4. If requested by the Contractor, the Project Manager will promptly provide appropriate explanations and reasons for his determinations and orders hereunder.
5. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager’s determination or order. Orders shall be in writing, unless not practicable, in which event any oral order must be confirmed in writing by the Project Manager as soon thereafter as practicable.

### **1.9. Key Team Personnel**

The Contractor has designated an individual Project Principal, who is an officer authorized to sign the Agreement and any Amendments to the Agreement and to speak for and make commitments on behalf of the Contractor. The Contractor shall designate a project manager (“Contractor Project Manager”), identified in the Proposal, who shall act as the primary point of contact in all matters on behalf of

Contractor. The Contractor Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Work, subject to the Approval of NCTA. NCTA shall have input into determining who shall be assigned as Project Manager for Contractor and the Contractor may not change the Contractor Project Manager without consulting with NCTA and obtaining Approval from NCTA as set forth in the following paragraph.

The Contractor's Proposal identifies certain job categories as "Key Team Personnel" for the Agreement. Key Team Personnel for this Project are identified in the Contractor's Proposal and shall be Approved as part of the Project Management Plan as set forth in **Section III, Scope of Work and Requirements**. Key Team Personnel shall be required to work in the position indicated in the Proposal and Approved Project Management Plan, unless Approval is obtained from NCTA. The Contractor shall obtain NCTA's prior Approval to any desired changes in Key Team Personnel or any significant reduction in the level of effort for such Key Team Personnel, which consent shall not be unreasonably withheld. Should NCTA determine during the term of the Agreement that the list of Key Team Personnel does not include personnel essential to the successful performance of the Work, NCTA may require the Contractor to add any existing job category to such list.

If NCTA becomes dissatisfied with the performance of any person designated as Key Team Personnel performing under this Agreement, NCTA shall notify Contractor in writing. Within ten (10) Business Days of receipt of such Notice, the Contractor shall either propose a replacement person for evaluation and Approval by NCTA or present to NCTA a Plan for correcting the incumbent's performance deficiencies within a period of thirty (30) Calendar Days thereafter. If either NCTA rejects the Plan presented by Contractor or the incumbent's performance deficiencies are not corrected to NCTA's satisfaction within the thirty (30) Calendar Day plan period Approved by NCTA, then the Contractor shall, within ten (10) Business Days after rejection of the Plan or expiration of the thirty (30) Business Day plan period, propose to NCTA a replacement person for evaluation and Approval by NCTA.

## **I.10. Phases of the Project and Acceptance**

### **I.10.1 Phases of the Project**

Contractor shall perform all planning, Design and Software development, testing and installation Services and complete and have Approval for all corresponding Submittals, Deliverables and Milestones required in **Section III, Scope of Work and Requirements** for the Implementation Phase for both the Monroe Expressway and US-74. The Implementation Phase shall begin at Contract execution and shall be complete upon System Acceptance and close-out, as further defined in this Agreement and in **Section III, Scope of Work and Requirements**.

The Contractor's Operations and Maintenance Phase responsibilities at each of the Monroe Expressway and US-74 shall begin upon System Acceptance, and shall continue until the expiration of the Initial Contract Term, and also shall include any Contract renewals or extensions thereof. Commencement of this Phase shall not relieve the Contractor of any of its responsibilities to complete all Requirements set forth in **Section III, Scope of Work and Requirements** of the Implementation Phase and does not waive any of the rights of NCTA in this regard.

### **I.10.2 Acceptance of Implementation Phase**

Provisional Acceptance for the Implementation Phase for each of the Monroe Expressway and US-74 of the Project will be achieved when NCTA, in its sole discretion, determines that Contractor has complied with the completion Requirements set forth for that Phase under the Agreement, including in **Section III, Scope of Work and Requirements**, pursuant to Section I.10.3 below.

Final Acceptance of the Implementation Phase will be considered by NCTA to have occurred, when NCTA has received and Approved all Project documents, drawings, Software, interface data, test data, manuals and other Deliverables for the Implementation Phase for each of Monroe Expressway and US-74, and Contractor shall have successfully completed the Acceptance Testing and when in NCTA's sole discretion Contractor has met all other obligations under the Agreement, including in **Section III, Scope of Work and Requirements**, pursuant to Section I.10.4 below.

Project Acceptance will be considered to have occurred when NCTA, in its sole discretion, determines that Contractor has complied with all of the completion Requirements set forth for the Project for both the Implementation and Operations and Maintenance Phases, pursuant to Section I.10.5 below.

NCTA's beneficial use of the Project Deliverables during any phase prior to Project Acceptance shall not constitute Acceptance of any Deliverable, nor shall such use give rise to equitable claim for adjustment.

### **I.10.3 Provisional Acceptance**

NCTA, in its sole discretion, may grant a Provisional Acceptance of the Implementation Phase if it deems that the Work on the Phase is substantially complete, and the following conditions have been met:

1. Contractor has passed NCTA Commissioning test and Go-Live has been Approved, as set forth in **Section III, Scope of Work and Requirements**;
2. Contractor, in NCTA's sole determination, has substantially passed and has been given Provisional Approval of the Acceptance test; and
3. A punch list of items not yet in compliance with **Section III, Scope of Work and Requirements** has been delivered by the Contractor and has been verified by NCTA and Approved as being complete.

