Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, RI 02835

Request for Proposals for
E-ZPass Back Office Services

RFP Issue Date:
November 1, 2011

Mandatory Pre-Bid Meeting
9:00 a.m. (EST) November 8, 2011

Questions Due Date:
5:00 p.m. (EST) November 10, 2011

Proposal Due Date:
1:00 p.m. (EST), November 30, 2011
4.13.1.4.3 Key Staff Resumes

4.13.1.5 Approach and Understanding

4.13.2 Volume II - Cost Proposal

4.13.2.1 Back Office Deployment Cost

4.13.2.2 E-ZPass Account Management

4.13.2.3 Violation Processing Cost

4.13.2.4 Pass Through RITBA Fees and Costs

4.13.2.4.1 Banking Cash Flow

4.13.2.4.2 Credit Card Clearinghouse Fees

4.13.2.4.3 Postage

4.13.2.5 IAG Activities

4.13.2.6 Change Orders

5 Evaluation and Selection

5.1 Proposal Evaluation Process

5.2 Interviews

5.3 Selection Criteria

5.4 Reservations and Rejected Proposals

6 CONTRACT TERM

6.1 Compensation

7 SCOPE OF SERVICES

7.1 General Description of Project Responsibilities

7.1.1 Account Management System Overview

7.1.2 Satellite Customer Service Center Overview

7.2 Functional Requirements

7.2.1 Account Management

7.2.2 Financial Management

7.2.3 IAG Reciprocity

7.2.4 Violation Processing

7.2.5 System Interfaces
7.2.6 Communications ................................................................. 35

7.3 Technical Requirements ......................................................... 35

7.3.1 General Requirements ......................................................... 36

7.3.1.1 E-ZPass Transaction Processing ....................................... 36

7.3.1.2 System Accuracy, Reliability and Maintainability ................ 36

7.3.1.3 Data and Financial Security, Integrity, and Accountability ....... 36

7.3.1.4 Tracking and Reporting ...................................................... 37

7.3.1.5 Reconciliation ................................................................. 38

7.3.1.6 IAG Rules and Regulations .............................................. 38

7.3.1.7 On-Line Data Storage ...................................................... 39

7.3.2 Account Management System ............................................... 39

7.3.2.1 AMS Front Office Operations ......................................... 39

7.3.2.2 AMS Back Office Operations .......................................... 40

7.3.2.3 Account Management ....................................................... 42

7.3.2.3.1 Account Applications .................................................. 42

7.3.2.3.2 Account Types .......................................................... 44

7.3.2.3.3 Account Opening ......................................................... 45

7.3.2.3.4 Account Opening Deposits and Fees ............................... 46

7.3.2.3.5 Changes to an Account ............................................... 46

7.3.2.3.6 Replenishment of Prepaid Accounts ............................... 47

7.3.2.3.7 Transaction Processing ................................................... 48

7.3.2.3.8 Account Statements ..................................................... 50

7.3.2.3.9 Account PIN .............................................................. 51

7.3.2.3.10 Account Notices ......................................................... 51

7.3.2.3.11 Non-Sufficient Funds (NSF) ......................................... 53

7.3.2.3.12 Involuntary Account Closing ....................................... 53

7.3.2.3.13 Lost or Stolen Transponder .......................................... 54

7.3.2.3.14 Dispute Resolution ....................................................... 55

7.3.2.3.15 Account Suspension .................................................... 55

7.3.2.3.16 Adjustments and Discount Assessments ....................... 55

7.3.2.3.17 Correspondence Logging, Scanning, and Responses .......... 56

7.3.2.3.18 Form Letters ........................................................... 56
7.3.2.3.19 AMS User Interface, Screens, and Reports .............................................................. 57
7.3.2.3.20 AMS Reports ....................................................................................................... 57
7.3.2.3.21 Account Closing ................................................................................................ 60
7.3.2.3.22 Transponder Inspection and Re-Issue .............................................................. 61
7.3.2.3.23 Final Account Closing Statement ..................................................................... 61
7.3.2.4 Financial Management .......................................................................................... 62
7.3.2.4.1 Accounting Features ........................................................................................ 62
7.3.2.4.2 Credit Card Clearinghouse Services .................................................................. 62
7.3.2.4.3 Reporting Capability ......................................................................................... 62
7.3.2.4.4 Handling Discrepancies .................................................................................... 63
7.3.2.5 Transponder Management .................................................................................... 63
7.3.2.5.1 Transponder Fulfillment .................................................................................... 63
7.3.2.5.2 Testing Customer Transponders ...................................................................... 64
7.3.2.5.3 Distribution of Transponder Kits ..................................................................... 65
7.3.2.5.4 Maintaining Transponder Supply ..................................................................... 66
7.3.2.5.5 Receiving and Recording to Inventory .............................................................. 67
7.3.2.5.6 Inventory and Control System .......................................................................... 67
7.3.2.6 Communications .................................................................................................. 69
7.3.2.6.1 Integrated Voice Response System .................................................................. 69
7.3.2.6.2 Complaint Tracking .......................................................................................... 69
7.3.2.7 Violation Processing ............................................................................................... 71
7.3.2.7.1 Toll Violators (Type 1 Violations) ..................................................................... 71
7.3.2.7.2 Speeders (Type 2 Violations) ............................................................................ 72
7.3.2.7.3 Procurement of VPC ....................................................................................... 72
7.3.2.7.4 General Functions of VPC .............................................................................. 72
7.3.2.7.5 VPS Database .................................................................................................. 73
7.3.2.7.6 Violation Costs .................................................................................................. 73
7.3.2.7.7 Type 1 Toll Violation ....................................................................................... 73
7.3.2.7.8 Type 2 Violation .............................................................................................. 74
7.3.2.7.9 Image Review and Processing For “All Violations” ......................................... 74
7.3.2.7.10 Violation Notices ............................................................................................ 75
7.3.2.7.11 Violation Tracking .......................................................................................... 79
7.3.2.7.12 Accounting Features ................................................................. 79
7.3.2.7.13 Violation History ................................................................. 79
7.3.2.7.14 Violation Reports ................................................................. 79
7.3.2.8 Web Site Support ........................................................................... 80
7.3.2.8.1 Web Site .................................................................................. 80
7.3.2.8.2 Web site and Hosting ............................................................ 80
7.3.2.8.3 Security .................................................................................. 81
7.3.2.9 Web Server .................................................................................. 81
7.3.2.9.1 Graphical User Interface ....................................................... 82
7.3.2.9.2 Privacy .................................................................................. 82
7.3.3 Satellite Customer Service Center ........................................................... 82
7.3.3.1 Satellite CSC Hours of Operation .................................................. 83
7.3.3.2 Complaints ................................................................................ 83
7.3.4 Reconciliation ................................................................................... 84
7.3.4.1 Single Payment Reconciliation and Deposit Preparation .................. 84
7.3.4.2 Automated Payment Reconciliation ............................................ 84
7.3.4.3 E-ZPass Transaction Reconciliation ............................................ 85
7.3.4.4 Transponder Reconciliation ......................................................... 85
7.3.5 Data .................................................................................................. 85
7.3.5.1 Data Storage and Retrieval .......................................................... 85
7.3.5.2 On-Line Storage ........................................................................ 86
7.3.5.3 Daily Backups ........................................................................... 86
7.3.5.4 Archive Storage .......................................................................... 86
7.3.5.5 Disaster Recovery System .......................................................... 86
7.3.5.6 Test and Verify Plan .................................................................. 87
7.3.6 System Interface Requirements .......................................................... 87
7.3.6.1 Physical Interface Requirements ............................................... 87
7.3.6.2 Security Requirements .............................................................. 87
7.3.6.3 Data Interface Requirements ..................................................... 87
7.3.6.4 AMS to TCS Host Data Interface ............................................. 87
7.3.6.5 Authority Host to AMS Data Interface ....................................... 88
7.3.6.6 Information Requests between Authority Host and the AMS ......... 89
7.3.6.7 IAG Interoperability Data Interface ................................................................. 89
7.3.6.8 AMS to Credit Card Clearinghouse and Bank Interface .............................. 90
7.3.6.9 System Interface with TCS Host ................................................................. 90
   7.3.6.9.1 Overview .......................................................................................... 90
   7.3.6.9.2 Interface with Host System .............................................................. 91
   7.3.6.9.3 VPC Interface with Host ................................................................. 92
   7.3.6.9.4 File Transfers ................................................................................. 93
   7.3.6.9.5 Reconciliation Reports ................................................................. 95
   7.3.6.9.6 Data Retention and Availability ................................................... 95
   7.3.6.9.7 Interface Testing Requirements .................................................. 95
   7.3.6.9.8 Interface Documentation and Training Requirements ..................... 95
7.4 Data Migration ............................................................................................. 96
   7.4.1 Data Migration Charter........................................................................... 96
   7.4.2 Data Migration Plan................................................................................ 96
       7.4.2.1 Data Migration Management ....................................................... 97
           7.4.2.1.1 Data Migration Team ......................................................... 97
           7.4.2.1.2 Migration Approach .......................................................... 98
       7.4.2.2 Required Deliverables .................................................................. 98
       7.4.2.3 Data Migration Tasks ................................................................. 98
           7.4.2.3.1 Requirements Analysis ....................................................... 98
           7.4.2.3.2 Specifications Development .............................................. 99
           7.4.2.3.3 Development and Unit Testing ......................................... 99
       7.4.2.3.1 Formal Migration Testing and Validation ............................... 100
           7.4.2.3.2 Implementation ................................................................. 100
7.5 Business Continuity .................................................................................. 101
   7.5.1 Vendor Approach to Daily Operational Requirements ......................... 101
   7.5.2 Vendor Approach to Significant Unplanned Events ............................... 101
7.6 AMS Performance Standards .................................................................. 103
   7.6.1 Maintainability and Reliability ......................................................... 106
7.7 Project Delivery ....................................................................................... 106
   7.7.1 Project Management and Responsibility ............................................. 106
   7.7.2 Project Staffing and Organization ...................................................... 107
7.7.3 Project Management Plan ................................................................. 107
  7.7.3.1 Work Plan ................................................................................... 107
  7.7.3.2 Project Schedule ....................................................................... 108
  7.7.3.3 Implementation Plan ................................................................. 108
  7.7.3.4 Testing Plan .............................................................................. 109
  7.7.3.5 Performance Monitoring Plan .................................................... 109
  7.7.3.6 Project Progress Meetings and Reporting .................................... 111
8 Maintenance .............................................................................................. 112
  8.1 General Maintenance Requirements ................................................. 112
  8.2 Maintenance Plan ............................................................................ 112
9 END OF TERM TRANSITION AND SUSPENSION .................................. 112
  9.1 Vendor Assisted Transition ............................................................... 112
    9.1.1 Transition Requirements .......................................................... 112
    9.1.2 Transition Plan .......................................................................... 113
  9.2 Suspension of Operations – Vendor Unavailable .............................. 114
    9.2.1 Suspension of Operations Requirements .................................... 114
      9.2.1.1 Suspension of Operations Plan ............................................. 115
10 Attachments ............................................................................................ 116
1 INTRODUCTION

The Rhode Island Turnpike and Bridge Authority ("RITBA" or the "Authority") is a body corporate and politic in the State of Rhode Island with the power to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority operates and maintains two suspension bridges, the Pell Bridge which connects Newport to Jamestown, and the Mount Hope Bridge which connects Bristol to Portsmouth in Rhode Island. Currently only the Pell Bridge is tolled and these revenues are used to operate and maintain both bridges.

The Authority issues this RFP in order to solicit proposals from Vendors to provide services to develop and operate an E-ZPass Customer Service Center ("CSC") that will include, but not be limited to E-ZPass account management and transaction processing services as well as potential violation processing services.

It is the intention of this procurement to deliver an E-ZPass Back Office with the following goals in mind:

- **Goal 1:** Provide RITBA customers with a continued high level of service. This service may include increased convenience in obtaining RITBA E-ZPass services.

- **Goal 2:** At least maintain or improve existing Back Office functionality. As a minimum, a new E-ZPass Back Office System shall retain all the capabilities of the current Back Office.

- **Goal 3:** Provide a cost-effective solution. A new E-ZPass Back Office shall balance costs and benefits as well as maintain the debt service requirements of the Authority’s Bond Covenants.

- **Goal 4:** Provide a Back Office that can be implemented seamlessly for the customer. Minimize undue disturbance to the customers’ ability to use any of the Authority’s E-ZPass services.

- **Goal 5:** Provide a Back Office that can be implemented seamlessly for the Authority. Minimize undue disturbance to the Authority’s E-ZPass operations.

- **Goal 6:** Provide a sustainable and adaptable E-ZPass Back Office. The new Back Office shall be readily adaptable to future technology and system capacity requirements.
## LIST OF ACRONYMNS

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA</td>
<td>Americans With Disabilities Act</td>
</tr>
<tr>
<td>AMS</td>
<td>Account Management System</td>
</tr>
<tr>
<td>Authority</td>
<td>Rhode Island Turnpike and Bridge Authority</td>
</tr>
<tr>
<td>AVC</td>
<td>Automatic Vehicle Classification</td>
</tr>
<tr>
<td>AVI</td>
<td>Automatic Vehicle Identification</td>
</tr>
<tr>
<td>CPI</td>
<td>Consumer Price Index</td>
</tr>
<tr>
<td>CRC</td>
<td>Cyclical Redundancy Checks</td>
</tr>
<tr>
<td>CSC</td>
<td>Customer Service Center</td>
</tr>
<tr>
<td>CSR</td>
<td>Customer Service Representative</td>
</tr>
<tr>
<td>CSV</td>
<td>Comma-Separated Values</td>
</tr>
<tr>
<td>DMV</td>
<td>Division of Motor Vehicles</td>
</tr>
<tr>
<td>ECC</td>
<td>Error checking Code</td>
</tr>
<tr>
<td>ETA</td>
<td>Estimated Time of Arrival</td>
</tr>
<tr>
<td><strong>E-ZPass</strong></td>
<td>IAG Service Mark for Electronic Toll Collection</td>
</tr>
<tr>
<td>FIFO</td>
<td>First In First Out</td>
</tr>
<tr>
<td>FTP</td>
<td>File Transfer Protocol</td>
</tr>
<tr>
<td>GAAP</td>
<td>Generally Accepted Accounting Principles</td>
</tr>
<tr>
<td>G/L</td>
<td>General Ledger</td>
</tr>
<tr>
<td>GUI</td>
<td>Graphical User Interface</td>
</tr>
<tr>
<td>HTML</td>
<td>Hypertext Markup Language</td>
</tr>
<tr>
<td>HTTP</td>
<td>Hypertext Transfer Protocol</td>
</tr>
<tr>
<td>IAG</td>
<td>Interagency Group</td>
</tr>
<tr>
<td>ICD</td>
<td>Interface Control Document</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronic Engineers</td>
</tr>
<tr>
<td>I-Toll</td>
<td>Imaged-Based Toll for E-ZPass Account Holders</td>
</tr>
<tr>
<td>IVR</td>
<td>Integrated Voice Response</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>NSF</td>
<td>Non-Sufficient Funds</td>
</tr>
<tr>
<td>NTP</td>
<td>Notice To Proceed</td>
</tr>
<tr>
<td>ORT</td>
<td>Open Road Tolling</td>
</tr>
<tr>
<td>PDF</td>
<td>Portable Document Format</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Definition</td>
</tr>
<tr>
<td>--------------</td>
<td>------------</td>
</tr>
<tr>
<td>PIN</td>
<td>Personal Identification Number</td>
</tr>
<tr>
<td>PM</td>
<td>Preventive Maintenance</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>POS</td>
<td>Point Of Sale</td>
</tr>
<tr>
<td>RDBMS</td>
<td>Relational Database Management System</td>
</tr>
<tr>
<td>RF</td>
<td>Radio Frequency</td>
</tr>
<tr>
<td>RISP</td>
<td>Rhode Island State Police</td>
</tr>
<tr>
<td>RITBA</td>
<td>Rhode Island Turnpike and Bridge Authority</td>
</tr>
<tr>
<td>RITT</td>
<td>Rhode Island Traffic Tribunal</td>
</tr>
<tr>
<td>RFP</td>
<td>Request For Proposal</td>
</tr>
<tr>
<td>RMA</td>
<td>Return Merchandise Authorization</td>
</tr>
<tr>
<td>SSL</td>
<td>Secure Sockets Layer</td>
</tr>
<tr>
<td>Tag</td>
<td>AVI (E-ZPass) Transponder</td>
</tr>
<tr>
<td>TCP/IP</td>
<td>Transmission Control Protocol/Internet Protocol</td>
</tr>
<tr>
<td>TCS</td>
<td>Toll Collection System</td>
</tr>
<tr>
<td>UID</td>
<td>User Interface Document</td>
</tr>
<tr>
<td>UPS</td>
<td>Uninterruptible Power Supply</td>
</tr>
<tr>
<td>VES</td>
<td>Violation Enforcement System</td>
</tr>
<tr>
<td>VPC</td>
<td>Violations Processing Center</td>
</tr>
<tr>
<td>VPS</td>
<td>Violations Processing System</td>
</tr>
<tr>
<td>WAN</td>
<td>Wide Area Network</td>
</tr>
</tbody>
</table>
3 PROJECT BACKGROUND

3.1 Rhode Island Turnpike and Bridge Authority

The Rhode Island Turnpike and Bridge Authority ("RITBA" or the "Authority") is a body corporate and politic in the State of Rhode Island with the power to construct, acquire, maintain, and operate bridge projects as defined by law.

The Authority was responsible for the construction of the Pell Bridge (formerly the Newport Bridge) which was opened for traffic on June 28, 1969, and has been responsible for the operation and maintenance of the Mount Hope Bridge between Bristol and Portsmouth, Rhode Island since 1964, and the Claiborne Pell Bridge (also referred to as the Newport Pell Bridge or simply the Pell Bridge) between Newport and Jamestown, Rhode Island since 1969. No tax dollars, federal, state, or local, are received by the Authority for debt service or expenses incurred in the operation and maintenance of the bridges and associated buildings and grounds. Rather, all obligations are satisfied with funds received in the form of toll revenue and investment income.

A trust agreement between the Authority and bondholders requires the former to maintain and operate the bridges in an efficient and economical manner. The Authority is at all times to maintain the bridges in good repair and sound operational condition, and to make all necessary repairs, renewals, and replacements.

3.2 Pell Bridge

Currently only the Pell Bridge is tolled and these revenues are used to operate and maintain both bridges. Tolls are collected in both directions at a single plaza on the Jamestown side of the bridge.

3.2.1 E-ZPass Implementation

In 2008, the Authority joined the E-ZPass Interagency Group ("IAG") as a Full Member with an IAG Agency Code of 32. The Authority then implemented a new Cash and E-ZPass Toll Collection System ("TCS") on the Pell Bridge in December 2008. This new Cash/E-ZPass TCS was provided by Telvent who is also currently providing TCS maintenance support. The Authority operates a mixture of dedicated E-ZPass lanes and mixed-mode Cash/E-ZPass lanes. Currently, all of the Authority’s toll lanes are gated and there are no video-based violation enforcement cameras in any lane.

3.2.2 Current E-ZPass Back Office Operation

The Authority currently outsources several aspects of their E-ZPass back office operations to ACS (Xerox). ACS currently provides a remote E-ZPass Account Management System ("AMS") located in Newark, NJ and supports a Satellite CSC/Walk-In Center located at the Pell Bridge which is fully staffed and operated by both temporary and full time RITBA employees. The ACS data operations center located in Tarrytown, NY supports both the
AMS and Satellite CSC. Additionally software development/maintenance is performed by ACS technical staff in Germantown, MD.

The RITBA CSC operation is hosted by ACS as part of their Transportation Service Center (TSC). The TSC is located within the statewide New Jersey E-ZPass CSC and shares many of the operational functions of this larger CSC including the lockbox, transponder distribution center, financial management and IT support. The major services performed by the current E-ZPass AMS are:

- **E-ZPass** transaction processing – receiving transaction files from the lanes, debiting tolls from accounts.
- Transponder Management – distributing and exchanging RITBA transponders.
- IAG Reciprocity – transmitting and receiving transaction files and tag status files with other E-ZPass agencies.
- Transaction and Revenue Reconciliation – reconciling E-ZPass transactions and toll revenue with other E-ZPass agencies.
- Tag Status File Updates – transmitting daily tag status file updates to the toll collection system and other E-ZPass CSCs.
- Credit Card Processing – transmitting credit card transactions and payments to the credit card merchant clearing house.
- Website Hosting of [www.ezpassritba.com](http://www.ezpassritba.com)
- Interactive Voice Response (IVR) System – provides automated answers and instructions to a series of prepared questions.
- Lockbox – processing of all incoming mail and payments.
- Mail House – generating all outgoing mail to patrons such as account statements, credit card expiration notices, E-ZPass user guides, and other patron correspondence.

The existing Satellite CSC located at the Authority’s Administration building performs all in-person Customer Service activities as well as supplementing several typical AMS functions. The Satellite CSC activities covered are:

- Account Management – in-person new customer enrollment, updating existing accounts.
- Call Center – addressing customer questions and complaints as well as processing payments over the telephone.
- Transponder Management – distributing and exchanging transponders.
- Payments – account balance replenishment and unpaid tolls.
- Internet Support – responding to customer service inquiries made online.

Currently the Back Office does not do violation processing as all toll lanes are gated.
3.2.3 Traffic and Revenue

The Newport Pell Bridge has annual toll traffic of approximately 10 million vehicles. Average daily traffic ranges from some 20,000 vehicles in January to about 33,000 in July. Annual toll revenues for fiscal year 2011 were $18.1 million. Vehicles with three or more axles make up only 1.4 percent of annual traffic. Tolls are charged in both directions; the toll rate is currently $4.00 for full-price passenger cars and $2.00 per axle for trucks. Three discount plans are currently available to passenger cars; each requires a Rhode Island E-ZPass account. E-ZPass Drivers who can prove Rhode Island residency may sign up for a resident discount plan where they pay a discounted toll of $0.83 per crossing. The two other discount programs available are a $40.00 per 30 days unlimited trip plan, and a frequency discount of $5.46 for 6 trips, which replenishes after six trips are made or after 30 days, whichever comes first. E-ZPass market share for fiscal year 2011 was 82 percent and nearly 90 percent of E-ZPass trips were made by customers with Rhode Island accounts. There are currently approximately 87,000 active Rhode Island E-ZPass accounts.

3.2.4 Future Plans

The Authority is currently considering the implementation of Open Road Tolling (“ORT”) at the Pell Bridge in order to provide non-stop travel through the toll plaza to E-ZPass patrons. If this occurs, the TCS would be modified to include a camera-based violation enforcement system in the ORT lanes and the E-ZPass CSC may need to be expanded to provide license plate image review and violations processing services.

In addition, there are several other tolling projects being considered in the State of Rhode Island that the Authority’s E-ZPass CSC may be required to support at some point in the future.

The Authority may also add additional Satellite CSCs in Rhode Island that would need to be supported by the E-ZPass AMS. It is likely that these remote CSCs may be operated by entities other than RITBA and shall have limited access to the E-ZPass AMS.

The Authority may also implement other discount plans (e.g. truck discounts, volume discounts, etc.) in the future.
4 INSTRUCTION TO PROPOSERS

The Authority may enter into a single Contract with a Selected Vendor to achieve the stated purpose of this RFP, if any Contract is awarded at all. The Authority reserves the right to reject any or all Proposals and the right to waive minor technicalities.

4.1 Schedule of Procurement Events

Table 1 represents the anticipated schedule of events related to this RFP procurement. Proposers shall adhere to this schedule in responding to this RFP. Any changes in the dates specified below will be issued as an Addendum to this RFP.

Table 1: Schedule of Procurement Events

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>November 1, 2011</td>
</tr>
<tr>
<td>Pre-Bid Meeting RSVP</td>
<td>November 7, 2011</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Meeting</td>
<td>November 8, 2011</td>
</tr>
<tr>
<td>Questions Due</td>
<td>November 10, 2011</td>
</tr>
<tr>
<td>RITBA Response to Questions</td>
<td>November 15, 2011</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>November 30, 2011</td>
</tr>
<tr>
<td>Vendor Presentations and Interview</td>
<td>December 12, 2011</td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>December 22, 2011</td>
</tr>
<tr>
<td>Notice-To-Proceed</td>
<td>January 3, 2012</td>
</tr>
<tr>
<td>Begin Back Office Operations</td>
<td>September 1, 2012</td>
</tr>
</tbody>
</table>

4.2 Pre-Bid Meeting

A mandatory Pre-Bid Meeting will be held on November 8, 2011 at 9:00 am at the Jamestown Police Station located at:

250 Conanicus Avenue
Jamestown, RI 02835-1523

FAILURE OF THE RESPONDING VENDOR (DOES NOT INCLUDE SUBCONTRACTORS) TO ATTEND THE PRE-PROPOSAL CONFERENCE WILL RESULT IN REJECTION OF THEIR PROPOSAL.

The purpose of the meeting is to:

1. Request clarification of any section of the RFP.
2. Request changes to the RFP for requirements considered that may be perceived as restrictive as to prohibit or discourage responses.
3. Offer suggestions or changes to the RFP that could improve the RFP competition or lower the offered price.
4. Review any applicable documentation.
Vendors are requested to RSVP date identified in Section 4.1: *Schedule of Procurement Events* via phone or e-mail with:

JoAnn Head  
Executive Assistant to the Director  
1-401-423-0800  
*Jhead@ritba.org*  
and  
Nancy Parrillo  
Chief Financial Officer  
1-401-423-0800  
nparrillo@ritba.org

Vendors shall indicate the number of individuals who will attend the Vendor Conference, as well as the contact person, contact phone number and email address. Vendors are limited to no more than three (3) representatives.

Responding Integrators attending the Pre-Proposal Conference must submit any questions they wish to have answered regarding this RFP at the Conference not later than the date identified in Section 4.1: *Schedule of Procurement Events*.

Any questions received during the Vendor Conference will receive unofficial oral response at the conference. Official written answers to these questions will be distributed in accordance with Section 4.4: *Questions and Clarifications*, of this RFP.

4.3 Proposal Deadline  
Sealed proposals by Responding Vendors must be delivered to the Authority’s offices at the exact address set forth above no later than the date identified in Section 4.1: *Schedule of Procurement Events*. Proposals received after this time and date will be marked as “Late” and will not be eligible for consideration. Late proposals will be returned unopened.

4.4 Questions and Clarifications  
With the exception of the Vendor Pre-Bid Meeting and site visits, all inquiries concerning this RFP must be submitted in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted to:

JoAnn Head  
Executive Assistant to the Director  
One East Shore Road  
Jamestown, RI 02835  
*Jhead@ritba.org*  
and
Correspondences via e-mail are also acceptable but at the Vendors’ own risk of lost or undelivered e-mails. The Authority will not be responsible for these lost or undelivered e-mails.

Final inquiries must be received no later than the date specified in Section 4.1: Schedule of Procurement Events. Inquiries received after this date and time will be addressed only if they are deemed by the Authority to be critical to the selection process. Official written responses will be sent via e-mail and posted on the Authority’s website as an addendum to the RFP.

In the event it becomes necessary to revise any part of the RFP prior to scheduled submittal date, an addendum(s) will be issued to all Vendors who attend the Pre-Bid Meeting.

4.5 Additional Information
The Authority reserves the right to make a written request for additional information from a Vendor to assist in understanding or clarifying a proposal.

4.6 Irrevocable Offer
The Vendor’s proposal shall constitute an Irrevocable Offer valid for a period of ninety (90) days from the Proposal Due Date. The RFP and proposal shall serve as the basis for final contract negotiations with the Authority. A Vendor’s disclosure or distribution of proposals other than to the Authority shall be considered grounds for disqualification.

4.7 Public Disclosure
The Authority assumes no responsibility for understandings or representations concerning conditions made by its staff prior to the execution of a contract, unless such understanding or representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing and addressed in any issued addendum. Any information provided by the Vendor verbally shall not be considered part of that Vendor’s Proposal.

All material received in response to this RFP shall become the property of the Authority and will not be returned to the Vendor. Regardless of the Vendor selected, the Authority reserves the right to use any information presented in a proposal. The content of each Vendor’s proposal shall become public information once a contract has been awarded.
The information submitted by the Vendor, including statements and letters, shall be subject to public disclosure as required by federal and State law. Responses to the RFP will be disclosed to the evaluation team only, responses will not be publicly opened until after contract award. The possible need for negotiations and to protect the integrity of the public procurement process precludes general release of this information until after contract award.

4.8 Bonding

The Vendor shall provide an executed Contract Bond within five (5) business days of the date of Notice of Intent to Award, for a sum not less than $1,000,000.

The Contract Bond shall:

1. Be Signed by a Surety, or Sureties that is (are) listed in the current U.S. Treasury circular 570 and authorized to do business in the State of Rhode Island and Providence Plantations and accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company (or companies) and a true and correct statement of the financial condition of the said surety company (or companies).

2. Be conditioned upon the faithful performance of the contract services by the Vendor within the prescribed time and performance requirements.

3. Guarantee that the surety shall indemnify, defend and protect the Authority, its representatives, agents and Engineer against any claim of direct or indirect loss resulting from the failure:
   a. Of the Vendor (or any of the employees, subcontractors, or agents of the Vendor) to faithfully perform the contract, or
   b. Of the Vendor (of the subcontractors, or agents of the Vendor) to pay all laborers, mechanics, sub contractors, agents, material man, or provisions for carrying out the work.

The Authority may require sureties or surety companies on the contract bond to appear and qualify themselves. Whenever the Authority deems the surety or sureties to be inadequate, it may, upon written demand, require the Vendor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payments on the contract will stop.

In the event of insolvency of the surety, the Vendor shall forthwith furnish and maintain, as above provided, other surety satisfactory to the Authority.

All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties of the bond.

4.9 Proposal Preparation Cost

The Authority shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal or for work performed prior to contract issuance.
4.10 Non-Commitment
The solicitation of this RFP shall not commit the Authority to award a contract.

4.11 RFP Non-Deviation
The Vendors have been provided an electronic version of this Request for Proposal (RFP). Any alteration to the text or any file associated with this RFP in any way that could be construed to change the intent of the original document is forbidden. Any changes made to the original document may result in the proposal being considered non-responsive.

4.12 Consultant Access
The Authority has retained the firm of Jacobs Engineering Group, Inc. (Jacobs) to assist in the administration of this contract. The Vendor is required to provide the same access to information and facilities to Jacobs’ personnel as to RITBA personnel, and to respond to their requests similarly.

4.13 Proposal Submission and Format
Proposals shall be submitted in two separate volumes. Volume I shall cover the Vendor’s technical approach in response to this RFP. Volume II shall cover the Vendor’s cost proposal in support of the services requested in this RFP.

4.13.1 Volume I – Technical Proposal
The purpose of the Technical Proposal is for the Vendor to clearly represent its ability to execute the project scope based on experience and understanding the project services and requirements. The following sections shall define the various proposal requirements the Vendor is expected to respond to.

The page limit for Volume 1 shall be no more than thirty-five (35) pages exclusive of resumes and any required forms.

4.13.1.1 Cover Letter
The Vendor shall provide a cover letter that summarizes their approach and response to the RFP. The cover letter shall be signed by a representative of the Vendor that has the Authority to conduct business on behalf of the Vendor’s organization, firm or company. The cover letter shall be limited to no more than two (2) pages and will be counted as part of the thirty-five (35) page limit for Volume I – Technical Proposal.

4.13.1.2 Vendor Description and Identification
A brief description of the Vendor organization shall include at the minimum the following information:

1. Key facility location(s) and address, i.e. the location(s) which the majority of the work will be performed.
2. Name, address, phone number, fax number, and e-mail address of the Vendor’s contact person.
3. Representation that the Proposer has in full force and effect professional liability insurance with an insurance company rated at least “A” in Best’s Guide in an amount not less than $5,000,000.

4. The Vendor shall identify any material litigation, administrative proceedings, or investigations which (i) currently name the Vendor’s firm as a party, (ii) have been threatened against the Vendor’s firm; or (iii) have been settled within the past two years and involved the Vendor’s firm as a party that would be of material interest to the Authority.

4.13.1.3 Qualification and Experience

4.13.1.3.1 Project Experience

The Vendor shall provide descriptions including client information, project budget and start and end dates for all relevant project experience. It is preferred that a member of the proposing team has successfully completed at least one E-ZPass Back Office implementation project.

Each Vendor who proposes the services of a sub-Contractor must supply a summary of the sub-Contractor’s expertise in their particular field, including years of experience and all major projects completed in the specific areas of this project for which they are being held responsible.

Distinguishing public and private sector work, the Vendor shall describe their experience with similar project activity.

Vendors must include the length of time for each project, contracted dollar value of the project, project description, scope, and state whether or not the project was completed on time and within the contracted dollar amount.

4.13.1.3.2 Project References

1. Provide at least three relative project references from your corporate entity and/or governmental agency of clients including names, addresses, and telephone numbers.

2. Describe your current relationship with governmental agencies and/or corporations.

4.13.1.4 Staffing and Organization

The Vendor shall provide a baseline complement of staff to perform the various tasks required to set-up and operate a RITBA E-ZPass Back Office. The Vendor must also propose to provide these functions outside of normal business hours, if necessary.

4.13.1.4.1 Key Staff Description and Organization

The Vendor shall identify its Project Manager and all key staff members that it will use in the efforts to complete the project. The proposal shall clearly describe each key staff member’s role for this project and why each key staff member is best suited for

November 1, 2011
the assigned role, citing education, project experience, professional capabilities and training that are relevant to perform the functions identified in the Scope of Services section of this RFP. Brief biographical data and relevant project experience shall be also provided.

In addition to the Vendor’s key staff and subcontractor, teaming partner, and or contract employee shall be clearly identified as such.

The proposal shall contain an organizational staffing chart that represents the overall Vendor proposed project team including subcontractor or teaming partners.

4.13.1.4.2 Qualifications of Vendor’s Project Manager

The Vendor’s Project Manager shall be designated to assume full-time responsibility over the project for overall project control, contract management, and all Vendor-proposed staff and activities. The Vendor’s Project Manager will develop and maintain a direct communication line and work closely with the Authority and its Representatives throughout the life of the project.

For this Contract, the Vendor’s Project Manager shall:

- Be an employee of the Vendor;
- Have an education level equal to or exceeding a Bachelor’s Degree;
- Have at least seven years of information technology experience;
- Have at least three years project management experience on complex client server application;
- Have had at least five years experience in the either the management, development, installation and/or operation of an Electronic Toll Collection Back Office. It is preferred that they also have specific E-ZPass experience;
- Have had extensive responsibilities in the areas of systems analysis, development, maintenance and enhancement, and implementation; and
- Be fluent in the English language.

4.13.1.4.3 Key Staff Resumes

To be provided as Attachment A to the proposal, resumes shall be submitted for each of the Vendor’s key staff, including any subcontractor staff, identified in the organizational chart. Resumes shall be limited to no more the two (2) pages per person single sided. Resumes will not be included as part of the page count.

Each resume must clearly indicate the qualifications and responsibilities to be assigned to the individuals identified. Resumes, which include name, experience, education, and training, must be included.
4.13.1.5 Approach and Understanding

In responding to this RFP, the Vendor shall describe in detail, its understanding of the Authority’s needs and objectives and how the Vendor plans to execute and carry out the needed efforts to meet or exceed the requirements outlined in this RFP to deploy an E-ZPass Back Office. An explanation of how each requirement can or cannot be met must be included. This section of the proposal shall address, at a minimum the following aspects:

- Project Management;
- Staff assignment and resource allocation;
- Approach and methodology to completing the Scope of Services;
- Design and Development
- Testing (Internal, TCS Interface and IAG Reciprocity)
- Transitioning Efforts:
  - Account and Data Transition/Migration from the existing Back Office
  - Transfer of roles and responsibilities
- Back Office support functions
  - Remote Account Management System (AMS)
  - Satellite CSC (operated by RITBA)
- Schedule (for completion of activities and deliverables)

The Vendor is encouraged to describe any system functionality beyond the basic technical RFP requirements that could be provided with little or no additional cost to the Authority.

4.13.2 Volume II - Cost Proposal

The Cost Proposal shall be broken out into the following four (4) separate categories;

1. Back Office Deployment;
2. E-ZPass Processing;
3. Violation Processing; and
4. Identification of pass through RITBA Fees and Costs.

In representing proposed cost estimates, the Vendor shall complete the Cost Proposal Form provided as Attachment B and provide it with the cost proposal (Volume 2). Any explanation or narrative supporting the proposed costs shall be limited to four (4) pages. The Cost Proposal Form will not be counted towards the page limit.

The Authority reserves the right to review all aspects of the cost proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from the Vendor’s proposal, industry norms, or in areas where detailed pricing is required.
4.13.2.1 Back Office Deployment Cost
The Vendor shall provide a Lump-Sum fixed cost estimate in Attachment B for efforts related to the full and complete implementation of the Back Office (both E-ZPass account management and violations processing). These efforts shall include, but not be limited to all design, development, installation, testing, training, data migration and operational transition.

4.13.2.2 E-ZPass Account Management
The Vendor shall provide monthly unit cost estimates for the related to the management of E-ZPass accounts and the processing of all E-ZPass transactions from both home (RITBA) and away IAG agencies for the full five-year, 60-month contract period. These unit costs shall be subject to cost of living adjustments based on the Consumer Price Index (CPI) for the optional additional two 2-year periods. The Vendor shall describe the services that will be provided such as management, fulfillment, transaction processing, reciprocity, settlement, statements, settlements, etc.

Pricing for E-ZPass account management shall be provided based on the following structure:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1</td>
<td>0 to 75,000 accounts (priced as a flat rate monthly rate)</td>
</tr>
<tr>
<td>Tier 2</td>
<td>75,001 to 100,000 accounts (priced per unit of 5,000 accounts)</td>
</tr>
<tr>
<td>Tier 3</td>
<td>100,001 to 125,000 accounts (priced per unit of 5,000 accounts)</td>
</tr>
<tr>
<td>Tier 4</td>
<td>125,001 to 150,000 accounts (priced per unit of 5,000 accounts)</td>
</tr>
<tr>
<td>Tier 5</td>
<td>&gt;150,000 accounts (priced per unit of 5,000 accounts)</td>
</tr>
</tbody>
</table>

The number of accounts will be determined by the number of accounts active at the “Close of Business” on the 15th of each month. An active account shall be defined as one that has had at least one toll transaction in the previous 12 month period.

The Authority intends to staff the Call Center at the Satellite CSC themselves. However, the Vendor may submit, as a separate value-added optional component, the cost to provide a backup call center, at some other location, to handle incoming calls in the event that the Satellite CSC is unable to do so.

4.13.2.3 Violation Processing Cost
The Vendor shall provide monthly unit cost estimates related to the processing of violation transactions from future ORT lanes and facilities for the full five-year, 60-month contract period. These unit costs shall be subject to cost of living adjustments based on the Consumer Price Index (CPI) for the optional additional two 2-year periods. The Vendor shall describe the services that shall be provided including image reviews, DMV lookups (both in-state and out-of-state), violation notices, violation payments, etc. The Authority anticipates paying the Vendor a monthly charge for all violation processing activities and a minimum volume of violation processed images.
Pricing for violations processing shall be provided based on the following structure:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit 1</td>
<td>I-Tolls: 0 to 5,000 violations (priced as a flat rate monthly rate)</td>
</tr>
<tr>
<td>Unit 2</td>
<td>DMV Lookups: 0 to 5,000 violations (priced as a flat rate monthly rate)</td>
</tr>
<tr>
<td>Unit 3</td>
<td>I-Tolls: &gt; 5,000 violations (priced per unit of 2,000 violations)</td>
</tr>
<tr>
<td>Unit 4</td>
<td>DMV Lookups: &gt;5,000 violations (priced per unit of 2,000 violations)</td>
</tr>
</tbody>
</table>

The Authority reserves the right to cap the number of images processed monthly at a level that does not include all images. However in no case will that level reduce the minimum monthly account fees.

4.13.2.4 Pass Through RITBA Fees and Costs

The Vendor is also requested to provide an estimate of other costs that will be directly paid for by the Authority. RITBA reserves the right to consider these items in their evaluation if they are provided at rates favorable to those currently anticipated to be incurred by the Authority. These costs include postage, credit card clearinghouse fees, DMV lookup fees, banking fees and communications fees.

4.13.2.4.1 Banking Cash Flow

The Authority envisions the following cash flow scenario:

- AMS collects pre-paid E-ZPass account deposits and stores these pre-paid toll funds in the joint AMS/RITBA depository bank account.
- RITBA deposits toll revenue to the RITBA toll revenue account for home agency E-ZPass transactions on RITBA’s toll facilities.
- RITBA deposits to away agency CSCs for RITBA E-ZPass patrons traveling at away agency facilities. AMS reconciles these transactions.
- RITBA receives payment from away agency CSCs for away agency E-ZPass patrons traveling on RITBA’s toll facilities and deposits to the RITBA depository account. AMS reconciles these transactions.
- RITBA deposits to RITBA depository account monthly for all statement and transponder-related fees collected by the AMS.
- Violation fees shall be deposited in a separate RITBA violations depository account by RITBA.
- AMS to provide Credit card equity calculation support.

All violation payments shall go to the CSC lockbox and not the AMS. The Vendor shall provide software functionality to input violations payments and reconcile against outstanding violations receivables.
4.13.2.4.2 Credit Card Clearinghouse Fees
The Vendor will identify in their proposal, all fees for processing credit card transactions, as well as interchange fees, settlement fees, and transaction fees. The Vendor is encouraged to propose ways in which these fees can be reduced.

4.13.2.4.3 Postage
The Vendor will estimate the per piece postage charges for all materials that are included as part of their communications with customers including fulfillment, statements, violation notices, credit card expiration notices and any other communication with the customer included in their proposal. The Authority expects that there will be no mark-up on postage costs and that postage will be paid for as a separate line item from the contract funds.

4.13.2.5 IAG Activities
The Vendor shall perform all relevant activities required by the Authority to maintain its membership and reciprocity with the E-ZPass Inter-Agency Group (IAG). These activities include, but are not limited to, IAG representation by attending relevant meetings and discussions such as the Reciprocity Task Force meetings and periodic teleconference calls. The Vendor shall also provide all modifications and fulfill the IAG testing requirements associated with the addition of new agencies to the IAG. The associated costs for these services are expected to be part of the fixed cost fee.

4.13.2.6 Change Orders
This section discusses the major change orders that may occur during the course of this project. All change order requests will be submitted in writing and include a detailed description of the proposed work along with an estimate of the level of effort (in hours) for each staff category and their quoted contract hourly rates included part of the Cost Proposal in Attachment B.

4.13.2.6.1 System Enhancements
The Vendor shall undertake all system enhancements necessary to ensure that the Back Office operates properly and efficiently. The Authority will decide which enhancements to implement. The associated costs for these enhancements will be borne by the Authority at an agreed upon negotiated price at the time of implementation based upon the quoted contract labor rates included part of the Cost Proposal in Attachment B.
4.13.2.6.2 IAG File Specification Upgrades
The Vendor shall be responsible for handling and processing all IAG file specification upgrades as directed by the Authority. The costs associated with processing these upgrades will be borne by the Authority at an agreed upon negotiated price at the time of implementation based upon the quoted contract labor rates.

4.13.2.6.3 Additional Reports
The Vendor shall be responsible for developing and providing up to ten (10) additional reports that may be required by the Authority for the Back Office if so requested by the Authority as part of their base bid. Any additional reports will completed and all costs will be borne by the Authority at an agreed upon negotiated price at the time of the implementation based upon the quoted contract labor rates.
5 EVALUATION AND SELECTION

5.1 Proposal Evaluation Process

The Authority is interested in receiving the best rates and the best quality product or service. *Quotes will be evaluated on a BEST VALUE basis* using the criteria identified in this section.

Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that:

a. The proposal was received before the date and time specified in Section 4.1: *Schedule of Procurement Events*.

b. The Vendor attended the mandatory pre-bid meeting.

c. The proposal contained all required signatures.

d. The correct number of copies was submitted.

Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the evaluation process.

Upon receipt, the proposal information will be disclosed to the evaluation team members only. The proposal will not be publicly opened. The possible need for clarifications necessitates the need for privacy.

Scoring will be based on information including, but not limited to, the Vendor’s proposal documents, references, previous project experience, interviews, product demonstrations, and site visits. The evaluation team shall be under no obligation to contact Vendors for clarification of proposals, but it shall reserve the right to do so at any time prior to contract award.

5.2 Interviews

Short Listed Vendors shall be interviewed by the Authority. Presentation format, time limits, materials requested, etc. shall be sent to all Vendors with whom interviews are deemed appropriate. The Vendor’s nominated Project Manager and other key members of the Vendor’s team shall be the presenters at the interview. The Authority reserves the right to select a preferred Vendor without conducting interviews.

5.3 Selection Criteria

The evaluation committee will score the Vendor’s corporate qualifications and project team experience, proposed program management plan, scope of services and any value-added functionality in addition to the basic requirements. Qualified proposals will be evaluated on the basis of these criteria and the ability of the Vendor to satisfy the requirements of this RFP in a cost-effective manner. Each cost proposal will be evaluated to determine its compliance with the instructions to Vendors set forth in this RFP. Cost proposals will also be examined to determine if they are consistent with the requirements and that the
calculations are accurate. If any variance in prices between the summary schedule and other schedules is found, or if any inconsistencies are found, the highest shall prevail.

Any cost proposal that is incomplete, in which there are significant inconsistencies or inaccuracies with the written proposal, or does not comply with the requirements for cost proposal submission contained in this RFP, may be rejected as interpreted by the Authority. The cost points for each Vendor will be added to the points awarded for the written technical proposals from stage one to determine the final total score.

For scoring purposes, the proposal evaluation will consider the following categories:

<table>
<thead>
<tr>
<th>Scoring Category</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Compliance &amp; Technical Approach</td>
<td>20</td>
</tr>
<tr>
<td>Experience &amp; Qualifications</td>
<td>20</td>
</tr>
<tr>
<td>Interview</td>
<td>10</td>
</tr>
<tr>
<td>Price</td>
<td>50</td>
</tr>
<tr>
<td>Value-Added Functionality</td>
<td>Up to 50</td>
</tr>
<tr>
<td><strong>Maximum Total Points</strong></td>
<td><strong>Up to 150</strong></td>
</tr>
</tbody>
</table>

**Value-Added Functionality:** The Vendor is encouraged to describe any system functionality beyond the basic technical RFP requirements that could be provided with little or no additional cost to the Authority. Vendor-recommended variations to the technical RFP requirements that will result in cost savings to RITBA will also be considered as value-added functionality. Any Value-Added Functionality proposed by the Vendor shall be clearly identified in their proposal.

### 5.4 Reservations and Rejected Proposals

The Authority also reserves the right to reject any and/or all proposals, at any time, if the Authority in its sole judgment deems such rejection to be in its best interests.

The Authority reserves the rights to suspend, withdraw, amend or supplement this RFP including all appendices, exhibits, and addenda, at any time prior to the opening of Proposals.

The Authority reserves the right to reject any proposal not submitted in conformance with the requirements of the RFP.

The Authority may reject any proposal that it alone believes to have failed to meet the requirements of this RFP.