NCTA shall issue a written Notice of Provisional Acceptance upon satisfaction of the conditions listed above in items 1 through 3. The occurrence of Provisional Acceptance shall not relieve the Contractor of any of its continuing obligations hereunder.

### **I.10.4 Final Acceptance of Implementation Phase**

Final Acceptance of the Implementation Phase shall be deemed to have occurred when all of the following conditions have been met:

1. The Contractor shall provide a Final Acceptance letter Certification to close out the Phase. The Certification shall include but not be limited to: total costs associated with the Phase, date of

Work completion and any additional required information contained in item 2 through 8 below, if applicable;

2. Successful completion and Approval of the Acceptance Test(s), as applicable, by NCTA, as defined in **Section III, Scope of Work and Requirements**;
3. Delivery by the Contractor and Approval by NCTA of all Deliverables, including As-Built Documentation/Drawings, as defined in **Section III, Scope of Work and Requirements**;
4. Any and all punch list items have been satisfactorily completed and Approved by NCTA;
5. An Affidavit has been delivered to NCTA signed by the Contractor, stating all debts and claims of suppliers and Subcontractors have been paid and/or settled;
6. All Contractor claims for the Phase are deemed to be resolved by NCTA, and the Contractor has submitted a statement that no such requests or protests will be applied for; any and all claims under this Agreement are resolved, and that no such claims will be made;
7. All of Contractor's other obligations under the Agreement shall have been satisfied in full or waived in writing by NCTA; and
8. NCTA shall have delivered to the Contractor a Notice of Final Acceptance for the Phase.

#### **I.10.5 Project Acceptance of All Phases**

Project Acceptance shall mean the Final Acceptance for all Phases, including both Implementation and Operations and Maintenance, and shall be deemed to have occurred when all of the following conditions have been met:

1. The Contractor shall provide a Project Acceptance letter Certification to close out the Agreement. The Certification shall include but not be limited to: total costs associated with the Agreement, date of Work completion and any additional required information contained in item 2 through 9 below, if applicable;
2. The Implementation Phase has been Accepted and closed out in accordance with **Section V, Terms and Conditions**, Section I.10.4
3. The Contractor has met all End of Contract and transition Requirements pursuant to **Section V, Terms and Conditions**, Section 2.7 End of Contract and Transition and **Section III, Scope of Work and Requirements**;
4. The Contractor has deposited all current escrow materials required under this Agreement, including all necessary Documentation and support materials;
5. The Contractor has provided NCTA with all required materials, fixtures, furnishings, Equipment and Software; Documentation and manuals, either owned by or licensed to NCTA, pursuant to this Agreement. All such materials have been verified by NCTA to be in good, working order;
6. An Affidavit has been delivered to NCTA, signed by the Contractor, stating all debts and claims of suppliers and Subcontractors have been paid and/or settled;
7. All Contractor claims for the Phase are deemed to be resolved by NCTA, and the Contractor has submitted a statement that no such requests or protests will be applied for; any and all

claims under this Agreement are resolved, and that no such claims will be made;

8. All Requirements identified in **Section III, Scope of Work and Requirements** shall be verified and Certified by the Contractor to be successfully delivered, and shall be Approved by NCTA;
9. All the Contractor's other obligations under the Agreement shall have been satisfied in full or waived by NCTA; and

### **1.10.6 Project Completion**

Project Completion shall be deemed to have occurred when all obligations under this Agreement have been successfully performed by the Contractor, including but not limited to all retentions owed to the Contractor have been released by NCTA and, when NCTA has delivered a Notice of Project completion to the effect of the foregoing.

### **1.11. Order of Precedence**

The Contract is subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following Order of Precedence:

1. Executed Agreement, including RFP, all executed RFP addenda, BAFO (if applicable), and Amendments, excluding items ~~3.7~~ and ~~4.4~~
2. **Section III, Scope of Work and Requirements**, as conformed
3. **Section V, Terms and Conditions**, Section 3 General Contract Conditions
4. Contractor's Technical Proposal.

## **2. Contract Changes and Termination**

### **2.1. General**

The following Contract changes are allowable within the scope of this Contract:

1. Change Orders – The NCTA anticipates using Change Orders to address variances in the original quantities tabulated pursuant to the RFP.
2. Extra Work Orders –The NCTA anticipates issuing Extra Work Orders to address variances in the specifications or **Section III, Scope of Work and Requirements** beyond that of the Approved SDDD and for which there is no appropriate pay item or category. Extra Work Orders will be issued within the sole discretion of the NCTA, and such additional Work may be subject to a new competitive procurement as deemed to be in the best interest of the NCTA.
3. Task Orders – The NCTA anticipates issuing Task Orders for Work required to enhance Software, Upgrade Equipment, enhance or otherwise improve Operations and Maintenance Services for needed activities in accordance with labor rates proposed and set forth in the Price Proposal.
4. Time Extensions – The NCTA anticipates issuing Time Extensions, as necessary, to modify Project milestones for reasons out of the control of the Contractor. Unless otherwise agreed to by the NCTA in writing, the Contractor's Payment Schedule and Price Proposal, including labor rates identified in the Price Proposal, shall apply to all of the above Contract changes. If cost for

additional Work and/or Services cannot be established on the basis of the Price Proposal or the Payment Schedule, a catalog or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, the Contractor is required to submit to the NCTA detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.

## 2.2. Change Orders

1. A Change Order will be a change in Contract quantities to expand the Scope of Work and Requirements. For example, to add an additional Tolling Location or locations, or provide electronic toll collection Hardware and System support Equipment beyond the Project limits of the Monroe Expressway. NCTA may elect to have either the Contractor provide the Change Order Work under this Contract, or to advertise the work through a new competitive procurement process.
2. NCTA may elect to have the Contractor perform the Change Order Work. In this case, the Contractor shall provide a detailed Technical and Price Proposal for the order, and await Approval and Notice to Proceed from NCTA before incurring any expenses for which the Contractor expects reimbursement.
3. If NCTA advertises the Change Order Work, NCTA may elect to use the Contractor to assist NCTA in the procurement of additional Hardware, Software or Services, and/or integrate the Change Order Work into the toll collection System. In this case, NCTA would obtain these Services through a negotiated and Approved Task Order.

## 2.3. Extra Work Orders

An Extra Work Order will ONLY be a change in the Scope of Work and Requirements requiring different functionality, Hardware or Software than that covered by the existing Contract or a change to a Contract Term and condition with an impact. Some examples include:

1. System change to replace the selected AVI system;
2. System changes to radically alter the vehicle classification structure;
3. Large scale changes in Hardware platforms or operating Systems beyond changes covered in Upgrades or Maintenance Task Orders;
4. Changes to insurance or legal requirements

## 2.4. Maintenance Task Orders

1. A Task Order will be a change in Design or Work needed to maintain operation of the NCTA Roadside Toll Collection System after Acceptance of the original System by the NCTA. Examples of this type of work include:
  - a. Software modifications and Upgrades to improve reliability, diagnostics, MOMS, Inventory Management, interfaces to traffic management, or other tasks directly related to toll collection.
  - b. Hardware Upgrades to provide better data storage and handling, such as replaced, improved or expanded hard drives, routers, etc., or prototype new Equipment to test

System modifications. This does not include Updates or Upgrades required to meet required System or transaction growth or modifications currently included in the Scope of Work and Requirements.

## 2.5. Time Extensions, Schedule Changes and Submittals

### 2.5.1. Time Extensions and Schedule Changes

1. Within ~~fourteen~~ (14) Calendar Days of Notice to Proceed the Contractor shall submit a Preliminary Project Implementation Schedule for Approval in accordance with the Requirements set forth in **Section III, Scope of Work and Requirements**. The Approved Preliminary Project Implementation Schedule at the time of the execution of the Agreement shall be included as **Exhibit X**, Preliminary Project Implementation Schedule.
2. The Contractor shall clearly label each update against the Approved Preliminary Project Implementation Schedule, pursuant to the Requirements of the Approved Project Management Plan. Submission of the monthly updates against the Approved Schedule for the Implementation Phase shall not release or relieve the Contractor from full responsibility for completing the Work within the time set forth in the Approved Implementation Schedule. If the Contractor causes delays and fails or refuses to implement measures sufficient to bring its Work back into conformity with the current Approved Schedule, its right to proceed with any or all portions of the associated Work may be terminated under the provisions of the Contract. However, in the event that NCTA, in its sole determination, should permit the Contractor to proceed, the NCTA's permission shall in no way operate as a waiver of its rights nor shall it deprive NCTA of its rights under any other provisions of the Contract.
3. NCTA will Approve Time Extensions ONLY for Force Majeure causes or acts by NCTA which have been documented to have impeded the Contractor's Project progress.
4. Any changes to the Approved Implementation Schedule require Approval and an Amendment to the Contract.
5. Unless otherwise expressly agreed to by NCTA, the Contractor shall not receive extra compensation or damages for any time extension Approved by NCTA for completion of additional and/or altered Work. However, the Contractor shall be fully compensated for such Work as agreed upon by NCTA and the Contractor in the Change Order or the supplemental agreements.