The Authority may also reject proposals that are incomplete, conditional or obscure, proposals that contain additions and/or deletions, alterations, errors or other irregularities, or proposals submitted by Vendors that are not experienced or capable of performing the work.
required. The Authority also reserves the right to waive any of the foregoing or any other informalities.

The selection process set forth in this RFP is being undertaken by the Authority not pursuant to any statutory requirement. The Authority’s decision with respect to the award of a contract pursuant to this selection process shall be final.

6  CONTRACT TERM

The successful Vendor will receive a contract for an initial five (5) years with an option for two (2) additional two (2) year extensions to provide E-ZPass account management and transaction processing services.

6.1  Compensation

The Vendor shall be compensated for the Deployment portion of the work based on the following schedule of milestone activities:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Compensation (Based on a % of the total Deployment Cost)</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>15%</td>
<td>Upon NTP</td>
</tr>
<tr>
<td>Approved Design and Development</td>
<td>10%</td>
<td>Feb. 15, 2012</td>
</tr>
<tr>
<td>Successful Completion of Initial System Test</td>
<td>25%</td>
<td>May 15, 2012</td>
</tr>
<tr>
<td>Successful Completion of IAG Testing, Data Migration and System Acceptance Test</td>
<td>20%</td>
<td>August 15, 2012</td>
</tr>
<tr>
<td>Successful Go-Live and Full Operation of Back Office</td>
<td>30%</td>
<td>No Later than September 1, 2012</td>
</tr>
</tbody>
</table>

Failure to meet any one of the above milestones shall subject to liquidated damages as defined in schedule of liquidated damages below.
**Schedule of Liquidated Damages**

<table>
<thead>
<tr>
<th>Original Deployment Contract Amount*</th>
<th>Daily Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>From More Than</td>
<td>To and Including</td>
</tr>
<tr>
<td>$ 0</td>
<td>$25,000</td>
</tr>
<tr>
<td>25,000</td>
<td>50,000</td>
</tr>
<tr>
<td>50,000</td>
<td>100,000</td>
</tr>
<tr>
<td>100,000</td>
<td>500,000</td>
</tr>
<tr>
<td>500,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>1,000,000</td>
<td>2,000,000</td>
</tr>
<tr>
<td>2,000,000</td>
<td>4,000,000</td>
</tr>
<tr>
<td>4,000,000</td>
<td>6,000,000</td>
</tr>
<tr>
<td>6,000,000</td>
<td>10,000,000</td>
</tr>
<tr>
<td>10,000,000</td>
<td>-------</td>
</tr>
</tbody>
</table>

*Original deployment contract amount is the sum of Lines 1 & 7 in the Cost Proposal Form

Total liquidated damages to be levied against the Vendor shall not exceed ten percent (10%) of the cost of the contract amount.

The RITBA reserves the right to deduct the amount of liquidated damages from any funds due to the Vendor. If amounts due to the Vendor are insufficient to meet the damages, the Vendor or Surety will be required to promptly pay the amounts due.

Once the Back Office operations have begun, the Vendor will be compensated on a monthly basis. The Vendor shall submit two monthly invoices, one detailing the amount billed with the various tiered rates for E-ZPass account management and violation processing and the other for all direct pass through costs incurred (postage, credit card fees, etc.). The Authority shall remit payment within 30 Days of receipt of the invoice.
7 SCOPE OF SERVICES

7.1 General Description of Project Responsibilities

The Vendor shall provide back office functions to support the variety of activities typically associated with electronic toll collection such as customer account management, financial management, IAG reciprocity and system interoperability in the exchange of E-ZPass transponder statuses, transactions, reconciliations and payments with all other IAG member agencies, violation processing and marketing services (E-ZPass user guides and brochures). The scope of services shall also include interfacing with the Authority’s E-ZPass Toll Collection System.

The successful Vendor shall provide the Authority with comprehensive Account Management System (AMS) services for back office processing related functionality from a remote location. The Vendor shall also support the existing Satellite CSC in Rhode Island which will continue to be staffed and operated by the Authority. The Vendor shall also support additional Satellite CSCs in Rhode Island that may be deployed in the future. The Vendor shall, where applicable, engineer, customize, furnish, install, integrate, deploy, and test all of the equipment and software that is required to provide the AMS and CSC(s) operations and functionality described in this document.

The Vendor shall not sell, distribute, or make available the names, addresses, or any other personal information of E-ZPass system account holders without the account holder’s written consent. However, this restriction does not include the exchange of this information between E-ZPass IAG member agencies who comply with the same minimum standard of privacy.

Information and/or data collected by the Vendor on behalf of the Authority for the purpose of establishing and maintaining E-ZPass accounts shall not be disclosed to any party other than the Authority unless approved in writing by the Authority staff or required by a lawful order of a court having jurisdiction.

E-ZPass transaction processing, IAG file transfers, tag status updates, tag file downloads, account replenishments, data storage and archiving, Web site services, IVR setup and interface, transponder inventory control system and ordering, account notice generation and distribution, violations processing, performance measurements and invoice preparation, and system administration and maintenance management shall be performed at the Vendor’s off-site AMS location.

The Vendor may use existing hardware to execute the customized software that provides the required functionality at the specified performance levels. Appropriate security measures shall be implemented and demonstrated to the satisfaction of the Authority to assure the integrity of the Authority’s data, particularly when processing and storage hardware is shared.
The Vendor shall provide software to monitor the operations of the CSC call center, and assure access and accuracy of the IVR call center statistics, training of CSR staff, and performance audits on an approved schedule using randomly recorded calls in addition to complying with other performance requirements presented herein.

### 7.1.1 Account Management System Overview

The Vendor shall provide automated account management services in support of the *E-ZPass* system, including application processing, account initiation, payment processing, statement and notice generation and distribution, transponder distribution and inventory control, correspondence handling, and deposit and account reconciliation.

The AMS shall meet the following top-level requirements:

1. Provide a multifaceted operation with multiple means of customer access.
2. Provide efficient and accurate processing of all *E-ZPass* transactions.
3. Provide high system accuracy, reliability, and maintainability.
4. Provide data security, integrity, and accountability.
7. Comply with all IAG rules and regulations to foster reciprocity of transponder and transaction data.

The Vendor shall be responsible for any software customization, design engineering, hardware and equipment installation, integration and configuration, testing, operations, database management, system administration, and maintenance of the AMS to provide a fully functional and operational Back Office that meets, or exceeds, the requirements that are presented in this document.

The successful Vendor will be responsible for working in partnership with the Authority’s staff and consultants to provide all requirements and deliverables defined herein. The Authority has developed a set of specific operational policies and procedures for electronic toll collection on the Pell Bridge. The Vendor shall adhere to these policies and procedures, which are identified in this RFP as well as provided in detail in the attached business rules (*Attachment C*).

Over the course of the contract term the Vendor shall be responsible for utilizing and complying with the most recent IAG Inter-CSC Interface File and Reporting Specifications in support of full interoperability with other IAG member agencies.
7.1.2 Satellite Customer Service Center Overview

The Authority will work with the Vendor to determine the necessary equipment and utilities needed to update and maintain the existing Satellite CSC at the Pell Bridge including telephone service, internet services, communications to the remote AMS (LAN, WAN, cabling, gear, and cabinets), telephone equipment, tools, materials, hardware (computers and peripherals), software, security equipment, and devices required for the proper design, installation, and operations of the existing Satellite CSC. The Vendor shall also support the Authority in implementing additional Satellite CSCs in Rhode Island in the future.

The Authority shall furnish the building facility for the Satellite CSC(s) and provide all necessary utilities, with specified operations and storage floor space as well as the all power, heating, ventilation, air conditioning, and lighting during the specified hours of operation.

The Authority shall provide access to all buildings, equipment rooms, and other locations as necessary, to allow the Vendor to engineer, furnish, and install a network switch, firewall, and transmission equipment to interconnect the remote AMS with the Authority’s Satellite CSC(s), AMS monitoring workstations, and printers.

The Authority will provide UPS filtered single phase, 60 Hz electrical service with circuit protection from an electrical panel in the room(s) provided by Authority for installation of this equipment.

7.2 Functional Requirements

The major functional requirements for establishing and operating an E-ZPass Back Office for the Authority shall consist of the following:

7.2.1 Account Management

The Back Office shall include, as a minimum, the following functions related to E-ZPass account management and compliance with payment card industry (“PCI”) requirements:

- Customer Account Functions - create and maintain pre-paid patron accounts via walk-in (Satellite CSC), mail, fax, telephone or Internet.
- Customer Communications - receive and respond to account inquires via walk-in, mail, telephone or Internet.
- Customer Disputes – receive toll charge disputes via walk-in, mail, telephone or Internet. Respond to disputes via mail, telephone or Internet.
- Customer Applications and User Guides – provide the ability to download applications and user guides for personal and commercial customers from the Internet.
- Replenishment/Account Status – provide the functionality to process cash, credit card, and check, both manually and via automatic-replenishment features.
• Customer Statements - produce and notify customers by email that their statements are ready for download from the Internet. Distribute statements by mail to those customers that request a paper statement.
• Credit Card Notices - produce and distribute patron correspondence related to credit cards expiration, rejected transactions and replenishment adjustments by mail or by email.
• Transponder Management - perform E-ZPass transponders inventory control, programming the vehicle class onto the tag, testing and issuing transponders, tracking and distribution.
• Report Capability – provide detailed reporting to document all account and transponder activity.
• Credit Card Processing Security – provide the ability to determine by user name the authorization to view an entire credit card number. Credit card numbers shall be encrypted in the System in accordance with industry-standard encryption standards and PCI standards.
• Other functions and alternatives proposed by the Vendor.

7.2.2 Financial Management
The Back Office shall include, as a minimum, the following functions related to financial management:

• Accounting Features - develop and utilize an internal financial accounting system consistent with generally accepted accounting principles (GAAP) that includes a multi-account general ledger.
• Credit Card Clearinghouse - provide credit card clearing functions.
• Report Capability - provide reports for financial audit, batch control totals, checks and balances, and revenue reconciliation.
• Other functions and alternatives as proposed the Vendor.

7.2.3 IAG Reciprocity
The Back Office shall include, as a minimum, the following functions related to reciprocity with the E-ZPass Interagency Group:

• Host System Interface File Specification – create, receive and process tag status files from all away IAG agencies for transmission between the AMS/CSC and the RITBA TCS Host Computer.
• IAG Interface File Specification – create, receive and process all files as specified in IAG Inter-CSC Interface File and Reporting Specifications Version 1.51g or the current version at time of implementation.
• IAG Report Specification – create, receive and process revenue settlement reports for reciprocal transactions between the Authority and the other IAG member agencies.
• Cost Sharing Settlement – provide functionality to perform settlement among IAG agencies for credit card costs and any other transaction fees that may be established for reciprocal transactions.
• Reciprocity Agent – provide a point of contact to be responsible for tracking and reconciling reciprocal transactions and revenues due to and owed by the RITBA.
• Other functions and alternatives as defined by the Vendor.
• The optional ability to process non-toll (E-ZPass Plus) transactions.

The Vendor will handle monthly settlements with other IAG members on behalf of the Authority. The Authority will provide oversight via audit of the settlement transactions.

7.2.4 Violation Processing
The Vendor shall provide a Violations Processing Center (VPC) with violation processing capabilities which shall include, as a minimum; the following functions associated with processing toll violations.

• Process Violations - identify and process violations where an expected toll was not collected as well as certain administrative violations such as exceeding the safe toll lane speed.
• Violation Notices, Templates and Appeal Forms – provide the capability to generate violation notices and templates for the violations identified by the TCS.
• Violation Tracking – provide the capability to perform the tracking of violation notices, creating aging reports and entering payments and adjustments for the violation notices generated by the system.
• Violation Reports – provide reporting capability and functions to monitor the performance of the violation processing effort and to summarize the status of violation notifications for the violations generated by the VPC.
• Violation Processing Center Interface – receive and process violation transaction files and license plate images generated by the TCS.
• DMV Look-ups (including out-of-state lookups).
• Interface with the Rhode Island State Police to review evidence packages for unpaid violation notices.
• Create traffic citations for violators that failed to respond to the violation notices after review and approval by RISP. Allow the RISP to update the contact information of the violator.
• Other functions and alternatives as defined by the Vendor.
7.2.5 System Interfaces
The Back Office shall include, as a minimum, the following functions associated with the various system interfaces:

- Interface with the RITBA TCS - process, create, and forward tag status files to the RITBA Host Computer and accept transaction files from the RITBA Host Computer.
- Interface with the RITBA Violation Enforcement System - accept transaction files and violation images from the RITBA Violation Enforcement System computer system.
- Access to AMS and Violations database – provide RITBA access to the AMS and violations processing database for reporting purposes with appropriate access and security controls.
- Access to Unpaid Toll Violations – provide the Rhode Island State Police (RISP) with evidence packages for unpaid toll violations (violation images, violation transactions, DMV records, violation notices, etc.). The RISP trooper will review the evidence package and approve the issuance of a traffic citation.
- Interface with RISP Record Management System – develop process to facilitate the automatic creation of traffic citations in the existing RISP citation software application.
- Reporting – create reports to monitor the interfaces between the various systems.

7.2.6 Communications
The Vendor will provide software for the Back Office that will allow the Authority’s customers to communicate with the AMS/CSC via Mail, Fax, Phone, Internet and an Interactive Voice Response (“IVR”) System.

7.3 Technical Requirements
This Section of the RFP will provide details of the technical requirements for establishing a RITBA E-ZPass Back Office. Responding Vendors shall submit a narrative that will clearly define their approach to support an E-ZPass Back Office that incorporates all of the Authority’s business rules as well as the type of software, programming language, operating system and hardware necessary to meet the technical requirements of the Back Office.

The Vendor shall prepare a Scope of Services that will clearly define their approach to providing an electronic toll collection back office operation. The E-ZPass Back Office shall perform the generally accepted practices associated with such activities as well as the specific scope items detailed later in this section.
Wherever the AMS is located, the Vendor will be responsible for obtaining and maintaining a communication link between the AMS location, the Satellite CSC, the RITBA TCS Host Computer System of sufficient capacity to meet the requirements contained here-in.

7.3.1 General Requirements

The AMS shall provide software with the functionality to support back office administrative tasks as well as operational tasks at the Satellite CSC(s). The intended users of the back office software will be system administrators, supervisors, managers, and Customer Service Representatives (CSRs) authorized to perform various back office tasks.

7.3.1.1 E-ZPass Transaction Processing

The AMS shall receive and process all E-ZPass transactions sent from the Authority’s Host Computer as well as from other IAG agencies. The posting of E-ZPass transactions to active accounts shall satisfy the AMS operational, functional, and performance requirements. A transaction processing module shall process files containing E-ZPass transaction records received from the Host Computer by posting this data to an account containing the transponder ID number contained in the record.

7.3.1.2 System Accuracy, Reliability and Maintainability

The Vendor shall ensure AMS system maintainability, accuracy, reliability, security, and availability over the term of the Contract. The AMS shall satisfy, as a minimum, the following requirements:

1. The AMS shall provide an availability of at least 99.95 percent. This value will be based upon the total on-line operating service time (i.e., the time in which the AMS is available and functioning as designed), as compared to the total time during the same period. Total time is considered to be 24 hours a day, 7 days a week. Unavailable AMS equipment affecting processing operations shall be considered off-line and reduce the availability measure by the corresponding amount.
2. The Vendor shall utilize a maintenance management system for responding to AMS hardware and software problems.
3. The AMS shall allow scheduled preventive maintenance (PM) activities to be performed while the system is on-line. PM actions shall be transparent to AMS operations.

7.3.1.3 Data and Financial Security, Integrity, and Accountability

The AMS shall include features to assure the security and integrity of all data collected and processed by the Back Office system. The AMS system shall employ redundancy as needed to meet the AMS required availability and functionality requirements and to protect against data loss and data corruption. Data loss includes the loss of any E-ZPass account data, deposits, payment information, transaction history, any system configuration or operational information, or any other information that would negatively affect operations of the AMS. Communication transmissions shall employ reliable means of confirming sent data is accurately received.
The AMS system shall be designed to protect against data loss caused by equipment malfunction and failure, inadequate data storage capacity, communication loss, power outage, voltage drop or surges, extreme temperatures, deletion by unqualified and unauthorized users or software attacks (i.e., rogue users/hackers, virus attacks, etc.).

The AMS system shall employ an integrated and comprehensive anti-spam and anti-virus protection system. The AMS system shall provide varying user-access levels that are assigned by a qualified system administrator. System access by the CSR shall be limited to only those functions needed to perform their assigned work. CSR screens shall not display credit card numbers. Other AMS operations staff shall have, at a minimum, read-only access to all AMS account and IAG data and the ability to write notes or comments to the account database to reflect conversations and/or correspondence with E-ZPass system account holders.

Any modifications to AMS data (records) shall be made as adjustment entries with all actions recorded to a retrievable chronological log that includes notations to support System audits. The System screens shall support this adjustment feature in both entry and review modes such that adjustments made to the data are readily available. The name and user ID of the person making the adjustment as well as the date, time, workstation, and specific notation that was made shall accompany each adjustment record. This component feature shall be assignable to user-access levels by the AMS system administrator.

### 7.3.1.4 Tracking and Reporting

The AMS shall provide the necessary functionality to track transponder inventory levels and assignment to individual accounts, transponder deposits and account balances comprised of initial balance deposits, transactions (RITBA and other IAG agency generated), replenishments or payments, adjustments, fees, surcharges, and refunds.

The AMS operations shall track changes in transponder inventory levels and generate a purchase order for additional IAG sanctioned transponders when levels reach a configurable reorder threshold.

The AMS needs to track the necessary transaction and user account data to generate correspondence that is mailed to customers, such as no balance and no activity letters and credit card expiration letters. The AMS shall also generate scheduled and ad hoc reports to support the business operation and the informational needs of management, accounting, auditing, and back office operations personnel.
7.3.1.5 Reconciliation
The AMS shall support the daily reconciliation of changes in **E-ZPass** account balances resulting from the opening of an account with the required deposits, the closing of an account involving the refund of the outstanding balance and deposit, account replenishments and payments posted to the account, transactions (RITBA and other IAG agency generated), adjustments, and assessment of fees.

The Satellite CSC shall accept cash in addition to credit cards, debit cards, checks, money orders and travelers checks to establish an initial account balance or to make a payment on an account or pay a violation. Daily deposits shall be reconciled with changes in account balances on an aggregate basis and for each acceptable payment type. Deposits made to the Authority’s bank by operations staff and electronically by the credit card processing service companies shall be reconciled with counted and verified cash and credit card receipts.

7.3.1.6 IAG Rules and Regulations
The AMS shall be fully interoperable and in compliance with all IAG policies and procedures in accordance with the most recent versions of all IAG documentation. The AMS shall also support all of the Authority’s **E-ZPass** business rules that are presented in **Attachment C**. The AMS shall process multiagency toll data in compliance with IAG rules and regulations and exchange transaction and transponder data, and payment requests with interoperable agencies through the IAG support structure and specifications requirements.

The Vendor shall keep current with the most recent published IAG specifications to ensure full interoperability and reciprocity with all other IAG member agencies, at no additional cost to Authority (the most recent IAG Inter-CSC Interface File and Reporting Specifications is **Version 1.51g**). The AMS shall include an interface with a reciprocity server to send and receive valid E-ZPass transactions, Tag Status Files and License Plate Files to and from IAG member agencies at configurable time intervals.

The Inter-Customer Service Center File Specifications document defines the formats for all reports which shall be transmitted between Customer Service Centers belonging to agencies who are signatories to the E-ZPass IAG Memorandum of Understanding.

The Inter-CSC settlement reports define a standard set of documents for the purpose of supporting the transfer of funds between agencies served by different CSCs. The documents define a suggested set of reports that can be used by agencies to reconcile pre-paid tolls and expected toll revenue.

The Customer Service Center Operator will provide the functionality to determine the credit card and other cost settlement among IAG agencies and will prepare a monthly statement.
7.3.1.7 On-Line Data Storage

The Vendor shall perform an analysis to determine the data storage requirements for a ten (10) year time horizon for the Pell Bridge plus at least a 500 percent expansion factor. Data shall be moved to off-line storage after a configurable period of time but no less than twenty-four (24) months except for data required by the operating system, applications, tools, and utility software executing on the server. The Vendor shall also determine the off-line storage requirements for the same time horizon. A high capacity, compact, data storage media shall be employed for off-line storage.

7.3.2 Account Management System

The Vendor shall provide all of the account management functions that are typically required to support an electronic toll collection system in addition. The Vendor shall provide the software to support the following account management functionality and back office operations.

7.3.2.1 AMS Front Office Operations

Each Point of Sale (POS) installed in the Satellite CSC(s) shall be a fully integrated station that includes an attached and integrated credit card reader, barcode (UPC) reader, and receipt printer that may be shared with other POS terminals.

The Vendor shall upgrade the existing ten (10) CSR workstations, five (5) phone systems and four (4) receipt printers.

This AMS shall provide the needed functions to service end-customer requests. This shall include establishing new accounts, maintaining existing accounts, and closing accounts.

The account maintenance function shall provide the ability for customers to make payments, update and change account information, request statements, and perform other account related tasks. The primary users of this functionality shall be CSRs servicing end-customers (such as walk-ins, phone calls (CSR-answered and IVR), U.S. Mail, and the Internet).

The following is a summary of the required AMS front office functionality:

1. Accept new E-ZPass application information.
2. Accept account information changes.
3. Accept requests for additional E-ZPass transponders.
4. Accept account closing requests.
5. Retrieve account statements and transaction history.
6. Record account payments.
7. Record account adjustments.
8. Record lost/stolen, recovered, or returned E-ZPass transponders.
9. Output refund amounts and list account numbers with payments or replenishments resulting in credit card charge-back and Non-Sufficient Funds (NSF).
10. Accept Designation of Accounts for write-off if business rule parameters are satisfied.
11. Support selection of multiple transponders per account and output required Deposit amounts.
12. Support interfaces with commonly used mail handling equipment.
13. Support account mergers and transfers to new and existing accounts.
14. Accept CSR cash input by denomination for cash drawer reconciliation and display re-enter requests by denomination for discrepancies.
15. Accept and authenticate User ID and password entered by a user from the Satellite CSC as a condition for accessing AMS functionality.
16. Display current on-site or system-wide (subject to selected parameter) Transponder Inventory and Status.
17. Accept placement of transponder orders and display order information for tracking.
18. Accept shipment information including Return Merchandise Authorization (RMA) number for returns and display corresponding tracking Information.
19. Display fulfillment requests sequentially based on first-in, first-out (FIFO) scheme consisting of account number, name, address, and telephone number of primary account holder and number of transponder kits requested. (Note: Paid deposit status as a condition of fulfillment subject to business rules).
20. Accept requests for a customer notice or report stored in System library and generate and print selected document.
21. Provide capability for CSR to query a particular E-ZPass account using multiple indexes (i.e., name, transponder ID number, account number, license plate, etc.).
22. Provide the capability for a CSR to manually create an E-ZPass toll transaction using the transponder ID number, apply it to an account and track it using a specific flag for manually-created transaction.

7.3.2.2 AMS Back Office Operations
The tasks performed to be performed by the AMS shall include, but not be limited to, handling delinquent commercial accounts and inactive accounts, mass generation and printing notices, undeliverable notices and other correspondence, payment problems (NSF, expired credit and debit (optional) cards (both primary and secondary source)), transponder distribution, receiving, and customer service complaints and issues. Metrics shall be developed to measure CSR performance versus challenging but attainable goals.

The following is a summary of the required AMS back office functionality:

1. Verify satisfaction of related Business Rule criteria as a condition for Personal and Commercial account write-offs.
2. Reverse payment and flag accounts with credit card charge-backs, expired credit and debit cards and NSF.
3. Provide transponder inventory management.
4. Support distribution of non-activated pre-paid transponders by third party distributor (personal/private accounts only).
5. Generate and print ad hoc and scheduled reports.
6. Build logs for comprehensive audit and reconciliation.
7. Process CSR deposits and reconcile with account postings and changes in account status.
8. Scan pre-paid accounts and initiate automatic replenishment when account balance reaches configurable threshold.
9. Process credit and debit (optional) card authorizations from clearinghouse or replenishment amounts to associated account.
10. Flag closed accounts to start refund wait period (e.g., IAG lag) for accounts with positive balance, build single tag status update message and reject processing new E-ZPass transactions with a transaction date after the account close date.
11. Generate and print form letters on demand, at scheduled times and when triggered by subsystem functions (e.g., expiring debit (optional) and credit card, transponder recycle time, no account activity, and update valid vehicle list).
12. Scan accounts and build account transaction statement and notification emails for flagged accounts and transmit to corresponding stored email address.
13. Scan accounts and generate and print transaction statements at configurable time periods for accounts coded mailed statements.
14. Support General Ledger (G/L) entries and production of financial statements in accordance with the Authority business rules.
15. Support IVR integration for E-ZPass account maintenance activities and transponder activation (as required).
16. Build Single Tag Status Update for account status changes and transmit Updates (local and IAG) to the Host computer in accordance with the Authority Business Rules.
17. Build Tag Status Files at configurable time intervals (e.g. 24 hours) and transmit Tag Status Files to the Host computer for distribution to the Lane computers both on demand and at scheduled times.

The Vendor shall perform an annual SSAE 16 (SOC 1) audit for the Authority, at their own cost, and submit the final report no later than July 31st to the Authority throughout the life of the contract. The Vendor’s outside auditors shall attest to their compliance with all operational requirements outlined in the SSAE 16 guidelines.

Although it is not a mandatory requirement of this RFP, the Authority may desire in the future to use the AMS as a backup call center to handle incoming phone calls in the event that the Satellite CSC is unable to handle any or all phone calls.
7.3.2.3 Account Management
The Vendor shall provide software to provide the normal customer account functions typically required to administer customer accounts such as open, close, maintain accounts, account changes, and handle patron inquires.

7.3.2.3.1 Account Applications
The Vendor shall accept RITBA E-ZPass Program applications and associated data at the Satellite CSC, entered on the Web site, sent by facsimile to the Satellite CSC, or mailed to a local or remote address or post office box. Table 2 summarizes the locations where the Vendor shall provide E-ZPass applications and where the customer’s application information shall be accepted. Account applications shall be capable of being processed at either the remote AMS or the Satellite CSC. CSRs shall not take applications over the telephone.

Table 2: Forms of E-ZPass Application Distribution

<table>
<thead>
<tr>
<th>Activity</th>
<th>Attended Toll Lane</th>
<th>Remote AMS (Mail, Fax, In-Person, or Web Site)</th>
<th>Telephone CSR</th>
<th>Satellite CSC (Mail, Fax, or In-Person)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Request E-ZPass Application</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Provide/Obtain E-ZPass Application Form</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Accept Completed Application</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Process Applications</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>

The Vendor shall provide support in the production and modification of the existing E-ZPass application form. The form shall be subject to review and approval by the Authority. The account application shall require all of the information to properly identify and contact the account holder, select account type and replenishment/payment method, request optional statements by U.S. Mail or e-mail, and identify registered vehicles of a particular class from the prospective account holder. The application shall require the prospective customer to provide information for each vehicle that may be used on Authority’s facilities with the expectation of electronic payment. The vehicle information to be provided will include the year, manufacturer, model, color, license plate number, plate type, and state jurisdiction. A CSR shall cross reference all vehicles listed on the application with a list of vehicles.
(year, manufacturer, and model) that contain metal oxide windshields and other windshield features known to interfere with transponder communications. The CSR (AMS and or Satellite) shall provide the customer with the option of receiving an external mount transponder or not enrolling a vehicle with known RF interference problems.

Pursuant to Authority’s business rules, the application shall require the prospective customer to make the following selections:

1. Select the account type (i.e., private/personal, commercial, or non-revenue) and the number of vehicles to be registered (note business rule for maximum registered vehicles for personal/private account eligibility).
2. Select an initial payment method of cash, money order, check, debit card, or credit card to cover the required initial account deposit and any transponder deposit, pursuant to the business rules.
3. Select an option to receive or not receive a statement (if selected, choose eligible method and frequency and show the associated service fee if applicable).
4. Select an eligible method used to replenish the account balance.
5. Select an initial and maximum replenishment amount when automatic replenishment is the selected method of payment and the low balance threshold is reached (subject to configurable minimums and automatic adjustment made to the initial amount based on frequency of replenishment (less than 30 days for configurable time period).

Entry of an e-mail address shall be optional however the CSR shall be trained to request an email from each patron upon account establishment as a standard of practice. For applications entered via the Web site an e-mail address shall be required, where selection and entry of a user ID shall be also be required to receive confirmation of account status, including the reason for an inactive status, and an initial one-time password to access account management on-line. The System shall require the user to enter a new password as part of the log-in process. The application shall incorporate a reference or display in an on-line window to a separate document containing the terms and conditions of the account holder’s agreement. This document shall contain the policies of the Authority (and the IAG) and the obligations and responsibilities of the Authority and account holder. Regardless of the method used to fully or partially provide this information in conjunction with the application, a complete copy shall be included as part of the transponder kit that will be mailed to new customers, except those who enroll at the Satellite CSC.
7.3.2.3.2 Account Types

The AMS shall support the following account types:

7.3.2.3.2.1 Personal/Private Accounts

Individuals enrolling in the E-ZPass program shall be assigned a personal/private account unless the number of transponders exceeds a configurable quantity (initially set to 4 transponders per account). These accounts shall allow issuance of multiple transponders for mounting on multiple vehicles of the same class listed with the account. The AMS shall associate the identification number of each issued transponder with the assigned account number. The AMS shall accurately assign E-ZPass transactions to the proper account based on the transponder ID number recorded as part of the transaction. All personal/private accounts shall require pre-payment to establish an account balance.

The AMS shall be capable of generating either summary activity statements (all transactions for all account transponders by date and time) or sub account activity statements (all transactions for a single transponder by date and time). Sub accounts shall be accessible from the primary E-ZPass account, by either a CSR at the Satellite CSC or an on-line user logged into account management.

7.3.2.3.2.2 Commercial Accounts

Commercial entities enrolling in the E-ZPass program or individuals whose transponders exceed a configurable quantity (initially set to 4 transponders per account) shall be assigned a commercial account. These accounts shall require the issuance of multiple transponders for mounting on multiple registered vehicles listed with the account. The AMS shall associate the identification number of each issued transponder with the assigned commercial account number. The AMS shall accurately assign E-ZPass transactions to the proper account based on the transponder ID number recorded as part of the transaction. The AMS shall support commercial sub-accounts containing only a single transponder. In addition to individual assignment and entry of transponders to an account, the AMS shall be capable of entering transponders in batch to a commercial account by scanning the first and last transponder bar code of a sequential batch of transponders, consistent with the transponder shipment packaging.

The AMS shall be capable of generating either summary activity statements (all transactions for all account transponders by date and time) or sub account activity statements (all transactions for a single transponder by date and time). All commercial accounts shall be issued a monthly activity
statement of transactions. Each commercial account transaction shall be assigned to the correct sub-account and listed in the chronological order that the transaction is recorded by a lane computer.

7.3.2.3.3 Non-Revenue Accounts
Entities designated and authorized by the Authority shall be assigned a non-revenue account when enrolling in the ZPass program. Non-revenue accounts shall not require a transponder deposit or initial account balance. The AMS shall associate the identification number of each issued transponder with the assigned account number. The AMS shall accurately assign ZPass transactions to the proper account based on the transponder ID number recorded as part of the transaction.

Non-revenue ZPass transponders will not have the capability of having a “revenue account” added. These account holders would have to open a private account if they wish to travel outside of Rhode Island. It will be the responsibility of the tag holder to remove the revenue tag from the windshield and affix the non-revenue tag when traveling within the State of Rhode Island.

Non-revenue account holders shall have the option of receiving monthly ZPass account statements. The AMS shall be capable of generating weekly and monthly account summaries for all non-revenue account holders for management review of tolled trips and for use in fleet management.

7.3.2.3.3 Account Opening
The following items shall be verified prior to opening an ZPass account:

1. All required information is provided.
2. An authorization number has been received for the credit or debit card number provided for establishing an initial account balance, payment of any transponder deposit, and for subsequent automatic replenishments.

Properly completed and signed ZPass account application forms submitted by mail, facsimile, and in-person shall be scanned and stored with or linked to the customer’s account profile information in a retrievable and printable form and in accordance with PCI security standards. To complete an application on the Web site, a prospective customer who selects automatic replenishment or uses a credit card to establish an initial balance and any transponder deposit shall be required to click on an “I ACCEPT” button that conveys authorization to charge the credit or debit card number provided to establish (and maintain) an account balance as well as establish a deposit or security to replace a lost or stolen transponder in accordance with the business rules. For account applications properly entered and accepted on the Web site, an initial
one-time account access password, along with account status and transponder kit shipping information shall be sent to the e-mail address entered with the application as a condition of account activation.

For applications submitted by walk-in customers at the Satellite CSC, a CSR shall issue a transponder kit from the on-site stock after scanning the bar code affixed to the transponder that associates the transponder ID number with the customer’s account information manually entered by the CSR. A bar code that uniquely identifies each transponder shall be attached to all transponders. For applications received by any other means, the Vendor shall comply with the transponder kit fulfillment requirements of this section when opening a new account.

The AMS shall periodically scan the accounts database to identify and build a list of open accounts without at least one active transponder and at least one registered vehicle, in accordance with Authority’s business rules.

7.3.2.3.4 Account Opening Deposits and Fees
A configurable account management fee, initially set to $0.00, shall be applied for all accounts with the exception of non-revenue accounts. A configurable purchase fee for each transponder shall be required for all accounts with the exception of non-revenue accounts. The Authority would like the option of also applying a configurable transponder shipping & handling fee, initially set to $0.00. The AMS shall account for a transponder purchase fee and transponder shipping & handling fee separately from the initial account balance and subsequent payments. Subject to the Authority’s business rules, the AMS shall be capable of processing deposits for all pre-paid accounts.

The initial account balance shall be a configurable fixed amount based on the class of vehicle, the number of transponders assigned to the account, and the Authority’s business rules. The initial account balance shall be set to $25 per transponder for both private and commercial accounts. The initial account balance deposit and any transponder fee shall be received and processed as a condition of opening the account. The Vendor shall use a check validation device for checks received from prospective customers at the Satellite CSC for an initial account balance and transponder deposit. The Vendor shall receive and log authorization numbers for all credit and debit card transactions used to establish an initial account balance and any required transponder deposit.

7.3.2.3.5 Changes to an Account
The AMS shall log all changes to the account customer profile information, additions or deletions of a transponder (as identified by unique ID number), and addition or deletion of a registered vehicle, including year, make, model, color, license plate number, and registered jurisdiction. The log shall also include the following:
1. Account number.
2. Date.
3. Time.
4. CSR User ID number.

The log of changes to an account shall be linked to that account and require a security privilege higher than that commonly assigned to a CSR to access the log when account information is retrieved from the database.

7.3.2.3.6 Replenishment of Prepaid Accounts
The initial account balance established when a customer enrolls in the E-ZPass program, requires replenishment when toll charges debited to the account reduce the account balance to a configurable low balance threshold. This low balance threshold shall be initially set to $10 for accounts with 1 transponder, 50% of the replenishment amount for accounts replenished by cash or check and 25% of the replenishment amount for accounts replenished by debit/credit card. The initial replenishment amount shall be assessed after 35 days of initial use and then every 90 days thereafter. The AMS shall support both System initiated (i.e., automatic) and customer-initiated replenishment activity.

The AMS shall support a configurable maximum negative balance amount. This maximum negative balance amount shall be initially set to -$5.00 for accounts that are replenished by debit/credit card and cash or check.

For accounts with automatic replenishment, the AMS shall scan the account database once every 24 hours to identify accounts with a low balance status. The AMS shall then initiate an automatic account replenishment procedure using the credit card information stored with the account. The AMS shall support the Authority policy of giving prospective E-ZPass customers the option of furnishing two credit card numbers, (primary and secondary numbers).

The AMS shall be capable of implementing either a fixed configurable replenishment amount based on vehicle class and number of transponders assigned to the account or calculating a three-month (90 day) moving average of monthly E-ZPass toll charges as the basis of the replenishment amount if replenishment occurs in less than 30 days for a configurable time period.

The AMS shall also be capable of implementing a user selected limit on the amount of automatic replenishments initiated in a single month. The credit card replenishments shall be processed in batch mode, with a credit card processing company authorization received as a condition of crediting the replenishment to the account.
balance. The date, time, description, and replenishment amount shall be written to the account.

For accounts with customer initiated replenishment, the AMS shall support replenishment by cash, check, money order, debit card, and credit card. The Satellite CSC shall accept all of these forms of payment to replenish an account. The Vendor shall provide a receipt for all cash payments and when requested for the other forms of payment. Upon entry of the required replenishment amount into the system by a CSR, the AMS shall immediately credit the account, subject to authorization or validation, as applicable.

Customer initiated account replenishment through U.S. Mail will be processed at the Satellite CSC. Customer initiated replenishment by check, credit, or debit card for pre-paid accounts shall be accepted by a CSR.

If a change in account status results from the account credit, the AMS shall update the account status for each transponder ID number in the account and transmit an update record to Authority’s Host for downloading to the lane computers. The AMS shall write the time, date, description and amount of the replenishment to the account.

7.3.2.3.7 Transaction Processing

Transaction records will be built by the Authority’s lane controllers and transmitted to the Host system, where E-ZPass transactions will be separated and parsed before being sent to the AMS through the Vendor’s communication equipment and selected carrier service. E-ZPass transaction records sent to the AMS will follow the IAG Interface File and Reporting Specifications format and shall include a transaction number, date, time, plaza number, lane number, toll due, toll paid amount, transponder ID number, agency code, indicated class from the E-ZPass transponder, and detected vehicle class.

The AMS shall accept all transaction records sent electronically by the Authority’s Host. The AMS shall check all transactions received from Authority’s Host for valid data formats. For those transactions that contain invalid formats, a field in the transaction record shall be coded as such and the transaction record returned to the Host for reconciliation. For valid E-ZPass transactions, the AMS shall perform the following transaction processing functions:

1. Automatic processing of E-ZPass transactions including reading the toll paid field (from the transaction record), running a toll discount routine to determine the amount of any discount(s), applying any discount adjustment(s), setting the toll paid to the adjusted amount, entering a code to the record to indicate the specific change to the record and posting the transaction information to the proper account or IAG file. The resultant
**E-ZPass** transaction record shall then be automatically sent back to the Authority’s Host for revenue computations and reconciliation.

2. Process **E-ZPass** transactions so that the toll due amount is deducted from the **E-ZPass** account associated with the transponder ID number included in the transaction record. The transaction data elements shall be written to the account in chronological order.

3. Process all **E-ZPass** transaction records and account status updates within a configurable time period in accordance with the Authority’s business rules of receipt from the Host system.

4. Anomalies such as duplicate transactions shall be detected by an AMS automatic process and the duplicative transaction record shall be flagged, returned to the Host and not posted to the account, as defined by the Authority’s business rules.

5. Identify and group by IAG agency code all **E-ZPass** transaction records not containing the Authority agency code after calculating the toll paid amount in accordance with the Authority’s business rules and re-building the transaction record to comply with the IAG format. The AMS shall write transactions with a common agency code to a file and maintain and update a cumulative total of the toll paid amount as transactions are written to a particular IAG file. The AMS shall send these files to the respective IAG agency at configurable time intervals for the purpose of receiving payment from the IAG agencies equal to the cumulative total of the toll paid amount for each of the transaction records in the file.

6. The AMS shall accept files from other IAG agencies containing transaction records that include the Authority’s agency code and payment request equal to the cumulative total of the toll paid amount for each transaction. The AMS shall write the transaction information to the account with the particular transponder ID number contained in the transaction record. The AMS shall make payment on the amount owed to the requesting IAG agency in accordance with IAG procedures that is drawn from a designated Authority bank account.

For pre-paid accounts using automatic replenishment, if the toll deduction reduces the account balance to the configurable low balance limit, the AMS shall initiate an automatic account replenishment procedure within 24 hours using the credit card information stored with the account. For pre-paid accounts designating cash/check as the replenishment method, if toll debiting reduces the account balance to the configurable low balance limit, the AMS shall change the account status to “low balance” and shall attach the updated status to all transponder ID numbers associated with the account and send to the Authority Host for downloading to the lane controllers.
For this same type of account, if the toll deduction reduces the account balance to the configurable minimum balance limit, the AMS shall change the account status to “invalid” or “bad” and shall attach the updated status to all transponder ID numbers associated with the account and send to the Authority Host for downloading to the lane controllers. The AMS shall be capable of implementing a minimum balance limit that is either positive or negative and changing system-wide from one to the other, in accordance with the Authority’s business rules.

Once every 24 hours, the AMS shall build an account status file that combines the current account status with the transponder ID number for every transponder in the account for all active accounts. This file shall be transmitted to the Authority’s Host for downloading to the lane controllers.

7.3.2.3.8 Account Statements
Patrons shall be given the option to receive an account statement when enrolling in the E-ZPass Program. Patrons may choose to receive hard copy statements via standard mail or via e-mail. The AMS shall be capable of generating summary and detailed statements. Summary statements shall be consistent with the E-ZPass statement formats and shall only contain pertinent customer information and monthly total usage. Summary statements shall be printed on bulk rate post cards. The AMS shall be capable of generating and printing statements for sending by U.S. Mail and scanning into a Portable Document Format (PDF) or other approved read-only format for sending by email.

Detailed statements shall include information on the following items within the statement reporting period:

1. Customer name, address, and account number.
2. Opening and closing account balance and transponder deposit(s), as applicable.
3. Replenishment or payment amount(s), including date posted.
4. Administrative fees.
5. Toll transactions, grouped by transponder ID number and sorted by date.
6. All toll transactions shall include date, time, agency, plaza number/name, lane numbers, detected class, net toll charged, and discount applied.
7. Announcements and news briefs as determined by the Authority.

The AMS shall be capable of generating detailed statements covering a usage period of one month, two months, three months, six months, or a year. The Vendor shall submit the proposed layout and format of summary and detailed statements for review and approval by the Authority.
The AMS shall be capable of retrieving or re-generating statements that are generated within the previous 12 months for review and printout by a CSR. The AMS Web site shall be capable of retrieving detailed transaction information, replenishments, payments, and assessed fees for any entered time period within the past 12 months.

Paper statements shall be provided quarterly while e-mail statements shall be provided monthly. Patrons shall receive free quarterly paper statements for the first year after account opening. After this 1 year period, they shall be assessed a configurable statement fee, initially set to $1.00 for private accounts and $2.00 for commercial accounts. The paper statement option shall be an opt-out option; customers must request to stop receiving paper statements.

The AMS shall send a monthly email notice to patrons that have selected the e-mail statement option. This notice shall request the customer to enter their PIN to retrieve their statement. Alternatively, customers may login to the RITBA E-ZPass internet website to generate/print their own statement or transaction details using selected criteria such as dates, transponders, etc.

The system shall allow patrons to export and download statement details in either PDF or *.CSV format.

7.3.2.3.9 Account PIN
All customer accounts will include a PIN number with a minimum of four digits to be used for telephone and Internet account activities.

7.3.2.3.10 Account Notices
The AMS shall be capable of generating a variety of notices intended to inform customers of events or conditions that require some type of response or action. The primary method of transmitting notices shall be via email whenever possible. If by standard mail the Vendor shall use the lowest rates offered by U.S. Mail to send notices to the customer addresses included with the account profile information on the application. A draft of each required and recommended notice shall be submitted to the Authority for review and approval.

The AMS shall generate the following notices for mailing to customers when the described conditions or events occur.

7.3.2.3.10.1 Credit Card Expiration
On the last day of every month, the AMS shall scan accounts coded for automatic replenishment and shall build a list of account numbers with
credit cards expiring in the next month. The AMS shall generate a credit card expiration notice addressed to the holder of each account on this list. The notice shall inform the account holder of the approaching credit card expiration and request a new expiration date be provided by contacting the Back Office, visiting the Satellite CSC, using the IVR, or accessing the Web site to update the user profile information or returning the lower portion of the notice with a new expiration date of the existing card on file or a new card number and expiration date. The Vendor shall either email or send the notice by U.S. Mail no later than the second day of the month the card expires and shall emphasize the urgency of action by the accountholder to maintain an active account in good standing.

7.3.2.3.10.2  Battery Useful Life Expiration

The AMS shall store the month and year a single or batch of transponder(s) were entered into inventory after delivery from the manufacturer. The AMS inventory control system shall automatically add the low end of the manufacturer’s recommended useful life to the date each transponder is entered into inventory. The AMS shall be capable of supporting multiple manufacturer furnished useful life values and updating the useful life of a particular manufacturer. When transponders are assigned to an account, the associated expiration month and date shall be automatically transferred and entered into the account database. At least once a month, the AMS shall scan the accounts database for transponders with battery useful life scheduled to expire next month. The AMS shall build a list of transponder ID numbers and their associated account numbers for transponders with a useful life that expires in the following month.

For accounts with automatic replenishment, the AMS shall generate a notice to the respective accountholders on the list of expiring transponders that explains the reason for receiving a replacement transponder and requests the original transponder be placed in the same shipping container, affix the included label and postage, and mail to the Vendor’s main processing center.

For the remaining pre-pay accounts, the AMS shall generate a notice to accountholders on the list of expiring transponders that requests the identified transponder(s) be returned for a replacement transponder.
The Vendor shall mail replacement transponder(s) within three (3) days of receiving the original transponder. The notice shall at least include a return label, postage and a coupon for mailing and identifying transponder(s).

7.3.2.3.11 Non-Sufficient Funds (NSF)
Whenever a check is written by an accountholder to replenish their account balance or pay an invoice and then returned by the bank due to NSF, the AMS shall automatically generate a notice. This notice shall inform the accountholder of the event, request immediate payment, and show the amount of the configurable administrative fee assessed (initially set to $25) to process the notice and a second payment. The AMS shall maintain the number of NSF events for each account and shall close the account only after the occurrence of a configurable number of returned checks events. Under these circumstances the accountholder shall only be allowed to open a pre-paid account with primary and secondary credit card numbers on file.

7.3.2.3.12 Involuntary Account Closing
Failure to comply with the terms and conditions and fulfill the obligations and responsibilities of the E-ZPass Program Agreement shall be grounds for involuntary account closing, subject to the Authority’s business rules. The AMS shall record the following events or conditions that either requires multiple events or a single event or condition as the basis of involuntary account closing:

1. Accumulation of a configurable number of NSF notices resulting from returned checks.
2. Failure to provide a new expiration date or credit card number and expiration date after issuance of a credit card expiration or cancellation notice.
3. Receiving a configurable number of excessive speed warnings when traveling through a dedicated E-ZPass or attended toll lane.
4. Multiple instances of using inappropriate or abusive language when speaking with a CSR.
5. Destruction of or deliberate damage to the Authority property.
6. Theft of the Authority property.
7. Resale or unauthorized distribution of transponders obtained from the Authority or another IAG agency.

The notice shall provide information on filing a written appeal to the Authority for reconsideration of the account closing.
Customers whose account has been closed shall only be reinstated into the E-ZPass Program under more restrictive conditions, consistent with the Authority’s business rules.