### 2.5.2. Submittals

Contractor's Submittal requirements and Submittal schedule shall be as set out in Contractor's Approved Program Management Plan, as required in **Section III, Scope of Work and Requirements**. The baseline schedule Approved after Notice to Proceed shall establish accepted dates by which Contractor shall submit required permits, documents, and applications, including all necessary documents in support thereof. NCTA's written Approval will be required for these Submittals. NCTA will Approve or reject such Submittals, providing an explanation of any reasons for rejection in a form agreed to in the Project Management Plan. In any instance where NCTA does not provide Approval, rejection or written notification of an extended review period by the due date specified in the Approved Baseline Schedule, the Contractor shall notify NCTA in writing that the NCTA response is due. NCTA's

right to extend the review period is intended to allow flexibility in special circumstances where the nature of the Submittal requires more involved review, and not as a diminution of NCTA's obligation to promptly review Submittals. NCTA reserves the right to reject Submittals that are not complete or correct and to extend the review period accordingly.

Contractor shall not be held responsible for delays in schedule due to delays in Approvals and permits completely beyond the control of the Contractor. Notwithstanding the foregoing, Contractor shall make every effort to work around and mitigate the impact of delay.

## **2.6. Contract Termination**

### **2.6.1. Termination General Requirements**

1. The Contract issued for Roadside Toll Collection Services will terminate at the end of the Contract Term(s) set forth above, inclusive of any Operations and Maintenance and or extension periods as noted in **Section V, Terms and Conditions**, Section 1.2 Contract Terms.
2. The NCTA may terminate the Contract(s), in whole or in part, for default subject to the default provisions set forth below.
3. Any required Notices of termination made under this Contract shall be transmitted via U.S. Mail, Certified Return Receipt Requested, or personal delivery to the Contractor's contract administrator. The period of Notice for termination shall begin on the day the return receipt is signed and dated or upon personal delivery to the Contractor(s) contract administrator.
4. The parties may mutually terminate this Contract by written agreement at any time.
5. NCTA may terminate this Contract, in whole or in part, pursuant to the Terms and Conditions in the Solicitation Documents.
6. NCTA will notify the Contractor(s) at least ninety (90) Days prior to the termination of the Contract in the absence of cause. This notification will require the Contractor(s) to initiate actions in preparation for leaving the NCTA Project site and handing off Operations to replacement entities. These actions shall include:
  - a. Acknowledgement of receipt of End of Contract notification, and
  - b. Act in accordance with **Section V, Terms and Conditions**, Section 2.7 End of Contract and Transition.

### **2.6.2. Termination for Cause**

1. In the event any Equipment, Hardware Software, or Services furnished by the Contractor during performance of any Contract Term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written Notice thereof to Contractor, the NCTA may cancel and procure the Work or Services from other sources; holding Contractor liable for any excess costs occasioned thereby. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to NCTA for damages sustained by NCTA arising from Contractor's breach of this Contract; and the NCTA may, in its discretion, withhold any payment due as a setoff until such

time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Contractor shall be cause for termination.

2. Cause shall mean a material breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to elsewhere in this Agreement as a breach, a material breach shall include the following:
  - a. the Contractor failed to transmit and process transactions and data in accordance with this Agreement;
  - b. the Contractor materially inhibited NCTA's collection of toll revenue;
  - c. the Contractor has not submitted acceptable Deliverables to NCTA on a timely basis;
  - d. the Software/Equipment proves incapable of meeting the functional and/or Performance Requirements set forth in **Section III, Scope of Work and Requirements**;
  - e. the Contractor refused or failed, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials to properly perform the Services required under this Agreement;
  - f. the Contractor failed to make prompt payment to Subcontractors or suppliers for materials or labor;
  - g. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received from this Agreement for the benefit of its creditors, or it has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's property or affairs have been put in the hands of a receiver;
  - h. any case, proceeding or other action against the Contractor is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Calendar Days;
  - i. the Contractor fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies as required by this Agreement;
  - j. any warranty, representation, certification, financial statement or other information made or furnished to induce NCTA to enter into this Agreement, or made or furnished, at any time, in or pursuant to the terms of this Agreement or otherwise by the Contractor, or by any person who guarantees or who is liable for any obligation of the Contractor under this Agreement, shall prove to have been false or misleading in any material respect when made;
  - k. any intentional violation by the Contractor of the ethics provisions, or applicable laws, rules or regulations;
  - l. the Contractor has failed to obtain the Approval of NCTA where required by this Agreement;
  - m. the Contractor's Audited Financial Statements or those of its parent company submitted to NCTA do not fairly represent the Contractor or its parent's true financial position;

- n. the Contractor has failed in the representation of any warranties stated herein;
  - o. the Contractor makes a statement to any representative of NCTA indicating that the Contractor cannot or will not perform any one or more of its obligations under this Agreement;
  - p. the Contractor fails to remedy Pervasive Defects;
  - q. any act or omission of the Contractor or any other occurrence which makes it improbable at the time that the Contractor will be able to perform any one or more of its obligations under this Agreement;
  - r. any suspension of or failure to proceed with any part of the Services by the Contractor which makes it improbable that the Contractor will be able to perform any one or more of its obligations under this Agreement;
  - s. a pattern of repeated failures to meet the performance metric or metrics as defined in **Section III, Scope of Work and Requirements**;
  - t. the suspension or revocation of any license, permit, or registration necessary for the performance of the Contractor's obligations under this Agreement, or
  - u. the default in the performance or observance of any of the Contractor's other obligations under this Agreement and the continuance thereof for a period of thirty (30) Calendar Days after Notice given to the Contractor by NCTA.
3. Cure/Warning Period. Prior to terminating the Contract(s) for cause, the NCTA will issue a Notice of cure/warning to the Contractor(s) thirty (30) Days prior to the termination date. The Notice will be transmitted via U.S. Mail Certified Return Receipt Requested or personal delivery to the Contractor(s) contract administrator, and the period of Notice for termination shall begin on the date the Return Receipt is signed and dated or upon personal delivery to the Contractor contract administrator. The Notice will specify the corrective actions/work required to be taken by the Contractor to come into compliance with the terms and conditions of the Contract(s). If the corrective actions/work is performed within the cure/warning period, in a manner acceptable to the NCTA, the Contract will remain in effect in accordance with the terms and conditions thereof.
4. Termination Without Notice of Cure/Warning. If the NCTA has issued two Notices of cure/warning to the Contractor, upon the issuance of the third or subsequent Notice the NCTA reserves the right to terminate the Contract without further Notice. The failure of the NCTA to exercise this right on any occasion shall not be deemed a waiver of any future right.

### **2.6.3. Termination for Convenience Without Cause**

- I. The NCTA may terminate the Contract(s) without cause, in whole or in part by giving ninety (90) Days prior Notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the NCTA, the NCTA will pay for all Work performed and products delivered in conformance with the Contract up to the date of termination. This is an incidental item within **Section III, Scope of Work and Requirements**, but without separate compensation.

## 2.7. End of Contract and Transition

In the event that this Agreement is terminated for convenience or default or upon the Agreement completion date or expiration of the Agreement Term or any extensions thereof, the Contractor shall cooperate with NCTA to facilitate a smooth succession to the NCTA's selected successor for the Services, whether the successor is NCTA or a third-party. The Requirements for this End of Contract Transition are contained in **Section III, Scope of Work and Requirements**. Costs for such End of Contract Transition are included in the current Contract and the Contractor shall perform such Work without additional compensation.

## 3. General Terms and Conditions

### 3.1. Standards

- I. Any Deliverables shall meet all applicable State and Federal requirements, such as State or Federal Regulation, and NC Chief Information Officer's (CIO) policy or regulation. The Contractor will provide and maintain a Quality Assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility requirements as required:
  - a. Site Preparation: The Contractor shall provide NCTA complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Contractor shall advise NCTA of any site requirements for any Deliverables required by NCTA's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which would involve additional expenses to NCTA, shall be made at the expense of the Contractor.
  - b. Specifications: The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any Notice of noncompliance issued by NCTA, Contractor shall supply proof of compliance with the specifications within ten (10) Calendar Days. Contractor shall provide written Notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected at the sole discretion of NCTA; and any such alternates or substitutes shall be accompanied by Contractor's Certification and evidence satisfactory to NCTA that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified. All alternates or substitutes are subject to Approval by NCTA.

### 3.2. Acceptance Criteria

- I. NCTA shall have the obligation to notify Contractor, in writing ten (10) Calendar Days following provision, performance (under a provided milestone or otherwise as agreed) or

delivery of any Services or other Deliverables described in the Contract are not acceptable. The Notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by NCTA shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final Acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or Acceptance criteria, NCTA may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If Contractor fails to promptly cure or correct the defect or replace or reperform the Deliverables, NCTA reserves the right to cancel the Contract, contract with a different contractor, and to invoice the original Contractor for any differential in price over the original Contract price.

### **3.3. Personnel**

- I. Contractor shall not substitute Key Personnel assigned to this Contract without prior written Approval by NCTA. Any desired substitution shall be noticed to NCTA, accompanied by the names and references of Contractor's recommended substitute personnel. NCTA will approve or disapprove the requested substitution in a timely manner. NCTA may, in its sole discretion, terminate the services of any person providing Services under this Contract. Upon such termination, NCTA may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

### **3.4. Subcontracting**

- I. The Contractor may subcontract the performance of required Services with other contractors or third parties, or change Subcontractors, only with the prior written consent of NCTA. Contractor shall provide NCTA with complete copies of any agreements made by and between Contractor and all Subcontractors. The Contractor remains solely responsible for the performance of its Subcontractors. Subcontractors, if any, shall adhere to the same standards required of the Contractor. Any contracts made by the Contractor with a Subcontractor shall include an affirmative statement that NCTA is an intended third-party beneficiary of the contract; that the Subcontractor has no agreement with NCTA; and that NCTA shall be indemnified by the Contractor for any claim presented by the Subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing Subcontractor and, when appropriate, substitute another Subcontractor.

### **3.5. Contractor's Representation**

- I. Contractor warrants that qualified personnel shall provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Contractor agrees that it will not enter into any agreement with a third-party that might abridge any rights of NCTA under this Contract. Contractor will serve as the prime Contractor under this Contract. Should NCTA approve any Subcontractor(s), the Contractor shall be legally responsible for the performance and payment of the Subcontractor(s). Names of

any third-party contractors or subcontractors of Contractor may appear for purposes of convenience in Contract Documents; and shall not limit Contractor's obligations hereunder. Third-party subcontractors, if approved, may serve as Subcontractors to Contractor. Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third-party subcontractor(s).