7.3.2.3.13 Lost or Stolen Transponder
When a CSR receives a report of a lost or stolen transponder from an account holder, the CSR shall act as follows:

1. For a single transponder account, the time, date, account number, and name of the person making the report shall be entered in the appropriate place on the lost/stolen screen by the CSR after asking questions to confirm the person making the report is either the accountholder or is authorized by the accountholder (as a user name and password provides this confirmation when reporting a lost stolen transponder at the Web site). The transponder ID number shall be deleted from the account. The accountholder shall be given the option of visiting the Satellite CSC to obtain a new transponder or having it sent by U.S. Mail from the central processing center or the Satellite CSC. At either location, a new transponder ID number will be entered into the account and the transponder will be handed to or mailed to the accountholder. The account holder will be advised to use attended lanes until a replacement is obtained, if it is sent via U.S. Mail.

2. For a multiple transponder account, the time, date, account number, and name of the person making the report shall be entered in the appropriate place on the lost/stolen screen by the CSR after asking questions to confirm the person making the report is either the accountholder or is authorized by the accountholder (as a user name and password provides this confirmation when reporting a lost stolen transponder at the Web site). The person making the report shall be requested to provide the transponder ID numbers for the other transponders. If the accountholder is able to provide the transponder numbers, the lost or stolen transponder ID number will be deleted from the account and a replacement transponder shall be issued as described above. If the other transponders cannot be identified, the CSR shall close the account and instruct the person making the report to use attended lanes for all transponder equipped vehicles until a CSR is provided with all other transponder ID numbers, thereby allowing deletion of the lost or stolen transponder ID number from the account. A replacement transponder shall then be distributed as described above.

The terms and conditions, obligations, and responsibilities of the E-ZPass Program Agreement shall require the accountholder to immediately contact the CSC or the Satellite CSC when a transponder is lost or stolen. The account holder shall be responsible for paying all toll charges incurred prior to the time a transponder is reported lost or stolen. The Web site shall allow a transponder to be reported lost or stolen. The AMS shall record the time of the report, immediately close the account, and issue a message at the Web site informing the accountholder to contact the Back Office to obtain a replacement. If the account includes multiple transponders, the accountholder shall be instructed to enter the transponder ID numbers of all in-use
transponders and to use the attended lanes until the information is either entered at
the Web site or provided to a Back Office representative.

7.3.2.3.14 Dispute Resolution
The CSR shall have the ability to review disputed RITBA transactions and make toll
reversal decisions on a case-by-case basis following predetermined criteria. Disputed
tolls may only be contested for the past 90 days. Rhode Island residents may dispute
RITBA transactions by walk-in, telephone or by writing whereas disputes by residents
of other IAG states will be accepted in writing only. The reversal of toll charges will be
approved in writing. The AMS will not reverse a toll charge from another state
without authorization from the respective CSC. Any authorized reversal of the tolls of
any other E-ZPass agency will occur in the form of either a credit to the patrons’
account or a refund by check. The AMS system shall record the operator and the
specific policy criteria used for making the adjustment. The AMS will track monthly
reports of disputed tolls.

7.3.2.3.15 Account Suspension
The AMS software shall allow the CSR to suspend an account if the customer violates
the Authority’s E-ZPass Terms and Conditions.

Any account suspension shall be recorded by the AMS including date, time, reason
and name of CSR or staff initiating the suspension.

7.3.2.3.16 Adjustments and Discount Assessments
The AMS shall accept adjustments made to an account by a CSR and log the
adjustment. All adjustments made by a CSR shall be in accordance with the
Authority’s business rules. Adjustments to the account shall include adjustment to
assessed fees, reduction in account balance because of a returned check or declined
charge, removal of toll charges incurred by an account after a transponder has been
reported lost or stolen, shift of a returned transponder deposit to account balance
and vice-versa, toll reduction through application of discount, toll deletion for
undetected cross-lane read, toll deletion for undetected manual toll paid and other
agency initiated adjustment. The AMS shall automatically log all adjustments made
by a CSR. The log shall include the following:

1. Account number
2. Date
3. Time
4. CSR User ID number
5. Code/Description of adjustment

Log of adjustments to an account shall be linked to that account and require a security
authorization higher than that commonly assigned to a CSR to access the log when the
account information is retrieved from the database.
The AMS shall compute, process, and apply fees to accounts based on established thresholds for software counters and triggers, configured in accordance with the Authority's business rules. The AMS shall be capable of processing multiple, multi-tiered Authority discount programs and implementing discounts through adjustments to the toll paid field based on formulas incorporating such variables as transaction frequency, time of day, day of week (weekend and weekday), account type (private/personal and commercial), agency originating the account, vehicle classification, volume, and value. The AMS shall also be capable of adjusting the toll paid field to reflect discounts based on limited time special promotions, a target group voucher system, and a cooperative multimodal plan.

7.3.2.3.17 Correspondence Logging, Scanning, and Responses
The AMS shall accurately log all incoming correspondence received from accountholders and all outgoing correspondence sent to accountholders, suppliers, vendors, subcontractors, and other service providers. CSRs shall scan all incoming and outgoing correspondence and the AMS system shall link the scanned correspondence to an account number entered by a CSR and place it in online retrievable storage readily accessible to a CSR for a configurable time period (default shall equal six (6) months).

7.3.2.3.18 Form Letters
The AMS shall maintain a library of form letters that can be automatically or manually generated and printed individually or in bulk for distribution. The AMS shall be capable of retrieving and displaying these form letters and accepting CSR edits and reformatting to customize the letter, before printing for distribution. The AMS shall provide the functionality to allow a CSR to add the final customized letter to the form letter library. The library of correspondence form letters shall include the following:

1. Credit Card Authorization Form
2. Expired Debit (optional) or Credit Card
3. Application Cover Letter
4. Account Closed Due to Improper Transponder Use Notice
5. Transponder Replacement Letter
6. Customer Complaint Acknowledgement
7. Change in Replenishment Amount
8. Returned Tag(s) Acknowledgement
9. Miscellaneous Letters (e.g., credit card declines, recycle transponder, etc.)
10. Update Account Requests (e.g., no account activity and update address, valid vehicle list, contact information)
The AMS shall also allow the Authority to mail marketing postcards and brochures based on account demographics.

### 7.3.2.3.19 AMS User Interface, Screens, and Reports

The user interface may be a Web based design that uses a client’s Web browser or a client-server design that involves loading and executing client software. Client screen layouts and report formats shall be defined in a User Interface Document (UID) that shall be prepared by the Vendor and submitted to the Authority for review and approval. The user interface document shall be approved by the Authority prior to commencing AMS operations.

The AMS shall generate reports containing summary and detailed transaction and revenue information as well as changes to account balances and status and transponder inventory information. As part of the Proposal the Vendor shall provide a sample list of account management, operational, financial, and inventory management reports the AMS is capable of generating for on-line display or printing at scheduled intervals.

The AMS shall also provide the capability for client queries and reports based upon user selected criteria and rules. This capability may be an integral part of the AMS database management system or a separate reports software package (equivalent to the Crystal Reports package). The capability to generate ad hoc reports coincident with **E-ZPass** operations shall be limited to accessing data from the previous revenue day.

The submitted UID shall describe in detail the user functionality that allows the Authority staff to access all account information, customer account profiles, the latest tag status files, transponder inventory levels at each storage site, status of transponder purchase orders, refund details, deposit history to the Authority’s bank, history of IAG funds received and transferred, AMS’ traffic statistics, the customer complaint log, all reports, and CSR performance measures.

### 7.3.2.3.20 AMS Reports

The AMS subsystem shall generate detailed and summary reports to support audit and reconciliation of all **E-ZPass** transactions that are sent and received by the AMS. The AMS shall provide daily, weekly, and monthly reports providing transactions (local and IAG), revenue, account status, performance status, and trends for use by management and operations staff.
Specific report requirements include:

1. Deposit and Reconciliation Reports – Report showing the difference between CSR cash deposit entries and the summation of all account balance changes, including transponder deposits, initiated by the CSR as a cash payment transaction. This report also shows the summation of all credit and debit card authorization receipts to the summation of all account balance changes, including transponder deposits, initiated by the CSR as a credit or debit card payment transaction.

2. CSR Adjustment Report – Report listing each coded adjustment and corresponding dollar amount made to an account along with the total number of adjustments the CSR has made to the same account over a configurable time period.

3. CSR Refund Report – Report listing all account closings initiated by each CSR (AMS shall generate a list showing the name, address, account number, check issue date, and refund amount (calculated by AMS on issue date)) and the number of adjustments made by the CSR to the same account over a configurable time period.

4. Account Activity Report – A consolidated end of the day report showing the net of all dollar increases and decreases, including adjustments, along with a summation of the current outstanding dollar balance, including transponder deposits, for all personal/private and commercial accounts, showing any discrepancy between the two amounts. The report shall also provide the totals for the previous day and percent change.

5. Bank Deposit Reconciliation Report – Report comparing the deposit amount credited to the Authority’s bank account to the summation of all CSR deposits occurring since the previous consolidated deposit date to the current consolidated deposit date, showing any difference between the two amounts. (Note: Assumes separation of electronic funds transfers received from IAG member agencies)

6. IAG Deposit Reconciliation Report – Report showing the net of each IAG member agency’s accountholder transactions on the member agency’s facility for a configurable time period along with the total electronic funds received from each agency and the total electronic funds sent to each agency covering the same time period. The report shall also show the total amount received and sent for the respective period and any discrepancies between transfers and the dollar value of transaction totals for each vehicle class for each IAG member agency.

7. CSR Activity Report – Report showing the following information for each CSR that logged into the AMS for a user selectable day, week, or month: total
number of new applications completed, total number of account closings initiated, total amount and quantity of account payments received and posted to an account, total amount and quantity of transponder deposits received and posted to an account, total number of new account transponders issued, total number of replacement transponders issued, total number of existing accounts accessed, number of complaints recorded, number of customer inquires/request resolved, total number of customer inquires/requests escalated, total calls taken, average time per call, total number of calls dropped by system while logged in, time logged per day, total number of receipts printed, and dollar value and quantity of cash deposit discrepancies.

8. Credit Card Replenishment Report – Report showing the account number, last four digits of the credit card account number, replenishment amount, transaction time and date, authorization number, days since last replenishment, and average days between last two replenishments for a user selected time period (i.e., day, week, and month).

9. Daily Refund Report – Report listing the account number, date customer initiated account closing, refund time and date, account balance, transponder deposit amount, transponder returned in operational conditional (yes or no), refund amount, refund method (credit card or check), and check number (as applicable) for a user selected time period (i.e., day, week, month, quarter, or year).

10. Daily Transaction Summary Report – Report showing the total number of Home E-ZPass and Away E-ZPass transactions for each vehicle classification and the total number of these transactions for each vehicle classifications at each barrier and exit toll plaza for a user selected day. The report shall provide a grand total for the first case that includes total transaction quantity and dollar value and for the second case a total at each of the respective plaza locations.

11. Retired Transponder Report – Report shall list the transponder ID number, date first entered into inventory, date issued to customer, date returned by customer, returned operational status of transponder, date of issue to staff (as applicable), date returned by staff (as applicable), transponder time in service for each transponder retired within a user selected time period (e.g., 1 day to 7 years).

12. Monthly Revenue Summary Report – Report shall be generated by combining the daily transaction summary report data for each day of the user selected month plus the addition of all service and administrative fees received.

13. Daily Recap Report – Report shall show the total quantity and dollar value of E-ZPass transactions; the total quantity and dollar value of account payments
includes tolls and service and administrative fees) and transponder deposits for each accepted payment type made at each of the following: Web site; Satellite CSC; the total quantity and dollar value of automatic credit or debit (optional) card replenishments; the total quantity (per account basis) and dollar value of service and administrative fees assessed; the total quantity and dollar value of CSR adjustments (positive or negative); the total quantity and dollar value of account write-offs; the total of refunds issued to close-out an account; the total cash deposit of all CSRs at the Satellite CSC; the total deposit discrepancy for all CSRs at the Satellite CSC; the total change in outstanding account balance from beginning to end of the business day for pre-paid and post-paid accounts; and the total discrepancy between the change in outstanding overall account balance and all new toll transactions, deposits, payments, replenishments, assessed fees, adjustments, write-offs, and refunds received during the day. All tolls shall be net of any discounts.

14. Monthly Recap Report – Report shall be generated by combining the daily recap report data for each day of the user selected month.

15. Account Closing Report – Report providing a moving 12-month graphical depiction of the monthly number of account closing for both personal/private and commercial accounts as well as all account closings combined. The graph shall indicate months in which a toll increase, change in policy, or other event expected to affect E-ZPass participation occurs.

16. Operations Report – Provide a monthly operations report to summarize the activities and performance of the AMS and CSC. This report should include, but not be limited to, the number of accounts opened and closed, the number of transponders issued and returned, the number of active accounts by type, number of transponders in inventory by tag type, account activity by walk-in, mail, telephone, internet, IVR, violation images reviewed, accepted and rejected summarized by reject codes, website statistics, outgoing mail statistics, etc.

7.3.2.3.21 Account Closing

The AMS shall support both voluntary and involuntary account closings. A customer shall be allowed to request their account be closed at the Satellite CSC, on-line at the Web site, or in writing and sent by U.S. Mail. After the customer returns all transponders and the account is debited or charged the E-ZPass Program Agreement deposit amount for any transponders said to be lost, stolen, or inoperable due to damage, a configurable lag time, pursuant to the Authority’s business rules, shall commence to allow any outstanding Authority and IAG transactions to post to the account. The AMS shall scan the database for accounts flagged or coded to be closed and generate daily lists of accounts with expired lag times. The Vendor shall prepare
and mail a refund check equal to the remaining balance in the account, after
deduction of any tolls, fees, and deposits, to each accountholder at the address on
file. Automatic and manual adjustments shall be made to result in a zero account
balance. If the combined transponder deposit(s) and current net account balance is
insufficient to cover the total assessed cost for damaged, lost, and stolen
transponder(s), a CSR shall use any credit card on file to charge the shortage, or
generate an invoice for the outstanding balance.

The AMS shall then automatically close the account and remove it from the database
in accordance with the Authority’s business rules. To minimize revenue loss, all
refunds shall be verified and the Authority check signed by an authorized supervisor
before releasing to customer. Refunds shall be periodically audited to confirm the
recipient is the intended accountholder and the check amount is correct based on the
final account balance and held deposits.

7.3.2.3.22 Transponder Inspection and Re-Issue
The E-ZPass Program terms and conditions, obligations, and responsibilities shall
require the accountholder to return all transponders to the Satellite CSC, either by
visiting the CSC or sending by overnight or certified U.S. Mail. When received at the
Satellite CSC, the transponder(s) shall be inspected and its operation verified by a CSR.
The CSR shall make an entry to the account to indicate a transponder with a particular
ID number has been returned and a code to indicate whether it was disposed,
returned to customer inventory, or placed in staff and testing inventory based on
estimated remaining useful life and its general condition and appearance.

The CSR shall use the AMS transponder inventory management functionality to scan
the affixed bar code to enter the transponder into the proper inventory in conjunction
with placing the returned transponder(s) into local storage in the proper account type
and class bin. The AMS shall record the time, date, storage facility, and the ID number
of the CSR entering the information and placing the transponder(s) into temporary
storage bins. The Vendor may attempt to balance current customer inventory
demand with staff and testing inventory demand by increasing or decreasing the
transponder useful remaining life threshold used to determine future re-use, within
the limits defined by the Authority’s business rules.

7.3.2.3.23 Final Account Closing Statement
Under all circumstances except when an invoice is generated by the AMS, a final
statement shall automatically be generated and printed that shows how the refund
was calculated from the transponder deposit(s) and current account balance less any
tolls, fees, and charges applied against any lost, stolen, or visibly damaged
transponder(s). Any credit card charges to cover any shortage with the remaining
account balance shall be included on the statement. The final statement and any refund shall be mailed to the accountholder’s address on file or if requested by the accountholder, held at the Satellite CSC until pickup by the customer. If the accountholder fails to pick up the statement and any refund check within ten (10) days of being available for pickup, these items shall be sent via U.S. Mail to the accountholder’s address.

7.3.2.4 Financial Management
The Vendor shall perform financial management functions typically required to control the flow of funds, meet audit requirements and support the E-ZPass Back Office operations. The Vendor shall provide the financial management services specifically addressed in the sections that follow.

7.3.2.4.1 Accounting Features
The Vendor shall provide an overview detailing the accounting cycle for all financial activity. The Vendor will identify those features unique to an E-ZPass Back Office. The Vendor will demonstrate how the following components and any others proposed will be used to create the financial accounting system:

- General Ledger
- Balance Sheet
- Accounts Payable
- Accounts Receivable
- Deposit Reconciliation
- Audit of Reports

7.3.2.4.2 Credit Card Clearinghouse Services
The Vendor will be responsible for procuring the clearinghouse services required to support the customer service center operations. The clearinghouse will be able to interface with the Back Office for manual charges and automatic account replenishment charges. The credit cards that the clearinghouse must process are American Express, Discover, MasterCard and Visa credit card transactions.

The Vendor will be responsible for all procurement, start-up and annual costs. The Authority will be responsible for all charges associated with processing costs, interchange rates, settlement fees and transaction fees. Vendors are encouraged to propose ways that will enable the Authority to reduce these costs. The rates for these fees must be included in the cost proposal and will be used as a basis for evaluating the “Cost” of the system proposed.

7.3.2.4.3 Reporting Capability
The Vendor will provide financial reports that will display financial status and audit controls. The Vendor will demonstrate as part of their proposal how they intend to
provide a financial reporting system that will ensure results in an accurate, consistent and timely fashion. Included will be an information flow diagram that will display how the various reports are populated and the source of data referenced.

The financial reports will be customized to meet the specific needs of the Authority. Whenever possible the reports will be able to be reconciled against outside sources such as bank deposits or reports from other IAG E-ZPass agencies.

The Vendor will include with their proposal a list displaying all the relevant financial reports available with an example of their format. At a minimum the following reports will be provided:

- **E-ZPass** Transactions - by date of transactions, location and/or agency (home or away)
- **E-ZPass** Revenue - by transaction date, posting date, and/or agency (home or away)
- IAG Settlement Status - by transaction date, posting date, agency
- Daily and Monthly Settlement Summaries
- Reconciliation Reports

### 7.3.2.4.4 Handling Discrepancies

The basic operation of a Back Office will require the reconciliation of anticipated, collected and actual funds on several different levels. It is expected that there will be occasions where the various flows of funds do not reconcile. The Vendor will indicate in their proposal how they will identify these discrepancies, what level will be considered material in their operation, and how they will report them to the Authority. For example, is it based on absolute dollars, percent, detail line item, summary line item or some other combination of variances?

### 7.3.2.5 Transponder Management

The Vendor will be responsible for all aspects of transponder management. Transponder management shall include receipt of shipments, maintaining inventory, programming vehicle class, testing and issuing transponders, processing deposits, processing sales, and, tracking returns. The Authority will purchase all transponders directly from the manufacturer for delivery to the AMS. The manufacturer will apply the RITBA logo and mailing address to the transponder. Customers are allowed to swap their tags among vehicles, providing that the vehicles are of the same class. All vehicle registrations that the tag will be used on must be disclosed when the account is opened.

### 7.3.2.5.1 Transponder Fulfillment

The Vendor shall be responsible for transponder fulfillment services in conjunction with account opening, maintenance and management responsibilities. Transponders shall be distributed in kits to walk-in customers at the Satellite CSC or via U.S. Mail
from the Satellite CSC and/or the Vendor’s remote processing center. The Authority will make arrangements with the current and any future IAG **E-ZPass** equipment suppliers to ship transponders to a maximum of two locations designated by the Vendor.

The AMS shall automatically extract relevant information needed to distribute transponders from the prospective customer’s application previously entered into the System. The fulfillment functionality shall access this information to mail transponders in the quantity and type requested by new customers. This shall be done by removing the customer selected type (i.e., class) from the proper bin, scanning the transponder ID number(s), and storing the transponder ID number(s) with the account information before sending the transponder kit(s) in U.S. Mail to the accountholder. If multiple transponders are requested by a prospective customer, the transponder kits shall be packaged and mailed together.

### 7.3.2.5.2 Testing Customer Transponders

Prior to issuing a transponder directly to a customer at the Satellite CSC or mailing a transponder from the Satellite CSC or the remote processing center, a CSR or other Vendor employee shall verify the operation of the transponder.

If a customer finds the issued transponder to be defective based on a failure to receive a green light when in a toll lane, a CSR or Web site shall direct the customer to take the transponder to the Satellite CSC or await a replacement to arrive in the mail and return the transponder using the same packaging and included label and postage. The customer shall be informed by a CSR or the Web site that a fee will be charged if a replacement transponder is mailed and the returned transponder is found to be operational. This fee shall recoup processing, testing, packaging, postage, and any CSR labor expenses incurred to replace the transponder.

The customer shall also be informed that no fee will be assessed regardless of operational status if the transponder is taken to the Satellite CSC for testing and possible replacement. If a customer elects to have a replacement mailed, an additional deposit will either be charged or invoiced to the account holder, subject to the Authority’s business rules.

The AMS shall automatically track the dates the replacement transponder was mailed and the date the defective transponder is received. For all returned transponders, the original deposit shall be added to the account balance (pre-paid account) or subtracted from current charges and fees (post-paid account) if it is not visibly damaged. If the accountholder fails to return the defective transponder within thirty (30) days, no adjustment shall be made to the account. The CSR shall access the AMS
to remove the transponder from the account and, if operational, scan the returned transponder’s bar code into either the customer or staff and testing inventory, depending on the remaining useful life of the transponder.

For all defective transponders, whether issued or un-issued, that are still under warranty, the Vendor shall be responsible for obtaining a Return Merchandise Authorization number before returning the transponders in bulk directly to the IAG equipment supplier. The Vendor shall be responsible for all costs to package, manifest, ship, and enter pertinent information into the AMS to track all defective transponders returned to the IAG equipment supplier and operating replacement transponders sent back. The Vendor shall implement appropriate inventory control procedures to assure replacement transponders are separated from new transponder shipments. The AMS shall be capable of maintaining and reporting one-for-one accountability of all transponders returned to the IAG equipment supplier for replacement.

7.3.2.5.3 Distribution of Transponder Kits

Transponders shall be distributed in kits for each new customer account. These kits shall include transponder(s) that have successfully passed an operational test, dual-lock mounting strips or similar hook and loop strips for attaching the internal mount transponder(s), as appropriate, interior or exterior installation instructions, E-ZPass Program Agreement terms and conditions, fare schedule including any discounts, a map, an account opening form letter, and any promotional or informational materials furnished by the Authority.

The Vendor shall prepare, print, and distribute the E-ZPass Program Agreement terms and conditions that incorporate relevant portions of the Authority’s business rules, IAG policies, responsibilities, and obligations of the parties, and the Vendor’s relevant operating procedures. Draft shall be submitted to the Authority review and approval.

The Vendor shall issue changes to the E-ZPass agreement to all existing accountholders as the need arises. Using information provided by the Authority staff, the Vendor shall prepare a fare schedule and any discount provisions for inclusion in the transponder kit. The Authority will furnish maps and any promotional or informational materials to the Vendor, subject to providing a thirty (30) day lead time. The Vendor shall be responsible for redistributing maps and any promotional or informational materials to another fulfillment location.

The Authority’s Project Manager will coordinate with the Vendor’s Program Manager regarding the inclusion of promotional or informational materials. The account opening form letter shall provide contact information and resources available to
answer questions, update profile information, add a registered vehicle, provide account transactions and balance, provide instructions on returning a defective transponder, report a lost or stolen transponder, add or remove a transponder, issue a complaint, and close an account. The letter shall emphasize the importance of keeping the account profile up to date and promptly reporting a lost or stolen transponder.

At the Satellite CSC, customers shall be issued a kit after completing an application, establishing required balances or securities based on account type, and satisfying the pertinent business rules for opening a new account. If all required information and/or account deposits and balances are not met, the customer shall be given the option to return to the Satellite CSC to obtain a transponder kit or request the kit be mailed to the account address when all account opening requirements have been satisfied. For all other account openings, customers shall be mailed transponder kits within two business days of receipt of a completed application and initial required balances or securities, subject to satisfying the pertinent business rules for opening a new account. The Vendor shall be responsible for all packaging, packing, postage/shipping, and transportation costs to mail transponder kits to accountholders.

7.3.2.5.4 Maintaining Transponder Supply

The Vendor shall be responsible for managing the supply of transponders so there is never an instance of being unable to fulfill the requested quantity of transponders for an account within the performance period (except for reasons beyond the control of the Vendor) while the supply never exceeds the available storage space and three times the reorder lead time. The Vendor shall implement an inventory control system, as specified below, to accurately manage the supply of new and returned transponders by vehicle class.

Returned transponder stock shall be additionally separated for distribution to customer and staff accounts as well as for testing based on the remaining useful life of the transponder. The Vendor shall use the inventory control system to automatically generate and print transponder purchase requisitions that shall then be assigned a purchase order (PO) number, signed and sent directly to the IAG equipment supplier.

The Authority’s accounting and auditing staff shall have access to purchase requisitions and will assign PO numbers for all equipment and materials purchased on behalf of the Authority. The signed and dated purchase requisition with assigned PO number shall include the quantity of transponders for each vehicle class and shall be scanned into the AMS and the purchase order mailed on the date it is signed. The
date the purchase order is sent to the IAG equipment supplier shall also be entered into the inventory control system for tracking and measuring lead-time performance.

7.3.2.5.5 Receiving and Recording to Inventory
The Vendor shall receive and inspect all transponder shipments for damage and reject shipments that are damaged. After taking possession of the delivered transponders, the Vendor shall be responsible for any losses and physical damage to transponders until issued to accountholders. The date, time, PO number, transponder quantity by class, packing condition, and ID number of the person signing for the shipment shall be entered into the inventory control system. The shipping/packing list shall be scanned into the system.

Shipments packed with transponders having sequential transponder ID numbers shall be scanned into the inventory control system using the bar code label affixed to the shipping container. Replacement and returned transponders shall be scanned individually into inventory, except for any sequential groupings. The inventory control system shall automatically identify returned transponders that originated from the Authority after scanning the ID number and shall calculate its remaining useful life. Based on a configurable threshold, the control system shall add the transponder to physically separated stock of customer, staff (i.e., non-revenue) and testing inventory and shall display a message to indicate proper bin for placing the transponder.

Using the inventory control system, the Vendor shall automatically receive a message when a shipment is more than a configurable number of days late based on a six-month moving average lead time. The Vendor shall contact the IAG equipment supplier to obtain status on the order. The status information shall be entered into a notes field and a counter shall be automatically set based on the estimated time of arrival (ETA). This process shall then be repeated. The Vendor shall inform the Authority’s Project Manager if the shipment is not received by the ETA after the first status update from the IAG equipment supplier.

7.3.2.5.6 Inventory and Control System
The AMS shall include an integrated inventory and control system for efficiently managing the supply of transponder. The inventory control system shall perform the following functions:

1. Automatic printing of purchase requisitions at re-order points that are calculated based on delivery lead time, a two to three month moving average of issued transponders, and any planned replacement of transponders with expiring batteries based on remaining life tracking.

2. Accept a manually entered override to the automatically calculated re-order quantity that results in a system alarm message accessible by the Authority.
3. Scan the transponder ID number range of sequentially packed transponder shipments and individual transponder ID numbers into inventory.

4. Automatic inventory reduction with assignment of transponders to accounts along with an increase in the cumulative count of issued transponders for each vehicle classification (the cumulative count shall be reportable to the Authority for any time period ranging from one day to five years).

5. In conjunction with the AMS, calculate and store a recommended transponder replacement date based on the date the transponder is entered into inventory and the manufacturer’s recommended useful life of the transponder battery (average value or usage based formula may be used). The AMS shall use this information to automatically generate and print a list of accounts containing transponder(s) needing to be recycled within a configurable time period (with a default of the following month) and battery useful life expiration notices for sending to the customer.

6. Store the current coded location of transponder ranges (as shipped) and individual transponders available for customer and staff distribution that shall be updated when transponders are redistributed to another fulfillment center or assigned and issued.

7. Maintain separate inventory of customer, staff, and testing transponders. Manufacturer’s defect returns of functional transponders for re-issue to either customers or staff (i.e., internal/non-revenue) accounts shall be based on a comparison of the remaining useful life to configurable threshold, with the longer life transponder issued to customers, primarily as an added transponder. If the remaining useful life is less than six months, the transponder shall be designated a test transponder, labeled as such, and issued to the Authority.

8. Track transponder defect returns sent to the manufacturer (if issued the transponder ID number shall be deleted from the associated account in conjunction with a reduction in cumulative transponder count) including transponder ID number, RMA number, package tracking number assigned by the shipping company, date sent, status update notes including latest ETA and date returned or replacement received, using a FIFO process for bulk shipments (if replaced, delete original transponder from battery expiration tracking and add replacement transponders).

9. Reduce the cumulative count and delete from battery expiration tracking (may be performed by another module or subsystem) for lost and stolen transponders appropriately coded and moved to a hidden field by the AMS.

10. The AMS shall generate Inventory Management reports that organize and present the above information using a format approved by the Authority. A monthly inventory reconciliation report will be automatically generated that shows the changes in transponder inventory during the preceding month as well as the transponders, grouped by specific categories codes that are moved from the system. Scheduled audits will confirm whether the actual stored quantity of transponders, by vehicle class, equals the quantity the AMS indicates for each of the transponder storage sites.
7.3.2.6 Communications
The Vendor will provide a Back Office System that will allow the RITBA patrons the ability to communicate with the AMS via the Satellite CSC, Mail, Fax, Phone, Internet and Voice Response System.

7.3.2.6.1 Integrated Voice Response System
The Vendor shall implement an integrated voice response (IVR) system to reduce CSR call volume and provide limited information to customers 24 hours per day, seven days per week. All calls to the AMS and Satellite CSC shall be routed through the IVR system. The IVR system, as a minimum, shall provide a menu selection that captures the following common customer requests:

1. Directions to the Satellite CSC location.
2. Satellite CSC days and hours of operation.
3. Speak with a CSR on E-ZPass Program information, applications, account status and maintenance, and complaints.
4. Obtaining an application, maximum number of transponders allowed per account, and initial enrollment outlays for the following account types:
   a. Personal/private
   b. Commercial
   c. Non Revenue
5. Web site access information and Program activities supported.
6. Speak with a CSR on toll notices and payments.
7. Report lost or stolen transponder.
8. Account status (i.e., open and closed) of the Authority accounts as of the time and date of the last download (equivalent to a Tag Status File download from Host computer to lane computer).

The telephone system traffic logging function shall report the number of times in which each menu is selected by customers during the time periods of one week, one month, six months, and one year as well as the time distribution of the selections.

7.3.2.6.2 Complaint Tracking
The AMS shall be capable of efficiently receiving, processing, storing, and reporting complaints that are received by various means (telephone, in-person at the Satellite CSC, facsimile, on-line, and U.S. Mail). After opening a new complaint record with a unique identifier, time, date, and CSR ID number (complaints received by phone only), hand written complaints shall be entered into the AMS through the scanning machine and verbal complaints shall be entered into a complaint notes field on a screen incorporating this functionality. The complaint shall be coded based upon one of the defined categories in which the complaint is deemed to fit. A CSR shall subsequently address and attempt to resolve complaints in the order of precedence established for the various complaint codes and the Authority’s business rules.
Each CSR shall be provided with a directory of names and area of specialty for use in obtaining assistance in addressing a complaint. For complaints unrelated to E-ZPass back office operations, a CSR shall forward the complaint to the designated Authority staff. For both internal and external complaint assistance, a CSR shall enter the person’s name into the field provided and indicate how the complaint was forwarded. For internal assistance only, a CSR shall enter the deadline given for receiving a response in accordance with the Authority’s business rules and the performance requirements. Upon receiving a response that is deemed to adequately address the complaint, a CSR shall both initiate and record the recommended corrective action performed and change the complaint status to “closed.” A complaint precedence list shall be developed in conjunction with the Authority’s Project Manager. Authorized Authority staff shall have access to the complaint database to assess the nature of the complaints received, how complaints have been resolved and to track progress in addressing outstanding complaints.
7.3.2.7 Violation Processing

The overall design objective for the proposed Violation Processing System in Rhode Island is to create a system that will provide a means to target toll violations, patrons exceeding the speed threshold in toll lanes and any other possible violation of the E-ZPass Terms and Conditions while balancing the staffing requirements typically associated with violation processing.

Currently all the toll lanes are gated and are not integrated with any violation enforcement system. However, the Authority is planning to introduce higher speed tolling lanes which will be monitored by cameras and a new violation enforcement system (VES). The Vendor shall provide a Violations Processing Center (VPC) as part of the new Back Office.

Although not planned at the moment, the Authority may choose to perform the violation image review process in-house and may require the Vendor to provide software and technical assistance to support this possible activity.

Key aspects of the Violation Processing design shall include the following activities:

- segregate customer and non-customer violations,
- target patrons exceeding the safe speed threshold,
- target frequent violators,
- process violations at the most efficient location, and
- timely review of violation images.

7.3.2.7.1 Toll Violators (Type 1 Violations)

Type 1 Violations are transactions created when the toll system does not record a transponder read for a vehicle that drives through the toll lane or the transponder was read but the account was not in good standing. Violation transactions may be attributed to poor driver behavior, system limitations or collector error. Type 1 Violation transactions will be captured by the video enforcement system and the images will be forwarded directly from the lanes to the VES Computer for transmission to the Back Office for processing. The Vendor will process toll transactions from all video images of license plates that result from toll violations. Tolls assessed by this method are called I-Tolls. The following is a list of four scenarios that are categorized as Type 1 violation transactions.

- Toll Violation – This type of violation occurs when a driver either intentionally or inadvertently fails to pay a toll. (An example of an inadvertent violator would be a cash patron who intended to pay a toll but entered a dedicated lane incorrectly.)
- Invalid or Lost/Stolen Tag – This type of violation occurs when a tag holding patron travels through a lane with a transponder that does not have a valid status.
• TCS System Error – This violation occurs when a valid tag transaction cannot be completed by the system due to a failure by the tag or the lane equipment. Reasons for a failed read include improperly mounted tags, weak or dead batteries, a true statistical miss by the reader, or the patron forgetting or improperly mounting the tag.
• Account Status Error – This is a technical error that occurs when the system fails to correctly download account information from the AMS to the Lane Controller. Instances such as communication failure or tag files with incorrect data content are examples of account status failures.

7.3.2.7.2 Speeders (Type 2 Violations)
Type 2 Violations are created when an E-ZPass patron violates an operational policy when using the transponder. The Type 2 violation transaction data and images will be sent directly from the lanes to the TCS Host Computer System, and then onto the AMS and VPC for processing. The tag information included with the transaction data will be matched to the corresponding E-ZPass account. Speeders are examples of Type 2 violations, which are listed below.
• Speed Trigger - A toll speeder is a customer of the toll facility who exceeds the specified speed threshold in the toll lane when paying by transponder.
• Other possible violations of the E-ZPass Terms & Conditions, e.g. improperly mounted transponders (tag wavers).

7.3.2.7.3 Procurement of VPC
The Vendor will include, as part of their proposal, a separate component for Toll Violations Processing. The cost of this component will be presented separately from the overall back office cost in the Vendor’s proposal. The Vendor’s proposal shall indicate the estimated processing time for each stage of the violation processing.

7.3.2.7.4 General Functions of VPC
The Vendor is required to process all video images of license plates that result from toll violations. Vendors may be provided with a violation transaction record that includes an Optical Character Recognition (OCR) license plate number if the original image is of sufficient quality. The Vendor shall review each license plate image using a double blind method to identify the plate number, plate type and state of issue.

Provisions should also be included in the system specifications to optionally “re-submit” invalid RITBA issued transponder transactions for accounts that have returned to a valid status within five days of the original transaction.

The Authority would like to retain the ability to operate an efficient VPC by targeting the most frequent violators. It is believed that this would be accomplished by focusing efforts on processing the most frequent violators as identified by the system. It is envisioned that license plate images identified are placed in a database that will be sorted by frequency of individual license plate occurrence. “Packages” of identical
license plate numbers would then be reviewed, verified and processed. Processing will include “I-Toll” IAG transactions and normal toll violation processing.

The Violation Processing Center will also have all of the necessary financial controls to create, track and audit the delivery, receipt and crediting of violation notices. Additionally, the software will be capable of handling a dispute process by the motorist. It is also desired for the system to identify failing transponders.

It is understood that not all of the violation images may be reviewed using this process, but the system should be sufficiently sized to handle all transactions. The Vendor may propose alternatives or enhancements to the specifications presented in this RFP provided that they achieve the desired functionality described herein.

7.3.2.7.5 VPS Database
The VPS database will be a scalable database to allow for increasing numbers of transactions and ad-hoc report queries. The Vendor will have the ability to manage the database that will allow data to be removed at the request of the Authority on any combination of the following:

- Time – The system will allow for a configurable time period to hold data, initially set to not exceed 180 days.
- Location – The system will allow data to be removed based on location by identifying the lane(s) or plaza(s).
- “Bad Data” - “Bad data” is the result of violation transactions created due to hardware failure, communication problems or software errors. The VPC will identify the “bad data” such as the plaza location and lane(s) as well as the date and time range of the data needed to be purged.

7.3.2.7.6 Violation Costs
Toll violations (Type 1) processed by the video enforcement system will result in a configurable administrative fee (initially set to $6.00) per violation transaction plus the cost of the toll fare due.

7.3.2.7.7 Type 1 Toll Violation

Transactions with Transponder Data
Violation transactions with RITBA issued E-ZPass transponder data will be processed automatically. A query will be run each day to determine which transactions contain tag data. Transactions will be referenced against the RITBA ITAG file to determine the tag status for five days.

- The transaction will be held for five days and be the account will be checked daily to determine if the account becomes valid. If it goes valid, the system will automatically generate the proper toll charge to the customer account and record the toll charged as toll revenue.
• If invalid after five days, the transaction will be returned to the database to be re-checked on the following day until the holding period expires (e.g. seven days). Once the holding period expires the transaction is processed as if there were no tag data (see below “Transactions without Tag Data”). The objective is to create a process that will post transactions to accounts that are normally valid but were temporarily invalid when the violation transaction was created.

• If in the future the IAG Reciprocity agreement allows for this type of activity on non-RITBA issued transponders, the AMS will have the capability to perform this same process for payment from other agencies through reciprocity.

Transactions without Transponder Data
Transactions without E-ZPass transponder data, transactions with tag data from transponders not issued by RITBA, and those transactions with tag data that are older than the holding period will be placed in the VPS database for processing.

7.3.2.7.8 Type 2 Violation

Type 2 Speed Violation
All E-ZPass equipped lanes will be have posted speed limits. E-ZPass account holders that speed through the RITBA higher speed lanes may receive a warning letter if they exceed a configurable safe speed threshold or have their account privileges suspended and be subject to a configurable administrative fee (initially set to $0.00) if they exceed a configurable excessive speed threshold. This will be explained thoroughly in the account application.

7.3.2.7.9 Image Review and Processing For “All Violations”
The Violation Processing Representative (VPR) will receive a series of violations to review. The system will identify the number of records recalled. Each violation transaction record will display the front and rear images of the transaction as well as the transaction data. The transaction data will include the following fields: violation type, plaza, lane, date and time of transaction, AVC class and corresponding toll rate, AVI class and toll revenue collected, tag number and issuing agency, if applicable. The VPR will review the information and either “verify” or “dismiss” the violation. Upon completion of the set of images, a single violation notice containing all violations for that vehicle will be prepared.

The VPC will have the ability to set the selection criteria for reviewing violations from the database. The following is a description of the various query criteria:

• Most Frequent Violators – Review all violations or the most frequently occurring violations based on license plate or tag data.
• All Violations – All violations will be available for processing selected by a specific account, transponder, plaza, lane, date and/or time.
7.3.2.7.10 Violation Notices

Once all I-Tolls are assessed to existing customers, and a violation notification is determined to be necessary, the system will provide the capability to generate a customized user defined mail-able violation notice, appeal form, and envelope to be sent to that patron. The Vendor shall aggregate all violations made by the same vehicle within a 7 day period on the same violation notice. The violation notices shall include the following information:

- a clear picture displaying the captured image(s);
- name and address of the person/account;
- message text describing the nature of the violation(s);
- time and date stamp of violation(s);
- plaza name and lane number(s);
- license plate number; violation number(s); and
- configurable violation administrative fee.

The appeal form shall include the following information:

- name and address of the person/account;
- account number;
- a description of violation and direction for appeal;
- basis for appeal (to be provided by the patron);
- patrons signature and date (to be provided by the patron); and
- daytime and evening telephone number (to be provided by the patron).

The Authority will employ a two-tiered violation noticing process. The violator will be given 30 days (configurable) to pay the first notice. Violators that fail to respond to the first notice will then be issued a second notice and given 15 days (configurable) to pay. Violators that fail to respond to both notices will be turned over to the Rhode Island State Police (RISP) for citation and further processing through the Rhode Island Traffic Tribunal. Violation appeals will be handled by the Satellite CSC.

The Vendor shall develop and mail all violation notices. The Vendor shall also prepare the evidence packages for violators that do not respond to the notices. The Vendor shall further provide an interface to the Rhode Island State Police to retrieve and review the evidence packages.

The System shall interface with the RISP Record Management System’s citation module to create traffic citations for each evidence package approved by the RISP officer. The System shall allow the RISP officer to electronically sign each citation with their name, signature and badge number after review and approval. The Vendor shall then mail the citation to the violator with a configurable administrative fine.

The following flow charts represent the currently anticipated violation processing guidelines. The final violation processing business rules and policies shall be defined during the design process and approved by RITBA.
Lane to Host Violation Process

Vehicle Passes Through Lane

E-ZPass Detected

Valid Tag?

Yes

Create Valid Transaction Record

Send to CSC for Processing

No

Create Violation Transaction Record

Link or Attach Record to Images

Discard Images from Host

Images Stored on Host

VES Cameras Capture Images

Yes
Violation Notice Processing

1st Tier Noticing Period
30 Days

- 1st Notice Issued
- Fine Applied + Toll
- Paid, Disputed or Ignored?
  - Yes
  - Resolved?
    - No → Patron Refuses to Pay
    - Yes → Patron Agrees and Pays or Waived
  - No → Patron Refuses to Pay

2nd Tier Noticing Period
15 Days

- 2nd Notice Issued
- Tier 2 Fine Applied
- Paid, Disputed or Ignored?
  - Yes
  - Resolved?
    - No → Patron Refuses to Pay
    - Yes → Patron Agrees and Pays or Waived
  - No → Patron Refuses to Pay

Citation Enters RI Traffic Tribunal Process

Create and Issue Citation → RISP Reviews and Approve for Citation → Evidence Package Prepared for RISP
RITBA reserves the right to modify this policy, at any time, without additional cost from the selected back office Vendor. There will be advanced notice to the motoring public when the VES system will be activated for enforcement purposes.

7.3.2.7.11 Violation Tracking
The system will provide for the complete tracking of violation notices, entering payments information and creating aging reports. The system will provide for fund and banking out processes for handling check and credit card payments. The system shall also provide for the output of the transactions to general ledger files.

The Vendor shall provide information to track outstanding violations, notices sent, etc. Weekly excel spreadsheets are acceptable.

7.3.2.7.12 Accounting Features
The system will observe Generally Accepted Accounting Principles (GAAP) and provide the following services:

- General Ledger – the system will provide the tools to summarize financial accounting status for violation transactions and identify the complete financial position of the Violation Processing Center.
- Accounts Receivable – the system will provide the detailed reporting capabilities required to track customer accounts and will have the capability to age and generate statements for receivables on a consistent basis to ensure that violation data is up-to-date.

7.3.2.7.13 Violation History
The system will provide a violation-tracking feature that will provide a user the ability to review the violation history of a patron by inputting the patrons tag number, account number or license plate number. The violation history data provided will include the following information and features:

- violation transaction type, date and location;
- notification status;
- notification history;
- action taken by the patron (date paid, appeal received, etc); and
- print functions.

7.3.2.7.14 Violation Reports
The system shall provide reporting capabilities and functions to monitor the volume of incoming data as well as tracking the number of records reviewed and processed against incoming violations. The violation reports shall include the following information:

- Violation History
• Violation Aging
• Violations Identified
• Patrons Contacted
• Notices Issued
• Patron Responses
• Processing Status

7.3.2.8   Web Site Support

7.3.2.8.1 Web Site

7.3.2.8.2 Web site and Hosting

The AMS shall include a secure and protected Web site accessible from industry standard Internet browser software and supported by software applications, the AMS database, and hardware (for example servers, data storage drives, routers, firewall, etc.).

The Web site shall provide prospective customers with information about the RITBA E-ZPass Program and accept application information on-line or download an application for printing or writing to storage media as well as send by U.S. Mail or e-mail for enrollment in the Program. The Web site shall also provide existing customers with functions to make changes to their account, retrieve current and historical account information, order additional transponder(s), make a payment, and leave messages to CSR staff.

The Authority’s existing Web site will provide a direct link to the AMS site, which shall provide a reciprocal link to the Authority’s Web site. The AMS Web site, as a minimum, shall provide the capability to perform the following on-line features:

1. Display toll schedules including any discounts and the conditions for receiving a discount (if any).
2. Interactively complete an application for prepaid accounts.
3. Access current and historical (six prior months or other Authority mandated time period) account information (for example, transactions, payments, deposits, and fees).
4. Update, add, and delete customer profile information including enrolled vehicle information.
5. Update account payment information (for example, payment type, credit or debit (optional) card number and expiration date, replenishment amount).
6. Request additional transponders and accessories (e.g., Dual-lock Mounting Strips).
7. Report lost or stolen transponders and request account replacement (selecting either a local pickup or mailing option).
8. Report a recovered transponder that was previously reported as a lost or stolen transponder.
9. Accept, process, and store customer account inquiries and complaints entered into a free format notes field; each inquiry or complaint record shall
be assigned a unique identifier and processed in the manner described above.

10. Access account statements for any of the prior six months (or other reasonable amount of time selected by the Authority personnel).
11. Make a one-time on-line payment using a credit or debit card.
12. Place a request for account statements that are more than six months old (or other selected time period).
13. Provide an automatic e-mail confirmation to the customer for messages that are received on a particular topic of interest, a complaint, or an inquiry.

7.3.2.8.3 Security

Security for the on-line AMS shall include the following:

1. Access to the Web server shall only be through a secure connection.
2. The Web site shall support on-line customer identification by means of a valid user ID and password/personal identification number (PIN) to control access and protect the Vendor’s, or their designated third parties’, Web hosting software and hardware and the interconnected AMS from malicious attacks.
3. The Vendor shall obtain and submit a security assessment report from a qualified data security expert, which certifies the security of the AMS implementation consistent with other comparable on-line account management systems that have not experienced a security breach during the past three years.
4. Credit and debit (optional) card account numbers shall be encrypted within the AMS database and unavailable to CSRs and Supervisors.
5. Secured customer access shall require entry of a user name and receive a one-time password/PIN at the e-mail address provided on the application or changing the e-mail address by entering the old and new addresses; if the application does not include an e-mail address, other identifying information from the application shall be required in addition to an e-mail address.
6. The AMS shall support changes to a password/PIN after logging in to gain access to account information at the Web site; the AMS shall store six months of passwords to prevent reuse of a previously used password for System access (Note: the password/PIN must be changed on the initial log in using a one-time temporary password).

7.3.2.9 Web Server

The Vendor, or designated third party, shall implement and support a Web server that provides the capabilities listed above. Firewalls shall be installed to protect the Web and AMS servers. The on-line AMS services shall not have direct access to the AMS database and the AMS server shall be protected by a firewall from all internet traffic. The on-line AMS database shall replicate and be synchronized with the AMS database. Non-HTTP and non-
SSL requests shall be filtered out to minimize unnecessary traffic and hostile attacks. As a minimum the AMS shall support use of 128 bit secure sockets layer (SSL) data protection and database encryption of sensitive data. The Web site shall minimize the number of open communication ports necessary for the secured operation of the server. The Web server and database shall allow 4,000 concurrent requests without noticeable delay. The Vendor shall implement system redundancy, including communications, power, and hardware, to ensure compliance with the performance requirements.

7.3.2.9.1 Graphical User Interface
The Web site graphical user interface (GUI) shall comply with the following:

1. All graphics shall be optimized in size for fast page download.
2. The Web site design shall be Hypertext Markup Language (HTML), Americans with Disabilities Act (ADA) compliant. and meet the requirements for viewing and organization to a minimum level 2.
3. Meta tags shall be used so that the Web site is searchable by web search engines, except for the user account page.
4. All transactions on this Web page shall be conducted via secured encryption protocols.
5. For data input invoking a response, the Web site response shall occur within a maximum of six (6) seconds after the input is entered.
6. A customer shall not be required to access more than three pages to obtain information.
7. Web site shall be based upon an 1024 x 768 screen resolution.
8. Account statements and similar information shall be displayed in Style Sheet on the Web site so that it can be easily read and printed.
9. A search capability shall be provided to quickly navigate the Web site.
10. The Web site shall include a Authority site map showing the relative location of the toll plaza and Satellite CSC.

7.3.2.9.2 Privacy
The Vendor shall not advertise for any public or private entity other than those paying advertising fees to the Authority. Links to other Agency sites or Web development sites is prohibited unless authorized by the Authority. All customer profile and account information is the sole property of the Authority and shall not be used or sold to any third party without express written consent and approval of the Authority, except under court order.

The AMS shall further support customer privacy protection by preventing customer service representatives from viewing credit card numbers.

7.3.3 Satellite Customer Service Center
The Authority operates and maintains a Satellite CSC facility located adjacent to the Pell Bridge toll plaza. The Authority will work closely with the Vendor especially during the cutover from the current AMS to properly integrate the Satellite CSC in a seamless manner.
The Authority is responsible for all utility costs at the Satellite CSC. The Authority will staff the Satellite CSC to provide a service level consistent with the demand for services. Prior to the start of the Operations Phase, the Vendor shall assign one full-time, on-site Technical Manager/Supervisor who shall be responsible to train the Authority’s Satellite CSC staff and interact, on at least a weekly basis, with the Authority’s Project Manager during the initial three (3) month period (with an option to extend the training period as needed).

Current and prospective customers shall be able to visit the Satellite CSC to open or close an account; replenish their account balance; pay an outstanding invoice; reconcile account charges and perceived inconsistencies; report a lost, stolen, or recovered transponder; test a transponder (using equipment furnished by the Vendor); update account profile information including registered vehicles; obtain a replacement transponder; return all account transponders; receive assistance mounting/installing a transponder; inspect the list of vehicles known to have windshield interference problems; and ask questions about the E-ZPass Program. The Vendor shall be responsible for maintaining sufficient transponders in stock at the Satellite CSC to meet the customer demand based on a two- to three-month moving average of issued transponders.

7.3.3.1 Satellite CSC Hours of Operation
Satellite CSC hours of operation shall be from Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 2:00 p.m., except on all holidays observed by the Authority. During these hours of operation, the Satellite CSC shall be staffed and a suitable illuminated indicator of the Center’s open status shall be provided and be visible on the exterior of the service plaza building.

The Satellite CSC call center hours shall be from 9:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. on Saturday.

7.3.3.2 Complaints
CSRs at the Satellite CSC shall be able to enter complaints received from walk-in customers into the free-form notes field of the complaint screen or other screen incorporating complaint functionality. The AMS shall accept, process, and store these complaints that are subsequently handled in the same manner described above for customer service complaints. After opening a new complaint record that is assigned a unique identifier by the AMS, complaints will be entered into a complaint notes field. The complaint shall be coded based upon one of the established categories in which the complaint is deemed to fit. CSRs shall subsequently address and attempt to resolve complaints in accordance with the assigned precedence of the various coded complaints and the Authority’s business rules. The Authority shall be responsible for assigning responsibility for addressing and resolving customers’ complaints among the CSRs stationed at the Satellite CSC. The Vendor shall be responsible for assigning responsibility for addressing and resolving customer’s complaints.
among the CSRs stationed at remote processing center, after the Satellite CSC business hours.

7.3.4 Reconciliation

7.3.4.1 Single Payment Reconciliation and Deposit Preparation

At the close of business each day, each CSR shall reconcile net deposit and balance changes they initiated, by adjustment or otherwise, to all accounts and the total of all types of payments received and posted during the business day.

Total cash receipts shall be reconciled with all cash posted to all active customer accounts during the business day. A list of checks written on accounts with insufficient funds shall be input to the AMS and NSF notices shall be automatically sent to accountholders who write bad checks, concurrent with an entry to reverse the credit to the account. Permanent records shall be retained suitable for auditing all transactions.

Similarly, total credit and debit card receipts shall be reconciled with all credit card payments posted by a CSR to all customer accounts during a business day. The AMS shall be capable of reconciling cash receipts received and credit and debit card charges made and processed at various locations as well as the consolidation of these locations into a single accounting of all E-ZPass revenue recognized during a business day.

The CSR shall use the AMS to interactively prepare a deposit slip, including such information as local bank account number, type of deposit and amount of deposit. After the CSR enters the total counted cash receipts into the system using a deposit reconciliation screen, the AMS shall print a report showing the cash payments and deposits that were applied by the CSR during the shift and any variance with the amount entered on the CSR’s deposit slip. If a variance exists, the CSR shall recount the cash receipts and then place the receipts into a moneybag. The deposit slip shall be put into the moneybag and then placed in the vault.

The AMS shall generate an end-of-day report for all deposits, if any, for any day a deposit slip is interactively prepared using the AMS.

7.3.4.2 Automated Payment Reconciliation

Credit and debit (optional) card charges for automatic replenishment shall be internally reconciled by comparing total account balance increases immediately after account replenishment (with transaction posting temporarily disabled) to the total credit charges applied to accounts with a low balance status flag. Credit and debit (optional) card charges shall be processed in batch by sending the card number, expiration date, and charge amount with the Authority’s merchant information to a clearinghouse for processing and routing charges through customer credit card banks and payments to the Authority’s bank. The AMS shall generate a report for a user selected time period showing all automatic replenishment charges minus any charge declines. This report shall be accessible to the Authority staff to reconcile the amount deposited in their bank account by the credit card banks after deducting processing fees in accordance with terms of the agreement. After inputting a list of declined credit charges and charge backs, the AMS shall automatically generate notices to customers whose credit or debit (optional) card charge are
subsequently declined or charged back, concurrent with making an entry to reverse the
credit to the account. The Vendor shall retain permanent records suitable for auditing all
transactions.

7.3.4.3  E-ZPass Transaction Reconciliation
The AMS shall automatically reconcile the quantity of daily-posted E-ZPass transactions with
the total valid E-ZPass transactions received from the Host within the Authority’s defined
business day. An alarm message shall be generated that provides the quantity of
exceptions. Authority’s Satellite CSC staff will compare this exception quantity with the
number of transactions that could not be posted to an account as indicated by a particular
code when returned by the AMS. The Vendor shall be responsible for reconciling any
discrepancies.

7.3.4.4  Transponder Reconciliation
The AMS shall generate quarterly reports that reconcile the current transponder inventory
at each of the Vendor’s storage, distribution, and fulfillment sites and also at the Authority’s
Satellite CSC. The actual physical count of transponders at each location shall be reconciled
with retrieved AMS information on transponder count at the start of a configurable time
period, plus transponders added to inventory and minus transponders issued to customer
accounts and returned to the manufacturer. The recycled inventory of returned
transponders with remaining useful life shall be reported separately. Transponders outside
warranty coverage and returned in an inoperative state shall be removed from the AMS and
properly disposed of in accordance with standard operating procedures. The recycled
inventory of operative transponders shall be reconciled and reported separately for each of
the three groups of users approved to receive these transponders:

1. Customers requesting an additional transponder (subject to the remaining life
   exceeding a threshold).
2. Transponders assigned to staff (i.e., non-revenue accounts).
3. Transponders restricted to testing (remaining life of six (6) months or less).

The report shall show the balance for each group at the beginning of a configurable time
period (e.g., each quarter), plus transponders added to inventory, minus transponders
issued to an account, returned to the manufacturer (if within warranty coverage), relegated
to testing, and removed from the system because of malfunction or expiration outside of
warranty coverage.

7.3.5  Data
7.3.5.1  Data Storage and Retrieval
The Vendor’s data storage allocated to the Authority shall be sized to accommodate the
number of accounts corresponding to an E-ZPass participation level of 80 percent of annual
transaction volumes, an average of two (2) transponders per account and an average
violation rate of 2 percent of annual traffic volumes. Data storage shall build in an
appropriate level of redundancy to assure no data loss in the event of data storage
hardware failure. High capacity storage media shall be used to be able to archive data
based on administrative procedures and the Authority’s business rules. These procedures shall strive to minimize both data retrieval time and the cost of storage by off-loading data that has a low expectation of being accessed in the future.

7.3.5.2 On-Line Storage
The Vendor shall provide a relational database management system (RDBMS) that supports and fulfills the required functionality described throughout this document. Six (6) months of account statements and twelve (12) months of online transactional data shall be stored online.

7.3.5.3 Daily Backups
The Vendor shall perform daily backups of the AMS system to minimize the loss of data if a system failure requires restoration on redundant hardware.

7.3.5.4 Archive Storage
The Vendor shall archive AMS data on high capacity off-line storage media after twelve (12) months of on-line storage. This data shall include daily account status, transactions, balance and deposit data, all reconciliation reports, all adjustment logs, weekly new and recycled transponder inventory reports, weekly refund reports, daily gross and net revenue reports, and monthly account statements. In addition, the Authority will select up to five (5) detailed and five (5) summary reports for archiving. This data shall be retained for the term of the Contract, including any extensions. For minimum data storage sizing purposes, the AMS shall be capable of storing two (2) years of account, violations and maintenance data online and archive up to seven (7) years of this data.

7.3.5.5 Disaster Recovery System
A disaster recovery program shall be designed and implemented in which the critical functionality of the AMS is transferred to a secondary AMS system if the primary system should experience failure that cannot be restored within twenty (20) hours. The secondary AMS system and primary AMS system shall be located a reasonable distance apart so there is a low probability of both sites being affected by the same catastrophic disaster. The Vendor’s communication system shall support a seamless transfer to a secondary system within four (4) hours so that the maximum allowed downtime does not exceed 24 hours under any circumstance. At a minimum, the secondary system shall support:

1. Account establishment (accessible from Web site, Satellite CSC, and remote processing location).
2. Account maintenance (accessible from Web site, Satellite CSC, and remote processing location).
4. Tag Status File updates and list generation incorporating latest state changes.
5. Transactions (i.e., E-ZPass) accepted, stored, applied (including any discounts), and transmitted back to the Authority’s Host.
6. Back Office operations consistent with the above AMS functionality.
7. Receive and transmit transactions and payment requests, from and to all of the other IAG agencies to ensure continued full IAG reciprocity.
8. Payment reconciliation and deposit processing at the Satellite CSC.
9. Track and report issued and returned transponders, transponder deposits, E-ZPass transactions, replenishments, refunds, and account balances.
10. Maintain and report adjustment logs.
11. Generate statements and correspondence that cannot be deferred because of timeliness of processing performance requirements.

7.3.5.6 Test and Verify Plan
The Vendor shall demonstrate the seamless transfer of data from the primary to the secondary AMS. All local communication system reconfigurations and system re-mapping shall be accomplished remotely from either the primary or secondary site.

7.3.6 System Interface Requirements
7.3.6.1 Physical Interface Requirements
The AMS (and VPC) shall communicate with the existing Authority Host Computer system, a web hosting server (if by third party), and the various IAG member agencies. The physical interface shall comply with Ethernet standards, Institute of Electrical and Electronic Engineers (IEEE) 802.3/802.3z (10/100/1000BaseTX&FX) for Internet/Intranet-based networks using Transmission Control Protocol/Internet Protocol (TCP/IP). The AMS system shall also interface with financial institutions such as a credit/debit card clearinghouse, and the Authority’s bank using telephone communication links that would be furnished by the Authority’s existing local common carrier. The Vendor shall furnish and install a network switch, or comparable communications equipment, at the location of the Authority’s Host system that interconnects the Authority’s AMS workstation, the existing Host, network printers, and associated workstations with the Vendor’s remote AMS via an interconnection to the local common carrier.

7.3.6.2 Security Requirements
Appropriate security and data integrity features, including firewalls, data encryption, checksums such as cyclical redundancy checks (CRC), error code-checking (ECC), data verification processes, access authentication, etc. shall be employed across all data interfaces to ensure that system and data security is properly maintained.

7.3.6.3 Data Interface Requirements
The AMS shall support a data interface with each of the following subsystems, equipment, and external entities as described in the interface sections presented below:

1. Existing Authority Host system.
2. Satellite CSC.
3. All other IAG member agencies.
4. Credit/debit card clearinghouse, lock box service (optional third party), and the Authority’s bank.

7.3.6.4 AMS to TCS Host Data Interface
The AMS to Host data interface shall support an E-ZPass tag status file download every 24 hours and an update message of a tag status change whenever it occurs. A tag status
update message shall be sent to the Host within one hour of a download of the full tag status file. This update message shall be sent to the Host when:

1. A toll transaction, once paid, lowers the account balance of the account holder such that the transponder(s) changes status from good to bad.
2. An account replenishment of a negative (as a result of a single transaction) or zero-balance to a positive balance such that the tag changes status from bad to good.
3. An active, valid transponder is reported lost or stolen resulting in deletion from the tag status file list.
4. A new transponder is issued resulting in addition to the tag status file list.
5. An account is suspended or involuntarily closed, resulting in a status change to inactive for all transponders in the account.

The data fields for the record sent from the AMS to the Authority Host shall include the following information:

1. Transponder ID.
2. Tag Status Time and Date.
3. Tag Status Sent flag.
4. Tag Status Sent Time and Date.
5. Tag Status (for example, good, bad, inactive).

The AMS shall send the E-ZPass tag update information to other IAG E-ZPass CSCs every 24 hours. Tag status change is subject to the Authority’s business rules. Tag status information sent to IAG shall be based on the following tag status categories in compliance with IAG guidance:

- 1 – Good
- 2 – Low Balance
- 3 – Negative Balance
- 4 – Lost, Stolen, Invalid Tags

The AMS to Host data interface shall support the transfer to the Host of transaction records with the toll paid field adjusted for non-revenue, non-chargeable, and discounts as appropriate for reconciliation, revenue reporting, and auditing. The AMS System shall accurately determine the toll paid field of the transaction record using a rule based programming scheme that offers flexibility in the implementation of various discount programs. E-ZPass transactions occurring after a transponder is reported as lost or stolen but before the tag status file is updated at the lanes, shall be classified as non-chargeable if the account is coded as such and the toll paid field set to zero, similar to an authorized non-revenue transaction.

### 7.3.6.5 Authority Host to AMS Data Interface

The Authority Host to AMS data interface shall support the transmission of all valid E-ZPass transactions generated in the toll lanes and transmitted to the Host and then to the AMS, where the transaction information shall be parsed and shall be applied to the account based upon the associated transponder ID included in the transaction record. Transaction
records are sent to the AMS in near real time so that any change in account status occurring after debiting a toll can be identified and sent to the lane controllers via the Host. The transaction record information that this interface can be expected to handle includes the following data:

1. A transaction header with the following data: agency code, plaza sequence number, lane sequence number, plaza ID, lane number, shift number, revenue date, lane mode, collector ID (as applicable), and record type
2. Fixed format data: transaction timestamp, transponder ID number, expected vehicle classification, actual vehicle classification, toll due, toll paid, payment type, forward axles, reverse axles, and lane equipment status code (applicable to transaction critical equipment only)

The Authority Host shall send time synchronization data to the AMS at least every 24 hours.

7.3.6.6 Information Requests between Authority Host and the AMS
In addition to direct access to AMS account information after successful user authentication, the existing Authority Host shall interface to the AMS in such a manner whereby it can send messages requesting additional account and transaction information such as archived historical information and account related complaints. This information will be used by the Authority’s Back Office staff to resolving customer problems and performing routine and comprehensive audit functions. These requests are submitted in the form of request records.

7.3.6.7 IAG Interoperability Data Interface
The AMS shall be interoperable with other agencies using E-ZPass under the umbrella of the IAG Interoperability Agreement. The AMS System shall adhere to the latest IAG policies, procedures, and specifications at the time of proposal preparation to interface and be interoperable with participating agencies.

The AMS shall exchange timely, reliable, and auditable transaction and payment request information and funds among IAG agencies and other agencies for which the Authority has executed an Agreement. At a minimum, the AMS shall:

1. Provide for the daily electronic file transfer of E-ZPass transactions to all other IAG agencies as indicated in the transaction header and the latest transponder ID status to all IAG and sponsored agencies in accordance with the specified IAG data content, format, protocol, transmission rate, and timing.
2. Track and report the successful transfer of transactions and tag status file information for each IAG member agency, any Authority sponsored agency, and commercial partners.
3. Support the IAG policies and procedures and the Authority’s business rules as well as the provisions of all AMS related Agreements executed by the Authority prior to submittal of proposals.
7.3.6.8  AMS to Credit Card Clearinghouse and Bank Interface

The AMS shall support an interface to the Vendor’s selected credit/debit card clearinghouse and the Authority’s designated Bank to obtain authorization for initial deposit(s) and subsequent payment and account replenishment charges to customer credit and debit (optional) card accounts and to transfer funds from the Vendor’s bank (subject to Authority approval) and the credit card banks to the Authority’s bank account.

7.3.6.9  System Interface with TCS Host

Communications between the AMS and the TCS Host Computer System will involve generating and exchanging data files through a communication interface. The Vendor will be responsible for providing an interface with the Authority’s Host Computer in order to allow for the exchange of files. The Vendor will only be responsible for data integrity up to the interface point. The file formats will follow the IAG Inter-Customer Service Center File Specifications and the Host to Back Office Interface Control Document included as Attachment D.

This section of the RFP will provide an overview of the system interface, a description of the files to be transferred, as well as identification of the reports to be provided by the Vendor. The reports will allow for reconciliation of all data and files sent and received from the interface.

7.3.6.9.1  Overview

The back office system shall include a communication interface to the Authority’s Host Computer System. It is anticipated that this may occur through an FTP Interface between the AMS and the Host Computer System. The communication process specified assumes the use of an FTP interface, but may be changed by mutual agreement of the Vendor and the TCS System Integrator (Telvent).

It is anticipated that all files generated from the Host Computer will be “pushed” by the Host System to the FTP Interface server so that they could be “picked up” by the AMS. The AMS will “push” all files it is responsible for generating in a similar fashion to the FTP Interface server so that they could be “picked up” by the Host System. This protocol is typical of most IAG CSC to CSC communications.

Violation Transaction and Violation Image files will be treated in a similar manner.
The Authority’s System Integrator (Telvent) will be responsible for internal networking and connection to the proposed FTP server. The Authority’s Vendor will also be responsible for providing the FTP server. The Vendor will be responsible for providing, and maintaining a connection to the FTP server via a communication link from the Host Computer facility to the Back Office. The Vendor will also provide a dial-up telephone backup in the event the primary communication line between the Host and the AMS is lost for transaction and tag status files.

7.3.6.9.2 Interface with Host System

The data files exchanged between the AMS and the Host Computer system will follow the file formats identified in the E-ZPass Inter-Customer Service Center Interface File Specifications. This includes the use of acknowledgement files and check files as required for the transaction and tag status files. The Vendor will be responsible for complying with the current version of the E-ZPass Inter-Customer Service Center Interface File Specifications at the time of implementation (currently Version 1.51g).

3.4.2.8.2.1 Description

The following files will be transmitted from the AMS to the Host:

- E-ZPass Tag Status File;
- E-ZPass Tag Status Check File; and
- E-ZPass Transaction Acknowledgement File;

The following files will be transmitted from the Host to the AMS:

- E-ZPass Transaction File;
- E-ZPass Transaction Check File; and
- E-ZPass Tag Status Acknowledgement File.

Transaction files will be generated once daily by the Host Computer system. The file generation will occur at such a time as to assure the maximum number of transactions from the previous day. A day is defined by the Host system and it encompasses whatever transactions are included in daily reporting of traffic and revenue, typically midnight to midnight) are included in the transaction file. It is anticipated that this transmission will occur at some time between Midnight and 2:00 AM on the next day. In addition, all transactions from periods prior to the previous day that were not already contained in a transaction file sent to the AMS will be included. For example, if communication was lost between the host and the plaza on a Monday, then all transactions accumulated at that plaza for Monday would be transmitted in the Wednesday transaction file rather than the normally expected Tuesday transaction file.
The AMS will generate a Tag Status File daily in the IAG format that will contain all the RITBA tags as well as all the tags contained in away agency Tag Status Files. The AMS will generate the Tag Status File after it receives and process the daily transaction file. This will make all RITBA issued transponders current after posting toll charges, payments and replenishments.

The Tag Status Files will follow the format specified in the current E-ZPass Inter-Customer Service Center Interface File Specifications with the exception of the tag status codes. The IAG format uses tag status codes of 1-Valid, 2-Low Balance, 3-Invalid, and 4-Lost/Stolen.

The Authority’s TCS System Integrator will be responsible for parsing the Tag Status File into whatever format is suitable for the operation and collection of E-ZPass toll transactions as part of their system design. The TCS System Integrator will provide a Tag Status validation protocol that will daily reconcile the tag status files at the lane level with the Tag Status File transmitted from the AMS.

No files will be transmitted from the AMS to the Host System that will modify any of the expected toll revenues generated by the Host System. Any adjustments to revenue due to non-revenue transactions, rejected IAG transactions or other toll rate corrections will be processed and accounted for at the AMS level.

7.3.6.9.3 VPC Interface with Host
The data files exchanged between the Violation Processing Center system and the Host Computer system will follow file formats similar to those identified in the E-ZPass Inter-Customer Service Center Interface File Specifications. This includes the use of acknowledgement files and check files as required for the violation transaction and violation image files. The Vendor will be responsible for complying with the current version of the E-ZPass Inter-Customer Service Center Interface File Specifications at the time of implementation.

7.3.6.9.3.1 Description
The following files will be transmitted from the VPC to the Host:
- Violation Transaction Acknowledgement File; and
- Violation Image Acknowledgement File.

The following files will be transmitted from the Host to the VPC:
- Violation Transaction File;
- Violation Transaction Check File;
- Violation Image File; and
- Violation Image Check File.

Violation Transaction files will be generated once daily by the Host system. The file generation will occur at such a time as to assure the maximum number of transactions
from the previous day. A day is defined by the Host system and it encompasses whatever transactions are included in daily reporting of traffic and revenue, typically midnight to midnight) are included in the transaction file. It is anticipated that this transmission will occur at some time between Midnight and 2:00 AM on the next day.

In addition, all transactions from periods prior to the previous day that were not already contained in a transaction file sent to the Violation Processing Center will be included. For example, if communication was lost between the Host and the plaza on a Monday, then all transactions accumulated at that plaza for Monday would be transmitted in the Wednesday transaction file rather than the normally expected Tuesday transaction file.

7.3.6.9.4 File Transfers
This section will give a description of the files to be transferred between the AMS/VPC system and the Host system as well as identify the responsibilities of each party. The following four files are addressed:

- **E-ZPass** Transaction File
- **E-ZPass** Tag Status File
- Violation Transaction File; and
- Violation Image File

7.3.6.9.4.1 E-ZPass Transaction File
The AMS will receive a single **E-ZPass** Transaction File from the Host System on a daily basis. **E-ZPass** Transaction File shall follow the IAG Inter-Customer Service Center Interface File Specification for transaction files, commonly referred to as the ICTX file.

The IAG Inter-Customer Service Center Interface File Specification specifies that each file name shall identify an agency code for the “from agency” and a “to agency”. The System Integrator will follow this naming convention by specifying the same agency code of 032 (provided for the Authority) for both the “to” and “from”. As per the specification, all fields are not required for normal toll transactions.

RITBA requires that the transaction record include:

- a unique transaction serial number assigned by the host system;
- transaction (revenue) date;
- RITBA agency code;
- transaction type (“B” for all cases);
- tag agency code;
- tag serial number;
- lane mode;
- validation status;
- class charged (from transponder);
- actual axles;
- speed;
- over speed indicator;
- exit date (transaction date);
- exit time (transaction time);
- toll plaza id (to be determined by TCS System Integrator);
- toll lane number (specified by the Authority);
- toll debit or credit; and
- the toll amount.

All other fields will be populated if the information is available or padded as specified in the file specification. If the Automatic Vehicle Classification (AVC) system is in a degraded mode, the lane controller will always report “XX” in the data field provided for actual axles. This will be an indication to the AMS that the AVC equipment was not properly working.

7.3.6.9.4.2 E-ZPass Tag Status File
The AMS will generate a Tag Status File daily. The Tag Status File shall follow the IAG Inter-Customer Service Center Interface File Specification for tag status files, commonly referred to as the ITAG file. As per the specification, all fields will be filled. For the RITBA project, the Tag Status File will contain all of the RITBA issued tags as well as all the tags received by the AMS from away agency Tag Status Files. The Tag Status File transmitted by the AMS will be in transponder Serial Number order by issuing agency. In other terms, the issuing agency code could be considered the first three digits of the serial number and then the entire file would be in serial number order. The Tag Status File may be transmitted in a compressed format mutually agreed to by the TCS System Integrator and the Vendor. There will only be one transmission of Tag Status information daily.

The TCS System Integrator will be responsible for parsing the Tag Status File into whatever format is suitable for the operation and collection of E-ZPass toll transactions as part of their system design. The parsing software will have the ability to generate the tag status files for any new IAG member agency without any extensive program modifications to the Host software.

The TCS System Integrator will also provide a Tag Status validation protocol that will daily reconcile the tag status files at the lane level with the Tag Status File transmitted from the AMS.

The AMS will generate a single file and will follow the file naming convention with “from agency” and “to agency” being the same 032 specified for the Authority.

7.3.6.9.4.3 Violation Transaction File
Packages of violation image files will be pushed from the TCS Host to a location specified by the VPC provider accessible over the Internet.
7.3.6.9.4.4 Violation Image File
Packages of violation image files will be pushed from the TCS Host to a location specified by the VPC provider accessible over the Internet.

7.3.6.9.5 Reconciliation Reports
The AMS computer system will have the capability to generate reports that will verify that all files were transmitted and received by the Host system. The reports will be capable of verifying that all transactions transmitted to the Host system were received. As such, all reports shall be able to provide detail and summaries by transaction date (the date the actual toll transaction occurred) and transmission date (the date the transaction was transmitted to the Host). In addition other reports will be generated for informational purposes related to E-ZPass transactions. As part of the system acceptance test, the Vendor shall use these reports to demonstrate the reconciliation of all transactions through the interface.

7.3.6.9.6 Data Retention and Availability
All E-ZPass Transaction Files and E-ZPass Tag Status files will be retained for a period of at least 90 days for use in IAG toll dispute resolution and transaction reconciliation. All E-ZPass Transaction Files received from the Host and/or sent by the AMS to another IAG Customer Service Center will be stored in a non-compressed format and will be available for review by a RITBA Administrator. The Vendor will provide the necessary tools and documentation containing instructions for the retrieval of the retained data. All unprocessed Violation Transaction Files, Violation Image files and Evidence Packages will be retained for a period of 180 days or some other configurable timeframe established by legislative action or deemed necessary by the Authority. All processed Violation Transactions, Violation Image files and Evidence Packages will be retained until the disposition of the violation or traffic citation is resolved.

7.3.6.9.7 Interface Testing Requirements
The proper operation of the interface can be tested with sample data provided by RITBA to verify its proper operation. Testing will consist of matching the output from the interface reports generated by the AMS system with those generated by the Host system.

The validity of the data sent to the interface will be tested as part of the normal series of factory, integration, commissioning and systems acceptance testing conducted for the toll collection system. Additional testing will occur as part of the IAG Reciprocity Testing.

7.3.6.9.8 Interface Documentation and Training Requirements
The Vendor will provide documentation on the procedures necessary to complete the complete file transfer operation. Information flow diagrams, directory storage locations
and network diagrams shall also be included. The documentation shall include a troubleshooting guide for use in the detection of files that were not properly transmitted.

7.4 Data Migration
The Vendor shall provide full and complete migration of data (E-ZPass transaction, account, financial, transponder, other) from the legacy back office system to the new back office system. Full and complete migration shall mean that all data, as identified and defined in the approved data migration plan, has been successfully transferred to the new system, has succeeded in all validation requirements, and is being processed by the new system without fault, failure, or discrepancy.

The Vendor shall also provide a secure off-site storage facility for completed and future E-ZPass paper applications in accordance with PCI compliance.

7.4.1 Data Migration Charter
As an initial key step, the Vendor shall be responsible for developing a Data Migration Charter. Using the scope of work as defined in this section as a basis, the Vendor shall work with RITBA and any Stakeholders to develop the Data Migration Charter. The purpose of the Charter shall be to formalize the scope into a guideline for executing the various migration tasks. The Charter shall include at a minimum:

- **Background Statement** – Overview of the project, a high-level description or design of the target system, and the impact of the migration to the success of the project.
- **Defined Scope** – A clearly defined scope of efforts including expectations, assumptions, resource needs (internal and external), objectives, and production results.
- **Out of Scope Items** – Areas and aspects which are deemed out of scope or not necessary as part of the data migration process.
- **Success Criteria** – The criteria for deeming migration successful. This shall include elements such as testing, validation, and that all migrated data fully complies and supports the target system’s functionality.
- **Risk Elements** – Identification of any potential risk and mitigation factors in achieving successful migration as per the Success Criteria.

The development of the Data Migration Charter shall be managed and performed by the Vendor. However the development will also include appropriate input from RITBA as well as any project stakeholder. The final Data Migration Charter shall be approved in writing by RITBA.

The Data Migration Charter shall be completed within 4 weeks of NTP.

7.4.2 Data Migration Plan
As the Data Migration Charter is being developed, the Vendor shall also prepare a Data Migration Plan. The Data Migration Plan shall provide a detailed and comprehensive approach to
completing the data migration process ranging from initial analysis and design activities to final data validation and live system processing and operations.

At a minimum the Data Migration Plan shall address the following elements:

- Data Migration Management – This section of the Plan shall describe the approach that the Vendor will implement to ensure effective migration.
- Data Migration Delivery – This section shall detail the data analysis, migration design requirements, testing, and implementation efforts for data migration.

### 7.4.2.1 Data Migration Management

The Vendor shall provide a distinct focus on the migration activities throughout the course of the project. As part of the Data Migration Plan, the Vendor shall provide details regarding how they will manage, carry out, and deliver a successful data migration project. Specifically these details shall address at a minimum:

- Data Migration Team and Organization
- Migration Approach
- Required Deliverables; and
- Data Migration Tasks.

#### 7.4.2.1.1 Data Migration Team

The Vendor shall identify the key personnel that would be part of the data migration effort. This should also include any required resource personnel external to the Vendor’s team as well including any RITBA staff and legacy system personnel. At minimum the Vendor’s data migration team personnel shall fulfill the following roles:

- Migration Manager
- Migration Architect
- Migration Developer
- Data Analyst
- Systems Engineer
- QA/QC Manager
- Release Manager
- Business Requirements Analyst
- Project Documentation Writer

The Vendor may satisfy multiple roles by a single person; however, it must be clearly represented that there is no conflict in responsibility. The QA/QC Manager shall be independent of the other roles.

In addition to the Vendor roles, the plan shall also define the expected roles, personnel, and/or staff required from the legacy system provider and RITBA, including the expected time commitments anticipated over the life of the data migration efforts.
7.4.2.1.2 Migration Approach
The Vendor shall provide a narrative approach to represent how the migration team will perform and complete the data migration project. This narrative shall explain, in detail, the various steps, including methodology, standards, and processes required to deliver a successful data migration.

Particular attention should be given to Quality Assurance and Control (QA/QC) within the approach description to ensure that each step of the process is integrated with quality processes or measures. This is especially key in understanding the full data models and supporting processes in both the source and the target systems. Comprehensive data quality analysis and profiling shall be performed in the legacy system to fully gauge the level of data cleansing and transformation that will be required to effect a solid, high-quality migration.

The approach shall also contain a detailed timeline of each event or task required to complete the data migration. The timeline should focus on identification of tasks, durations, resources, and dependencies (both internal and external) that may affect progress.

7.4.2.2 Required Deliverables
The Data Migration Plan shall also identify and define any deliverables that are needed as part of the data migration effort. These may include such items as:

- Data Profiling Analysis
- Data Migration Design Requirements
- Data Mapping and Transformation Specifications
- Configuration Management Process/Plan
- Success Criteria
- Data Validation Plan
- Data Migration Test Plan and Procedures
- Risk Assessment Matrix

7.4.2.3 Data Migration Tasks
7.4.2.3.1 Requirements Analysis
The Vendor shall conduct a requirements analysis as part of the delivery process. This analysis shall begin with a data analysis of the legacy system where the Vendor will work with the legacy provider to obtain a full snapshot of the legacy database. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment for better in-depth analysis.

As a result, the data analysis shall provide the following:

- Data elements needed for migration (and those that are not);
- Understanding of legacy data structure and data dictionary;
- Identify gaps and transformations to meet new business rules and policies;
- Identify data quality issues that may impact migration or functionality in the target system;
• Identify interface needs and potential impacts; and
• Identify historical version changes to the legacy system.

7.4.2.3.2 Specifications Development
With the requirements analysis complete, the Vendor shall then begin to develop detailed specifications for executing the data migration process. As part the specification development, the Vendor shall focus on such items as:

• Mapping Specifications
  o Coordination with legacy system vendor
  o Identifying which legacy tables to migrate
  o Mapping of legacy tables and columns to target system tables and columns
  o Definition of all data transformations to support the mapping requirements, especially with respect to domain sets
  o Identification of all data quality repairs or improvements to support target system functionality
  o Identification of assumptions and risk elements
• New System Configuration Requirements
• Identification of data elements, which may not be migrated
• Transponder Inventory Migration
• Identification of potential security impacts (i.e. changes in password standards)

7.4.2.3.3 Development and Unit Testing
Development and performance of unit testing to verify migration strategies shall be performed by the Vendor, using a snapshot of the legacy database which has been isolated from any production environment. The Vendor shall perform the migration efforts in accordance with the standard process of Extract, Transform, and Load (ETL). All data migration processes shall be based upon automated ETL processing and/or repeatable executable scripts. None of the processes shall use ad hoc scripts or direct updates.

Both the legacy and new system environments shall also be isolated from any application development or testing to ensure the integrity of the data, test results, and processes. The Vendor shall ensure that the production application is adequately synchronized with the pre-production system used during migration.

As necessary, the Vendor shall provide updates to any portion of the migration specifications document as a result of unit testing.

As unit testing and development are completed, the Vendor shall certify that the test procedures used are adequate for formal migration and validation. The Vendor shall identify any discrepancies and or exceptions and subsequently refine the test procedures if necessary. Certification may include legacy and target system reports, screenshots, or other user interfaces that represent to RITBA and any stakeholder that there is an accurate method to validate formal migration.
7.4.2.3.1  Formal Migration Testing and Validation
Formal data migration testing shall be accomplished over two distinct steps including an initial Trial Migration Test and Full Migration Test.

The intent of the Trial Migration Test is to identify any anomalies, inconsistencies, or other problems with the adequacy of the data migration and test procedures. Trial Migration testing shall be performed using either a full legacy database or subset thereof, but with validation focusing on a predetermined subset of data for efficient detail comparison. In the event of any script or test procedure issues, the Vendor shall address these items and retest.

Once Trial Migration testing has been performed to an acceptable level as determined by RITBA, the Vendor shall then begin Full Migration testing. Under this phase, the same full legacy database snapshot will be used as with the Trial Migration test. However, focus shall be shifted to observing and recording the speed of execution, exercising the complete set of validation tasks, and identifying any remaining debugging efforts.

7.4.2.3.2  Implementation
Once both stages of migration testing have been successfully completed, the Vendor shall then begin the actual process of data migration from the legacy system to the new system. As part of the Data Migration Plan, the Vendor shall describe the implementation strategy by identifying each task or effort required. Identification of these efforts shall be provided in a comprehensive and tightly orchestrated document, with appropriate detail so as to minimize any potential for misunderstanding of the objective or directed intent. The Vendor shall also clearly identify the expected or required resources to complete each task in the Data Migration Plan. This may include personnel, equipment, technologies, or any other internal/external resource.

The Vendor shall also clearly define the role and expected duty of each data migration staff resource.

A check list shall be developed and used to systematically verify that each indentified task is ready for migration.

As a supplement to the initial timeline provided as part of the Data Migration Plan, the Vendor shall prepare an updated detailed scheduled of events for completing the full data migration. The updated schedule shall contain information such as event dates, durations, dependencies, resources, staff, locations of staff, etc. The schedule shall also indicate any major milestones within the data migration process.

As the migration effort progresses, the Vendor shall document, track and prioritize any and all issues that may be encountered. This shall be in a punch list format. Resolution to any issue shall also be tracked within the punch list including reasons for failure/issue, steps taken to resolve the failure/issue, and scale of impact.
7.5 Business Continuity
The Vendor shall provide Back Office Services in accordance with this Scope of Work and subsequent design documentation. Due to the “Services Only” approach of this contract, RITBA will not own or operate the System or Software. The Vendor therefore has substantial discretion in the design, architecture, and Software of the System that will support the RITBA Back Office operations as well as the potential to change these Systems throughout the Contract term. However, if a disruption in operations or services occurs for any reason, operations shall be restored within the time specified in Table 3 below.

The requirements in this section are designed to establish the baseline for business continuity to ensure that RITBA will be able to continue to provide CSC back office processing services with minimal interruption to daily Operations under various business disruption scenarios.

7.5.1 Vendor Approach to Daily Operational Requirements
Per the approved schedule, the Vendor shall develop and submit a Business Continuity Plan for RITBA’s review and approval. The plan shall document the Vendor’s day-to-day policies, guidelines, and procedures for ensuring that the System, functionality and operations will be fully available to RITBA and its Customers and meet the performance standards required under the contract and specified in this Scope of Work. The plan shall address, at a minimum, Vendor management, Vendor staffing, Vendor communications with RITBA staff, Facilities, Software applications, computer Hardware, network communications, Operations, Maintenance, and issue identification, escalation and remedy.

The Vendor shall make appropriate updates and resubmit this Business Continuity Plan for review and approval by RITBA annually or after any material changes to the System, its architecture, location(s), or operations (including contracted Services).

7.5.2 Vendor Approach to Significant Unplanned Events
The Vendor shall meet the following Requirements for restoring production operations in the event of a catastrophic event (including natural and technological disasters, civil emergencies, criminal activity, and other business interruptions):

1. The Vendor shall restore all Priority 1 identified functions to Operations levels within 24 hours.
2. The Vendor shall restore all Priority 2 identified functions to Operations levels within five (5) Business Days.
3. The Vendor shall restore all Priority 3 identified functions to Operations levels within thirty (30) Calendar Days.

The Priority Levels for restoring operations back to production levels is provided in Table 3: Back Office Business Continuity Recovery Requirements below.
Table 3: Business Continuity Recovery Requirements

<table>
<thead>
<tr>
<th>Functions</th>
<th>Priority Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Automated System Functionality</td>
<td></td>
</tr>
<tr>
<td>a. Software System</td>
<td>X</td>
</tr>
<tr>
<td>b. Hardware</td>
<td>X</td>
</tr>
<tr>
<td>c. Network Communications</td>
<td>X</td>
</tr>
<tr>
<td>2. Walk-in Facility</td>
<td></td>
</tr>
<tr>
<td>3. Special Event Support</td>
<td></td>
</tr>
<tr>
<td>4. Call Center</td>
<td></td>
</tr>
<tr>
<td>5. Account Establishment</td>
<td></td>
</tr>
<tr>
<td>6. Account Maintenance</td>
<td></td>
</tr>
<tr>
<td>7. E-ZPass Customer Management</td>
<td></td>
</tr>
<tr>
<td>8. CSR Call Processing</td>
<td></td>
</tr>
<tr>
<td>9. Tag Inventory Management</td>
<td></td>
</tr>
<tr>
<td>10. Customer Service Internet Services</td>
<td></td>
</tr>
<tr>
<td>11. Retail Account Management</td>
<td></td>
</tr>
<tr>
<td>12. Payment Processing</td>
<td></td>
</tr>
<tr>
<td>13. Transaction Processing</td>
<td></td>
</tr>
<tr>
<td>14. Financial Accounting</td>
<td></td>
</tr>
<tr>
<td>15. Reconciliation</td>
<td></td>
</tr>
<tr>
<td>16. Audit</td>
<td></td>
</tr>
<tr>
<td>17. Reporting</td>
<td></td>
</tr>
<tr>
<td>18. Web Site Support</td>
<td></td>
</tr>
<tr>
<td>19. System Interfaces</td>
<td></td>
</tr>
</tbody>
</table>

As a component of the Business Continuity Plan, the Vendor shall develop, submit, and obtain RITBA’s Approval of their Disaster Recovery Plan. This plan shall document the Vendor’s Facilities and Operations (including any contracted or outsourced services), assess the hazards and vulnerabilities that the Vendor’s Facilities and Operations could face (including natural and technological disasters, civil emergencies, criminal activity, and other business interruptions), and describe how the Vendor shall maintain or recover its operations in the event of a business interruption.

The Vendor’s Disaster Recovery Plan shall be fully tested by the Vendor and approved by RITBA as part of Acceptance Testing. The Vendor shall then test this Disaster Recovery Plan on at least a semi-annual basis during the Contract period. The Vendor shall notify RITBA of these ongoing tests, provide RITBA the opportunity to witness the testing and review the results of the testing with RITBA upon completion.
The Vendor shall make appropriate updates and resubmit the Disaster Recovery Plan for review and Approval by RITBA annually or after material changes in the Vendor’s System, architecture, location(s), or Operations (including any contracted or outsourced services).

**7.6 AMS Performance Standards**

Quality of service delivered by the AMS and operations personnel to the Authority’s customers shall be determined by measuring actual performance against required performance standards. Measuring performance shall be an ongoing activity because of expected subsystem degradation due to higher loads, latent defects, environmental stress, improper operation, and deferred system maintenance. The AMS operations personnel shall be continually monitored and trained to maintain and expand the customer base. Built-in complaint tracking functionality shall be supplemented with a process capable of assisting in the search for the true reason for any complaint.

The System performance standards are listed below in Table 4. These system performance standards shall be utilized to track AMS operational performance, including various service levels, on an objective basis across a range of key functions and operations.

The performance data and statistics shall be reported on a weekly, monthly, quarterly, and year-to-date basis.

The Authority may impose liquidated damages in the amount of $1,000 per month when any of the following predetermined performance requirements are not met. It is anticipated that these damages will be in the form of a credit against the monthly charges for Back Office services.
Table 4 System Performance Standards

<table>
<thead>
<tr>
<th>Telephone Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone and IVR system availability of 99.95% on a 24/7 basis</td>
</tr>
<tr>
<td>IVR automatic responses shall be within 5 seconds of the request (such as balance inquiry, 5 most recent transactions, etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Processing Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% of automatic replenishments will be obtained and posted with 24 hours of the account balance falling below the replenishment threshold</td>
</tr>
<tr>
<td>99.95% or greater accuracy of all recorded payments received, deposited and posted (percentage defined in dollar amount)</td>
</tr>
<tr>
<td>Daily financial and management reports will be available within 6 hours of close of business, except for reconciliation which will be provided by the following business day</td>
</tr>
<tr>
<td>Weekly financial reports will be available within 2 business days of the end of the reporting period</td>
</tr>
<tr>
<td>Monthly financial reports will be available within 3 business days of the end of the reporting period</td>
</tr>
<tr>
<td>Monthly Service Center performance reports will be available within 7 business days after month-end</td>
</tr>
</tbody>
</table>
### Tag Distribution/Return Standards

- Generate notice to the Authority management if tag inventory level falls below 1 month supply for each type of transponder (internal and external) and each class if programmed by the manufacturer.

- Audit and reconcile inventory of issued and stored transponders semi-annually with an error rate of less than 0.5% and report adjustment to the Authority within 30 days.

- Send or hold for pick-up 98% of transponder kits within 1 business day of receiving a complete and valid application (excluding Satellite CSC applications), with 100% issued within 2 business days.

- Obtain vendor RMA number and send 100% of warranty-failed transponders by 2-3 day trackable delivery service to vendor within three (3) weeks of receipt from a customer.

- Activate 100% of newly issued transponders within 5 minutes of issuance.

- Assign 99.95% of all transponders to the correct E-ZPass account with an initial “good” status.

### Account Maintenance Standards

- Mail 100% Statements within 5 business days of end of statement period.

- Mail 100% of expiring credit and debit (optional) card notices no later than 30-days prior to expiration.

- Process 100% of close account requests within 3 business days (allowing sufficient time for any IAG transactions to post) of receiving transponder(s) from the customer.

- Remove (or restore) transponder ID from (or to) the tag status file within 15 minutes of notification of a lost or stolen (or recovered) transponder.

- Mail 100% of notices of failed or declined banking transactions within 1 business day of receiving notification from the customer’s bank or credit/debit card processing center handling the transaction.

- Provide unusual account activity notification by phone or mail within 24 hours of system trigger.
<table>
<thead>
<tr>
<th>Violations Processing Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manually review 100% of violation images using a double-blind entry method.</td>
</tr>
<tr>
<td>Mail violation notices within 5 business days after receipt of name and address from DMV.</td>
</tr>
<tr>
<td>System Processing Standards</td>
</tr>
<tr>
<td>Average CSC availability will be 99.95%</td>
</tr>
<tr>
<td>Average workstations availability will be 98%</td>
</tr>
<tr>
<td>99% CSC data query access will be available to the Authority staff within 120 seconds of the request</td>
</tr>
</tbody>
</table>

### 7.6.1 Maintainability and Reliability

The AMS, with proper scheduled and preventative maintenance, shall be sized and designed for a 10 year usable life. The layout and installation of hardware and equipment at the Satellite CSC and the Authority’s Administration building shall provide code and manufacturer required clearances and cabling protection.

### 7.7 Project Delivery

#### 7.7.1 Project Management and Responsibility

A Project Team consisting of personnel from Authority and the Vendor will be established for both the implementation phase and the operations phase of the Project.