2. Intellectual Property. Contractor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Contractor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third-party.
3. Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the Services and other Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.
4. Contractor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any Contract, or order by any court of competent jurisdiction.

### **3.6. Software and Intellectual Property**

#### **3.6.1. Internal/Embedded Software License and Escrow**

1. This section on Software licenses and Software in escrow applies to any source code developed or modified specifically for NCTA, application customizations and configuration settings, internal embedded Software, firmware and unless otherwise provided in this NCTA RFP, or in an attachment hereto:
2. Deliverables comprising goods, Equipment or products (Hardware) may contain Software for internal operation, or as embedded Software or firmware that is generally not sold or licensed as a severable Software product. Software may be provided on separate media or may be included within the Hardware at or prior to delivery. Such Software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents.
3. Contractor grants NCTA an unrestricted license to NCTA to use any non-commercial Software provided under this Contract, for any reasonable purpose for NCTA toll Operations. NCTA shall have a worldwide, nonexclusive, non-sublicensable license to use such Software and/or Documentation for its internal use. NCTA may make and install copies of the Software to support any NCTA use on the NCTA System.
4. The Contractor shall provide to NCTA an executable copy of all Software developed for NCTA, to include source code Documentation and application information. Included with the provision of source code, the Contractor shall demonstrate to NCTA that the provided executables are the correct Software for the Systems as delivered.

### 3.6.2. Software Maintenance/Support Services

1. This general requirement applies unless otherwise provided in NCTA's solicitation document or in an attachment hereto.
2. For the first year and all subsequent Contract years, Contractor agrees to provide the following Services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:
  - a. **Error Correction.** Upon NCTA verification of an error or defect Software, the Contractor shall use reasonable efforts to correct or provide a working solution for the error or defect Contractor's expense. NCTA shall comply with all reasonable instructions or requests of Contractor in attempts to correct an error or defect in the Program. Contractor and the State shall act promptly and in a reasonably timely manner in communicating error or defect logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or effect Maintenance Services under this paragraph.
  - b. Contractor shall notify NCTA of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the Contract Term that could cause the production of inaccurate or otherwise materially incorrect, results. Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - c. **Updates.** Contractor shall provide to NCTA, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Contractor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, shall be governed by the provisions of this Contract.
  - d. **Telephone Assistance.** Contractor shall provide NCTA with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software errors and defects in accordance with Requirements of this RFP.

### 3.6.3. Patent, Copyright and Trade Secret Protection

1. Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for NCTA, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and Software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative works, the Contractor hereby grants NCTA a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's purposes.
2. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all Software, technical information, specifications, drawings, records, Documentation, data or derivative works thereof, or other work products provided by NCTA to Contractor. NCTA

hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Contractor's internal use to non-confidential Deliverables originated and prepared by the Contractor for delivery to NCTA.

3. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or Deliverables supplied by the Contractor, or the operation of such Deliverables pursuant to a current version of Contractor-supplied Software, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
  - a. That the Contractor shall be notified within a reasonable time in writing by NCTA of any such claim; and,
  - b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that NCTA shall have the option to participate in such action at its own expense.
4. Should any Services or Software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, NCTA shall permit the Contractor, at its option and expense, either to procure for NCTA the right to continue using the goods/Hardware or Software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/Hardware or Software by NCTA shall be prevented by injunction, the Contractor agrees to take back such goods/Hardware or Software, and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist NCTA in procuring substitute Deliverables. If, in the sole opinion of NCTA, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Contractor under this Contract impractical, NCTA shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage.
5. Contractor will not be required to defend or indemnify NCTA if any claim by a third-party against NCTA for infringement or misappropriation (i) results from the State's alteration of any Contractor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving Notice they infringe a trade secret of a third-party.
6. Nothing stated herein, however, shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights.

#### **3.6.4. Tolls Data Ownership and Security**

1. All data, records, and operations history information shall remain property of the NCTA at all times during the life of the Contract and after Contract termination.
2. The Contractor(s) shall ensure that no unauthorized personnel will have access to individual facilities, cabinets, data and records, payment histories, any personal information of existing or

potential NCTA toll customers. Paper records shall be locked when not in use; Systems shall have secure password and ID controls for any data access. Contractor shall comply with the North Carolina Statewide Information Security Manual. Currently found at <http://it.nc.gov/document/statewide-information-security-manual>, as may be amended from time to time throughout the term of the Contract.

### **3.7. Other General Provisions**

#### **3.7.1. Governmental Restrictions**

- I. In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Contractor shall provide written notification of the necessary alteration(s) to NCTA. NCTA reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. NCTA may advise Contractor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Contractor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified in the Contract, NCTA may terminate this Contract and compensate Contractor for sums due under the Contract.