The Project Team shall consist of the following members:

- a. The Authority will assign a Project Manager to oversee implementation and operation of the AMS.
- b. The Vendor shall assign a Project Manager to interact and coordinate with the Authority’s Project Manager during the Deployment phase of this Project. The Authority’s Project Manager shall be the primary contact for the Vendor and be responsible for conducting bi-weekly progress meetings during implementation. The Vendor Project Manager shall be responsible for preparing and submitting a progress report and updated action item list and schedule no later than 24 hours prior to each meeting. The Project Manager is not required to reside on-site and can conduct the meetings remotely via teleconferencing.
Prior to the start of the operations phase, the Vendor shall assign an on-site CSC Technical Manager/Supervisor who will train the Authority’s CSC staff and will act as the local point of contact and interact and coordinate with Authority’s Project Manager. The Technical Manager/Supervisor shall have a minimum of three years of experience in the operations of an E-ZPass Back Office. The Satellite CSC location will contain adequate space for an office for the CSC Technical Manager/Supervisor. The CSC Technical Manager/Supervisor shall conduct weekly Status Meetings during the three (3) month training phase.

7.7.2 Project Staffing and Organization
The Vendor shall submit with their proposal an organizational chart for both the implementation phase and operations phase to identify the technical specialties involved and key personnel. All project-related correspondence from the Vendor shall be addressed to the Project Manager and all project-related correspondence from the Authority will be addressed to the Vendor Project Manager.

7.7.3 Project Management Plan
The selected Vendor shall be responsible for preparing and executing the Project Management plans identified in this section. The Vendor shall provide a response for each of the plans identified. The amount of relevant detail provided should be sufficient to reflect the Vendor’s ability to perform and complete the work.

7.7.3.1 Work Plan
The Work Plan shall consist of the Vendor’s Work Plan submitted in their Proposal. It shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and payment schedule.

The Vendor shall update the Work Plan as necessary, but no less than every week prior to system start-up. Any updates to the Project Work Plan shall require the prior approval of the State. Unless otherwise agreed to in writing by the Authority, changes to the Project Work Plan shall not relieve the Vendor from liability to the Authority for any damages resulting from the Vendor’s failure to perform its obligations under this Contract.

In the event that additional time is required by the Vendor to correct deficiencies, the schedule shall not change unless previously agreed upon in writing by the both parties. The Schedule shall automatically extend insofar as the Authority’s review of a deliverable and corrections of deficiencies is longer than what is set forth in the schedule.

The Authority sees a Project Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the Authority will seek to refine the proposed Work Plan during contract negotiation with the selected Vendor and to incorporate the refined Work Plan by reference into a contract.
The Vendor shall provide a preliminary Project Work Plan depicting tasks, dependencies, schedule, milestones, deliverables, and payment schedule. The Vendor shall define both proposed written and software deliverables. The Vendor shall also include sufficient detail that the Authority will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, the Vendor must provide information about staffing. The Vendor shall describe all deliverables to be produced in the project. The Vendor shall also ensure that all deliverables and milestones are identified as milestones in the Project Work Plan.

The Vendor shall identify and discuss the following:

- All assumptions upon which the Project Work Plan is based;
- Descriptions of recommended roles by activity and time required for both Authority and Vendor members of the project team;
- Assignments of members of the Vendor’s team identified by role to specific tasks; and critical success factors for the project;
- Discuss how this Work Plan will be used as well as the Authority’s access to plan details including resource allocation. Also discuss the frequency for updating the plan, at a minimum for every status meeting. Explain how the Authority will know whether the project is on schedule and within budget.

7.7.3.2 Project Schedule

Prospective Vendors shall include a Preliminary Project Schedule with their Proposal. The Preliminary Project Schedule shall be updated to address any comments from the Authority and submitted within twenty (20) days after Notice-to-Proceed (NTP). The schedule shall be prepared in MS Project format and shall include all major activities and milestones.

The Authority will work with the Vendor to determine the most appropriate time to begin account establishment and transponder distribution. This is currently anticipated to occur no less than one (1) month prior to commencement of revenue collection by E-ZPass.

7.7.3.3 Implementation Plan

In order to ensure a seamless transition from the current back office operations to the new E-ZPass system, an Implementation Plan shall be provided by the selected Vendor within 45 days of NTP. The Implementation Plan shall provide an overview of the implementation schedule, procedures and work requirements as well as identifying pertinent project milestones from the project schedule requiring coordination with the current Back Office provider (Xerox/ACS), the TCS System Integrator (Telvent), the member agencies of the IAG and the RITBA. The focus of the implementation plan should indicate the key points for both the transition of the AMS and the ongoing operation of the new AMS by the successful Vendor. The plan should cover the five main areas defined in various sections of this RFP and listed below:
• Account Management
• Financial Management
• IAG Reciprocity
• Violation Processing
• System Interfaces

In addition, the Implementation Plan should include a section detailing proposed disaster recovery and service resumption procedures.

### 7.7.3.4 Testing Plan
The Vendor shall submit a Comprehensive Testing Plan including scripts and expected results within 45 days of NTP. The Vendor shall coordinate their Testing Plan with the TCS System Integrator. The Vendor shall, at a minimum, provide information to demonstrate that sufficient testing will occur to assure overall system quality, efficiency, reliability and revenue control. The Testing Plan shall define typical test methodology and identify specific performance test criteria. The Testing Plan shall address how each of the following system functions shall be tested:

• Account Management (including Maintenance)
• Financial Management (including all audit reports)
• IAG Reciprocity
• Violation Processing (including out-of-state violations)
• System Interfaces

The Testing Plan submitted shall include at least the following tests and the plan will indicate how it will be conducted:

• Initial System Test – The Initial System Test will demonstrate the proper operation of the five primary back office functions previously defined.
• IAG Reciprocity Test – This test will demonstrate full reciprocity with other IAG member agencies.
• Data Migration Test – This test will demonstrate that the Back Office Vendor has successfully completed all existing RITBA data migration from the current Back Office provider.
• System Acceptance Test – This test will demonstrate integration with the RITBA toll collection system, the AMS, the IAG, the interface with the Violation Processing System, and the ability to audit the system.

### 7.7.3.5 Performance Monitoring Plan
The Vendor shall submit a Performance Monitoring Plan that will identify how the Vendor will evaluate the performance of the staff, system software, tags and apparent lane equipment problems during operation of the service center. The Vendor shall identify the method used to evaluate the system performance and propose acceptable minimum standards of operation in addition to or as an alternative to those that may be specified in this RFP.

At a minimum, the Performance Monitoring Plan shall reference the following areas related to back office operations:
• Account Activity (e.g. number of accounts opened and tags issued per hour/day, number of mailings generated per hour/day)
• Phone/Voice Response System Activity (e.g. number of calls received and/or rejected, time to answer calls, time callers are on hold)
• Internet/Website Activity
• IAG Reciprocity (e.g. transfer and receipt of files)
• Administrative Violation Processing (e.g. number of violation notices reviewed, generated and received per day as well as number of rejected violations and reasons for rejections)
• General Ledger Reconciliation
• Revenue Control
• Quality Assurance
• Elimination of Bad Tags
• Identification of Equipment Problems
• Routine System Maintenance and Offline Testing of Modifications
### 7.7.3.6 Project Progress Meetings and Reporting

<table>
<thead>
<tr>
<th>Meeting</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introductory Meeting</strong></td>
<td>The Vendor must participate in an introductory meeting with the program and information technology professionals from RITBA and the TCS System Integrator.</td>
</tr>
<tr>
<td><strong>Kickoff Meeting/Initial project meeting</strong></td>
<td>Initial project meeting between the Vendor personnel and the Authority’s program and information technology personnel to review the project intent.</td>
</tr>
</tbody>
</table>
| **Status Meeting**          | • The Vendor must participate in project and/or status meetings, either in person or via conference calls, with the program and the information technology professionals from the Authority. It is anticipated that the beginning of the project will require, at a minimum, bi-weekly project/status meetings.  
  • Project/status meetings will cover the technical, schedule, and resource aspects of the project as well as the details of the percent complete status of required activities. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems.  
  • The agenda, reports, and minutes of each meeting shall be produced and distributed as mutually agreed by the Authority and Vendor project managers. |
| **Exit Meeting**            | The Vendor must participate in an exit meeting with the program and information technology professionals from the Authority.                      |
8 MAINTENANCE

8.1 General Maintenance Requirements
For the term of the contract and any subsequent extension(s), the System shall be fully maintained to support continued operations with no degradation in the performance standards set forth in this Scope of Work. The Vendor shall be fully responsible for providing all necessary software and hardware maintenance of the Back Office System.

Software maintenance shall include such efforts as, database updates and upgrades, operating system updates, antivirus updates, firmware updates, etc.

Hardware maintenance shall include repair and replacement activities to ensure the normal function of any necessary System device or component such as Servers, workstation computers, peripherals, printers/copiers or any other item required to fulfill the operational requirements of the Back Office.

To every extent possible, performance of maintenance activities shall be completed in a manner that does not disrupt or degrade Back Office operations. In the event a maintenance activity does require interruption in service or operations, the Vendor shall notify RITBA and gain concurrence prior to such activity.

All software updates, including firmware updates shall be scheduled and planned with RITBA. Any such efforts shall be clearly documented in advance for RITBA concurrence.

8.2 Maintenance Plan
The Vendor shall develop a well-defined maintenance plan that identifies the basic approach to completing maintenance efforts throughout the term of the agreement. The Vendor shall address maintenance efforts from both a Preventive and Corrective basis.

9 END OF TERM TRANSITION AND SUSPENSION

9.1 Vendor Assisted Transition
Transition activities of this Contract shall overlap with start-up activities for a Successor.

The Vendor shall meet the following requirements for transition of all or part of the production Back Office. The transition shall take place within one-hundred-eighty (180) Calendar Days of notification from RITBA. The Successor may be RITBA or another service provider.

9.1.1 Transition Requirements
The Vendor shall confer and cooperate with the Successor to determine the activities required to transition the Back Office in a safe and orderly manner and to allow the transition to occur without interruption of services or operations under the existing Contract.
The Vendor shall designate a Transition Manager who shall serve as the single point of contact for transition related activities.

Within thirty (30) Calendar Days of notification of transition from RITBA, the Vendor shall make any updates necessary to make the Transition Plan current for the transition process.

The Vendor shall develop, seek RITBA Approval for, and manage an issue resolution process for the transition.

The Vendor shall develop and submit for RITBA review and approval, a system-to-system interface transfer plan.

The Vendor shall develop and submit for RITBA review and approval a patron contact transfer plan (website, call-in numbers, P.O. boxes, and other items required for the transfer).

The Vendor shall develop and submit for RITBA review and approval an Operations Shutdown Plan. Shut down activities shall include the confidential destruction of certain RITBA designated hardcopy and electronic records.

RITBA may request that certain transition related documentation or functions be transferred to the Successor before the final transition date. The Vendor shall respond to such requests from RITBA within ten (10) Calendar Days.

The Vendor shall provide sufficient System and Operations experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the Contract.

The Vendor shall provide support to help the Successor maintain the continuity and consistency of the Services required by the Contract. The Vendor shall allow the Successor to conduct on-site interviews with the employees.

The Vendor shall review and update Back Office related business processes, procedures, database, business rules, and related documentation as a part of the transition process. The Vendor shall add any missing information and correct any deviations from current operating protocol and route to RITBA for review and approval per current Contract Requirements.

9.1.2 Transition Plan

According to the Vendor’s Schedule, the Vendor shall develop and submit a Transition Plan for RITBA review and approval. The Transition Plan shall describe the steps the Vendor will take to support transition of the Vendor’s Services in two specific situations as follows:

1. **Vendor Assisted Transition of Operations:**
   This component of the Transition Plan shall describe the approach the Vendor shall take to support the start-up of back office operations by a Successor. The Vendor’s plan shall include a timeline for supporting the start-up of such an effort, the lead times required
by the Vendor, the Vendor resources required, and any assumptions underlying the resource estimates.

2. **Vendor Assisted Transition to Another Service Provider upon Notification from RITBA of its Intent to Terminate the Contract:**
   This component of the Transition Plan shall describe the steps the Vendor will take to transition back office operations to another entity upon receiving notification from RITBA. This plan shall include a detailed outline of the phase-out period, the time period during which equipment or Systems will be removed or Services terminated, due to Contract termination. The period of transition shall not exceed six (6) months and shall include planning, documentation, Data migration, training, and completion of the transition.

   The plan shall describe how the Vendor will meet with replacement Staff or Vendors to facilitate handover of all RITBA Customer and financial data maintained in the System and any other information and property of RITBA. The plan shall demonstrate how the Vendor will ensure there are no disruptions to back office operations, or to the System at all times and at all locations during phase-out.

   RITBA may instruct the Vendor to modify the Transition Plan from time to time to ensure this provision for seamless operations is met. The Vendor will update its Transition Plan as appropriate and resubmit it for review and approval by RITBA annually or after material changes in the Vendor’s System, architecture, location(s), or operations (including contracted Services).

### 9.2 Suspension of Operations – Vendor Unavailable

The Vendor shall meet the following Requirements for suspension of operations due to events such as bankruptcy, receivership, liquidation, or similar financial restructuring event which prevent the Vendor from performing the Services required under the Contract.

#### 9.2.1 Suspension of Operations Requirements

In the event that the Vendor is unable to provide the Services required under the Contract, The Vendor shall meet the following Requirements for suspension of operations based on direction from RITBA:

1. RITBA shall have full and immediate access to all operations related data, transponder inventory, and any other RITBA owned asset.

2. RITBA shall have full access to all System (Hardware, Software, and communications networks), policies, procedures, and Staff related to Priority 1 functions within 24 hours as defined previously in this Section.
3. RITBA shall have access to all System (Hardware, Software, and communications networks), policies, procedures, and Staff related to Priority 2 functions within five (5) Business Days.

4. RITBA shall have access to all System (Hardware, Software, and communications networks), policies, and procedures related to Priority 3 functions within thirty (30) Calendar Days.

9.2.1.1 Suspension of Operations Plan
Per the Vendor’s Schedule, the Vendor shall develop, submit, and obtain RITBA Approval of a Suspension of Operations Plan. This Suspension of Operations Plan shall describe the steps the Vendor has taken to support transition of the Vendor’s Services in the event of an unplanned termination or significant disruption of the Vendor’s Services due to bankruptcy, receivership, liquidation or other suspension of the Vendor’s business operations. The Suspension of Operations Plan shall:

1. Document the steps the Vendor will take to protect RITBA from the impact of an unplanned termination or significant disruption in the Vendor’s normal business Operations. The goal of this plan is to ensure that RITBA can continue to provide the level of Services required under the Contract or resume Operations with minimal impact to its Customers and no loss of tolling revenue.

2. Provide RITBA various options for maintaining continuity of Operations in the event of a significant disruption.

3. Detail how the Vendor shall operationally implement its approach to mitigating RITBA’s risk of interruption to tolling Operations and revenues in the event of the termination of or significant disruption to the Vendor’s business Operations.

Based on the specific approach to back offices services and the Back Office System implemented by the Vendor, the Vendor shall document their approach to meeting this requirement. Examples of potential approaches could include:

1. Hosting the System in a third-party operated Data center with contracted terms and conditions that allow RITBA to take over payment for System operations in the event of the termination of the Vendor’s business Operations.

2. Hosting the System at a third-party operated data center and contracting for a hot site with another third-party to mitigate the impacts to RITBA from business disruptions to either the Vendor or its hosting subcontractor.

3. Daily back up of the System database for which RITBA would have the Data mapping required to migrate the Data to another provider.

4. Vendor granting or assigning to RITBA the right to assume all or a portion of the Licenses and subcontracts, respectively, required to perform the contractual Back Office Services upon disruption of the Vendor’s services.
The Vendor will update its Suspension of Operations Plan as appropriate and resubmit it for review and Approval by RITBA annually or after material changes in the Vendor’s System(s), architecture, location(s), or operations (including contracted Services).

10 ATTACHMENTS

Attachment A – Key Staff Resumes
Attachment B – Cost Proposal Form
Attachment C – Current RITBA Business Rules
Attachment D – TCS Host to E-ZPass Back Office Interface Control Document
ATTACHMENT A

Key Staff Resumes
ATTACHMENT B

Cost Proposal Form
<table>
<thead>
<tr>
<th>Item</th>
<th>Account Management System</th>
<th>Cost Basis</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total 5 Yr. Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Deployment Cost. Includes all Design, Development, Implementation, Testing, Training, Data Migration, Operational Transition, Marketing Materials and Applications.</td>
<td>Lump Sum</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Fixed Monthly Costs including IAG Reciprocity Activities (Up to 75,000 accounts)</td>
<td>Monthly Fixed Price</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Monthly Per Account Charge for Accounts in Excess of 75,000 through 100,000 Active Accounts (measured on the 15th day of the month).</td>
<td>Monthly Account Fee (Units of 5000)</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Monthly Per Account Charge for Accounts in Excess of 100,000 through 125,000 Active Accounts (measured on the 15th day of the month).</td>
<td>Monthly Account Fee (Units of 5000)</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Monthly Per Account Charge for Accounts in Excess of 125,000 through 150,000 Active Accounts (measured on the 15th day of the month).</td>
<td>Monthly Account Fee (Units of 5000)</td>
<td></td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Monthly Per Account Charge for Accounts in Excess of 150,000 Active Accounts (measured on the 15th day of the month).</td>
<td>Monthly Account Fee (Units of 5000)</td>
<td></td>
<td>60</td>
<td></td>
</tr>
</tbody>
</table>

### Violations Processing

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Basis</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total 5 Yr. Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>VPC Deployment Cost</td>
<td>Lump Sum</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Fixed Monthly Costs (Up to 5,000 I-Tolls and 5,000 Toll Violations)</td>
<td>Monthly Fixed Price</td>
<td></td>
<td>60</td>
</tr>
</tbody>
</table>

### Estimated Pass-Through Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Basis</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total 5 Yr. Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Banking Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Postage Estimate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Credit Card Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>DMV Lookup Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position/Title</td>
<td>Hourly Rate (Initial Term)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 1</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 2</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 3</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 4</td>
<td>$</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT C

RITBA Business Rules
<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>100.00</td>
<td>Ownership of Accounts</td>
<td>Accounts should be assigned to Rhode Island (short name is RI)</td>
<td></td>
</tr>
</tbody>
</table>
| 100.01 | Agency Assignment | - web enrollment to RI by default  
- RI walk-in center has only one agency option  
- mail in to Newark is shared; there they must switch agency based on application. The CSR will select RI as the agency.  
On the web, ACS to provide routing of out of state customers to appropriate agency. Will route by state of residence first and by roads traveled if applicant's state does not offer E-ZPass |  |
| 101.00 | Account Establishment Methods | E-ZPass accounts may be opened/closed via US Mail. Paper application will be processed through the System data entry process. |  |
| 101.01 | Paper Application (Mail In) | E-ZPass accounts may be opened via telephone by talking to a live agent. Details: 
Phone enrollment will be provided in TSC. IVR prompt to enroll with interaction with CSR will be provided. Phone enrollment is a CSR function only (because the type of information needed to enroll is not easily integrated to the IVR). Phone enrollment will include on line CC verification during call, account number assignment and communication to customer. Limited to credit card customers only. Tag will be assigned through batch tag assignment and mailed to the customer along with an Account Profile. Customer must sign and return credit card authorization notice portion of Account Profile within 20 days to authorize automatic replenishment. Failure to return authorization with result in account being converted to a cash account. |  |
| 101.02 | Telephone | E-ZPass accounts may be opened/closed via walk-in at storefront locations. Details: 
All walk in POS terminals will have credit card processing capability. POS terminals will have receipt printers and check endorsers as part of configuration. All transaction types will be accepted. |  |
| 101.03 | Walk-In | E-ZPass accounts may be opened via Internet. Details: 
Online enrollment will be supported for private accounts only and limited to credit card customers. The statement method will default to email. Customers will receive their account number after enrollment is complete via the standard System popup message that displays the account number; email confirmation is not required. Tag assignment will be completed the following business day through batch tag assignment. |  |
<p>| 101.04 | Web | E-ZPass accounts may be opened via Fax. RITBA will use the current TSC fax number. And/or RITBA Fax # |  |</p>
<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>101.06</td>
<td>Profiles</td>
<td>A printed profile is provided upon enrollment. This lists account information and assigned devices. The format is specific to the account type.</td>
<td></td>
</tr>
<tr>
<td>102.00</td>
<td>How to Request an Application</td>
<td></td>
<td></td>
</tr>
<tr>
<td>102.01</td>
<td>Walk In</td>
<td>At Walk-In locations applications will be accepted and tags will be issued for private accounts. Tags will not be active immediately, requiring between 24 and 48 hours to be activated. Business accounts may be opened; however, tags may be issued via mail; this is subject to volume requirements and capability of Walk-In at time of order. Details: Walk in customers will receive full service and account will be opened. Applications requested for distribution at facilities other than customer service centers (bridges, administration offices, etc.) will be available upon request.</td>
<td></td>
</tr>
<tr>
<td>102.02</td>
<td>Mail In</td>
<td>Mail in requests via correspondence will be processed and an application will be mailed to the customer.</td>
<td></td>
</tr>
<tr>
<td>102.03</td>
<td>FAX In</td>
<td>Automatic fax back via IVR interface will not be provided as a method of delivering applications. Customers requesting CSR to fax an application will be fulfilled on an individual basis.</td>
<td></td>
</tr>
<tr>
<td>102.04</td>
<td>Phone In</td>
<td>Requests for applications via phone call will be fulfilled based on customer request.</td>
<td></td>
</tr>
<tr>
<td>102.05</td>
<td>Web</td>
<td>Applications are available on the web in a PDF format which the customer can download, complete and mail to the CSC. Customers can also request an application be mailed to their address. On line enrollment is also available for private accounts as described above in the Account Establishment section. Application PDF’s for all account types (private, business) will be available online.</td>
<td></td>
</tr>
</tbody>
</table>
### 103.00 Enrollment Requirements

<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>103.01</td>
<td>Demographics - Private Accounts</td>
<td>Required fields are first and last name, street address, city; state, zip code, pin and day phone number. Optional fields are: phone (evening, fax, cell) and middle initial. A PIN will be assigned if not provided by the customer.</td>
<td></td>
</tr>
<tr>
<td>103.02</td>
<td>Demographics - Business Accounts</td>
<td>Required fields are business contact; business name, street address, city, state, zip code and PIN. Optional fields: phone (day, evening, fax, cell), middle initial. A PIN will be assigned if not provided by the customer.</td>
<td></td>
</tr>
<tr>
<td>103.03</td>
<td>PIN/Password</td>
<td>PIN is a four digit numeric and Password can be a string of four alpha/numeric characters. PIN is required on the IVR for account access and update. PIN is used by CSR to verify identity of customers. Password is used for account access and updates on the Web. PIN/Password reminder can be requested from the Web or through the CSC and a PIN/Password reminder letter will be mailed/emailed to the customer.</td>
<td></td>
</tr>
<tr>
<td>103.04</td>
<td>Signature</td>
<td>Paper applications must have a signature. Application will be returned to customer if there is no signature on the application. Signature is not required for phone and web enrollments. Web authorization will be by submitting application. Phone authorization will be by customer signing and returning credit card authorization notice portion of Account Profile within 20 days to authorize automatic replenishment. Failure to return authorization with result in account being converted to a cash account.</td>
<td></td>
</tr>
<tr>
<td>103.05</td>
<td>Vehicles</td>
<td>Vehicles are a mandatory field for enrollment. Customers will be strongly encouraged to enroll vehicles. This helps in reducing customer violations. Vehicle data capture includes: state, plate, make and model. Number of license plates registered on a customer account is not limited.</td>
<td></td>
</tr>
<tr>
<td>103.06</td>
<td>Vehicle Class</td>
<td>Vehicle class needs to be captured when vehicle is added to the system. This determines the type of tag required for the vehicle. The toll system terminology is axle-based.</td>
<td></td>
</tr>
<tr>
<td>103.07</td>
<td>Vehicle Types</td>
<td>Vehicle type is required field and is the appropriate IAG class code. Future software should support plate typing.</td>
<td></td>
</tr>
<tr>
<td>103.08</td>
<td>Email Address</td>
<td>E-mail address will be captured in the System and required for web enrollment and requested during phone enrollment.</td>
<td></td>
</tr>
<tr>
<td>103.09</td>
<td>Swapping Tags Between Vehicles</td>
<td>Customers are allowed to swap their tag from one vehicle to another, as long as the vehicles are the same class. All vehicle registrations that the tag will be used on must be disclosed when the account is opened.</td>
<td></td>
</tr>
</tbody>
</table>

### 104.00 Account Types

<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>104.01</td>
<td>Private (Pre-Paid)</td>
<td>Individual accounts with 4 or fewer tags/vehicles.</td>
<td></td>
</tr>
<tr>
<td>104.02</td>
<td>Business (Pre-Paid)</td>
<td>Business entity accounts can have more than 4 tags and vehicles. Business name and contact person are required fields.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>105.00</td>
<td>Agency Plans</td>
<td><strong>Basic Plan - Private</strong>&lt;br&gt;The System will assign a basic private plan to all accounts. This is a standard method of account opening - no discounts need to be associated with the plan. <strong>All Class 1 vehicles will be charged $4; Class 2, 3, 4, &amp; 5 will be charged the cash rate of $2.00 per axle.</strong></td>
<td>The class and toll rate will be applied by TCS and send to Back Office.</td>
</tr>
<tr>
<td>105.01</td>
<td>Basic Plan - Business</td>
<td><strong>Basic Plan - Business</strong>&lt;br&gt;The System will assign a basic business plan to all accounts. This is a standard method of account opening - no discounts need to be associated with the plan. <strong>All Class 1 vehicles will be charged $4.00; Class 2, 3, 4, &amp; 5 will be charged the cash rate of $2.00 per axle.</strong></td>
<td>The class and toll rate will be applied by TCS and send to Back Office.</td>
</tr>
<tr>
<td>105.02</td>
<td>RITBA Resident Discount Plan</td>
<td><strong>RITBA Resident Discount Plan</strong>&lt;br&gt;(Rhode Island Residents Only)&lt;br&gt;Tag specific Plan: Discounted fare is <strong>$0.83</strong> for all 2 axle passenger vehicles under 7,000 lbs (Class 1 vehicles; IAG 72, 136, 200, 201, 264, 265, 328, 329, 392, 393, 456, 457, 520, 521).&lt;br&gt;Customer must present acceptable proof or residency to the Satellite CSC or back-office.</td>
<td>The Back Office will send a tag file with the Resident Plan to TCS; Class and discounted toll rate will be applied by TCS and sent back to the Back Office.</td>
</tr>
<tr>
<td>105.03</td>
<td>Basic Non Revenue Plan (Funded and Non-Funded) - (State Agencies (Governor, Executive Council, Senate)</td>
<td>All transponders under this account get free passage and will be valid only at RITBA plaza. The customer will not be able to maintain a balance on the account, and will not be allowed to travel on away agency toll roads. A basic revenue plan will not be allowed on a non-revenue account.</td>
<td>Currently only 1 Non-Revenue Account for RITBA vehicles.</td>
</tr>
<tr>
<td>105.06</td>
<td>RI6TRIP</td>
<td>Tag Specific Plan: Provides 6 trips to be taken within 30 days, providing a discounted rate of .91 center per trip. Upon completion of cycle any unused trips will be charged to the account. Only available to class I vehicles with a RI transponder.</td>
<td></td>
</tr>
<tr>
<td>105.07</td>
<td>RIUNL</td>
<td>Tag Specific Plan: Provides unlimited trips within a 30 day cycle on the Newport Bridge with a prepaid cost of $40.00. Customer must be on automatic replenishment and is only available to Class I vehicles.</td>
<td></td>
</tr>
<tr>
<td>105.08</td>
<td>RIPTA</td>
<td>Account Specific Plan: Provides $.25/axle charge on all RIPTA busses.</td>
<td></td>
</tr>
<tr>
<td>106.00</td>
<td>Account Status</td>
<td><strong>Active</strong>&lt;br&gt;All accounts that are not set to closed pending remain in an active account status. Transponders can be invalid even though account status is active. Please refer to Account Financial Status section 107.00.</td>
<td></td>
</tr>
<tr>
<td>106.01</td>
<td>Closed Pending</td>
<td>Accounts will only be closed when balance is zero and all transponders are returned or removed from account through forfeiture.</td>
<td></td>
</tr>
<tr>
<td>107.00</td>
<td>Account Financial Status</td>
<td><strong>Good</strong>&lt;br&gt;Active status (financial status) is used when the account balance is greater than the replenishment threshold. Tag status is valid. Cash/Check = 50% of Replenishment. CC = Always valid in lane. Patrons will see a &quot;EZPASS THANK YOU&quot; message in the lane.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-----</td>
<td>--------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>107.02</td>
<td>Low Balance</td>
<td>Low balance financial status is used when the account balance is less than the replenishment threshold amount but greater than the zero balance threshold (zero balance threshold will be $5.00). Tag status is LOW - patron display should be low balance. This affects only Cash or Check customers. Display Low Balance for check/cash customers. Message In Lanes will display: Valid E-ZPass Transaction = &quot;EZPASS THANK YOU&quot; Low Balance Transaction = &quot;EZPASS LOW BAL&quot; Invalid/Lost/Stolen Transaction = &quot;CALL EZ PASS&quot; No Valid Tag Read = &quot;CALL EZ PASS&quot; Class Mismatch = displays according to tag/account status above</td>
<td></td>
</tr>
<tr>
<td>107.03</td>
<td>Zero</td>
<td>Zero financial status is used when the account balance is less than the zero balance threshold. Tag status is INVALID - an in-lane transaction will result in a violation. This affects only cash or check customers. Zero balance threshold = $5.00 Transactions will be violations. Customers (cash and check) should receive notification via patron in lane displays. A low balance message will be displayed to customers before they reach zero balance to provide sufficient time to replenish. Zero Balance customers will be Violators and the customer will be informed via violation notices. Messages in Lanes will be: Valid E-ZPass Transaction = &quot;EZPASS THANK YOU&quot; Low Balance Transaction = &quot;EZPASS LOW BAL&quot; Invalid/Lost/Stolen Transaction = &quot;CALL EZ PASS&quot; No Valid Tag Read = &quot;CALL EZ PASS&quot; Class Mismatch = displays according to tag/account status above</td>
<td></td>
</tr>
<tr>
<td>109.00</td>
<td>Quarterly Evaluation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Rhode Island Turnpike and Bridge Authority  
E-ZPass Back Office Services  
Current Back Office Business Rules (Attachment C)

<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>109.01</td>
<td>Quarterly Evaluation - Private Account 1</td>
<td>1) Quarterly evaluation for private account customers runs 35 days after</td>
<td>Customer now receive by email as first option.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the first toll is posted on the account and every 90 days thereafter.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.) Use average 30 days of tolls from last 90 days for calculating new rebill</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and threshold amount.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.) Rebill and threshold amounts are adjusted for both increases and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>decreases.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.) Statement shows current rebill amount.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.) Customers with increases receive notification by letter/and or email.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Customers with decreases do not receive special notification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.) Variance tolerance is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>IF INCREASE is by more than 20% AND more than $5 THEN adjust rebill</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>amount rounded to nearest $10.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>IF DECREASE is by more than 40% THEN adjust rebill amount rounded to</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>nearest $10.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.) All fees and tolls will be considered when completing the quarterly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>evaluation calculation. Non Toll transactions that directly reduce the Pre</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Paid Toll Balances are included in Quarterly Evaluation. Exclude other non-</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>toll activity from quarterly evaluation.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.) Manual over-ride by Supervisory CSR's available for replenishment and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>threshold amounts for adjustments above the minimum replenishment set by</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>the system.</td>
<td></td>
</tr>
<tr>
<td>109.02</td>
<td>Quarterly Evaluation - Business Account</td>
<td>1) Quarterly evaluation for business account customers run 35 days after</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>account opening and every 90 days thereafter.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.) Use average 45 days of tolls from last 90 days for calculating new rebill</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>and threshold amount.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.) Rebill and threshold amounts are adjusted for both increases and</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>decreases.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.) All customer statements show current rebill amount.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5.) Customers with increases receive notification by letter. Customers with</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>decreases do not receive special notification.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6.) Variance tolerance is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>IF INCREASE is by more than 20% AND more than $5 THEN adjust rebill</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>amount rounded to nearest $10.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>IF DECREASE is by more than 40% THEN adjust rebill amount rounded to</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>nearest $10.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7.) Manual over-ride of replenishment and threshold amounts available by</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Supervisory CSR's for adjustments above the minimum replenishment set by</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>the system.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>8.) All fees charged to an account will be considered when quarterly</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>evaluation is completed.</td>
<td></td>
</tr>
<tr>
<td>110.00</td>
<td>Account Financials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>110.01</td>
<td>Prepaid Toll (PPTL) - PRIVATE</td>
<td>Minimum account opening balance -- The minimum deposit to an E-ZPass</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>private account will be $25.00 per transponder.</td>
<td></td>
</tr>
<tr>
<td>110.02</td>
<td>Prepaid Toll (PPTL) - BUSINESS</td>
<td>Minimum account opening balance -- The minimum deposit to an E-ZPass</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>business account will be $25.00 per transponder.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>------</td>
<td>-------------------</td>
<td>---------------------------------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>110.03</td>
<td>Tag Deposit - PRIVATE</td>
<td>There will be no tag deposit for private accounts. Customers will purchase their transponders.</td>
<td></td>
</tr>
<tr>
<td>110.04</td>
<td>Tag Deposit - BUSINESS</td>
<td>There will be no tag deposit for business accounts. Customers will purchase their transponders.</td>
<td></td>
</tr>
<tr>
<td>110.04a</td>
<td>Tag Deposit - NON-REV</td>
<td>None. All transponders are free to Non-Rev customers.</td>
<td>Currently only 1 Non-Revenue Account for RITBA vehicles.</td>
</tr>
<tr>
<td>110.05</td>
<td>Rebill Threshold - PRIVATE</td>
<td>Account balance threshold that initiates an automatic charge up of a passenger account is: <strong>50%</strong> rebill amount for cash/check customers and <strong>$10.00</strong> or <strong>25%</strong> of rebill amount for credit card customers. This threshold is per account, not per tag.</td>
<td></td>
</tr>
<tr>
<td>110.06</td>
<td>Rebill Threshold - BUSINESS</td>
<td>Account balance threshold that initiates an automatic charge up of a business account is: <strong>50%</strong> rebill amount for cash/check customers and <strong>$10.00</strong> or <strong>25%</strong> of rebill amount for credit card customers. This threshold is per account, not per tag.</td>
<td></td>
</tr>
<tr>
<td>110.07</td>
<td>Rebill Amount - PRIVATE</td>
<td>The minimum automatic replenishment amount for a private account will be <strong>$25.00</strong> per transponder; <strong>there is a $1.00 minimum one-time payment amount required for manual replenishments via web or IVR.</strong></td>
<td></td>
</tr>
<tr>
<td>110.08</td>
<td>Rebill Amount - BUSINESS</td>
<td>The minimum automatic replenishment amount for a business account will be <strong>$25.00</strong> per transponder; <strong>there is a $1.00 minimum one-time payment amount required for manual replenishments via web or IVR.</strong></td>
<td></td>
</tr>
<tr>
<td>110.09</td>
<td>CC Decline</td>
<td>A second CC is wanted. Details: 1) The System provides the capability of storing <strong>two</strong> credit cards on an account - a primary and secondary card. Customers are not required to submit a secondary card. 2) Declines received from the processor will be categorized as hard and soft declines. Hard declines will not be resubmitted once received. A hard decline will result in submission of the secondary card on file (if any) for rebill. 3) Hard declines will remove the credit card from the account, record it in history and continue processing. If a secondary card is on file, it will be submitted as the primary card as per standard business rules. (primary/secondary card submissions cannot be handled using different rules). If a secondary card is not on file, the account will be charged to cash rebill method and will be subject to all associated business rules. 4) Soft declines will be processed based on two rebill attempts. After the second soft decline the account will be charged to cash rebill method and will be subject to all associated business rules. 5) Communication failures or bank processing problems are not considered declines - soft or hard. Declines are only updated when the bank returns a decline code in the response file.</td>
<td></td>
</tr>
<tr>
<td>110.10</td>
<td>CC Decline - Tag Deposit</td>
<td>Tag deposit rules do not apply based on Tag Sales.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>110.12</td>
<td>Payment Methods</td>
<td>The RI CSC will accept MasterCard, Visa, American Express and Discover. Automatic method of account replenishment: Customers will be afforded the ability to sign up for an automatic account replenishment feature (accounts backed by major credit cards).</td>
<td></td>
</tr>
</tbody>
</table>
| 110.13a| Tag Sale - PRIVATE | Cost to the public for private transponders, up to 4 per passenger account:  

$20.95 for transponder (flat pack interior)  
$33.04 for transponder (license plate transponder)  
$33.04 for transponders (roof mount)  
Tag prices subject to change at some future time. |        |
| 110.13b| Tag Sale - BUSINESS | Cost to the public for Business transponders, unlimited  

$20.95 for transponder (flat pack interior)  
$33.04 for transponder (license plate transponder)  
$33.04 for transponders (roof mount)  
Tag prices subject to change at some future time. |        |
<p>| 110.13c| Tag Sale - NON-REV | All non-rev transponders are provided free of charge.                                                                                                                                                  | Currently only 1 Non-Revenue Account for RITBA vehicles. |</p>
<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>111.00</td>
<td>Account Fees</td>
<td>Account Maintenance fee has been removed as part of the initial E-ZPass requirements.</td>
<td>Add a configurable monthly account maintenance fee, initially set to $0.00.</td>
</tr>
<tr>
<td>111.01</td>
<td>Account Maintenance Fees</td>
<td>Customers will be charged the amounts and fees allowed under RSA 6: 11-a. The fee is $25.00 ($25.00 return check fee).</td>
<td></td>
</tr>
<tr>
<td>111.03</td>
<td>Returned Check Fee</td>
<td>Cost to produce special request paper statements: Customers will be provided a free paper statement quarterly for the first year. After the first year, there will be a monthly cost of $1.00 for private accounts and $2.00 for business accounts. This will be at the time the statement is generated at the beginning of year 2. Customers will have to opt-out, not opt-in to stop statements and statement charges.</td>
<td></td>
</tr>
<tr>
<td>111.03a</td>
<td>Statement Fee</td>
<td>There is only a charge if there is toll activity.</td>
<td></td>
</tr>
<tr>
<td>111.03b</td>
<td>E-mail Statement Fee</td>
<td>There is no cost to send out e-mail monthly statements. Electronic statements are free at all times.</td>
<td></td>
</tr>
<tr>
<td>111.03c</td>
<td>CD Statement Fee</td>
<td>Offered to business customers only</td>
<td></td>
</tr>
<tr>
<td>111.04</td>
<td>Lost Or Stolen transponders - Private</td>
<td>Toll charges will be waived for transponders reported lost or stolen if reported to the CSC within 5 days. Replacement for the lost or stolen transponders will be charged according to the transponder pricing schedule documented in 110.13a.</td>
<td></td>
</tr>
<tr>
<td>111.04a</td>
<td>Lost Or Stolen transponders - Business</td>
<td>Sold tags are not replaced unless they test as &quot;return defective&quot;. In this scenario they are replaced at no cost if within the warranty period. The System will charge the purchase price associated with the tag pricing schedule.</td>
<td></td>
</tr>
<tr>
<td>111.04b</td>
<td>Lost Or Stolen transponders - Non-Rev</td>
<td>There will be no replacement tag charge for a lost/stolen non-rev tag.</td>
<td></td>
</tr>
<tr>
<td>111.05</td>
<td>Damaged Tags - Private</td>
<td>Sold tags are not replaced unless they test as &quot;return defective&quot;. In this scenario they are replaced at no cost if within the warranty period. The System will charge the purchase price associated with the tag pricing schedule.</td>
<td></td>
</tr>
<tr>
<td>111.05a</td>
<td>Damaged Tags - Business</td>
<td>Sold tags are not replaced unless they test as &quot;return defective&quot;. In this scenario they are replaced at no cost if within the warranty period. The System will charge the purchase price associated with the tag pricing schedule.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>111.05b</td>
<td>Damaged Tags - Non-Rev</td>
<td>There will be no replacement tag charge for a damaged non-rev tag.</td>
<td>Currently only 1 Non-Revenue Account for RITBA vehicles.</td>
</tr>
<tr>
<td>111.05d</td>
<td>Defective Tags - Private</td>
<td>Defective tags will be replaced free of charge during the first five years the tag is on the account.</td>
<td></td>
</tr>
<tr>
<td>111.05c</td>
<td>Defective Tags - Business</td>
<td>Defective tags will be replaced free of charge during the first five years the tag is on the account.</td>
<td></td>
</tr>
<tr>
<td>111.08</td>
<td>Charge Backs - CC</td>
<td>Charge backs that result in an unfavorable decision (customer receives credit) will be reversed on the account by the Finance Department upon notification.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>112.00</td>
<td>Types of Payments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>112.01</td>
<td>Check</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>112.02</td>
<td>Cash</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>112.03</td>
<td>Money Order</td>
<td>Money Orders will be processed as check payment.</td>
<td></td>
</tr>
<tr>
<td>112.04</td>
<td>Debit Card</td>
<td>Debit cards using ACH will not be accepted. Debit cards endorsed by a major credit card will be accepted.</td>
<td></td>
</tr>
<tr>
<td>112.05</td>
<td>Master card, Visa, American Express, Discover</td>
<td>CC Processor will be CMS using Clear Commerce via ACS. ACS will be responsible for securing a contract with CMS for rebill activity as well as setting up credit agreements with each of the credit card companies. ACS will negotiate monthly settlements. ACS will invoice RITBA for credit card fees on a monthly basis to replenish the credit card account for these fees.</td>
<td></td>
</tr>
<tr>
<td>112.06</td>
<td>ACH</td>
<td>Automatic Clearing House (ACH) transactions will not be accepted by RITBA CSC.</td>
<td></td>
</tr>
<tr>
<td>113.00</td>
<td>Credit Card Expiration Process</td>
<td></td>
<td></td>
</tr>
<tr>
<td>113.01</td>
<td>Customer Notification</td>
<td>Since a valid expiration date is required to process a credit card, the System notifies customers when credit cards are about to expire. CC Expiration date letters will be mailed/ or or emailed 25 days prior to card expiration date on file.</td>
<td></td>
</tr>
<tr>
<td>115.00</td>
<td>Customer Statements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>115.01</td>
<td>Statement Frequency - PRIVATE</td>
<td>Each customer will receive a free quarterly account statement (paper) for the first year that the account is active. After the first year of operation, paper statements will be considered special requests, for which fees will be assessed. See Account Fees - Statement Fees above.</td>
<td></td>
</tr>
<tr>
<td>115.02</td>
<td>Statement Frequency - BUSINESS</td>
<td>Same as PRIVATE (above).</td>
<td></td>
</tr>
<tr>
<td>115.04</td>
<td>Statement Eligibility/Timing</td>
<td>Based on anniversary date of account opening.</td>
<td></td>
</tr>
<tr>
<td>116.00</td>
<td>Statement delivery methods</td>
<td></td>
<td></td>
</tr>
<tr>
<td>116.01</td>
<td>Private Accounts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>116.02</td>
<td>E-mail</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>116.03</td>
<td>Mail</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>116.04</td>
<td>Business Accounts</td>
<td></td>
<td></td>
</tr>
<tr>
<td>116.05</td>
<td>E-Mail</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>116.06</td>
<td>CD</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>116.07</td>
<td>Mail</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>117.00</td>
<td>Dispute Resolution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>117.01</td>
<td>Disputed Toll Resolution</td>
<td>The CSC will handle disputed RI toll charges on a case-by-case basis. The CSC will not reverse a toll charge from another state without authorization from the respective CSC. Monthly reports of disputed tolls will be tracked by the CSC. Disputed tolls may only be contested for the past 120 days, which is the standard IAG dispute policy. IAG policy states that the approval to reverse toll charges must be in writing.</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-----</td>
<td>----------</td>
<td>---------------</td>
<td>--------</td>
</tr>
<tr>
<td>119.00</td>
<td>BACK OFFICE BUSINESS RULES</td>
<td>Overview of E-Z Pass Rhode Island and introduction to major sections of the web site. On the web, ACS to provide routing of out of state customers to appropriate agency. Will route by state of residence first and by roads traveled if applicant's state does not offer E-ZPass.</td>
<td>WEB</td>
</tr>
<tr>
<td>119.01</td>
<td>FUNCTION</td>
<td>Home Page</td>
<td>WEB</td>
</tr>
<tr>
<td>119.02</td>
<td>FUNCTION</td>
<td>Sign Up Now!</td>
<td>WEB</td>
</tr>
<tr>
<td>119.03</td>
<td>FUNCTION</td>
<td>Select Facility Pop-up</td>
<td>WEB</td>
</tr>
<tr>
<td>119.04</td>
<td>FUNCTION</td>
<td>Terms &amp; Conditions</td>
<td>WEB</td>
</tr>
<tr>
<td>119.05</td>
<td>FUNCTION</td>
<td>Online Application</td>
<td>WEB</td>
</tr>
<tr>
<td>119.06</td>
<td>FUNCTION</td>
<td>Thank You</td>
<td>WEB</td>
</tr>
<tr>
<td>119.07</td>
<td>FUNCTION</td>
<td>Download &amp; Print Application</td>
<td>WEB</td>
</tr>
<tr>
<td>119.08</td>
<td>FUNCTION</td>
<td>Request Mail Application</td>
<td>WEB</td>
</tr>
<tr>
<td>119.09</td>
<td>FUNCTION</td>
<td>Thank You</td>
<td>WEB</td>
</tr>
<tr>
<td>119.10</td>
<td>FUNCTION</td>
<td>Check Your Account</td>
<td>WEB</td>
</tr>
<tr>
<td>119.11</td>
<td>FUNCTION</td>
<td>E-Z Pass Info</td>
<td>WEB</td>
</tr>
<tr>
<td>119.12</td>
<td>FUNCTION</td>
<td>Benefits</td>
<td>WEB</td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>------</td>
<td>----------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------</td>
</tr>
<tr>
<td>119.13</td>
<td>How It Works</td>
<td>Overview of E-Z Pass functionality and how it is used.</td>
<td></td>
</tr>
<tr>
<td>119.14</td>
<td>Download Applications &amp; Guidelines</td>
<td>Central repository for all forms and information, including Individual and</td>
<td>Currently there is no E-ZPass Guidebook.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Business Application Packages and E-Z Pass Guidebooks.</td>
<td></td>
</tr>
<tr>
<td>119.15</td>
<td>Account Types</td>
<td>List of basic account types available.</td>
<td></td>
</tr>
<tr>
<td>119.16</td>
<td>Participating Toll Facilities</td>
<td>Lists all regional facilities accepting E-Z Pass. Also includes a map of the</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>area. <a href="www.e-zpass.info/index4.htm">www.e-zpass.info/index4.htm</a> = IAG Map</td>
<td></td>
</tr>
<tr>
<td>119.17</td>
<td>Plan Types</td>
<td>Pages listing the various fees, discount information and plans.</td>
<td></td>
</tr>
<tr>
<td>119.18</td>
<td>Vehicles Requiring Exterior Tags</td>
<td>Details all vehicle makes and models requiring exterior tags. Will use</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>information included on NY E-ZPass web page. Permission granted by NYSTA.</td>
<td></td>
</tr>
<tr>
<td>119.19</td>
<td>Customer Service Center Location</td>
<td>Contact information for Rhode Island customer service. Include Map of turnpike</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>system.</td>
<td></td>
</tr>
<tr>
<td>119.20</td>
<td>Road &amp; Travel Conditions</td>
<td>Links to local weather forecasts and road advisories.</td>
<td></td>
</tr>
<tr>
<td>119.21</td>
<td>Terms &amp; Conditions</td>
<td>Links to Individual &amp; Business usage terms and conditions.</td>
<td></td>
</tr>
<tr>
<td>119.22</td>
<td>Individual Terms &amp; Conditions</td>
<td>Information on Individual usage terms and conditions.</td>
<td></td>
</tr>
<tr>
<td>119.23</td>
<td>Business Terms &amp; Conditions</td>
<td>Information on Business usage terms and conditions.</td>
<td></td>
</tr>
<tr>
<td>119.24</td>
<td>Hyperlinks</td>
<td>Links to related agency and business web sites.</td>
<td></td>
</tr>
<tr>
<td>119.25</td>
<td>Ask Us!</td>
<td>Informational page with Frequently Asked Questions.</td>
<td></td>
</tr>
<tr>
<td>119.26</td>
<td>About FAQs</td>
<td>General information about E-Z Pass</td>
<td></td>
</tr>
<tr>
<td>119.27</td>
<td>Account FAQs</td>
<td>Information on E-Z Pass accounts</td>
<td></td>
</tr>
<tr>
<td>119.28</td>
<td>Payment FAQs</td>
<td>Information on making account payments</td>
<td></td>
</tr>
<tr>
<td>119.29</td>
<td>Tag FAQs</td>
<td>Information on placing tags, etc.</td>
<td></td>
</tr>
<tr>
<td>119.31</td>
<td>Miscellaneous FAQs</td>
<td>Miscellaneous information</td>
<td></td>
</tr>
<tr>
<td>119.32</td>
<td>Contact Us</td>
<td>E-mail to RITBA to be answered by Satellite CSC. Web e-mail requests will</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>point to <a href="mailto:ezpass@ritba.org">ezpass@ritba.org</a> (client e-mail address).</td>
<td></td>
</tr>
<tr>
<td>NO.</td>
<td>CATEGORY</td>
<td>BUSINESS RULE</td>
<td>STATUS</td>
</tr>
<tr>
<td>-----</td>
<td>----------</td>
<td>---------------</td>
<td>--------</td>
</tr>
<tr>
<td>IVR</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>FUNCTION</th>
<th>DESCRIPTION</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>120.01</td>
<td>Account Balance</td>
<td>Enables the user to gain access to their current account balance.</td>
<td></td>
</tr>
<tr>
<td>120.02</td>
<td>Recent Payment Information</td>
<td>Enables the user to gain access to their recent payment information.</td>
<td></td>
</tr>
<tr>
<td>120.03</td>
<td>Update Credit Card Expiration Date</td>
<td>Allows the customer to call and update the expiration date for the primary and secondary (if added) credit card on the account.</td>
<td></td>
</tr>
<tr>
<td>120.04</td>
<td>Update / Change PIN#</td>
<td>With this feature the customer can change the PIN number on their account. In order to change the PIN the customer must already know the current PIN before making the change. Should the customer not know the PIN they must speak with a CSR at which point the CSR will send out a PIN reminder to the customer.</td>
<td></td>
</tr>
<tr>
<td>120.05</td>
<td>Request Additional Supplies</td>
<td>This feature allows the customer to request additional Velcro strips and/or static shield bags at no additional cost.</td>
<td></td>
</tr>
<tr>
<td>120.06</td>
<td>Request Additional Tags</td>
<td>The Request Tags feature allows the customer to order additional tags to their account with out having to speak to a customer service representative.</td>
<td></td>
</tr>
<tr>
<td>120.06</td>
<td>Deactivate Lost/Stolen Tags</td>
<td>This feature allows a customer to alert the E-ZPass system that a tag on the account has either been lost or stolen. When the customer chooses this option that tag may no longer be used if it is found without contacting the CSC. If the tag is found the customer must call back or come to one of the walk in centers and find out the steps to get the tag reactivated.</td>
<td></td>
</tr>
<tr>
<td>120.07</td>
<td>Customer Service Center Locations</td>
<td>This feature allows the customer to get driving directions to the Customer Service Centers without having to speak with a CSR. Directions provided.</td>
<td></td>
</tr>
<tr>
<td>120.08</td>
<td>Contact Customer Service Center</td>
<td>When a customer chooses this option this will allow them to speak directly with a customer service representative.</td>
<td></td>
</tr>
<tr>
<td>120.09</td>
<td>Customer Service Center Mailing Addresses</td>
<td>This selection informs the customer of two Mailing PO Boxes to be used for a) Applications and Replenishment Payments b) Correspondence and Returned Tags.</td>
<td></td>
</tr>
</tbody>
</table>

**Miscellaneous**

<table>
<thead>
<tr>
<th>NO.</th>
<th>CATEGORY</th>
<th>BUSINESS RULE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>121.01</td>
<td>Class Mismatch Adjustments Posting</td>
<td>If AVC and AVI do not match, charge higher rate provided no degradation of file.</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D

TCS Host to E-ZPass Back Office

Interface Control Document
Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, RI 02835

Request for Proposals for
E-ZPass Back Office Services

Amendment #2
November 9, 2011

Amendment #2 shall consist of the following Items:

1. 11-8-11 Pre-Bid Presentation (attached)
2. 11-8-11 Pre-Bid Sign In Sheet (attached)
3. Proposal Format Requirements
4. Revised Schedule of Events
5. Clarification to RIVIP Bidder Certification Cover Form
Item 3 – Proposal Format Requirements

The following proposal format requirements shall be followed. These requirements are intended to provide additional clarification to the RFP. In the event of any inconsistency these requirements shall take precedence.