#### **3.7.2. Prohibition Against Contingent Fees and Gratuities:**

- I. Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Contractor further warrants that no commission or other payment was or will be received from or paid to any third-party contingent on the award of any contract by the State, except as shall be expressly communicated to NCTA in writing prior to Acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the bidder(s) or Contractor(s) as permitted by 9 NCAC 06B.1009 (f), 06B.1030, or other provision of law.
2. Gift Ban - By Executive Order 24, issued by Governor Perdue, and G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s cabinet agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (a) have a contract with a governmental

agency; or (b) have performed under such a contract within the past year; or (c) anticipate bidding on such a contract in the future. For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

### 3.7.3. Equal Employment Opportunity

- I. Contractor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

### 3.7.4. Inspection at Contractor's Site

- I. NCTA reserves the right to inspect, during Contractor's regular business hours at a reasonable time, upon Notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising Equipment or other tangible goods, or the plant or other physical facilities of a prospective Contractor prior to Contract award, and during the Contract Term as necessary or proper to ensure conformance with the specifications/Requirements and their adequacy and suitability for the proper and effective performance of the Contract.

### 3.7.5. Advertising / Press Release

- I. The Contractor absolutely shall not publicly disseminate any information concerning the Contract without prior written Approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the NCTA Contract Administrator unless otherwise named in the solicitation documents.

### 3.7.6. Confidentiality

- I. In accordance with 9 NCAC 06B.0103 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in G.S. §132-1 et. seq. Such information may include trade secrets defined by G.S. §66-152 and other information exempted from the Public Records Act pursuant to G.S. §132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to G.S. §132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have

the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to G.S. §132-9 or other applicable law.

- a. Care of Information: Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or NCTA during performance of any contractual obligation from loss, destruction or erasure.
- b. Contractor warrants that all its employees and any approved third-party contractors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Contractor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Contractor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in G.S. §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Contractor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c. Nondisclosure: Contractor agrees and specifically warrants that it, its officers, directors, principals and employees, and any Subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third-party without the express written approval of the State.
- d. Contractor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by NCTA or maintained or created in accordance with this Contract. No such information, data, instruments, studies, reports, records and other materials in the possession of Contractor shall be disclosed in any form without the prior written consent of the NCTA. Contractor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- e. All Project materials, including Software, data, and Documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Contractor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Contractor materials shall be identified to the State by Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Derivative works of any Contractor proprietary materials prepared or created during

the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

### **3.7.7. Deliverables**

- I. Deliverables, as used herein, shall comprise all Hardware, Contractor Services, professional services, Software and provided modifications to the Software, and incidental materials, including any goods, Software or Services access license, data, reports and Documentation provided or created during the performance or provision of Services hereunder. Hardware, Custom Software first requested and developed for the State and other Deliverables not subject to owner licensing or leasing are the property of the State of North Carolina. Proprietary Contractor materials licensed to the State shall be identified to the State by Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, Designs, programs, enhancements, and other technical information; but not source and object code or Software.

### **3.7.8. Late Delivery, Back Order**

- I. Contractor shall advise NCTA immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such Notice, Contractor shall state the projected delivery time and date. In the event the delay projected by Contractor is unsatisfactory, NCTA shall so advise Contractor and may proceed to procure substitute Deliverables or Services.

### **3.7.9. Assignment**

- I. Contractor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this paragraph. Contractor shall provide reasonable Notice of not less than thirty (30) Days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract atoning to the terms and conditions agreed, and that Contractor shall affirm that the assignee is fully capable of performing all obligations of Contractor under this Contract. An assignment may be made, if at all, in writing by the Contractor, Assignee and the State setting forth the foregoing obligation of Contractor and Assignee.

### **3.7.10. Insurance Coverage**

- I. During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the coverage and limits, as set forth in **Section I, Administrative**, Section 4.2, Insurance Requirements.

### **3.7.11. Dispute Resolution**

- I. In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Work or the Project, the disputing party must furnish a written Notice to the other party, setting forth in detail the dispute. Such Notice must be addressed to the other party's Project Manager. Within five (5) Days after the receipt of the Notice by the receiving Project Manager, the two Project Managers shall meet in NCTA's offices to attempt to resolve the dispute. If the

Project Managers cannot resolve the dispute then, within fourteen (14) Days after the date of written Notice by either Project Manager to the Executive Director of NCTA and the Project Principal, the Executive Director of NCTA and the Project Principal shall meet in NCTA's offices to attempt to resolve the dispute. If the Executive Director of NCTA and the Project Principal cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies as allowed under this Contract.