- Five (5) total printed copies shall be provide:
  - One (1) Original with signature(s)
  - Four (4) Copies
- Two (2) electronic copies in PDF.
- Page Limit of fifty (50) pages excluding, cover sheets, fly sheets, resumes, project schedule and forms.
- Page size of 8 ½ X 11, single sided, minimum 12pt font, margin limits of ½ inch excluding header and footer. 11 X 17 fold outs are permitted for graphics and project schedules.

Item 4 – Revised Schedule of Events

The following table shall replace Table 1 of the RFP in its entirety:

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>November 1, 2011</td>
</tr>
<tr>
<td>Pre-Bid Meeting RSVP</td>
<td>November 7, 2011</td>
</tr>
<tr>
<td>Mandatory Pre-Bid Meeting</td>
<td>November 8, 2011, 9:00 am</td>
</tr>
<tr>
<td>Questions Due</td>
<td>November 14, 2011, 5:00 pm</td>
</tr>
<tr>
<td>RITBA Response to Questions</td>
<td>November 18, 2011</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>November 30, 2011, 1:00 pm</td>
</tr>
<tr>
<td>Vendor Presentations and</td>
<td>December 12, 2011</td>
</tr>
<tr>
<td>Interview</td>
<td></td>
</tr>
<tr>
<td>Notice of Intent to Award</td>
<td>December 22, 2011</td>
</tr>
<tr>
<td>Notice-To-Proceed</td>
<td>January 3, 2012</td>
</tr>
<tr>
<td>Begin Back Office Operations</td>
<td>September 1, 2012</td>
</tr>
</tbody>
</table>

Item 5 - Clarification to RIVIP Bidder Certification Cover Form

The Bidder Certification Cover Form referenced on the RIVIP website is not a required submittal for this procurement.
Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, RI 02835

Request for Proposals for
E-ZPass Back Office Services

Amendment #3
November 18, 2011

Amendment #3 shall consist of the following Items:

1. Responses to Questions (Attached)
2. Sample Reports, Forms and FAQ’s
<table>
<thead>
<tr>
<th>Question No.</th>
<th>Reference No.</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Image Review</td>
<td>The quality of images processed at the CSC will be dependent on a camera solution provided by others. How do you ensure image quality?</td>
<td>The Authority will work with the ORT vendor to test the new camera-based violation enforcement system to ensure the accuracy and clarity of license plate images.</td>
</tr>
<tr>
<td>2</td>
<td>Vendor Presentation/Interview</td>
<td>Can the Vendor demonstrate their Back Office software product?</td>
<td>The proposed length of the interview is 1 hr. Vendors are encouraged to keep their presentations concise, with approx 30 mins for presentation and 30 mins for Q&amp;A.</td>
</tr>
<tr>
<td>3</td>
<td>Bank</td>
<td>What is the Authority’s Bank and Credit Card Merchant?</td>
<td>The Authority’s current bank for toll revenues is Bank of America. The current credit card merchant is Global Payment Services. The Authority is not wed to either of these providers.</td>
</tr>
<tr>
<td>4</td>
<td>Attachment A</td>
<td>Attachment A is currently blank. What is the intent of this?</td>
<td>Attachment A is intended to be an attachment in the Vendor’s proposal for Key Staff Resumes.</td>
</tr>
<tr>
<td>5</td>
<td>Due Date for Questions</td>
<td>Can the date of November 10, 2011 be extended?</td>
<td>Yes, the due date for questions due will be extended 5 days to November 14, 2011. Answers to questions will be provided on November 18, 2011.</td>
</tr>
<tr>
<td>6</td>
<td>Pricing</td>
<td>The incumbent has an implementation cost advantage over other vendors.</td>
<td>All incumbents have this advantage. The Vendor is encouraged to propose a cost-effective solution to implement a new Back Office system.</td>
</tr>
<tr>
<td>7</td>
<td>Remote AMS</td>
<td>Are there any restrictions on where the Remote AMS can be located?</td>
<td>There are no restrictions on the location of the Remote AMS.</td>
</tr>
<tr>
<td>8</td>
<td>Image review</td>
<td>Are there any restrictions on where the image review process can occur?</td>
<td>No. However, the Authority wishes to have the image review software installed on CSR workstations to perform supplemental image review as an option.</td>
</tr>
<tr>
<td>9</td>
<td>Attendance List</td>
<td>Will the attendance list be distributed to all attendees?</td>
<td>Yes, this will be distributed in Amendment #2.</td>
</tr>
<tr>
<td>10</td>
<td>Award Date</td>
<td>When is the contract award date?</td>
<td>The contract will be awarded at the Dec 22 board meeting.</td>
</tr>
<tr>
<td>11</td>
<td>Public Bid Opening</td>
<td>Will there be a public reading and tabulation of the bids on the day they are due?</td>
<td>Bids will be opened publicly in order to acknowledge who has responded. Bids will not be read publicly nor will the tabulations. See also Item 16 regarding proprietary information.</td>
</tr>
<tr>
<td>12</td>
<td>Pg 12, Sec 3.2.2, Para 2</td>
<td>How many full-time equivalents (FTEs) currently provide services at the Xerox/ACS center in New Jersey and the Satellite CSC in Rhode Island?</td>
<td>Currently at the Satellite CSC, there are a total of 6 people (M-F) including supervisor; 4 people (Saturday) including supervisor, excluding the CSC Operations Manager for a total of 210 hours/week. The Vendor shall estimate how many FTE’s they would need at the Remote AMS.</td>
</tr>
<tr>
<td>13</td>
<td>Pg 13, 3.2.4 Future Plans</td>
<td>Can the Authority please provide an approximate month/year that ORT will be operational and violation processing will begin?</td>
<td>Violation processing may begin as early as the 4th quarter of 2012 but may be more likely late winter/early spring of 2013.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14</td>
<td>Pg 14, Sec 4.1, Table 1</td>
<td>In order for the Authority to receive the most complete and cost-effective proposals, we respectfully request an extension of the due date to December 16. Official answers to questions, which can greatly affect the proposal and bid preparation, will not be available until November 15 and the schedule is further impacted by the Thanksgiving holiday the following week.</td>
<td>There will be no change to due date of November 30, 2011.</td>
</tr>
<tr>
<td>15</td>
<td>Page 15, Sec 4.3</td>
<td>Please clarify that the proposal is to be sent to the One East Shore Road address, and who the recipient should be. There is no address or recipient set forth above this section.</td>
<td>For FedEx, UPS or other similar carriers, proposals shall be sent to: Buddy Croft, Executive Director, Rhode Island Turnpike and Bridge Authority, One East Shore Road, Jamestown, RI 02835, Ph. 401-423-0800. For standard USPS mail delivery, proposals shall be sent to: Buddy Croft, Executive Director, Rhode Island Turnpike and Bridge Authority, P.O. Box 437, Jamestown, RI 02835.</td>
</tr>
<tr>
<td>16</td>
<td>Pgs 15-17, Sec 4.7, entire Sec</td>
<td>In order to fully discuss a proposer’s solution, it may be necessary to include certain information classified as proprietary and/or confidential trade secret. Please provide guidance on how the Authority would like this information to be designated.</td>
<td>Respondents are advised that all submissions (including those not selected) may be made available to the public on request upon completion of the process and award of a contract. Accordingly, any proprietary information included in the proposal that the respondent desires not to be disclosed should be clearly identified as such and segregated from the rest of the proposal.</td>
</tr>
<tr>
<td>17</td>
<td>Pg 17, 4.8</td>
<td>Will the Bond be released at the end of the deployment portion of the contract (Sept 2012)?</td>
<td>Yes.</td>
</tr>
<tr>
<td>18</td>
<td>Pg 18, Sec 4.13, Para 1-2</td>
<td>The page limit for Volume 1 is provided as 35 pages. As there are more than 80 pages of requirements in the Scope of Services that are required to be addressed, plus the required references and staff qualifications, we respectfully request the page limit be raised to 75 pages.</td>
<td>The page limit has been increased to 50 pages as described in Amendment #2.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
</tr>
</tbody>
</table>
| 20          | Pg 18, Sec 4.13, Para 1-2 | Are there any formatting requirements (single sided, etc.)? How many copies of the proposals (electronic and printed) should be provided? | Formatting requirements and copies of proposal were addressed in Amendment #2 as follows: Five (5) total printed copies shall be provided:  
• One (1) Original with signature(s)  
• Four (4) Copies  
• Two (2) electronic copies in PDF.  
• Page Limit of fifty (50) pages excluding, cover sheets, fly sheets, resumes, project schedule and forms.  
• Page size of 8 ½ X 11, single sided, minimum 12pt font, margin limits of ¼ inch excluding header and footer. 11 X 17 fold outs are permitted for graphics and project schedules. |
<p>| 21          | Pg 19, 4.13.1.4 | Confirm that the proposal should include staff to fully operate the Back Office (including tasks performed by RITBA). | No. The Vendor’s staffing requirements shall only apply to tasks performed at the remote AMS (and backup call center). |
| 22          | Pg 22, 4.13.2.2, E-ZPass Account Management | Please provide the expected overflow call volumes required the optional backup call center. Please also explain the Authority’s service expectations concerning the back up call center. Please explain the hours of operation required for the back up center. This data is required in order to determine resource requirements for the backup call center and the associated costs. | The intent of the backup call center is to handle incoming phone calls if/when the primary call center is unable to do so. In 2011 thus far, the backup call center functionality has not been used. The hours of operation of the backup call center shall be the same as the primary call center (9:00am to 6:00pm, Monday-Friday and 8:00am to 12:00 pm on Sat). |
| 23          | Pg 22, 4.13.2.2 | What is the expected calls volume/10,000 accounts for the Back-up call Center per month? | In 2011 thus far, there were an average of 5,700 calls/month to the Call Center, of which approximately 3,200 or 56% were handled by a CSR; the remainder are handled by the IVR system. No calls were routed to the backup call center thus far in 2011. |
| 24          | Pg 22, Sec 4.13.2.2, Para 2 (below the table) | Please clarify that an active account is defined as one that has had at least one toll transaction in the previous 12-month period and has not been closed by the customer. | This is correct. |
| 25          | Pg 22, Sec 4.13.2.3, Para 1 | This Section is Violation Processing Cost. It indicates that, “The Vendor shall describe the services that shall be provided including image reviews, DMV lookups (both in-state and out-of-state), violation notices, violation payments, etc.” Please clarify whether this description of services shall be included in the cost proposal or as part of the Approach and Understanding discussed in Sec 4.13.1.5? | This description of services shall be included as part of the Approach and Understanding discussed in Sec 4.13.1.5. |</p>
<table>
<thead>
<tr>
<th>Question No.</th>
<th>Reference No.</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Pg 22, 4.13.2.3 Violation Processing Cost</td>
<td>Please clarify that DMV and other 3rd party look-ups to acquire name and address are to be treated as a pass through to RITBA and not included in the monthly unit cost estimate as implied in section 4.13.2.3.</td>
<td>This is correct.</td>
</tr>
<tr>
<td>27</td>
<td>Pg 23, Sec 4.13.2.3</td>
<td>Please define the term I-Toll used in this section and the pricing sheets.</td>
<td>An I-Toll shall be defined as a photo-based toll (a good license plate image was captured and identified through the image review process) assessed to E-ZPass customer whose account is in good standing.</td>
</tr>
<tr>
<td>28</td>
<td>Pg 23, 4.13.2.4 Pass Through RITBA Fees and Costs</td>
<td>Please define what is included in communication fees? Do communication fees include all data line costs from the Lane Host to the AMS, between the AMS and satellite offices, and incoming “800” toll-free calls?</td>
<td>Communication fees shall include all data line costs from the TCS Host to the AMS, the AMS to the Satellite CSC and incoming “800” toll-free costs.</td>
</tr>
<tr>
<td>29</td>
<td>Pg 23, Sec 4.13.2.4.1, first bullet</td>
<td>Please further discuss “AMS/RITBA” depository bank account. We are assuming this is a bank account shared by the Vendor and RITBA. Would the Authority entertain having this as a solely RITBA account?</td>
<td>The depository bank account is a RITBA bank account that the Vendor will have limited access to in order to perform various reconciliations that may need to complete.</td>
</tr>
<tr>
<td>30</td>
<td>Pg 23, Sec 4.13.2.4.1</td>
<td>Does the satellite CSC require armored car services and if so, will the Authority or the Vendor be required to provide this?</td>
<td>The Authority already has an armored car service that they will continue to use.</td>
</tr>
<tr>
<td>31</td>
<td>Pg 23, 4.13.2.4.1 Banking Cash Flow</td>
<td>Please clarify if it is the Authority’s intention to operate the lockbox at the satellite CSC location in Jamestown, Rhode Island for the processing of the incoming mail, payments and new account applications.</td>
<td>Yes. All incoming mail, payments and applications will be processed at the Satellite CSC in Jamestown, RI.</td>
</tr>
<tr>
<td>32</td>
<td>Pg 23, 4.13.2.4.1, Banking Cash Flow</td>
<td>Can the Authority provide example of reports/reconciliation documents?</td>
<td>Sample reports have been provided as an attachment to Amendment #3.</td>
</tr>
<tr>
<td>33</td>
<td>Pg 23, 4.13.2.4.1, Banking Cash Flow</td>
<td>How many transponders are returned on a monthly basis?</td>
<td>In 2011, an average of 14 tags/month were returned to the AMS. An average of 35 tags/month were returned to the Satellite CSC except in June and September when the return rate increased to approx 70/month.</td>
</tr>
<tr>
<td>34</td>
<td>Pg 23, 4.13.2.4.1, Banking Cash Flow</td>
<td>How many transponders are issued monthly from the AMS?</td>
<td>In 2011, an average of 390 tags/month were issued by the AMS and an average of 1,140 tags/month were issued at the Satellite CSC.</td>
</tr>
<tr>
<td>35</td>
<td>Pg 23, 4.13.2.4.1, Banking Cash Flow</td>
<td>Will RITBA have a web master to make announcement changes on the Website?</td>
<td>No. The Vendor shall be instructed by the Authority as to what changes to make to the website.</td>
</tr>
<tr>
<td>36</td>
<td>Pg 23, 4.13.2.4.1, Banking Cash Flow</td>
<td>Does the RITBA have an accounting package which needs information from the AMS?</td>
<td>The Authority currently uses the Peachtree accounting software.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>37</td>
<td>Page 26, Clause 5.1 (d), “The correct number of copies...”</td>
<td>How many hard copies of the proposal are required to be submitted? Is there a requirement for an electronic copy also?</td>
<td>Formatting requirements and copies of proposal addressed in Amendment #2. Five (5) total printed copies shall be provide: o One (1) Original with signature(s) o Four (4) Copies • Two (2) electronic copies in PDF. • Page Limit of fifty (50) pages excluding, cover sheets, fly sheets, resumes, project schedule and forms. • Page size of 8 ½ X 11, single sided, minimum 12pt font, margin limits of ½ inch excluding header and footer. 11 X 17 fold outs are permitted for graphics and project schedules.</td>
</tr>
<tr>
<td>38</td>
<td>Pg 26, Sec 5.2</td>
<td>Please describe the method by which Vendors will be selected to be shortlisted</td>
<td>There is no preset method for short listing for interviews. Unless a proposal is deemed non-compliant, all Vendors are typically invited to make a presentation.</td>
</tr>
<tr>
<td>39</td>
<td>Section 7, General</td>
<td>There are several areas throughout Section 7 regarding customer payment of invoices. Does the system currently issue customer invoices (for post-paid accounts or other reasons) or does this refer to future toll violation invoices? If the system currently generates invoices please describe the context in which they are issued and the monthly volume.</td>
<td>This refers to future toll violation invoices. There are no post-paid accounts at this time.</td>
</tr>
<tr>
<td>40</td>
<td>Pg 30, Sec 7.1, Para 2 and Pg 39, Sec 7.3.2.1, Para 2</td>
<td>Please clarify what equipment and furnishings at the Satellite CSC in Rhode Island can be reused and what the new Vendor will need to provide. In the case of equipment that can be repurposed (such as tag programmers, workstations, printers, etc.), please provide an equipment list.</td>
<td>Under this procurement the Vendor shall provide the following new equipment for the Satellite CSC: 10 Workstations Phone system including minimum 10 phones 4 printers -2 B&amp;W 8.5 x 11 printer -1 B&amp;W 11 x 17 production printer -1 Color 11 x 17 printer</td>
</tr>
<tr>
<td>41</td>
<td>Pg 30, Sec 7.1, Para 1</td>
<td>Who will be responsible for the printing of E-ZPass user guides, brochures, or other marketing materials, the Vendor or the Authority?</td>
<td>The Vendor shall be responsible for printing all E-ZPass marketing material including user guides and brochures. The Authority will assist and provide approval to the Vendor in designing such materials.</td>
</tr>
<tr>
<td>42</td>
<td>Pg 32, Sec 7.1.2, Para 2</td>
<td>This paragraph states that, “The Authority shall ... provide all necessary utilities ...” Please clarify if telephone, Internet, and/or other communications services are included as “necessary utilities” or whether the Proposer should include these estimates in their pricing.</td>
<td>The utilities referred to in Paragraph 2 of Section 7.1.2 refer to building utilities, not telephone/internet/communications services which shall be identified as pass-through costs by the Vendor.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>43</td>
<td>Pg 32, Sec 7.2.1, bulleted items</td>
<td>In order to more accurately forecast staffing needs, please provide the current and anticipated volumes for the operations activities, i.e., accounts opened/closed per month, transponders issued, customer disputes and correspondence, payments processed, mail received, mail house volumes, etc., indicating how many are done at the Satellite location and how many are performed at the Remote location.</td>
<td>Average 2011 <em>monthly</em> statistics for the RITBA Back Office are: -1,150 accounts opened (AMS and Satellite CSC) -51 close account requests at the AMS -47 accounts closed at the AMS -0 close account requests at the Satellite CSC -0 accounts closed at the Satellite CSC -390 tags issued at the AMS -1,140 tags issued at the Satellite CSC -31 mail-in applications at the AMS -909 walk-in applications at the Satellite CSC -211 phone and web applications -5,700 total calls at Satellite CSC (3,200 CSR calls, 2,500 IVR calls) -0 total calls at AMS/backup call center -51,000 statements mailed (AMS) -900 credit card decline letters mailed (AMS) -1,350 credit card expiration letters mailed (AMS) -300 PIN request letters mailed (AMS) -900 replenishment evaluation letters mailed (AMS)</td>
</tr>
<tr>
<td>44</td>
<td>Pg 33, Sec 7.2.1, Bullet 10</td>
<td>Will RITBA please confirm this requirement as it appears to be in conflict with PCI compliance?</td>
<td>Please ignore the text which states &quot;provide the ability to determine by user name the authorization to view an entire credit card number.&quot;</td>
</tr>
<tr>
<td>45</td>
<td>Pg 36, Sec 7.3.1.2, paragraph numbered “1”</td>
<td>Over what period of time is the availability of 99.95% to be measured, i.e., weekly, monthly, etc.?</td>
<td>The availability shall be measured monthly.</td>
</tr>
<tr>
<td>46</td>
<td>Pg 38, 7.3.1.6</td>
<td>Who is the Customer Service Center Operator mentioned at the bottom of page 38?</td>
<td>The Customer Service Center Operator referred to here is the Vendor.</td>
</tr>
<tr>
<td>47</td>
<td>Pg 38, 7.3.1.6</td>
<td>Can any equipment be hosted in the RITBA facility?</td>
<td>Yes. The Authority can provide space for servers and other equipment within reason.</td>
</tr>
<tr>
<td>48</td>
<td>Pg 38, 7.3.1.6</td>
<td>How many transponders are maintained in the inventory?</td>
<td>In September 2011, approximately 3,300 tags were maintained in inventory at the Remote AMS and 1,500 at the Satellite CSC. Tag inventory may average as high as 6,000 tags at the Remote AMS and 2,000 tags at the Satellite CSC depending on the season.</td>
</tr>
<tr>
<td>49</td>
<td>Pg 38, 7.3.1.6</td>
<td>What is the volume of EZ Pass marketing brochures to be kept in the AMS inventory?</td>
<td>E-ZPass marketing brochures are typically ordered in a batch of 7,500 each quarter.</td>
</tr>
<tr>
<td>50</td>
<td>Pg 38, 7.3.1.6</td>
<td>Does the authority allow the backup call center to be located in Canada?</td>
<td>There is no restriction on where the back up call center is located.</td>
</tr>
<tr>
<td>51</td>
<td>Pg 39, 7.3.2.1</td>
<td>Does the POS terminal need cash store functionality?</td>
<td>Yes.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>-------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>52</td>
<td>Pg 40, Sec 7.3.2.1, Item #10</td>
<td>This and various other Sections refer to account write-offs if business rules are met. However, a review of Attachment C, Business Rules does not reveal relevant business rules. Please clarify how/why an account is written off and what the AMS functionality is required to be to support this action.</td>
<td>The Authority has not written-off any accounts to date. The Vendor shall propose a process and procedures for writing off accounts and reconciling the negative balance amounts with the General Ledger.</td>
</tr>
<tr>
<td>53</td>
<td>Pg 41, Sec 7.3.2.2, Item #4</td>
<td>This item indicates, &quot;Support distribution of non-activated pre-paid transponder by third-party distributor (personal/private accounts only). Are there currently one or more existing third-party distributors or will this be new feature? If these distributor(s) currently exist, please provide the name of the distribution channel(s).</td>
<td>There are currently none.</td>
</tr>
<tr>
<td>54</td>
<td>Pg 41, Sec 7.3.2.2, Item #11</td>
<td>Is this a complete list of the required form letters? If not, please provide further details.</td>
<td>The existing form letters include credit card expiration, credit card decline, replenishment evaluation letter, PIN and password letter, return application letter, return residency letter and low balance emailed letter.</td>
</tr>
<tr>
<td>55</td>
<td>Pg 42, 7.3.2.3.1 Account Applications</td>
<td>The table indicates &quot;In Person&quot; service will take place at the vendor's remote AMS location. Please clarify that this is not true.</td>
<td>Correct. There will be no &quot;In-Person&quot; service at the Remote AMS.</td>
</tr>
<tr>
<td>56</td>
<td>Pg 42, 7.3.2.3.1 Account Applications</td>
<td>The table indicates that Mail and Fax will be done at both the Remote AMS and Satellite CSC. Please clarify where this work will be done.</td>
<td>All Mail and Fax application processing will be done at the Satellite CSC.</td>
</tr>
<tr>
<td>57</td>
<td>Pg 42, 7.3.2.3.1</td>
<td>In the pre-bid presentation, it is written that the AMS will not managed incoming mail. Are incoming EZ pass mailed applications to be processed by the vendor or by RITBA?</td>
<td>All incoming mailed E-ZPass applications will be processed by RITBA at the Satellite CSC along with all other incoming mail/fax.</td>
</tr>
<tr>
<td>58</td>
<td>Pg 45, Sec 7.3.2.3.2.3, Para 3</td>
<td>Do non-revenue accounts incur a fee for statements after the first year similar to private/personal accounts or all fees waived?</td>
<td>No.</td>
</tr>
<tr>
<td>59</td>
<td>Pg 46, 7.3.2.3.4</td>
<td>What is the brand of the current check validation device used by the authority?</td>
<td>Currently there is no check validation device.</td>
</tr>
<tr>
<td>60</td>
<td>Pg 46, 7.3.2.3.4</td>
<td>What is the frequency of mailing statement? Daily, weekly or monthly?</td>
<td>Paper statements will be mailed on a quarterly basis.</td>
</tr>
<tr>
<td>61</td>
<td>Pg 46, 7.3.2.3.4</td>
<td>Can we have samples of the current Statement and notices?</td>
<td>These have been provided as an attachment to Amendment #3.</td>
</tr>
<tr>
<td>62</td>
<td>Pg 47, 7.3.2.3.6, Para 1</td>
<td>Are the low balance threshold amounts of 25% and 50% of the replenishment amounts for accounts for more than one transponder?</td>
<td>These low balance thresholds apply to accounts with more than one transponder. However, for accounts replenished by cash, the 50% threshold shall apply regardless of one or more tags/account.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>63</td>
<td>Pg 47, Sec 7.3.2.3.6, Para 2</td>
<td>This paragraph indicates, “The AMS shall support a configurable maximum negative balance amount.” Would you please explain the purpose of this negative balance amount, i.e., is it for customer convenience to provide additional time to replenish their account (beyond the low-balance, zero-balance thresholds)? What system actions are triggered when the negative balance amount is reached (such as setting the associated tags as invalid, etc.)? is the “maximum negative balance amount” discussed in this section the same parameter as the “minimum balance limit” discussed in the first paragraph on page 50?</td>
<td>Yes, this is to provide additional time for customers to replenish their accounts (primarily those replenished by cash/check). Once this amount is reached, the tag shall be set to invalid as described on page 50. The “maximum negative balance amount” and “minimum balance amount” are one and the same.</td>
</tr>
<tr>
<td>64</td>
<td>Pg 48, Sec 7.3.2.3.6</td>
<td>Based on other requirements, there appears to be a requirement for a CSC lockbox. However, this Section indicates that customer account replenishment checks through the U.S. mail are to be processed by the Satellite AMS. Please confirm the requirement for a CSC lockbox and clarify what payments will be processed there.</td>
<td>CSC refers to Satellite CSC. There will only be one lockbox for incoming mail and payments. It will be in Rhode Island at the Satellite CSC and will be operated by the Authority.</td>
</tr>
<tr>
<td>65</td>
<td>Pg 49, Sec 7.3.2.3.7, Item #3</td>
<td>This requirement deals with processing transaction records and updates in accordance with the Authority’s business rules. We did not find relevant business rules in either Attachment C or in Table 4 (which discusses performance metrics). Please clarify what the required processing time requirement is.</td>
<td>Transactions received by the Remote AMS from the TCS should be processed each day at a minimum. The Vendor is encouraged to propose transaction processing time alternatives.</td>
</tr>
<tr>
<td>66</td>
<td>Pg 49, 7.3.2.3.8 Account Statements</td>
<td>Will the Authority reconsider the use of bulk rate post cards for the mailing of summary statements since the listing of personal information will potentially not be PCI compliant as well as not be in compliance with the US postal service guidelines pertaining to post cards?</td>
<td>Please ignore the sentence &quot;Summary statements shall be printed on bulk rate post cards&quot;.</td>
</tr>
<tr>
<td>67</td>
<td>Pg 54, Sec 7.3.2.3.13, Items #1 and #2</td>
<td>Are there fees associated with Lost/Stolen transponders or with the replacement transponder(s) issued?</td>
<td>No additional fees are assessed at this time, only the cost of the new/replacement transponder.</td>
</tr>
<tr>
<td>68</td>
<td>Pg 54, 7.3.2.3.13 Lost or Stolen Transponders</td>
<td>Please clarify that an accountholder reporting a transponder lost or stolen will trigger suspending that one transponder rather than closing the account.</td>
<td>Correct. Only that transponder will be marked lost/stolen.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>69</td>
<td>Pg 55, Sec 7.3.2.3.15</td>
<td>What effect does &quot;suspending&quot; an account have (associated transponders set to invalid, the account closed, etc.)? How id suspending an account different than Involuntary Account Closing described in 7.3.2.3.12? Can Suspended Accounts be reinstated and, if so, under what circumstances?</td>
<td>The Authority currently does not suspend accounts. The Vendor is encouraged to propose a solution for suspending accounts due to breaches of the E-ZPass terms and conditions.</td>
</tr>
<tr>
<td>70</td>
<td>Pg 57, Sec 7.3.2.3.18, last paragraph</td>
<td>How many times per year does the Authority anticipating mailing marketing materials? Are we correct in assuming that the Authority (and not the Vendor) will be responsible for producing these materials?</td>
<td>The Vendor shall be responsible for producing these materials. The Authority may distribute marketing materials 1-2 times per year and prefers to distribute such material electronically (through email blasts) instead of regular mail.</td>
</tr>
<tr>
<td>71</td>
<td>Pg 57, 7.3.2.3.20, AMS Reports</td>
<td>Can we get a sample of each current report?</td>
<td>These reports are proprietary to the current Back Office provider and cannot be shared with a prospective Proposer.</td>
</tr>
<tr>
<td>72</td>
<td>Pg 57, Sec 7.3.2.3.19, Para 2 and Pg 63, Sec 7.3.2.4.3, Para 3</td>
<td>Can the list of reports and sample format be submitted as an Appendix to the proposal? These items count against the page count?</td>
<td>Yes, the list of reports and sample format can be submitted as an appendix to the Proposal. No, these items will not count against the page count.</td>
</tr>
<tr>
<td>73</td>
<td>Pg 60, 7.3.21.3.21</td>
<td>Please confirm that the refund process must be managed by the vendor and not by the Authority Finance department</td>
<td>It is expected that refunds would be processed via the AMS interface whether at the satellite CSC or the remote location.</td>
</tr>
<tr>
<td>74</td>
<td>Pg 61, Sec 7.3.2.3.21</td>
<td>This section indicates that the Vendor should prepare and mail the refund check. However, the section later refers to the &quot;Authority check.&quot; Please clarify the process for check refunds including whether the funds come from an Authority bank account or a Vendor-funded account.</td>
<td>Refunds are paid out of a RITBA &quot;Refund account&quot; which the Vendor will have the authority to issue on behalf of the Authority. It is a ZBA account and it is reconciled monthly by the Authority.</td>
</tr>
<tr>
<td>75</td>
<td>Pg 64, 7.3.2.5.2 Testing Customer Transponders</td>
<td>Please clarify what the original transponder deposit is, since business rules 110.03 and 110.04 indicate that there will be no tag deposits and all tags will be sold.</td>
<td>There is no transponder deposit and all tags will be sold to the customer. Please ignore mention of &quot;transponder deposit&quot; here in the RFP.</td>
</tr>
<tr>
<td>76</td>
<td>Pg 64, 7.3.2.5.2 Testing Customer Transponders</td>
<td>Please clarify the reference to a post-paid account since business rules 104.01 and 104.02 only show pre-paid account types.</td>
<td>Please ignore the words &quot;...or subtracted from current charges and fees (post-paid account)...from the RFP.</td>
</tr>
<tr>
<td>77</td>
<td>Pg 66, Sec 7.3.2.5.3, last paragraph</td>
<td>The last sentence of this paragraph indicates that the vendor is responsible for postage/shipping for transponder kits. However, the pricing sheets indicate that postage is a pass-through item to the Authority. Please clarify.</td>
<td>All postage/shipping costs will be pass-through costs to the Authority that will be invoiced monthly.</td>
</tr>
<tr>
<td>78</td>
<td>Pg 66, 7.3.2.5.3 Distribution of Transponder Kits</td>
<td>Please clarify if the vendor will be responsible for the postage to mail transponder kits. Item 12 on the Cost Proposal Form (Attachment B) requests the estimated pass through cost for postage.</td>
<td>Postage of transponder kits shall be a pass-through cost to the Authority that shall be estimated by the Vendor.</td>
</tr>
</tbody>
</table>
### Rhode Island Turnpike and Bridge Authority

#### Request for Proposals for E-ZPass Back Office Services

**Amendment #3 - Responses to Questions from Proposers**  
**18-Nov-11**

<table>
<thead>
<tr>
<th>Question No.</th>
<th>Reference No.</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>79</td>
<td>Pg 66, Sec 7.3.2.5.3, last paragraph</td>
<td>This section indicates that customers shall be mailed transponder kits within two business days of receipt of completed applications. However, Table 4 indicates that vendors must send or hold for pickup 98% of transponder kits within one business day of receiving a complete and valid application. Which performance metric is correct?</td>
<td>The Mailings shall be completed within one business day requirement per Table 4.</td>
</tr>
<tr>
<td>80</td>
<td>Pg 66, Sec 7.3.2.5.3, last paragraph</td>
<td>This section says, &quot;... establishing required balances or securities based on account type ...&quot;. What account type(s) require securities rather than balances and what kinds of securities are accepted?</td>
<td>None, all account types require a balance not 'securities'. Please ignore the word &quot;securities&quot; here in the RFP.</td>
</tr>
<tr>
<td>81</td>
<td>Pg 69, 7.3.2.6.2</td>
<td>As no incoming mail and no call will be received at the AMS site (vendor), please confirm that Complaints are managed by the Authority staff. If Complaints are managed by the vendor, what are the main ten complaints resolution performed by the current vendor?</td>
<td>Complaints will be managed by the Authority staff at the Satellite CSC.</td>
</tr>
<tr>
<td>82</td>
<td>Pg 69, 7.3.2.6.3</td>
<td>Can we get a picture of the current transponder kit?</td>
<td>The transponder kit is essentially a mailing envelope and the transponder.</td>
</tr>
<tr>
<td>83</td>
<td>Pg 71, Sec 7.3.2.7, Para 2</td>
<td>What is the anticipated timing of the Authority implementing violation processing?</td>
<td>Violation processing may begin as early as the 4th quarter of 2012 but may be more likely late winter/early spring of 2013.</td>
</tr>
<tr>
<td>84</td>
<td>Pg 71, 7.3.2.7 Violation Processing</td>
<td>What is the expected number of monthly violations (expressed as a percentage of total transactions or otherwise)?</td>
<td>The Proposer shall use their industry knowledge of ORT installations/operations to estimate this number.</td>
</tr>
<tr>
<td>85</td>
<td>Pg 72, Sec 7.3.2.7.2, Para 1</td>
<td>How will the roadside violation system or Host designate violation images as Speeders (Type 2 Violations) rather than Type 1?</td>
<td>An ICD will have to be developed with the TCS Vendor. The format for distinguishing between Type 1 &amp; 2 violations is yet to be determined. One option for this is to send two types of violation transaction files.</td>
</tr>
<tr>
<td>86</td>
<td>Pg 72, 7.3.2.7.2 Speeders (Type 2 Violations)</td>
<td>Please clarify that images will not be sent with speed violation transactions to the AMS.</td>
<td>This is correct. However, if the patron is both a toll violator AND a speeder, then images will be sent to the AMS.</td>
</tr>
<tr>
<td>87</td>
<td>Pg 74, 7.3.2.7.9 Image Review and Processing For &quot;All Violations&quot;</td>
<td>Please clarify if the vendor will be responsible for processing class mismatch transactions. Please clarify what parameters the vendor will be considering in making the decision to &quot;verify&quot; or &quot;dismiss&quot; the violation.</td>
<td>The toll rate will be determined at the lane level for class mismatch transactions. The parameters referred to here will be developed with the selected Vendor for business rules. An example could be whether or not a readable plate is present in the picture.</td>
</tr>
<tr>
<td>88</td>
<td>Pg 75, 7.3.2.7.10 Violation Notices</td>
<td>Please clarify if the Authority is requesting an image for every violation transaction listed on the violation notice.</td>
<td>Yes - The currently planned policy is that an image is provided to support each individual violation even if multiple violations are aggregated on a single notice.</td>
</tr>
</tbody>
</table>
## Rhode Island Turnpike and Bridge Authority
### Request for Proposals for E-ZPass Back Office Services
#### Amendment #3 - Responses to Questions from Proposers

18-Nov-11

<table>
<thead>
<tr>
<th>Question No.</th>
<th>Reference No.</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>89</td>
<td>Pg 77, 7.3.2.7 Violation Processing</td>
<td>Please clarify that a plate match to an existing E-ZPass account (name and address known) not in good standing requires a DMV lookup as shown in the diagram on page 77.</td>
<td>The diagram is not correct as shown. If the name and address is already known (i.e. existing E-ZPass account that is not in good standing), a DMV lookup is not required.</td>
</tr>
<tr>
<td>90</td>
<td>Pg 81, 7.3.2.8.3 Security</td>
<td>Please confirm that this security audit will take place after the system is commissioned.</td>
<td>This can be performed once the System is in operation but no later than 45 calendar days after Go-Live.</td>
</tr>
<tr>
<td>91</td>
<td>Pg 82, Sec 7.3.3, Para 1</td>
<td>Please provide the NPA/NXX for the Satellite location and the physical street address. (This is necessary for estimating various communications services.)</td>
<td>All RI telephone area codes are 401. The physical address is: One East Shore Rd. Jamestown, RI 02835</td>
</tr>
<tr>
<td>92</td>
<td>Pg 83, Sec 7.3.3.1, Para 1</td>
<td>Are the anticipated operating hours for the AMS back office the same as the Satellite CSC? What are the Authority's observed holidays?</td>
<td>There is no fixed requirement for the Remote AMS operating hours. However, the backup call center should provide the same coverage as the primary call center in the event that the backup call center needs to be activated. The Authority observes the published annual observed holidays as the State of Rhode Island.</td>
</tr>
<tr>
<td>93</td>
<td>Pg 83, 7.3.3.2 Complaints</td>
<td>Please clarify the hours of operation at the remote processing center for addressing customer complaints.</td>
<td>All customer complaints will be handled by RITBA CSR staff at the Satellite CSC. In the event the backup call center is activated, customer complaints received at the backup call center shall be resolved by the Vendor or escalated back to the Satellite CSC for the Authority to resolve.</td>
</tr>
<tr>
<td>94</td>
<td>Pg 82-83, Sec 7.3.3 and 7.3.31</td>
<td>Is only 1 technical Manager/Supervisor (40 hours/week) required to be assigned to the Authorities Satellite CSC for a 3 month period, or is a Technical Manager/Supervisor to be available in the authorities Satellite CSC during all operating hours (51 hours/week) for the 3 month period.</td>
<td>It is expected that the Technical Manager will be on-site at the Satellite CSC during all business hours. However this may be limited to 40 hours during weekdays only. It should be noted that there is an emphasis on providing adequate support during the initial go live period.</td>
</tr>
<tr>
<td>95</td>
<td>Pg 84, Sec 7.3.4.2, Para 1</td>
<td>There are several references throughout Section 7 to &quot;debit (optional) cards.&quot; Are debit cards optional for the Vendor to propose or for the Authority to implement?</td>
<td>Optional for Authority to implement.</td>
</tr>
<tr>
<td>96</td>
<td>Pg 87, Sec 7.3.6.1, Para 1</td>
<td>What is the name of the Authority's bank?</td>
<td>Bank of America.</td>
</tr>
<tr>
<td>97</td>
<td>Pg 87, Sec 7.3.6.1, Para 1</td>
<td>As the system will be hosted and probably not be resident in Jamestown, may the proposer suggest alternative communication architecture(s)?</td>
<td>Yes.</td>
</tr>
<tr>
<td>98</td>
<td>Pg 96, Sec 7.4.1</td>
<td>How many accounts need to be migrated? How many years of historical data need to be migrated? What is the current size of the data that needs to be migrated?</td>
<td>There are currently a total of approximately 87,000 accounts. Data migration should include all system data since the E-ZPass Go-Live in October 2008.</td>
</tr>
<tr>
<td>99</td>
<td>Pg 104, Table 4</td>
<td>Over what period are the percentage-based performance requirements based (monthly)?</td>
<td>Monthly.</td>
</tr>
<tr>
<td>Question No.</td>
<td>Reference No.</td>
<td>Question</td>
<td>Answer</td>
</tr>
<tr>
<td>-------------</td>
<td>---------------</td>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>100</td>
<td>Pg 106, Sec 7.7.1.b</td>
<td>Please clarify the onsite (Rhode Island) requirements for the CSC Technical Manager/Supervisor. Is the requirement for the first three-month start-up period or for the entire term of the contract?</td>
<td>First three months of start-up.</td>
</tr>
<tr>
<td>101</td>
<td>Page 108, Clause 7.7.3.2, Project Schedule</td>
<td>Where in the proposal do you want the preliminary project schedule to be included? Does this schedule count towards the maximum number of pages for that volume?</td>
<td>It can be included as an appendix to the Technical Proposal. The schedule will not count towards the Page Limit Requirements.</td>
</tr>
<tr>
<td>102</td>
<td>Page 108, 7.7.3.2 Project Schedule</td>
<td>Are this and similar statements about time to be assumed to be business days?</td>
<td>Unless specifically stated, all durations are to be calendar days.</td>
</tr>
<tr>
<td>103</td>
<td>Att B, Cost Proposal Form items 2, 3, 4, 5, 6 and 12</td>
<td>Confirm that the variable mailing costs (notices and Transponder shipment) are not included in the fixed Monthly Cost but included in the Postage Estimate.</td>
<td>Yes. All mailing costs shall be identified as pass through costs and will not be included in the fixed monthly account management cost.</td>
</tr>
<tr>
<td>104</td>
<td>Att B, Cost Proposal Form items 2, 3, 4, 5, 6 and 12</td>
<td>If all variable cost must be included (see above question) in the Fixed price, can the authority provide an estimate for the expected number of notices per account per month (including statement)?</td>
<td>Variable mailing costs shall not be included in the fixed price estimate for account management and shall be pass through costs to the Authority.</td>
</tr>
<tr>
<td>105</td>
<td>Att C, Business Rule 102.01</td>
<td>Why are transponders issued at the Satellite CSC not active until 24 to 48 hours? Will the Authority consider proposals that will activate the transponders in a timelier manner?</td>
<td>Yes.</td>
</tr>
</tbody>
</table>
AMENDMENT #3

SAMPLE FORM LETTERS
Re: Application

Date: August 24, 2010

Your E-ZPass application (and check if any) is being returned for the reason indicated below. After following the instructions for correction, return the application with your check or credit card authorization to E-ZPass:

<table>
<thead>
<tr>
<th>REASON</th>
<th>HOW TO CORRECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Your E-ZPass application is unsigned.</td>
<td>Sign and return</td>
</tr>
<tr>
<td>□ Incomplete information</td>
<td>Complete the highlighted section(s)</td>
</tr>
<tr>
<td>□ Your credit card company failed to accept a charge transaction to open your account.</td>
<td>Attached your check in the amount of $_________ OR provide us with a different credit card.</td>
</tr>
<tr>
<td>□ No payment enclosed</td>
<td>Attach your check in the amount of $_________ OR complete the credit card authorization section.</td>
</tr>
<tr>
<td>□ Problem with check or money</td>
<td>Your check:</td>
</tr>
<tr>
<td>□ Not eligible for an individual account requirements: maximum of 4 tags per account, account name is not a company, all vehicles 2 axles, single rear tires and less than 7,000 gross weight.</td>
<td>Complete and return the enclosed application for a Business E-ZPass account.</td>
</tr>
<tr>
<td>□ Not eligible for a business E-ZPass account. Business accounts must meet ONE of the following requirements: account holder is a business, at least one vehicle more than 2 axles, dual rear tires, or greater than 7,000 gross weight.</td>
<td>Complete and return the enclosed application for an Individual E-ZPass account.</td>
</tr>
<tr>
<td>□ Vehicle(s) associated with another account</td>
<td>Send a copy of the vehicle registration.</td>
</tr>
<tr>
<td>□ Other To give you the correct coded transponder we need the gross vehicle weight (GHW) for the Ford F250. We left 2 messages on 5/17/2010 and 8/6/2010.</td>
<td>Please send a copy of the vehicle’s registration along with the application and check. Thank you.</td>
</tr>
</tbody>
</table>

When you return your application, please include this letter. If you have any questions or need further assistance, please call the toll free number listed on your application to speak to a Customer Service Representative.
Re: Residency

June 28, 2011

Your proof of Rhode Island Residency is being returned for the reason indicated below.