### **3.7.12. Default**

1. In the event any Deliverable furnished by the Contractor during performance of any Contract Term fails to conform to any material requirement of the Contract specifications, Notice of the failure is provided by NCTA and the failure is not cured within ten (10) Days, or Contractor fails to meet the requirements of paragraph 3.1.2 herein, NCTA may cancel and procure the articles or Services from other sources; holding Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in paragraphs 3.3.15 and 3.3.16 and the obligation to informally resolve disputes as provided in these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1206. NCTA reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1207 from the Contractor without expense to the State. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. NCTA allows for ten (10) Days to rectify a problem and thirty (30) Days to cure a termination.
2. If Contractor fails to deliver Deliverables within the time required by this Contract, NCTA may provide written Notice of said failure to Contractor, and by such Notice require payment of a penalty.
3. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's bid documents that prove erroneous or are otherwise invalid.
4. Should NCTA fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to NCTA's failure. Any deadline that is affected by any such failure in assumptions or performance by NCTA shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
5. Contractor shall provide a Plan to cure any default if requested by NCTA. The Plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Contractor may deem necessary or proper to provide.

### **3.7.13. Waiver of Default**

1. Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of NCTA and the Contractor, and made as an Amendment in accordance with the terms of this Contract.

### **3.7.14. Limitation of Contractor's Liability**

1. Where Deliverables are under NCTA's exclusive management and control, the Contractor shall not be liable for direct damages caused by NCTA's failure to fulfill any responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for NCTA's intended use of the Deliverables.
2. The Contractor's liability for damages to NCTA for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two times the value of the Contract.
3. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

### **3.7.15. Contractor's Liability For Injury to Persons or Damage to Property**

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of NCTA, employees of NCTA, persons designated by NCTA for training, or person(s) other than Agents or employees of the Contractor, designated by NCTA for any purpose, prior to, during, or subsequent to delivery, installation, Acceptance, and use of the Deliverables either at the Contractor's site or at NCTA's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold NCTA and the State and its Officers, employees, Agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with the performance of this Contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or Subcontractors, in the performance of this Contract.
3. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and Maintenance of the Contractor's goods.

### **3.7.16. General Indemnity**

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

- a. NCTA shall give Contractor written Notice within thirty (30) Days after it has actual knowledge of any such claim(s) or action(s) filed; and
- b. The Contractor shall have the sole control of the defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that NCTA shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

### **3.7.17. Changes**

- I. This Contract is awarded subject to shipment of quantities, qualities, and prices indicated in the Contract, and all conditions and instructions of the Contract or Proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Contractor are hereby rejected unless accepted in writing by NCTA. NCTA shall not be responsible for Deliverables or Services delivered other than those specified in the Contract or the Proposal on which it is based.

### **3.7.18. Time is of the Essence**

- I. Time is of the essence in the performance of this Contract. Contractor and NCTA will mutually develop and agree to a schedule of implementation, testing, Maintenance, etc. Contractor and Subcontractors will be required to adhere to the Approved schedule.

### **3.7.19. Date and Time Warranty**

- I. The Contractor warrants that any Deliverable, whether Hardware, firmware, middleware, custom or commercial Software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

### **3.7.20. Independent Contractors**

- I. Contractor and its employees, officers and executives, and Subcontractors, if any, shall be independent Contractors and not employees or Agents of the State. This Contract shall not operate as a joint venture, partnership, trust, authority or any other business relationship.

### **3.7.21. Transportation**

- I. Transportation of Deliverables shall be FOB Destination unless otherwise specified in this RFP. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by NCTA. In cases where parties, other than the Contractor ship materials against this Contract, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment.

### **3.7.22. Notices**

- I. Any Notices required under this Contract should be delivered to the Contractor or NCTA. Unless otherwise specified in the Solicitation Documents, any Notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

**3.7.23. Titles and Headings**

1. Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

**3.7.24. Amendment**

1. This Contract may not be amended orally or by performance. Any Amendment must be made in written form and signed by duly authorized representatives of NCTA and Contractor in conformance with Contract requirements.

**3.7.25. Taxes**

1. The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for Federal or State taxes. Evidence of such additional exemptions or exclusions may be provided to Contractor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item and not included in the Price Proposal.

**3.7.26. Governing Laws, Jurisdiction, and Venue**

1. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
2. Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

**3.7.27. Force Majeure**

1. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Force Majeure events shall not otherwise limit NCTA's rights to enforce contracts.

**3.7.28. Compliance with Laws**

1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

### **3.7.29. Severability**

- I. In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and Requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statute, including statutes of repose or limitation.

### **3.7.30. Federal Intellectual Property Bankruptcy Protection Act**

- I. The Parties agree that NCTA shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

### **3.7.31. Iran Divestment Act Certification**

- I. The Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to G.S. § 147-86.58 et seq. In compliance with the requirements of the Iran Divestment Act and G.S. §147-86.60 et seq, Contractor shall not utilize in the performance of the Contract any Subcontractor that is identified on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and should be updated every one hundred and eighty (180) Days.

### **3.7.32. Availability of Funds**

- I. Any and all payments to Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to NCTA for the purposes set forth in this Contract. If this Contract is funded in whole or in part by Federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said Federal funds for the purposes of the Contract. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Contractor. If the Contract is terminated under this paragraph, Contractor agrees to take back any affected Deliverables and Software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve NCTA of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid Notice in conformance with the payment terms.