<table>
<thead>
<tr>
<th>REASON</th>
<th>HOW TO CORRECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Your E-ZPass application is unsigned.</td>
<td>Sign and return</td>
</tr>
<tr>
<td>☐ Incomplete information</td>
<td>Complete the highlighted section(s)</td>
</tr>
<tr>
<td>☐ Your credit card company failed to accept a charge transaction to open your account.</td>
<td>Attached your check in the amount of $_________ OR provide us with a different credit card.</td>
</tr>
<tr>
<td>☐ No payment enclosed</td>
<td>Attach your check in the amount of $_________ OR complete the credit card authorization section.</td>
</tr>
</tbody>
</table>
| ☐ Problem with check or money | Your check:
  ☐ Is Unsigned  ☐ Is Undated  ☐ Is Post-dated
  ☐ Is more than 180 days old  ☐ Must be payable to E-ZPass
  ☐ Has an incorrect amount (should be$_________) |
| ☐ Not eligible for an individual account requirements: maximum of 4 tags per account, account name is not a company, all vehicles 2 axles, single rear tires and less than 7,000 gross weight. | Complete and return the enclosed application for a Business E-ZPass account. |
| ☐ Not eligible for a business E-ZPass account. Business accounts must meet ONE of the following requirements: account holder is a business, at least one vehicle more than 2 axles, dual rear tires, or greater than 7,000 gross weight. | Complete and return the enclosed application for an Individual E-ZPass account. |
| ☐ Vehicle(s) associated with another account | Send a copy of the vehicle registration. |
| ☒ Other
Unable to locate a RITBA EZ Pass Account | |

When you return your application, please include this letter. If you have any questions or need further assistance, please call the toll free number listed on your application to speak to a Customer Service Representative.
PERIODIC REPLENISHMENT EVALUATION

Dear {Dear Name}

In accordance with E-ZPass Customer Agreement (which you signed when you established your E-ZPass account), a review of your usage was performed recently for the period {Var 02} – {Var 02}. Over the last three months, your average toll usage was: {Var 03}.

We recommend that you replenish your account approximately once a month and are therefore adjusting your current toll replenishment amount from {Var 04} to the new toll replenishment of {Var 05}. This is either due to your average monthly toll usage or the $25.00 per transponder minimum replenishment.

If your account is replenished automatically by credit card, the charge for the new toll replenishment amount will be processed whenever your account balance is below {Var 06}.

If your account is replenished by cash or check, you will see a low balance light in the toll lane when your prepaid toll balance drops below 50% of your replenishment amount. This should provide sufficient opportunity for you to replenish your account.

If you would like to change your replenishment method to automatic replenishment by credit card, please complete and sign the form below and return it to the RITBA E-ZPass Customer Service Center.

Please note that your account will be evaluated and adjusted every 90 days.

If you have any questions, please call 1-877-RI-EZPAS (743-9727) to speak to a Customer Service Representative. You can verify your account balance 24 hours a day by using the automated service option. Please have your account and PIN # ready when you call. If you have not received any emails from us, please call us to verify that your email address is correct.

Please return this portion to E-ZPass

{Dear Name}
E-ZPass Account #: {Account Number}                               Credit Card #: *********** {special 01}

□ Visa    □ MasterCard    □ Discover    □ American Express

Credit Card Number: ____________________________________________ Expiration Date: ________________

I agree to the terms and conditions set forth for the use of E-ZPass. Whenever my prepaid toll balance falls below $10 or 25% of the replenishment amount, I authorize E-ZPass to charge my credit card an amount that reflects my average monthly toll usage. I agree and understand that such charges will continue until my E-ZPass account is terminated or I revoke this authorization in writing. Should I require a replacement or I incur an administrative fee, I authorize E-ZPass to charge my credit card the appropriate amount incurred under the terms of my agreement.

_______________________________________________     ________________
E-ZPass Customer / Cardholder Signature                 Date
Dear {Dear Name},

The credit card you previously authorized E-ZPass to charge for replenishments will expire at the end of the month, {Var 02}, after which E-ZPass will not be able to process future replenishment payments to your account. Please provide us with the new expiration date of your currently authorized credit card or provide authorization for E-ZPass to charge a different credit card. For your added convenience you may update your credit card expiration date by calling RITBA E-ZPass Customer Service Center at 1-877-RI-EZPAS (743-9727), or by accessing our website at www.ezpassritba.com.

FAILURE TO ACT ON THIS NOTICE WILL RESULT IN YOU ACCOUNT BECOMING INVALID

If you prefer to update your credit card information by mail or fax, please complete the form below with updated credit card information and return to the RITBA E-ZPass Customer Service Center.

Please return this portion to E-ZPass
Mail to: RITBA E-ZPass Customer Service Center: P.O. Box 52019, Newark, NJ 07101-8219
Phone: 1-877-RI-EZPAS (743-9727)  Fax: 973-824-0115  Website: www.ezpassritba.com

CREDIT CARD INFORMATION UPDATE

□ NEW CREDIT CARD  ← Please mark the appropriate box  →  □ NEW EXPIRATION DATE ONLY

{Dear Name}  
E-ZPass Account #:  {Account Number}  
Credit Card #:  ************{special 01}  

□ Visa  □ MasterCard  □ Discover  □ American Express

I agree to the terms and conditions set forth for the use of E-ZPass. Whenever my prepaid toll balance falls below $10 or 25% of the replenishment amount, I authorize E-ZPass to charge my credit card an amount that reflects my average monthly toll usage. I agree and understand that such charges will continue until my E-ZPass account is terminated or I revoke this authorization in writing. Should I require a replacement or I incur an administrative fee, I authorize E-ZPass to charge my credit card the appropriate amount incurred under the terms of my agreement.

_________________________________________     ________________  
E-ZPass Customer / Cardholder Signature                 Date
Dear {Dear Name}

When you visited the E-ZPass website at www.ezpassritba.com or contacted the Customer Service Center you requested your PIN/Password to be mailed to you. Your Password is listed below:

Password: {Var 01}

This Password provides you unlimited access to your personal E-ZPass account information, including viewing toll history, account balance information and making updates to your account for credit card expiration dates, adding vehicles and transponders, changing your Password and much more!

This Password is strictly for website use. You may personalize your Password by changing it on the website. You may choose a new Password that contains any combination of letters and numbers between 4 and 20 characters.

In addition to our website, by dialing 1-877- RI-EZPAS (743-9727) you have access to our 24-hour automated telephone system that provides account and E-ZPass program information. In order to access your personal E-ZPass account via the telephone, you must provide your account number and PIN. Your PIN is listed below:

PIN: {Var 01}

This PIN may be changed by you at any time by using our automated telephone system. The PIN you select must be four digits long. To protect your privacy, please keep your PIN and Password private and secure.

RITBA E-ZPass Customer Service Center
URGENT!
YOUR RITBA E-ZPASS ACCOUNT NEEDS TO BE REPLENISHED

October 2, 2011

RE: RITBA E-ZPass Account #: [REDACTED]

Dear [REDACTED],

Our records indicate the prepaid toll balance in your RITBA E-ZPass account has fallen below the minimum required amount. If your account balance reaches zero or negative, all transponder(s) on your account will be invalid. The use of an invalid transponder without proper payment will result in delays in the lanes or toll evasion violations, which are subject to additional penalties and fees.

Please send an immediate payment of $1110.00 to the RITBA E-ZPass Customer Service Center at the address provided below. You can also visit the service center location to make your payment. Hours and location is available on the website. Payments can also be made by using the automated service option provided when calling 1-877-RI-EZPASS (743-9727), or by accessing our website at www.ezpassritba.com. Please have your account number and PIN number available.

If you have already mailed your payment, please disregard this email.

Thank you-

RITBA E-ZPass Customer Service Center
PO Box 52019
Newark, NJ 07101-8219
1-877-RI-EZPASS (743-9727)

If you wish to contact us, please do not reply to this message but instead go to http://www.ezpassritba.com/static/feedback/FeedbackFrame.html. For faster service, please enroll or log in to your account. Replies to this message will not be read or responded to.

If you would like to unsubscribe in the future from important e-mail notifications regarding your account, please click this link to log into your account then select update personal information and choose opt out.
AMENDMENT #3

SAMPLE STATEMENT
## EZ Pass Statement

**Statement Date:** 2011-10-24  
**Account Number:**  
**Activity For:** 09/24/11 - 10/23/11  
**Replenishment Method:** CASH  
**Replenishment Amount:** $25.00  
**Replenishment Threshold:** $12.50

---

### IMPORTANT NOTICE

Please remember to mount your E-Z Pass Transponder. For additional information contact the service center at 877-712-9777.

---

### POST DATE | TRANS DATE | TAG NUMBER/ PLATE | AGENCY | ENTRY PLAZA | EXIT PLAZA | PLAN | CL | AMOUNT | BALANCE
--- | --- | --- | --- | --- | --- | --- | --- | --- | ---
10/20/11 | 10/20/11 | RITBA | NPB | 0929 18:16 STANDARD 01 |  |  |  | $13.75  
10/21/11 | 10/21/11 | RITBA | NPB | 0929 23:33 STANDARD 01 |  |  |  | $13.75  
10/21/11 | 10/21/11 | RITBA | NPB | 1001 05:59 STANDARD 01 |  |  |  | $12.15  
10/22/11 | 10/22/11 | RITBA | NPB | 1022 20:20 STANDARD 01 |  |  |  | $11.30

### PREPAID TOLL BALANCE

- **Beginning Balance:** $14.65  
- **Tolls, Non-Tolls & Fees:** $3.30  
- **Payments/Credits:** $0.00  
- **Ending Balance:** $11.30

---

Thank you for using E-Z Pass

**Plaza Descriptions**

RITB NPB - Newport / Pell Bridge

---

**PLEASE CLICK ON THE E-Z Pass LOGO BELOW TO CONNECT TO THE E-Z Pass RTBA HOME PAGE.**
AMENDMENT #3

RITBA E-ZPASS FAQs
How do I know my transponder is working? If you see a green light and a “Go E-ZPass” message, your transponder is working correctly. If your transponder is not working properly, please contact the Customer Service Center at 1-877-743-9727.

What if the message indicates a low balance, but I am sure my account has enough money in it? Call 1-877-743-9727 and use our automated phone system to confirm your account balance. Please have your account and PIN # ready before calling.

What if my E-ZPass account runs out of money? Do not use your E-ZPass until your account has been replenished. Take the transponder out of the vehicle or place it in the "read prevention" bag.

Can I switch my transponder between vehicles? You may interchange your transponder amongst your vehicles, provided they are the same vehicle class, or you may request a transponder for each vehicle. You should provide the Customer Service Center with details of all vehicles which will use your E-ZPass account.

Are there any times I should not use my transponder? Yes, the following examples are times when you should not use your transponder:

- If you have reported your transponder as lost or stolen, but later find it, call the E-ZPass Customer Service Center. You must be issued a new transponder.
- If you know that you do not have sufficient funds in your E-ZPass account.
- If you are using a different class vehicle (i.e., a car transponder in a truck).

Where do I make payments? You may make payments at our E-ZPass Customer Service Walk In Center in Jamestown, RI.

You may also contact a customer service representative at 1-877-743-9727 and they will assist you with this.

Payments can also be done online at www.ezpassritba.com

You may also pay by mail. Checks and money orders should be mailed to:

RITBA E-ZPass Customer Service Center
PO Box 437
Jamestown, RI 02835

PLEASE DO NOT MAIL CASH

EXTRA FEE for UNMOUNTED TRANSPONDERS

Effective, September 22, 2010, all motorists must pay a $2 per axle fee in lieu of the E-ZPass discounted rate if they need a RITBA employee to raise a gate due to an unmounted transponder.

This fee can either be paid in cash or your RI E-ZPass account will be billed accordingly.

Motorists who continue to need assistance because of improperly mounted transponders will be subject to a $25 administrative service fee as noted in Section 6 of the E-ZPass customer agreement and/or their transponders will be deactivated.

More Questions? No matter what your questions are, there is one easy number to call; 1-877-743-9727 24 hours a day for automated account information.

Please access our website at www.ezpassritba.com for E-ZPass information or answers to Frequently Asked Questions.

FAX NUMBER: 401-423-7036
EMAIL ADDRESS: ezpass@ritba.org

ALL TRANSACTIONS TAKE 24 HOURS TO TAKE EFFECT IN THE Lanes.
HOW TO INSTALL YOUR INTERIOR E-Z PASS TRANSPONDER

Properly installing the Interior E-Z Pass Transponder in your vehicle is easy and essential.

1. Sit inside your vehicle facing forward. Select a location behind and to the right of the rearview mirror. The spot should be at least 4” below the vehicle’s frame and should be clean and dry.

2. Do not remove the adhesive fasteners from the back of the transponder. Simply peel off the plastic backing to reveal the sticky surface of the fasteners.

3. With the E-Z Pass logo facing you, right side up, affix the entire transponder assembly to the selected spot on the inside of your windshield.

4. Press the entire transponder assembly firmly in place and hold for one to two seconds. The installation process is now complete.
Rhode Island Turnpike and Bridge Authority
One East Shore Road
Jamestown, RI 02835

Request for Proposals for
E-ZPass Back Office Services

Amendment #4
November 21, 2011

Amendment #4 shall consist of the following Items:

1. Revision to Compensation Milestone Table (Section 6.1)
The Compensation Milestone Table in Section 6.1 (pg. 28 of the Final RFP) shall be modified as follows:

The Vendor shall be compensated for the Deployment portion of the work based on the following schedule of milestone activities:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Compensation (Based on a % of the total Deployment Cost)</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>15%</td>
<td>Upon NTP</td>
</tr>
<tr>
<td><strong>Submittal of Detailed Design Document</strong></td>
<td>10%</td>
<td><strong>March 1, 2012</strong></td>
</tr>
<tr>
<td>Successful Completion of Initial System Test</td>
<td>25%</td>
<td><strong>May 15, 2012</strong></td>
</tr>
<tr>
<td>Successful Completion of IAG Testing, Data Migration and System Acceptance Test</td>
<td>20%</td>
<td><strong>August 15, 2012</strong></td>
</tr>
<tr>
<td>Successful Go-Live and Full Operation of Back Office</td>
<td>30%</td>
<td><strong>No Later than September 1, 2012</strong></td>
</tr>
</tbody>
</table>
CONTRACT FOR E-Z PASS BACK OFFICE SERVICES

This Contract is entered into as of the 1st day of July, 2012 (the “Effective Date”), by and between the Rhode Island Turnpike and Bridge Authority, a body corporate and politic in the state of Rhode Island with its principal offices in Jamestown, Rhode Island (the “Authority”), and Sanef Technologies America, Inc. (the “Contractor”). The Authority and the Contractor are sometimes collectively referred to herein as the “Parties”, and each, individually, as a “Party”.

WHEREAS, the Authority operates and maintains the Pell Bridge, a toll bridge connecting Newport to Jamestown; and

WHEREAS, as of November 1, 2011, the Authority issued its Request for Proposals seeking proposals from vendors to provide services to develop and operate an E-ZPass Customer Service Center (the “CSC”) that will include, but not be limited to E-ZPass account management and transaction processing services as well as potential violation processing services as more fully described in the Request for Proposals and related documents (the “Project”); and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in documents incorporated herein by reference, and other good and valuable consideration the receipt and sufficiency of which they do hereby acknowledge, and intending to be bound hereby, the Authority and the Contractor agree as follows.

1. Definitions; Acronyms; Interpretation.

1.1. The definitions and acronyms used in the RFP are adopted for purposes of this Contract. Additional defined terms are as follows:

“Applicable Law” means any law, rule, regulation, requirement, action, determination, guideline, or order of, or any Governmental Approval or other governmental requirement or restriction issued by any Governmental Body having jurisdiction, applicable to this Contract, applicable now or hereinafter in effect.

“Approve” or “Approval” refers to the Authority’s written acknowledgment that a document the Contractor is required under the Contract to deliver to the Authority conforms to the requirements of the Contract.

“Authority” means the Rhode Island Turnpike and Bridge Authority.

“Back Office System” means the entire system of software, hardware and equipment to be supplied by the Contractor under the Contract.

“BAFO” means the Best and Final Offer set forth in Exhibit A appended hereto and incorporated herein.
“Change in Law” means the enactment, amendment, modification or repeal from time to time after the Effective Date of any consents, licenses, authorizations, permissions, approvals, permits, norms, standards (including technical), applicable (including transnational) laws, regulations, rules, by-laws, proclamations, directions, notices, forms or orders having the force of law in the United States or any part of it which: (a) has a material adverse effect on this Contract or on either Party’s ability to perform its obligations under this Contract, (b) is binding upon either of the Parties, and (c) was not caused by an act or omission of the Party asserting the Change in Law.

“Change Order” means a written modification of the Work issued by the Authority in accordance with Section 5 of this Contract.

“Claim” means an event, other than an Approved Change Order, which the Contractor believes may give rise to a claim by the Contractor for a Loss, an increase in the Contract Price or in the scheduled time for performance.

“Confidential Information” has the meaning given in Section 11.

“Contract” means the present document entitled Contract for E-Z PASS Back Office Services together with the other Contract Documents.

“Contractor” means Sanef Technologies America, Inc.

“Contract Documents” has the meaning given in Section 2.

“Day” means a calendar day unless otherwise indicated.

“Deny” or “Denial” refers to the Authority’s written statement that it declines to Approve a document submitted by the Contractor for Approval and includes a statement of its reasons therefor.

“Deployment Value” means the total price for delivery and deployment of the Back Office System through the Go Live Notice payment Milestone.

“Design Documents” means designs, drawings and Plans prepared by or on behalf of the Contractor and Approved by the Authority in accordance with Section 3 of this Contract.

“Go Live Notice” means the Contractor’s Notice to the Authority that the Back Office System has been fully delivered and tested in accordance with the Implementation Plan and is ready to commence normal operations under live revenue collection conditions.

“Governmental Approval” means all orders of approval, permits, licenses, authorizations, consents, certifications, exemptions, rulings, entitlements and approvals issued by a Governmental Body of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Work.

“Governmental Body” means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereto having jurisdiction.
“Implementation Plan” means the Plan setting forth the Intermediate Events comprising the critical path for performance of the Work.

“Intermediate Event” means an event that is required under the Implementation Plan.

“Invoices” means invoices issued by the Contractor for performance of the Work.

“Loss(es)” means any damages, loss, liabilities, costs, expenses and charges whether arising under statute, contract or general law or in connection with judgments, awards, proceedings, internal costs.

“Notice” or “Notify” refers to a Party’s written notification to the other Party of a fact or circumstance having legal consequence for purposes of the Contract.

“NTP” refers to the notice-to-proceed as set out in the RFP and defined as a notice sent by the Authority to start the performance of the Contract following its execution by the Parties.

“Maintenance Fixed Fee” means the monthly fixed fee covering maintenance of the Back Office software and ORT lane software.

“Party” or “Parties” refer to the Authority and the Contractor individually or collectively.

“Plan” means any plan that the Parties mutually intend to form a part of the Contract, and includes without limitation the Implementation Plan, the Data Migration Charter, the Data Migration Plan, the Business Continuity Plan, the Disaster Recovery Plan, the Project Management Plans, the Performance Monitoring Plan, the Testing Plan and the Maintenance Plan, all as defined in the RFP.

“Private Information” has the meaning given in Section 11 below.

“Project Schedules” means schedules for performance of the Work prepared by or on behalf of the Contractor and approved by the Authority in accordance with Section 3.2 of this Contract.

“Proposal” means the “Technical Proposal” and the “Cost Proposal” submitted by sanef its technologies america, inc. and attached as Schedules A, B, and C.

“Proprietary Software” means software and related documentation designed, developed and/or coded by or on behalf of Contractor and supplied under the Contract for use in the Back Office System.

“RFP” means the Request for Proposals for E-ZPass Back Office Services issued as of November 1, 2011.

“Sakonnet River Bridge” is a bridge connecting Portsmouth and Tiverton.

“Submit” or “Submission” refers to the Contractor’s delivery to the Authority of a document that the Contractor is required or permitted to deliver.

“Test” means a test that is described in the Comprehensive Test Plan (as defined in Section 7.7.3.4 of the RFP).
“Third Party Software” means software that the Contractor has obtained from third-party vendors for use in the Back Office System.

“Work” means the work described in Schedules A, B and C attached hereto.

1.2. In this Contract unless there is something in the context or subject inconsistent therewith:

1.2.1. words importing the masculine gender only shall include the feminine gender and the neuter and vice versa;

1.2.2. words importing the singular number only shall include the plural number and vice versa;

1.2.3. words importing persons shall include natural persons, firms, companies, bodies corporate and any entity or group of persons capable of recognition as a legal entity;

1.2.4. references to Sections or Appendices are to sections or appendices of this Contract;

1.2.5. references to any Party to this Contract or any other agreement or instrument shall include the Party’s, successors and permitted assigns and substitutes;

1.2.6. the section, sub-section and paragraph headings shall be disregarded for the purposes of interpretation of this Contract;

1.2.7. wherever ‘include’ or any form of that word is used it must be construed as if it were followed by “(and without being limited to)”;

1.2.8. the terms "belief", "opinion", or discretion and terms of like import shall be deemed to mean "reasonable and lawful" belief, opinion or discretion. Any which is "required" shall be deemed to mean "reasonably and lawfully required". Any consent, opinion or action shall not be unreasonably withheld or delayed;

1.2.9. the Contract has been negotiated and approved by the parties hereto and, notwithstanding any rule or maxim of construction to the contrary, and any ambiguity or uncertainty in the Contract shall not be construed against either party based upon authorship.

2. Contract Documents. The “Contract Documents” comprising the Contract shall mean and consist of the following documents:

2.1 Any approved Change Orders;

2.2 This Contract;

2.3 Appendices A, B, C and D attached to this Contract;

2.4 Any approved Plans and Design Documents;

2.5 The Proposal documents attached hereto as Schedules A, B, and C;

2.6 Any official answers to questions, addenda or clarifications issued by the Authority with respect to the RFP; and
2.7 The RFP.

In case of conflict, discrepancy or ambiguity, the Contract Documents shall be interpreted in order of priority descending from (2.1) to (2.7). Notwithstanding the foregoing, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

3. Performance and Payment.

3.1 The Contractor’s Performance. The Contractor shall perform the Work in accordance with the Contract Documents and in compliance with all applicable laws and regulations.

3.2 The Authority’s Performance. To the extent permitted by Applicable Law, the Authority shall in a timely fashion in accordance with the terms and conditions of the Contract (a) provide to the Contractor (i) all technical and commercial information available to the Authority that is reasonably necessary for the performance of the Work in accordance with the Implementation Plan, (ii) physical and/or remote access to all locations and computer systems, and access to all licensed software, that are reasonably necessary for the implementation of the Work, (iii) Approval or Denial of proposed Change Orders, Design Documents, Project Schedules, Test Plans and Test Results Intermediate Event Approvals, and (b) Approve and pay, or else Deny, the Contractor’s Invoices. The Authority shall also in a timely fashion provide the Contractor with the materials necessary for the Work, in particular the migration of data and/or to interface with the Back-Office System with the Authority’s external systems.

3.3 Payment.

3.3.1 During the design, development, and implementation phases of the Work payment shall be against invoices issued monthly for progress in the prior month. Progress shall be allocated against the categories shown in the Deployment Payment Schedule (Appendix A). Achievement of monthly progress shall be conclusively established by the Authority’s issuance of the corresponding Monthly Progress Approval, a copy of which shall be attached to each monthly invoice. No documentary backup shall be required for an invoice other than the corresponding Approval.

3.3.2 During the maintenance phase of the Work payment shall be against invoices issued monthly in the amount(s) set forth in Appendix B for performance of the maintenance tasks described in the Maintenance Plan. No documentary backup shall be required for an invoice 3.3.3 The Authority shall pay correctly calculated Contractor invoices that include the required documentary backup within thirty (30) days after their Submission. The Authority shall Notify the Contractor of any errors or omissions in the calculation or backup of an invoice within fifteen (15) days after the date on which the invoice was issued. The Contractor shall promptly issue a revised
invoice correcting any such errors or omissions that it agrees were correctly identified in the Authority's Notice, and the Authority shall pay the revised invoice within ten (10) days after its Submission. If the Authority disputes any portion of the revised invoice it shall within ten (10) days after its submission pay the undisputed portion and Notify the Contractor of the portion that is in dispute. The Contractor shall be entitled to seek Emergency Dispute Resolution with respect to (a) any failure of the Authority to comply with the procedure set forth in this Section 3.3.3 or (b) the Authority’s non-payment of the disputed portion of a revised invoice.

3.3.4 Any items purchased by Contractor for or at the request of the Authority as of February 1, 2013 shall be subject to a 10% markup.

3.3.5 The Authority is responsible for the supply costs for the e-ZPass transponders.

4. Implementation Plan: Approval or Denial of Submissions. Within sixty (60) days after issuance of NTP the Contractor shall submit the Implementation Plan. The Implementation Plan shall provide deadlines for achievement of Intermediate Events. The Intermediate Events shall include but need not be limited to Submission and Approval of (a) the Comprehensive Testing Plan, (b) the Data Migration Charter, (c) the Data Migration Plan, (d) the Business Continuity Plan, (e) the Disaster Recovery Plan, (f) the Project Management Plan, (g) the Performance Monitoring Plan, (h) the Maintenance Plan, (i) the System Acceptance Test Plan, (j) the Design Documents, (k) all Test results, and (l) the Go Live Notice.

4.1 The Contractor's failure to Submit a document required for an Intermediate Event shall constitute a curable Event of Default under Section 9.1.

4.2 The Authority shall Approve or Deny any Submission of a document required for an Intermediate Event within twenty (20) days after the date of the Submission, and such Intermediate Event and each subsequent Deadline shall be extended by one day for each day that any such Approval or Denial is overdue.

4.3 Within ten (10) days after Denial of a Submission the Contractor shall either (a) submit a revision of the Denied Submission taking into account the Authority's reasons for the Denial or (b) request Emergency Dispute Resolution pursuant to Section 10.2.

5. Change Orders – Change in Law.

5.1. All modifications of the Contract shall be by written Change Orders signed by the Authority and the Contractor. Change Orders may be proposed by the Contractor or by the Authority. Change Orders may include System Enhancements, IAG File Specification Upgrades, and Additional Reports as described in Section 4.13.2.6.1 of the RFP, as well as other design or implementation improvements intended to increase efficiency or reduce cost, or to add new features not requested in the RFP or included in the Back Office System design or that the Party proposing the Change Order deems necessary in order to comply with applicable law, ameliorate the prejudicial effects of a Change in Law, protect the safety or privacy of the Authority's customers or employees, or avoid a material disruption of the CSC operations.
Contractor shall prepare and Submit Change Orders promptly in response to the Authority's request, and the Contractor may propose Change Orders from time to time on its own initiative. All Change Order requests will be submitted in writing and include a detailed description of the proposed work along with an estimate of the level of effort (in hours) for each staff category at their quoted contract hourly rates as set forth in Appendix B and escalated in proportion to the total increase in the United States Department of Labor Consumer Price Index from the date of the Notice to Proceed until the date of any such Change Order requests. Any dispute about a Change Order shall be settled in accordance with Section 10.

6. **Title to Equipment; Software Licenses.**

6.1 **Title to Computer Hardware and Other Equipment.** Upon full and final payment for the Approval of the Go Live Notice title to all computer hardware and other equipment shall transfer from the Contractor to the Authority free and clear of liens (except any liens that may exist by operation of applicable law) or other encumbrances.

6.2 **Interactive Voice Response Equipment (IVR):** The Authority agrees to reimburse the contractor for the cost of purchasing IVR not to exceed Seventy Nine Thousand and Thirty Eight ($79,038.00) Dollars. The Contractor shall integrate the IVR with the CSC and shall pass through to the Authority the benefit of any manufacturers' or vendors' warranties, all at no cost to the Authority. The Contractor shall keep the IVR active and updated during the terms of the Contract, subject to the Authority's full and timely reimbursement of the costs of purchasing the IVR and payment of the monthly maintenance fee.

6.3 **Proprietary Software license.** Upon full and final payment for the Approval of the Go Live Notice the Authority shall receive a nonexclusive, perpetual, irrevocable, royalty-free, fully paid-up, non-transferable license to use the Software solely for the purposes of the Authority's operations and not for commercial re-sale or assignment.

6.4 **Third-party Software.** The Contractor shall obtain, and throughout the term of the Contract shall maintain, such Third Party Licenses as are necessary for the normal operation of the Back Office System.

6.5 **Third-party claims.** The Contractor agrees that it will defend, at its own expense, any claim or action brought against the Authority for infringement or alleged infringement by the Work, Computer Hardware and Other Equipment of any patent, copyright, copyleft, mask work or other intellectual property right or licenses (such as open source licenses) and the Contractor agrees that it will pay all sums (including reasonable legal and attorney's fees), which, by judgment or settlement in any such suits, may be assessed against the Authority on account of such infringements, provided that the Contractor:

- shall be provided with written notice of all claims of any such infringement and of any suits brought or threatened against the Authority within a commercially reasonable period of time;
- is provided reasonable cooperation on the part of the indemnified Parties; and
- with the consent of the Authority, authority to assume the sole and full defense thereof and to compromise or settle any such suits.
7. **Warranty: Disclaimer of Warranties.** The Contractor warrants that the Work will be performed in a good and workmanlike manner, and that all equipment and software delivered as part of the Work will be in good and merchantable condition and fit for its intended purpose. There are no other warranties provided other than as stated herein.

8. [RESERVED.]

9. **Term and Termination.** The term of the Contract shall be 84 months from the Go Live Notice. The Authority shall have the option to renew the Contract for one (1) additional two-year (2-year) term upon Notice given not less than ninety (90) days prior to the end of the then-current term. The contract labor rates included as part of the Cost Proposal in Attachment B to the Proposal shall be increased for purposes of any such renewal in proportion to the total increase in the United States Department of Labor Consumer Price Index from the date of the Notice to Proceed until the date of any such renewal term.

9.1 **Early Termination for Contractor Default.** In the event the Contractor shall file a petition in bankruptcy, or shall make a general assignment for the benefit of its creditors, or if a petition in bankruptcy shall be filed against the Contractor or a receiver shall be appointed on account of its insolvency, or if the Contractor shall default in the performance of any material obligation to be performed by the Contractor under the Contract and shall fail to cure (or if immediate cure is not possible, shall fail to commence and diligently continue action to cure) such default within thirty (30) days following written Notice thereof from the Authority, the Authority may, subject to the provisions of this Section 9.1 and of the Contract and without prejudice to any other rights or remedies the Authority may have, terminate this Contract by written Notice to the Contractor specifying the date of termination.

9.1.1 If the Contractor disputes the existence of a Contractor Default, the Contractor shall have the right to seek Emergency Dispute Resolution under Section 10.2. The Contractor shall continue to perform and be paid under the Contract, and the Contract shall not be deemed to be terminated, until such Emergency Dispute Resolution proceedings have been completed by an amicable resolution or an arbitral award.

9.1.2 In the event of termination of the Contract for Contractor Default, the Authority may take possession of and finish the Work in accordance with the Business Continuity Plan or, if the business Continuity Plan shall not have been Approved as of the date of termination, by whatever method the Authority may deem expedient.

9.2 **Early Termination for Authority Default.** If the Authority shall fail to make payment in accordance with Section 3, or shall fail to pay an arbitral award within thirty (30) days after it shall have been issued in accordance with Section 10, or the Authority shall default in the performance of any material express obligation to be performed by the Authority under the Contract and shall fail to cure (or if immediate cure is not possible, shall fail to commence and diligently continue action to cure) such default within thirty (30) days following written Notice thereof from the Contractor, the Contractor may, without prejudice to any other rights or remedies the Contractor
may have, suspend its performance and/or terminate the Contract by written Notice to the Authority specifying the date of termination. In the event of termination by the Contractor for Authority Default, the Authority may take possession of and finish the Work in accordance with the Business Continuity Plan or, if the business Continuity Plan shall not have been Approved as of the date of termination, by whatever method the Authority may deem expedient. Upon termination for Authority default the Authority shall without delay release and return the Contract Bond and shall compensate the Contractor for all Work performed through the date of termination and its Losses including all its development, deployment, demobilization costs and unemployment compensation payments. If the Authority disputes the existence of an Authority Default, the Authority shall have the right to seek Emergency Dispute Resolution under Section 10.2. The Contractor shall continue to perform and be paid under the Contract, and the Contract shall not be deemed to be terminated, until such Emergency Dispute Resolution proceedings have been completed by an amicable resolution or an arbitral award.

9.3 Early Termination for Change of Law. If a Change Order based on a Change in Law is not agreed within thirty (30) days after its proposal by either Party, each Party shall have the right to terminate the Contract on three (3) months’ Notice.

9.4 Early Termination for Convenience.

9.4.1. After the expiration of the third anniversary of the Go Live Notice, the Authority shall have the right to terminate the Contract for convenience and without default by the Contractor upon six (6) months’ written Notice. Such Notice of termination for convenience shall either (a) instruct the Contractor to continue performance of the Work until the termination date or (b) to cease performance of the Work at a date prior to the termination date. In either case (a) or case (b), the Contractor shall be entitled to all payments that were scheduled to be made in accordance with Appendix A on or before the termination.

9.4.2. Upon receipt or issuance of a Notice of termination under Section 9.3 the Authority shall either (a) instruct the Contractor to continue performance of the Work until the termination date or (b) to cease performance of the Work at a date prior to the termination date. In either case (a) or case (b), the Contractor shall be entitled to payment for all Work performed until the termination date and for all its development, deployment, and demobilization costs.

9.4.3. Upon receipt or issuance of a Notice of termination under Section 9.4.1 the Authority shall either (a) instruct the Contractor to continue performance of the Work until the termination date or (b) to cease performance of the Work at a date prior to the termination date. In either case (a) or case (b), the Contractor shall be entitled to payment for all Work performed until the termination.

9.5 Cooperation. Upon the expiration or termination of this Agreement by either Party, with or without cause, the Contractor shall at its regular rates as set forth in Appendix B provide commercially reasonable support and cooperation to the Authority in connection with the Authority’s transfer or assignment to, or the entering into a new
written contract with, a third party vendor to provide those services currently being provided under this Agreement by the Contractor to the Authority. The Contractor’s obligation under this Section 9.5 shall survive the expiration or termination of this Agreement, and shall continue thereafter for a period of two years.

10. **Claims and Dispute Resolution.**

10.1 **Claims.** No later than thirty (30) days after the cessation of a condition or the happening of an event that the Contractor believes gives rise to a Claim, the Contractor shall give the Authority written Notice of the Claim. Within ten (10) working days after such Notice, the Contractor shall Submit to the Authority a written statement supporting the Claim, which statement shall include the Contractor’s detailed estimate of the change in Contract Price and any delay of the Project schedule occasioned thereby. The Contractor shall continue performance of the Work during the time any Claim is pending. The Authority shall decide any Claim within thirty (30) days after Submission of the supporting statement referred to above. If a Claim is denied the Contractor shall be entitled to Emergency Dispute Resolution under Section 10.2. No claim hereunder for Work scheduled to be performed prior to the Go Live Notice shall be allowed if asserted after more than thirty (30) days after the Go Live Notice.

10.2 **Emergency Dispute Resolution.** Within ten (10) days after Denial of a Submission other than a Claim or a Change Order, or in the event of a dispute of Contractor or Authority Default pursuant to Section 9 hereof, either Party shall have the right, but not the obligation, to request Emergency Dispute Resolution with regard to such disputes.

10.2.1 At the request of either Party the matter for which a Party has requested Emergency Dispute Resolution shall be submitted to arbitration before a single arbitrator sitting in Providence, Rhode Island, and administered under the American Arbitration Association Fast Track Rules if applicable, or otherwise by Resolution Through Document Submission. The Parties shall make their initial submissions to the arbitrator within twenty (20) days after his or her appointment, and shall serve any replies within ten (10) days after service of their initial submissions. Initial submissions and replies shall be accompanied by documentary evidence, if any, and all witness testimony shall be by affidavit. The arbitrator shall issue his or her decision within thirty (30) days after the deadline for service of replies. The arbitrator’s decision shall be final and binding on the Parties, and judgment on the award may be entered in any court having jurisdiction.

10.3 Except as provided in Section 10.2.1, any dispute arising out of or relating to this Contract shall be settled by arbitration before a single arbitrator sitting in Providence, Rhode Island, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Discovery in arbitration proceedings under this Section 10.3 shall be limited to the minimum that the arbitrator deems necessary for a full and fair adjudication of the dispute, and in any event neither Party shall be allowed more than fifteen (15) hours of oral depositions. The costs of discovery of electronically stored information shall be borne by the Party seeking such
information. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Except in respect of the liability of a Party for death or personal injury, no action, regardless of form, arising out of the Work performed under this Contract may be brought by a Party against the other Party more than two (2) years after the cause of the action shall have accrued.

10.4 The existence, subject matter, arguments, facts entered in evidence, and outcome of any Claim or Dispute shall, to the greatest extent permitted by applicable law, be treated as Confidential Information.

11. **Confidential and Private Information.** In the course of performance of the Contract the Parties anticipate that either or both of them may receive from the other Party, or from third parties such as contractors, vendors, the IAG, IAG member agencies, and/or customers of the Authority, information that such Party or third party asserts to be confidential and/or proprietary, including trade secrets ("Confidential Information"), as well as information that is protected by privacy laws or regulations or under inter-agency privacy rules ("Private Information").

11.1 To the extent permitted by Applicable Law, the Parties shall not use or disclose Confidential Information except as required for purposes of the Work or the Authority's operations, and shall protect such information from unauthorized use or disclosure using the same degree of care with which they protect their own confidential and proprietary information. A Party that receives a third-party request under the Rhode Island Access to Public Records Act or similar legislation for disclosure of Confidential Information that it has received from the other Party, or a Party that is served with a court order for disclosure of such Confidential Information, shall give Notice to the other Party in a manner reasonably calculated to enable the other Party to seek a protective order against such disclosure so long as such does not violate or circumvent Applicable Law. Confidential Information does not include information that is or becomes (a) generally known or available in the public domain, (b) known to a Party independently of the other Party and without violation of this Contract or (c) known to a Party without violation of any third-party confidentiality undertaking or of Applicable Law.

11.2 The Parties shall not use or disclose Private Information except in strict compliance with all Applicable Law, regulations and inter-agency rules.

12. **Miscellaneous.**

12.1 **Entire Agreement.** The Contract is the entire agreement between the Parties, and supersedes all prior negotiations, representations, agreements, and understandings, whether written or oral. The Contract may be amended only by written instrument signed by both Parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form a part of or affect the Contract, or which induced either Party hereto to enter into the Contract or on which reliance is placed by either Party hereto, except as specifically set out in the Contract.

12.2 **Allocation of Risk.** The sections on limitation of liability, intellectual property infringement, warranties and disclaimer of warranties allocate the risks in the Contract between the Parties. This allocation of risk is reflected in the pricing of Work and is an essential element of the basis of the bargain between the Parties.
12.3 **Insurance.** The Contractor shall have in effect during the term of this Contract professional liability insurance with an insurance company rated at least "A" in Best's Guide in an amount not less than $5,000,000. The Contractor shall furnish an appropriate certificate of insurance within a reasonable time of being requested to do so. The Contractor agrees to deliver to the Authority evidence of insurance reasonably satisfactory to the Authority. In the event that such policies are altered or cancelled for any reason, the Contractor shall provide written notice of the same to the Authority within five (5) days of such occurrence.

12.4. **No Consequential Damages.** Under no circumstances shall either Party be entitled to recover from the other Party any indirect, consequential, special, punitive or exemplary damages, arising directly or indirectly out of this Contract or the Project, including without limitation damages due to loss of revenues from toll collection or toll violation collection or loss of data, regardless of whether the Authority or any third party has been advised of the possibility of such potential loss or damage.

12.5 **Limitation of Damages.** Except for damages arising from a breach of Section 6, the total liability of the Contractor for all direct damages of any nature arising out of or in connection with this Contract, whether for breach of contract, tort (including negligence), or otherwise (a) shall not exceed 100% of the Deployment Value.

12.6 **Unenforceable Provisions.** If any provision of the Contract is held to be invalid, illegal or unenforceable, such provision shall be severed from the Contract, and the remaining provisions shall remain in full force and effect. The arbitrator shall be authorized to amend the Contract in light of such severance to harmonize the remaining provisions and give the greatest permissible effect to the parties' original intent.

12.7 **Independent Contractor: No Relationship with Subcontractors.** The Contractor is an independent contractor, and nothing in the Contract or in the course of performance of the Contract shall be deemed to give rise to a relationship between the Parties of employment, representation or agency for any purpose whatsoever in connection with the Contract or the Work. Nothing in the Contract shall be deemed to create a professional obligation or contractual relationship between the Authority and any subcontractor of the Contractor. Nothing in this Contract shall be deemed to constitute either Party a partner, agent or legal representative of the other Party. No liability or benefits, such as workers compensation, pension rights or liabilities, or other provisions or liabilities arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to any Party's agent or employee as a result of this Contract or the performance thereto.

12.8 **No Third-party Beneficiaries.** Nothing in the Contract shall be deemed (a) to confer on the public or any member thereof, or on any other third party the status or rights of a third-party beneficiary, or (b) to authorize anyone not a party to the Contract to maintain a suit for personal injury or property damage pursuant to the terms or provisions of the Contract. This Section 12.8 shall not affect the rights of an insurer exercising rights of subrogation.

12.9 **Survival.** Termination of the Contract shall not prejudice or affect the accrued rights (including rights of compensation) or claims that either Party may have and the provisions of Sections 6 (Title to Equipment; Software Licenses), 8 (Bonding), 10
(Claims and Dispute Resolution), 11 (Confidential and Private Information) and 12 (Miscellaneous) of this Contract shall survive and continue to have effect notwithstanding any termination.

12.10 **Notices.** All Notices, including without limitation Submissions, Approvals or Denials required or permitted under the Contract, shall be in writing and delivered personally or by courier or sent by facsimile to the addresses of the parties set out in this Contract. The facsimile numbers and addresses of the Parties are:

**Authority:**

Rhode Island Turnpike and Bridge Authority  
P.O. Box 437  
Jamestown, Rhode Island 02835  
Attn: David Darlington, Chairman  
Telephone: 401-423-0800  
Facsimile: 401-423-0830

**Contractor:** sanef its technologies america, inc.  

95 Seaview Ave.  
Port Washington, New York 11050  
Attn: Laurie Baird, COO  
Telephone: (516) 484-3333  
Facsimile: (516) 484-5161

or at such other address or facsimile number of which the Parties may from time to time Notify one another. A Notice shall be deemed to have been sent and received on the next business day following the day it is delivered personally or by courier or on the next business day following the day on which transmission is confirmed, if by facsimile.

12.11 **Force Majeure.** Neither Party shall be liable for any loss or damage or be deemed to be in breach of the Contract to the extent that performance of such Party's obligations or attempts to cure any breach of the Contract are delayed or prevented as a result of any event or circumstance beyond its reasonable control, including without limitation, war, invasion, act of foreign enemy, hostilities, civil war or rebellion (whether war be declared or not), declaration of quarantine, out-break of disease, acts of terrorism, embargoes, explosions, strike; lockout or other industrial dispute, export or import restrictions, exceptional weather conditions, accidental damage to the Work and time taken to repair such damage, failures of supply of electrical power, or public telecommunications equipment or lines, shortages of materials and equipment or inability to obtain delivery thereof, rejection of or defects in materials and equipment which could not have been reasonably detected or act of God or of a public enemy or any other delays whatsoever provided in such case that the delay could not have been avoided by reasonable efforts. For the duration of such contingency, or for a period
of ninety (90) Days, whichever is shorter, either Party may suspend the term of the Contract by providing written Notice to the other Party to such effect. If the force majeure lasts more than ninety (90) Days, either Party may terminate the Contract by providing to the other Party written notice to such effect, and neither Party shall owe any obligations to the other except as otherwise provided herein and except for scheduled payments by the Authority that were due and owing in accordance with Appendix A as of the termination date.

12.12 Waiver. No failure or delay in exercising rights hereunder shall operate as a waiver of such rights in connection with the circumstances to which they relate or any other circumstances, nor shall any waiver in relation to a particular default operate in relation to any other default.

12.13 Subcontracting. It is understood and agreed by the parties that (i) in the course of providing the Work, the Contractor may, at its discretion, draw on the resources of other advisors or Affiliates, but the provision of the Work will remain the responsibility of the Contractor alone; and (ii) the Contractor may sub-contract with the prior written consent of the Authority, such consent not to be unreasonably withheld, for the performance of this Contract as well as the production of deliverables referred to herein to any Affiliate of the Contractor and to any other company within the group of companies of which the Contractor is a member. The intervention of the foregoing subcontractors, suppliers, agents, employees or workmen shall not relieve the Contractor from any of its obligations or any liabilities provided for in this Contract. The Contractor shall be fully responsible for the acts, defaults, omissions and neglect of its subcontractors, suppliers, agents, employees or workmen of any of them as fully as if they were the acts, defaults, omissions or neglect of the Contractor.

12.14 Governing Law. The Contract shall be governed and construed under the laws of the State of Rhode Island and Providence Plantations, without reference to the conflicts of laws provisions thereof.

12.15 Jurisdiction. Each Party to this Contract hereby irrevocably agrees that any suit, action or proceeding arising out of or relating to this Contract or any agreements or transactions contemplated hereby may be brought in the courts of the State of Rhode Island or of the United States of America for the District of Rhode Island and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each Party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address provided to the Contractor and the Authority in accordance with Section 12.10, such service to become effective ten (10) days after such mailing.

12.16 Assignment. The rights and obligations of the Contractor under this Contract may not be assigned, delegated or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the Authority which shall not be unreasonably withheld.

12.17 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
IN WITNESS WHEREOF the parties have executed this Contract as of the day and year first above written (i.e. the Effective Date).

Rhode Island Bridge and Tunnel Authority

By: [Signature]
Name: David A. Druehl Jr.
Title: Chairman

sanef its technologies america, inc.

By: [Signature]
Name: Aquilino Quevedo
Title: CEO
# APPENDIX A
## DEPLOYMENT PAYMENT SCHEDULE

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost Basis</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total 7 Yr. Term</th>
<th>Payments received through 2/8/2013</th>
<th>Balance remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deployment Cost. Includes all Design, Development, Implementation, Testing, Training, Data Migration, Operational Transition.</td>
<td>Lump Sum</td>
<td>$1,200,000</td>
<td>1</td>
<td>$227,367</td>
<td>$972,633</td>
<td></td>
</tr>
<tr>
<td>Software required for ORT including :Interface to Teilevent Host, Plaza level ORT software, Transaction management &amp; Image Review, 26 Reports &amp; reconciliation, CRM for violation account management and VPC interface plus upgrades of the AVI reader</td>
<td>Lump Sum</td>
<td>$426,000</td>
<td>1</td>
<td>$426,000</td>
<td>$-</td>
<td>$79,038</td>
</tr>
<tr>
<td>IVR (Supplier’s quote Ref # RKCSQ1627)</td>
<td>Lump Sum Pass Though Costs</td>
<td>$79,038</td>
<td>1</td>
<td>$79,038</td>
<td>$-</td>
<td>$79,038</td>
</tr>
<tr>
<td>Great Plains ERP license and implementation (According to Supplier’s quote)</td>
<td>Lump Sum Pass Though Costs</td>
<td>$38,121</td>
<td>1</td>
<td>$38,121</td>
<td>$23,564</td>
<td>$14,557</td>
</tr>
<tr>
<td>Installation of 4 additional ORT lanes on Sakonnet Bridge (according to proposal ref ITS/211-1/LMA/MLJ/12/00 819)</td>
<td>Lump Sum</td>
<td>$1,100,000</td>
<td>1</td>
<td>$-</td>
<td>$1,100,000</td>
<td></td>
</tr>
<tr>
<td>VPC Deployment Cost</td>
<td>Lump Sum</td>
<td>$80,000</td>
<td>1</td>
<td>$-</td>
<td>$80,000</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX B – SCHEDULE OF MONTHLY PAYMENTS
FOR OPERATION AND MAINTENANCE

Interim Maintenance Payment – July 2012 through December 2012  $15,500

Interim Maintenance Payment January 2013 through Go Live  $20,500

Full Scope Maintenance from Go Live for 84 months  $40,150
sanef its technologies america, inc.

Scope of Work
Rhode Island Turnpike & Bridge Authority

E-ZPass Back Office System
TABLE OF CONTENTS

1. SANEF ITS TECHNOLOGIES AMERICA SCOPE OF WORK INTRODUCTION..................4

2. SYSTEM ASSET MANAGEMENT ........................................................................6
   2.1 Toll Point Supervision (TPS)........................................................................6
   2.2 Maintenance Online Management Systems (MOMS) .....................................6
   2.3 Monitoring and Control .............................................................................6
   2.4 Back-up and Restore .................................................................................6

3. CUSTOMER SERVICE CENTER .....................................................................6
   3.1 Toll Admin .................................................................................................6
   3.2 Toll CRM ..................................................................................................7
   3.3 Tag Management application .....................................................................7
   3.4 Public Website ...........................................................................................8
   3.5 Automated Correspondence ......................................................................8
   3.6 Statements .................................................................................................8
   3.7 Image Review ............................................................................................8
   3.8 Financial ....................................................................................................8
   3.9 Transaction Management ..........................................................................9

4. INTERFACES .................................................................................................9
   4.1 Gantry / Lane ............................................................................................9
   4.2 Televent Host .............................................................................................9
   4.3 E-ZPass Interoperability Interface .............................................................9
   4.4 Violation Processing Center Interface ........................................................10
   4.5 Credit Card Clearinghouse Interface ..........................................................10
   4.6 IVR Interface ............................................................................................10
   4.7 Print House Interface ...............................................................................10
   4.8 VES Interface ...........................................................................................10

5. DATA WAREHOUSE AND REPORTING ......................................................10
   5.1 Change Data Capture (CDC) ....................................................................10
   5.2 Extract / Transform and Load (Data Warehouse Creation) .........................11
   5.3 Operational Data Store ............................................................................11
   5.4 Standard Reports (17 Reports) .................................................................11
   5.5 Ad-Hoc Reports .......................................................................................11

6. CHANGE ORDERS ......................................................................................12

7. SERVICES TO SUPPORT SOFTWARE IMPLEMENTATION ..................12
   7.1 Project Management (plans and schedules) ...............................................12
   7.2 IT Infrastructure .......................................................................................12
   7.3 Data Migration .........................................................................................14
   7.4 Development, Software & QA Testing .....................................................14
7.5 Training and Support
7.6 E-ZPass Reconciliation (Reports Only)
7.7 Help Desk
7.8 PCI Compliance (for IT infrastructure and network)

8. **RITBA SCOPE OF WORK**
1. **SANEF ITS TECHNOLOGIES AMERICA SCOPE OF WORK INTRODUCTION**

The following software applications, interfaces and services are to be implemented for the RITBA E-ZPass Back-Office System. These software modules are grouped into subsystems as shown in the following Product Breakdown Structure (PBS):

![Diagram of Product Breakdown Structure](image)

The following sections list each module within the subsystems and expands acronyms within the PBS diagram:

**System Asset Management (SAM)**
- Toll Point Supervision (TPO) / Real-Time Overview (RTO)
- Maintenance On-Line Management System (MOMS)
- Monitoring and Control
- Back-up and Restore
Customer Service Center (CSC)
- Administration Tool for configuration / settings, fare management (Toll Admin)
- Account Management (TollCRM)
- Tag Management (inventory, box check-in/check-out)
- Public Website
- Automated Correspondence
- Statements
- Image Review
- Financial
- Transaction Management
- Automatic Replenishment Analysis
- Rebill

External Interfaces (INT)
- Gantry / Lane
- Credit Card Clearinghouse interface
- Telvent Host Interface
- Interoperability - E-ZPass Group interface
- Violations Processing Center (VPC) interface
- IVR interface software
- Print House Interface

Data Warehouse and Reporting
- Change Data Capture (CDC)
- Extract / Transform and Load (Data Warehouse Creation)
- Operational DataStore
- Standard Reports
- Ad-Hoc Reports

The last section of the PBS represents a set of foundation software that supports all the other modules. These core asset services do not contain specific business rules but provide a set of functionality to support commons system requirements such as security, interface file control, and resource management.

The following sections describe each application, interface or service in more detail.
2. **SYSTEM ASSET MANAGEMENT**

2.1 **Toll Point Supervision (TPS)**

Toll Point Supervision module used to monitor the status of the field equipment components and maintain the alarms generated concerning the components' operational status.

2.2 **Maintenance Online Management Systems (MOMS)**

Maintenance Online Management Module is used to maintain equipment inventory, track spare parts, provide preventative maintenance, manage system work orders, configure alarms and events, and schedule maintenance resources.

2.3 **Monitoring and Control**

Monitor application used for any hardware issues or failures for all Toll System physical servers, including Back Office.

2.4 **Back-up and Restore**

Procedures to restore specific data due to corruption.

3. **CUSTOMER SERVICE CENTER**

3.1 **Toll Admin**

Toll Admin is used to maintain and configure system-wide parameters. This application provides a graphical user interface that enables an administrator to easily access the configuration and management modules. It used to manage system parameters, settings, fares, fees and application layer security.

The base fares to be supported are:
- Cash Rate $2.00 per axle (configurable)
- E-ZPass $2.00 per axle (configurable)

There is no provision in the scope for Time-Of-Day pricing or congestion pricing. Rates must be established within the same axle pricing model.

Four discount plans (specific to each transponder) will be provided within the back office:
- Resident Discount Plan (RIR)
• Frequent User Plan (RI6TRIP) 6 trips valid for 30 days
• Thirty Day Unlimited Discount Plan (RIUNL) $40.00 (configurable) per transponder every 30 days
• RITBA Bus at $.050 for each trip

Toll Admin also provides end user parameters for the following types of types of fees:
• Transponder Purchase: interior and exterior
• Admin Fee: imposed by RITBA for using tag in vehicle of different class
• Statement Fee:
  o [$1.00] per month for Individual account in 2nd year for monthly mailed statements
  o [$2.00] per month for Business account (paper statement after 1 year)
• NSF – Returned Check Fees
• Lost or Stolen Transponder Replacement: Interior and exterior

3.2 Toll CRM

The Toll Customer Relationship Management application (TollCRM) is a web-based application that consists of several modules to support customer account management.

The primary modules are Customer Service, Financial Processing, and Correspondence. Each module contains sub modules which provide the tools and functions to perform the following activities:

• Establish and maintain customer accounts
• Payment processing
• CSR Checkout
• Financial transaction reconciliation
• Managing correspondence activities

3.3 Tag Management application

The Tag Management application is used to track the entire tag inventory lifecycle including distribution to customers. The primary features include:
○ Transponder Inventory
○ Transponder Ordering
○ Transponder Return to Manufacturer
○ Transponder Removal from Service
○ Transponder Returns (Staggler Management)
○ CSR Check-in/Check-out Box

With the Transponder management, the operator shall be able to manage, Returns, Activation, Warranty Repair, Internal Inventory and PO Tracking.

3.4 Public Website

The secure public website will allow customers and Toll Collection System users to manage their account, make payments towards their account/invoices, and review transaction history. The public website will follow current website navigation in order to ease migration to the new site for existing users.

3.5 Automated Correspondence

3.6 Statements

The system will be capable of generating detailed monthly statements.

3.7 Image Review

The Back-Office application used to manually review images. The Image Review application is used to verify that the plate state and number provided by the OCR is accurate. There are two modes of operation: Image Reviewer and Supervisor.

If the user is a member of the Supervisor group role then additional features are available for searching transactions and configuration. In the Image Review mode, image reviewers are restricted to a limited set of features and the application automatically presents images for review depending on the user’s access roles and assignments. There are two actions to perform while reviewing: accept or reject. Reviewers are required to select a plate type for states configured as requiring it.

All images undergo a double-blind review process. If the first review does not match the second review it is work flowed to the Supervisor review queue.

3.8 Financial

The back-office will include features to handle payment reversals, non-sufficient funds, credit card charge back, refunds, and doubtful/bad debt account write-offs and collections. Daily and Monthly summarization of financial activity will be rolled-up to financial GL and Sub GL postings.
3.9 Transaction Management

The key to successful ORT integration is the ability to identify each vehicle uniquely as it passes tolling points. In most cases (estimated at 80%), vehicles will be identified by a tag. Vehicles without a tag will be identified by an image of the license plate.

The Transaction Management Process will process all ORT lane transactions to calculate the fare and determine if a manual image review is needed. Valid E-ZPass transactions are sent directly to the Telvent host for subsequent posting to the customer account by the CSC. All other transactions go through a plate matching process using E-ZPass license plate files (ICLP). The identification of transactions by license plate images is called an iToll or "pay by plate" transaction. iToll transactions are also sent to the Telvent host using the tag information determined in the matching process. The remaining transactions are considered potential violators and are sent for manual image review.

If a motorist does not have a valid tag (negative balance or closed account) the captured image will be retained for subsequent processing as a violation transaction. These transactions will first undergo a manual image review to verify the plate information. License plate transactions (no tag detected) that cannot be matched with a registered account will be identified as violators and processed by the VPC subsystem.

One of the main ways to optimize the balance between automated and manual processing is to regulate the business rules that determine which transactions are sent for image review. The Transaction Management process is flexible in terms of changing business rules. For example, the image capture OCR confidence thresholds can be used to determine what needs to be manually reviewed. Individual states can also be configured to require image review for plate typing.

4. INTERFACES

4.1 Gantry / Lane

4.2 Teleevent Host

Communicate transponder and plate status to the Telvent host and process ETC transactions from the manual lanes.

4.3 E-ZPass Interoperability Interface

The E-ZPass Interoperability interface will initially process License Plate (ICLP) and Tag Validation (TVL) files. The License Plate information will be used to identify those tags associated with plate only transactions. These iToll (pay-by-plate) transactions are subsequently sent to the Telvent host for posting to customer accounts.

For ORT Lane and VPC integration the interface will process Tag Validation Lists (TVL) files and License Plate (ICLP) files. Other files in the interoperability interface will be developed in the Back Office Services project.
4.4 Violation Processing Center Interface

Enforcement is a critical component for the successful operation of ORT Lanes. An effective enforcement system ensures that revenue loss from violators is minimized. Failure to pay tolls will result in a violation notice, which carries a significant fine.

In order to support RITBA's chosen Violation Processing Center (VPC) sanef its technologies america will develop an interface that sends all violation transaction information and associated images to the VPC. This interface will also process acknowledgments and payment information from the VPC. When the VPC identifies vehicle owner information the interface will also handle the transfer of demographics to the RITBA Toll CRM application for handling violation account disputes. The Violation Processing Center (VPC) will provide all services required to process violation transactions and collect all revenue due.

These services will include:
- Name and Address Acquisition (from DMV or other sources)
- Noticing (three stage) with increases in fines as citations age
- Collecting revenue from out-of-state violators

4.5 Credit Card Clearinghouse Interface

Customer credit card and debit card payments are securely processed by this module. This process connects to a payment gateway to submit credit card details with amount of charges and receives the authorization information from the payment processing gateway.

4.6 IVR Interface

An automated Interactive Voice Response (IVR) system that enables customers to access account information from a phone to make payments to accounts or invoices

4.7 Print House Interface

An application to send customer letters/invoice data or printable files to mail to customers. The exchanges of files are usually performed through FTP.

4.8 VES Interface

ORT lane Video Enforcement System (VES) information and related image storage.

5. DATA WAREHOUSE AND REPORTING

5.1 Change Data Capture (CDC)
5.2 Extract / Transform and Load (Data Warehouse Creation)

5.3 Operational Data Store

A copy of the On-Line Transaction Processing (OLTP) database that is optimized for reporting purposes.

5.4 Standard Reports (17 Reports)

The following reports will be provided in the full back-office implementation:

- File Monitoring
- CSR Daily Activity (Detail)
- CSR Summary of Deposits
- CSR Summary By Payment Type
- CSR Summary By Transaction Type
- Processor Reconciliation
- Sales Payment Daily Summary
- Revenue Reconciliation
- Refund Report
- Unused Commuter Trips
- Tag Status Report
- Number of Active Accounts
- Number of Inactive Accounts
- Transactions not Posted
- Toll Posted Collection
- Transaction Reconciliation
- Casual Use

5.5 Ad-Hoc Reports

As part of this project, sanef its technologies america will provide an off-the-shelf reporting tool for RITBA to create ad-hoc reports. The product to be provided is called Microsoft SQL Server Reporting Services (SSRS).
6. CHANGE ORDERS
The following software features are not included in the scope of work and will be priced separately as a change order:

- Integration to Microsoft Dynamics GP
- Unpaid Toll Tracking integrated with Violation Processing System
- Integration of Cash (from manual lanes) into Reporting
- Modification of the system to accommodate the tokenization process. Migration of the payment card data from the existing system to the new tokenized system.

7. SERVICES TO SUPPORT SOFTWARE IMPLEMENTATION

7.1 Project Management (plans and schedules)

Our project approach is based on reducing the project risk during the system deployment and data migration tracks, while providing a solid support base for production. As part of the implementation phase, sanef its technologies america will conduct the following PM activities:

Monthly Project Status meeting at RITBA facilities in Jamestown, RI
Weekly progress meeting to be held with the Authority for actions review (telephone conference)
Progress reports will allow the Authority to get details on system and software development work progress. The Progress Report includes:

- Actions list status,
- Work Schedule,
- Quality Actions,
- Main events,
- Correspondence list,
- Next month(s) main activities

Several workshops and design meetings will be held to review requirements and resolve any issues that impact formalizing acceptance of the design. These meetings include:

- Preliminary Design Review (PDR)
- Critical Design Review (CDR)

7.2 IT Infrastructure

The IT infrastructure, including all servers and networking equipment, to be installed for the back-office will supplement the equipment already installed for the Newport Pell Bridge ORT lanes.
The following figure provides a high-level overview of the server infrastructure to be installed to support the Newport Pell Bridge tolling point and full back-office subsystems:

Note – the IT Infrastructure to be provided does not include any additional equipment needed to integrate additional toll points.
The following Point of Sale (POS) equipment will be provided by sanef its technologies america as part of the IT Infrastructure:

- Credit Card Swipe Machines
- Bar Code Scanners
- Receipt Printers

The following POS equipment shall be provided by the Authority:

- Cash Drawers
- Scanners – for proof of residence and other incoming correspondence

sanef its technologies america will integrate cash drawers and scanners (provided by the Authority) into the TollCRM application.

7.3 Data Migration

The migration phase starts at the same time as the deployment phase, and initially involves creating the Data Migration plan and Interface Control Document (ICD). These key documents will provide a clear pathway for all data to be migrated and delineates the exact responsibilities of each party involved. Data migration will continue with the construction of database utilities to physically move and transform the data from the current AMS system to the RITBA E-ZPass Back Office system. Two major tests will be performed: the initial migration test with a subset of accounts to ensure proper data mapping has been accomplished, the full migration test to verify summary totals and performance capabilities.

In addition to the necessary operational tables in the RITBA E-ZPass Back Office system, the ETL process will create an “account summary” record. This account record will contain key information about the account’s history and current status. Example fields include the Transponder ID, account balance, last payment date, recent correspondence sent, and several other fields. The account summary record will be constructed from the AMS source data, and from the RITBA E-ZPass Back Office system source data. A successful match of all fields in the record will indicate that the account is consistent across both systems.

7.4 Development, Software & QA Testing

sanef its technologies america will follow its internal Software Development Lifecycle (SDLC) process for all design, development, quality control, and release management activities.

Within this lifecycle the following tests are scheduled:

- Factory Acceptance Test (FAT)
- System Acceptance Test (SAT)
- Integration Testing (end-to-end testing)
7.5 Training and Support

Training materials and onsite training will be provided for:

- TollCRM – Registered Account Management
- Reporting (standard and ad-hoc)
- System Administration (Toll Admin)

The training will take place onsite at the RITBA facilities over a two day period.

7.6 E-ZPass Reconciliation (Reports Only)

All reports required for reconciliation of the E-ZPass interface will be provided. These reports include:

- IAG2 Revenue Breakout
- IAG2R Transaction Reconciliation
- IAG2R Toll Transaction Reconciliation Report
- IAG2 Confirmation of Settlement
- IAG3 Inter CSC Toll Correction Reconciliation Report
- IAG7 Inter CSC Rejected Transaction Report
- IAG9 Inter CSC Reconciliation Aging Report
- IAG13A Local Use
- IAg13A Local use
- IAG2 Revenue Breakout
- IAG3 Inter CSC Correction reconciliation
- IAG6A Disputed Toll & Adjustment Report
- IAG6B Disputed Toll & Adjustment Report
- IAG6C Disputed Toll & Adjustment Report
- IAG8 Rejected Corrections

7.7 Help Desk

A Help Desk application will be used to handle service requests, assign tasks to support personnel and resolve incidents.

7.8 PCI Compliance (for IT infrastructure and network)

sanef its technologies america will provide a PCI- DSS compliant Back Office system which will include:
- Configuration of the Back Office network components (IT infrastructure) to ensure security and data protection. Documented system configuration standards will be developed that address all system components and address all known security vulnerabilities for systems used in the card network.

- A Security Policy will be provided to establish rules to ensure the protection of confidential and/or sensitive information stored or transmitted electronically and to ensure protection of RITBA information technology resources. This will be written to specifically address the security of data used by the Payment Card Industry. Credit card data stored, processed or transmitted by RITBA Project will be protected and security controls shall conform to the Payment Card Industry Data Security Standard (PCI DSS). Sensitive credit card data is defined as the Primary Account Number (PAN), Card Validation Code (CVC, CVV2, CVC2), and any form of magnetic stripe data from the card (Track 1, Track 2).

- Sensitive and/or confidential data (e.g., Cardholder Data: PAN and sensitive authentication data) will be protected when stored and when it is in transit over public (or untrusted) networks. Strong industry standard encryption methodologies are used to protect data stored on hard drives, removable media, and backups.

- A vulnerability management program (e.g. Antivirus tool) will be put in place so as to address all system components within the sensitive data environment.

- All publicly exposed web applications used to store, process, or transmit card data shall be protected by a web application firewall (software) that will actively filter malicious traffic to prevent web-based attacks.

- Access to system components and software within the sensitive data environment (cardholder data network) shall be controlled and restricted to those with a business need for that access.
8. **RITBA SCOPE OF WORK**

Operational aspects of the Customer Service Center (CSC) are the sole responsibility of the authority. Sanef ITS Technologies America is responsible for providing the IT system and supporting back office applications software. As such, the following operational tasks are in the scope of the authority:

- Tag fulfillment and inventory management
- Phone System / IVR
- Daily Bank deposit
- PCI Compliance (Operations)
- Account management
- Walk-in Center
- Tag Management
- Call Center
- Payments
- Lockbox
- Application Security
- Manage application security, user roles, assignment to specific functionality using Microsoft Active Directory (AD)
- Collections (Duncan)
- Mailings and Print House
- Mailings, Print house, account statements, notices, email notification, patron correspondence both hard copy and electronic.
- Day to Day reconciliations, reports and audits
- IAG Transactions Reconciliation
- PCI Compliance Audits by a Qualified Security Assessor (QSA)
- All marketing materials, new account applications, FAQs, maps, flyers
- Backup Call Center
- Physical IVR
APPENDIX D – BACK OFFICE SERVICES FOR THE SAKONNET RIVER BRIDGE TOLL OPERATIONS

The Authority anticipates operation of the Sakonnet River Bridge as a toll facility. If and when directed by the Authority, the Contractor shall make such adjustments or modifications to its software and operating systems.

Within thirty (30) days after the notice to include the Sakonnet River Bridge, the contractor shall submit a revised implementation plan. This plan shall conform to Section 4 of the contract but identify any additional or modified Milestones and Intermediate Events.

The combined operating system shall:

1. Provide for the integrated collection of electronic tolls. Any images that are not associated with a valid transponder account shall be transmitted to the Agency as part of the AVI, Vehicle Detection and Classification (AVDC), Image Review, Toll CRM and VES and Host systems;

2. Ensure that the capture, review, classification and transmission of any images not connected to a valid transponder are readable and provide sufficient information for vehicle identification and classification;

3. Check all valid images from Image Review against the E-ZPass Group valid license plate file and against the Authority valid license plate file. If a match is identified, the electronic toll shall be collected as an I-Toll in accordance with Authority and E-ZPass Group policies.

4. Allow for differentials in tolls and fees between the two toll facilities based on the fare types and discount plans as shown in Section 3.1 of the Back Office Proposal (Appendix C)

5. Allow for independent accounting of each facility, with all transactions being assigned to a specific lane, and including the date, time and direction of the transaction.

No additional fees shall be associated with the maintenance of the service set forth in this Appendix D.

Any costs and fees incurred in the development or operation of the services set forth in this Appendix D directly or indirectly chargeable to the Authority in whole or in part hereunder shall be the fair market price for the service provided, or, if there is no market, shall be a commercially reasonable price.
## SCHEDULE A
### COST PROPOSAL

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost Basis</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Total 7.Yr. Term</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Account Management System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1a Deployment Cost. Includes all Design, Development, Implementation, Testing,</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td>$1,200,000</td>
</tr>
<tr>
<td>Training, Data Migration, Operational Transition.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1b Software required for ORT including : Interface to Telvent Host, Plaza level</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td>$425,000</td>
</tr>
<tr>
<td>ORT software, Transaction management &amp; Image Review, 25 Reports &amp; reconciliation,</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRM for violation account management and VPC interface plus upgrades of the AVI</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>reader.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a Fixed Monthly Costs including IAG Reciprocity Activities</td>
<td>Monthly Fixed Price</td>
<td>$24,500</td>
<td>84</td>
<td>$2,058,000</td>
</tr>
<tr>
<td>2b Software Maintenance of the ORT Lanes</td>
<td>Monthly Fixed Price</td>
<td>$14,000</td>
<td>84</td>
<td>$1,176,000</td>
</tr>
<tr>
<td>2c Maintenance of the IVR (Supplier's quote Ref # RKCSQ1627)</td>
<td>Monthly Fixed Price Pass Through Cost</td>
<td>$150</td>
<td>84</td>
<td>$12,600</td>
</tr>
<tr>
<td>3 IVR (Supplier’s quote Ref # RKCSQ1627)</td>
<td>Lump Sum Pass Through Costs</td>
<td>$79,038</td>
<td>1</td>
<td>$79,038</td>
</tr>
<tr>
<td>4 Great Plains ERP license and implementation (According to Supplier’s quote)</td>
<td>Lump Sum Pass Through Costs</td>
<td>$36,121</td>
<td>1</td>
<td>$36,121</td>
</tr>
<tr>
<td>5 Installation of 4 additional ORT lanes on Sakonnet Bridge (according to proposal ref ITS/211-1/LMA/MLJ/12/00 819)</td>
<td>Lump Sum</td>
<td>1</td>
<td>$1,100,000</td>
<td></td>
</tr>
<tr>
<td><strong>Violations/Processing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 VPC Deployment Cost</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
<td>$80,000</td>
</tr>
<tr>
<td>7 Fixed Monthly Costs (Up to 5,000 I-Tolls and 5,000 Toll Violations)</td>
<td>Monthly Fixed Price</td>
<td>$1,500</td>
<td>84</td>
<td>$120,000</td>
</tr>
<tr>
<td>8 Monthly Process Charges For I-Toll Transactions in Excess of 5000 Transactions.</td>
<td>Monthly Fixed Price</td>
<td>Included</td>
<td>84</td>
<td>$-</td>
</tr>
<tr>
<td>9 Monthly Process Charges For Toll Violation Transactions In Excess of 5000 Transactions (includes Multi-State DMV Lookup and Notices Mailed).</td>
<td>Monthly Fixed Price (Units of 2000)</td>
<td>Out of Scope</td>
<td>84</td>
<td>$-</td>
</tr>
</tbody>
</table>

---

Rhode Island Turnpike and Bridge Authority

*E-ZPass Back Office Services*

**Direct Labor Rates**

<table>
<thead>
<tr>
<th>Position/Title</th>
<th>Hourly Rate (Initial/term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1 - Project Manager</td>
<td>$325</td>
</tr>
<tr>
<td>Category 2 - Back Office CTO</td>
<td>$325</td>
</tr>
<tr>
<td>Category 3 - SW Developer/Network Admin</td>
<td>$264</td>
</tr>
<tr>
<td>Category 4 - Database Administrator</td>
<td>$264</td>
</tr>
</tbody>
</table>
**Table of Content**

1. **INTRODUCTION** ........................................................................................................... 2  
   1.1 INTRODUCTION ........................................................................................................ 2  
   1.2 AET SYSTEM ............................................................................................................. 2  
   1.2.1 Proposer overview and Approach ........................................................................ 2  
   1.2.2 Similar projects .................................................................................................... 3  
2. **GENERAL ARCHITECTURE** ...................................................................................... 6  
   2.1.1 Automatic Vehicle Identification (AVI) Subsystem .............................................. 7  
   2.1.2 Automatic Vehicle Detection and Classification (AVDC) Subsystem ............... 8  
   2.1.3 Video Enforcement System (VES) ...................................................................... 11  
   2.1.4 Gantry Controller ............................................................................................... 13  
3. **ASSUMPTIONS AND LIMITS OF WORKS** .............................................................. 18  
   3.1 ASSUMPTIONS .......................................................................................................... 18  
   3.1.1 Site ....................................................................................................................... 18  
   3.1.2 AVI ....................................................................................................................... 18  
   3.1.3 VES ....................................................................................................................... 18  
   3.1.4 AVDC .................................................................................................................. 18  
   3.1.5 GC (Gantry Controller) ...................................................................................... 18  
   3.1.6 Video Audit System ............................................................................................ 18  
   3.2 LIMITS OF WORKS ................................................................................................... 19  
4. **PRICE PROPOSAL** ................................................................................................... 20  
   4.1 TERMS AND CONDITIONS .................................................................................... 20  
   4.2 PRICE ....................................................................................................................... 20  
   4.3 PAYMENT SCHEDULE ............................................................................................. 20
<table>
<thead>
<tr>
<th>Figure</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>System Overview</td>
<td>2</td>
</tr>
<tr>
<td>2</td>
<td>Gantry Lateral View</td>
<td>6</td>
</tr>
<tr>
<td>3</td>
<td>Antenna - RF module and Reader rack</td>
<td>7</td>
</tr>
<tr>
<td>4</td>
<td>AVDC Layout</td>
<td>8</td>
</tr>
<tr>
<td>5</td>
<td>Detection lasers</td>
<td>9</td>
</tr>
<tr>
<td>6</td>
<td>Treadles</td>
<td>9</td>
</tr>
<tr>
<td>7</td>
<td>Optical Treadles</td>
<td>10</td>
</tr>
<tr>
<td>8</td>
<td>Treadle interface board</td>
<td>10</td>
</tr>
<tr>
<td>10</td>
<td>Image Acquisition Units</td>
<td>12</td>
</tr>
<tr>
<td>11</td>
<td>Camera settings</td>
<td>13</td>
</tr>
<tr>
<td>12</td>
<td>Vehicle Under AET Zone (1 of 6)</td>
<td>14</td>
</tr>
<tr>
<td>13</td>
<td>Vehicle Under AET Zone (2 of 6)</td>
<td>15</td>
</tr>
<tr>
<td>14</td>
<td>Vehicle Under AET Zone (3 of 6)</td>
<td>15</td>
</tr>
<tr>
<td>15</td>
<td>Vehicle Under AET Zone (4 of 6)</td>
<td>15</td>
</tr>
<tr>
<td>16</td>
<td>Vehicle Under AET Zone (5 of 6)</td>
<td>16</td>
</tr>
<tr>
<td>17</td>
<td>Vehicle Under AET Zone (6 of 6)</td>
<td>16</td>
</tr>
</tbody>
</table>
1. Introduction

1.1 Introduction

This document describes the key architecture and design principle of sanef its technologies for the AET system proposed for Sakonnet Bridge.

1.2 AET System

1.2.1 Proposer overview and Approach

sanef its technologies has experience with and demonstrates a solid understanding and capability of delivering the Tolling system using a phased and modular/subsystem based approach. The figure below shows an overview of the All Electronic Tolling System to be designed for Sakonnet Bridge.

Figure 1: System Overview

With regards to roadway plan at Sakonnet Bridge, the AET gantry has to cover 2 lanes of 12 feet wide each plus 1 shoulder of 10 feet wide southbound and 3 lanes of 12 feet wide each plus 1 shoulder of 10 feet wide northbound.
It is understood that, to reduce the number of equipment installed on the gantries, delineators on both the inside and outside breakdown lanes, for each direction, will be available.

Multi-lane configuration means that no specific constraint is imposed to drivers in the toll collection zone, and this means that different situations such as overtaking, change of lane and also lane straddling are permitted in this zone. This is possible because the system is designed to manage a large number of vehicles simultaneously, and accommodates to the various range of speed and angles present in real-world traffic.

Free-flow operation means non-stop traffic flow due to automatic payment of toll fees. For those vehicles equipped with a transponder, the fee collection is made automatically with a full coverage radio-frequency transponder-reading system. For other vehicles, video tolling is performed from the determination of license plate information.

### 1.2.2 Similar projects

**sanef its technologies** already implemented this type of system in several location in NAETH America and Europe. Hereafter is an example of different projects:

<table>
<thead>
<tr>
<th>Pocahontas 895 in Virginia</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ 2 lanes + 1 shoulder</td>
</tr>
<tr>
<td>✓ Rear license plate recognition</td>
</tr>
<tr>
<td>✓ E-ZPass transponders</td>
</tr>
<tr>
<td>✓ Classification based on number of axles.</td>
</tr>
<tr>
<td>Location</td>
</tr>
<tr>
<td>--------------</td>
</tr>
</tbody>
</table>
| SR125 in California | ✓ 2 lanes + 2 shoulders  
✓ Rear license plate recognition  
✓ Title 21 transponders  
✓ Classification based on number of axles. |
| M50 in Dublin (Ireland) | ✓ 4 lanes + 1 shoulder lane  
✓ Front license plate recognition  
✓ DSRC transponders  
✓ Classification based on vehicle shape |
| A1 near Paris in France | ✓ 3 lanes + 2 wide shoulder lanes  
✓ Front license plate recognition  
✓ DSRC transponder (GSS-A1 standard)  
✓ Classification based on vehicle shape |
Chapter 1 > Introduction

<table>
<thead>
<tr>
<th>GEB in Vancouver (Canada)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ 4 lanes + 2 shoulder lanes</td>
</tr>
<tr>
<td>✓ Front and rear license plate recognition</td>
</tr>
<tr>
<td>✓ Title 21 transponders</td>
</tr>
<tr>
<td>✓ Classification based on vehicle shape</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Port Mann in Vancouver (Canada)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ 12 lanes + 8 shoulder lanes</td>
</tr>
<tr>
<td>✓ Front and rear license plate OCR and images for enforcement</td>
</tr>
<tr>
<td>✓ Title 21 + ISO180006C + ASTMv6transponders</td>
</tr>
<tr>
<td>✓ Classification based on vehicle shape and number of axles</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rhodes Island (USA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ 2 lanes</td>
</tr>
<tr>
<td>✓ Rear license plate OCR and images for enforcement</td>
</tr>
<tr>
<td>✓ EZ-Pass Transponders</td>
</tr>
<tr>
<td>✓ Classification based on number of axles</td>
</tr>
</tbody>
</table>
The figure hereafter gives a lateral view of the gantry including the footprint of the different sensors. The exact position of sensors will be determined during design phase.

![Gantry Lateral View](image)

**Figure 2: Gantry Lateral View**

Automatic vehicle transaction processing is performed by a combination of four subsystems:
- Automatic Vehicle Detection and Classification (AVDC);
- Automatic Vehicle Identification (AVI);
- Video Enforcement System (VES) and;
- Gantry Controller which is the core of the system in charge of the association of information coming from the different subsystems.

The AVDC equipment is physically the first sensor and is activated as soon as a vehicle arrives. It provides several information when a vehicle passes through the detection zone, such as the vehicle position and number of axles for class determination.

Connected to the video enforcement system through the Gantry Controller, it provides information to trigger the image capture of each vehicle passing through the detection zone. Whenever needed, it will be possible to retrieve the images of the vehicle.
From the rear vehicle image capture, image processing is performed in order to extract the license plate number and apply optical character recognition (OCR) to identify the vehicle license plate information.

A transponder in a vehicle is read when it passes under a structure on which the appropriate number of antennas is mounted to allow a suitable reading zone. Depending on the result of the transponder transaction the system has to manage different situations such as invalid transponder, no transponder in the vehicle, multiple transponders in a single vehicle and obviously valid transponder.

For each vehicle crossing the system a transaction report is generated in which all these data are recorded.

2.1.1 Automatic Vehicle Identification (AVI) Subsystem

To cover 5 traffic lanes 8 antennae will be fixed on the gantry, the shoulders being neutralized by delineators. The RF pattern and power level will be fine tuned for optimal performance. Antennas on AET lanes will be connected to readers.

Readers perform EZ-Pass transactions and provide a single interface to the host application (the lane controller). Antennas are mounted on the gantry and are connected to a RF module plugged in reader rack. The rack will be housed in a cabinet near the AET lane.

![Antenna - RF module and Reader rack](image)

Figure 3: Antenna - RF module and Reader rack

The AVI subsystem is capable of accurately receiving encoded data messages from multiple EZ-Pass transponders. The subsystem has self-testing features that ensure all elements are functioning correctly. When any failure occurs in any part of the AVI subsystem's hardware and/or software, a warning/status message will be reported. In case of communication failure between the reader and the lane controller, the reader has the capability to store the events until the communication is recovered. When the link comes back up, the buffered messages are sent to the Lane controller. Real-time messages are given priority.
over buffered messages during the recovery period. Transaction messages are
time-stamped by the reader.

The model of antenna is MARK IV IAG-1. They will be mounted at around 17 ft
high and set with an up-tilt pitch angle of around 15 degrees relative to the
roadway slope.

**sanef its technologies** successfully integrated Kapsch AVI readers for AET lane
systems accepting E-Zpass of the following agencies, R895 Pocahontas Parkway,
Virginia and Pell Bridge in Jamestown (Rhode Island) using same Badger
readers and IAG antennas.

### 2.1.2 Automatic Vehicle Detection and Classification (AVDC)
**Subsystem**

The goal of this component is to detect and classify accurately and in a reliable
manner all the vehicles crossing the AET zone.

Data generated by AVDC system is also used to generate triggers for the Video
Enforcement System, to determine vehicles license plate information.

![AVDC Layout](image)

**Figure 4 : AVDC Layout**

The AVDC system is based on a combination between overhead lasers and
treadles. We have already integrated this solution in an AET project in California
(SR125) and Rhode Island (RITBA). Lasers are used to detect and locate
vehicles whereas treadles are used to count the axles.
Both Entry and Exit laser scanner is the LMS 511 product produced by SICK:

![Detection lasers](image)

**Figure 5 : Detection lasers**

Lasers are installed overhead, vertically and perpendicular/or slightly tilted to the lanes, on the exit gantry.
Accuracy is required because data generated by AVDC is a critical input for the correlation engine and directly impacts the system performances.

The drawing below shows the layout of treadles on the road.

![Treadles](image)

**Figure 6 : Treadles**

The length of treadles is the half of the lane width. Because delineators will prevent access, the shoulders do not have to be covered

Treadles are optical sensors connected to interface board via a fiber optic.
Exit lasers are used to generate triggers to the VES system when vehicles release them. They are also used in combination with treadles to determine the number of axles of the vehicles. Once the Exit laser activated the system counts the events occurring on the treadles until the laser is released.

The sequence hereafter illustrates it:
2.1.3 Video Enforcement System (VES)

The VES system will include 10 rear Image Acquisition Unit (I.A.U.) to determine information on vehicle rear license plate. The optical sensors, lens, camera, etc. will provide adequate vertical and horizontal resolution for the line width of any license number plate issued in Rhode Island.

There is a sufficient overlap between adjacent cameras to make sure any license plate will be at least in one camera field of view whatever the position of the vehicle might be on the lane.

These I.A.U. have high performances with a high-speed shutter and a high acquisition rate.

We use Infra-Red based cameras to get high performances even during night when environmental light is low.
Each image associated data file will include (at a minimum) a name that allows for easy retrieval from the VES server, OCR result on license plate number and confidence level and date/time stamp in milliseconds. All images and associated license plate information results will be correlated with the correct vehicle transaction.

**Image Acquisition Unit – “All-In-One”:**
- The IAU integrates the entire device in a single unit.
- The IAU is waterproof (IP67).
- The connection element (power supply and Ethernet) are themselves waterproof. With it, the IAUs can be connected and disconnected in a few seconds.
- The IAU integrates all the devices intended to facilitate its installation, adjustment and maintenance.

![Image Acquisition Units](image)

**Figure 10: Image Acquisition Units**

**Optimized Filming:**
- The IAU incorporates its own infrared illumination (IR).
- This illumination is pulsed (illumination synchronized with the opening of the shutter) in order to reduce the use of the LEDs and the thermal dissipation.
- The framing is adapted to image processing constraints.
- The frequency is adapted to road and motorway conditions (filming at a high speed of 50 images per second).
• The IAU has a permanent and automatic control of the filming parameters for adaptation to the luminosity conditions. Cameras are synchronized with their own infra-red illuminator. The illuminator is pulsed to reduce to their power consumption and to improve their MTBF.

Because of requirements due to AET configuration and particularly vehicle potential high speed, we integrate a solution based on high resolution, high speed shutter and high image acquisition rate (50 images per second). To comply with different weather and plate conditions, the system modifies contrast and illumination parameters between successive image acquisitions. Each vehicle has its license plate capture in accordance with these different settings. Parameters are defined to have low, medium and high level. Photos below illustrate this principle for a single vehicle:

<table>
<thead>
<tr>
<th>Low level setting</th>
<th>Medium level setting</th>
<th>High level setting</th>
</tr>
</thead>
</table>

![Figure 11: Camera settings](image)

The Image Acquisition Units are connected to Video Enforcement System application hosted in the Lane controller server. Upon reception of information from AVDC system, the VES application sends a trigger to relevant cameras. OCR is performed in the ICS and OCR result with images and associated information are sent back to the VES server.

As an option it possible to read the front license plate as well. To make this option available in the system, additional hardware is required. In this case data issued from front license plate OCR will be recorded in the transaction report as for the rear license plate and sent to the CSC for more process.

### 2.1.4 Gantry Controller

Gantry Controller servers use Dual Core class processors and the Microsoft Windows Server 2008 operating system. The Gantry Controller server will control all gantry equipment and subsystems, and will communicate data in near real-time with the Host System (Back Office). Communications will be established utilizing network communication between the lanes and server via
100Mbs or 1Gbs LAN. Each Gantry Controller server will have a unique TCP/IP address and computer name for connectivity to the local domain controller. The Gantry Controller servers are designed to control and communicate with the following components and/or subsystems:

- Automatic Vehicle Detection and Classification (AVDC) subsystem
- Video Enforcement System (VES)
- Automatic Vehicle Identification (AVI) subsystem
- Host System

The Gantry Controller combines AVI data with vehicle detection and classification data to assign transponder data to the right vehicle. The Gantry Controller triggers the capture of rear license plate images for each vehicle detected by the system. It will annotate the video and digital transaction reports with relevant information to allow unambiguous association of the image data to the transaction. The report will contain such data as a unique transaction number, transaction date, time, location, transponder transaction data (if present), vehicle classification, license plate information. The Gantry controller performs this process for every vehicle going thru the AET lanes. Violations detection and processing is made at the Host System level according to business rules.

The following diagrams provide a description of data generated during the passage of a vehicle thru the gantry.

**Vehicle arrives under the Entry laser scanner:**
- Vehicle detected by the laser.
- Vehicle position sent to the Gantry Controller (GC).
- Vehicle instance created.

*Figure 12: Vehicle Under AET Zone (1 of 6)*
Vehicle OBU arrives under the antenna communication zone:
- OBU is read and located.
- Vehicle scan still in progress.

Figure 13: Vehicle Under AET Zone (2 of 6)

Vehicle releases the Entry laser:
- Last vehicle position is sent to the Gantry Controller (GC).
- OBU still under antenna communication zone.

Figure 14: Vehicle Under AET Zone (3 of 6)

Vehicle arrives under the Exit laser scanner:
- Vehicle position is recalculated by the laser and sent to the GC.
- Start axle counting.
- OBU still under antenna communication zone.

Figure 15: Vehicle Under AET Zone (4 of 6)
Vehicle arrives on the treadles:
- Axle counting in progress
- OBU still under antenna communication zone.

Vehicle releases Exit Laser:
- End of axle counting
- Vehicle class can be determined.
- Last vehicle position is sent to the GC.
- Trigger is sent to VES system to determine rear license plate information.

DATA ARE ASSOCIATED AND A TRANSACTION REPORT IS BUILT AND SENT TO THE BO

In the event of a communications failure, the Gantry Controllers will continue to store data on their local hard drive. This data will be uploaded automatically once network communication is restored, and can, at any time, be downloaded off the Gantry Controllers via a laptop.

Although maintenance functions are built in the Gantry Controllers and accessible on site by a maintenance technician to run diagnostics tests, the Gantry Controllers allow a connection through the local Ethernet jack to hook up a laptop should the communication with the Back Office be disrupted. This network connection allows transfer of data to and from the lane and allows the technician performing software changes and/or updates. The software application itself has a built-in maintenance feature whereby maintenance personnel can access various information/maintenance screens to facilitate diagnostic and testing operations.

This same functionality is provided remotely using the WAN interface, allowing remote authorized users on the network to access the entire resources of the
Gantry Controller, examine log files, stop and launch processes and observe actual live operation of the system. The Gantry Controller will, therefore, provide the ability to remotely download updates to its operating software and configuration. This capability includes a failsafe mechanism that protects against update data errors.

The Gantry Controller will accept a time synchronization input through its WAN connection from a remote master clock at the Host Office subsystem. It is charge of synchronizing the different subsystems if they require synchronization. The Gantry controller server must act as the time server for the different subsystems connected since the correlation rules to build transaction report are based on geo-temporal criteria.

The Gantry Controller will provide status reporting of all significant events and data (such as lane status and equipment status).

The Gantry Controller is the core of the system and as a consequence is very critical. To ensure a high level of availability, this part of the system is redundant and managed in a primary / secondary mode. This is accomplished by a dedicated protocol where the secondary controller monitors the status of the primary one and takes its place in case of failure.
3. Assumptions and limits of works

3.1 Assumptions

3.1.1 Site

- 3 lanes (12 feet wide each) on northbound
- 2 lanes (12 feet wide each) on southbound
- The 4 shoulders being neutralized by delineators
- Road side equipment to be installed in a climate controlled structure.
- All equipment should have backup power in the form of a generator in the event power is interrupted.

3.1.2 AVI

- 8 antennas IAG 1. Antenna will be installed in the middle of the lane and in between lanes
- 1 reader per direction

3.1.3 VES

Capture of rear plates: 10 HD cameras to cover both directions.
No possibility for a vehicle to evade from the system whatever the position of the vehicle on the lane might be and even if the license plate is on the edge of the vehicle.
High performance camera used in full ORT system and can capture and read LP from vehicle travelling at high speed (more the 110 mph). Even at very high speed, vehicles won’t be able to evade.

3.1.4 AVDC

Combination of lasers and treadles
Equipment used in full ORT system and no speed limitation.
Number of axles determined from treadles in association with laser information.

3.1.5 GC (Gantry Controller)

Gantry Controller server is redundant to improve availability.
Computer will be hosted in an outdoor cabinet near the gantry.

3.1.6 Video Audit System
Chapter 3 > Assumptions and limits of works

No VAS system included in this proposal

3.2 Limits of Works

From our understanding of RITBA needs, we haven’t considered that the following items are part of our proposal:

- Mounting brackets are dependent from the gantry structure. Design, procurement and installation of those brackets are not included.
- Civil works are not included in this quote and is assumed to be performed by others (conduits, pavement saw cut, excavation for treadles, splicing junctions boxes, concrete pad for cabinet ...).
- Electrical works are not included in this quote and is assumed to be performed by others (power distribution panel, lighting, accessory outlets ...).
- Traffic works are not included in this quote and is assumed to be performed by others (traffic diversion, permit for lane closure ...).
- Test vehicles (vehicles and drivers) for fine tuning and commissioning tests will be provided by RITBA.
- Assumption is made that U turn is possible during the fine tuning and testing period.
- No provision for on-site maintenance during the defect liability period.
- No provision for office /warehouse on site. Those facilities will be provided by RITBA near Sakonnet Bridge.
- Assumes that Ethernet Network connection available at the gantry location with the necessary bandwidth.
- Assumes that Power is available at the gantry location.
- No UPS is included.
- Assumes that no modification of the Host or the back office is required to handle the AET lanes.
- Software maintenance will be covered by software licence maintenance fee.
- The following spare parts are included in this proposal:
  - 1 Badger Reader
  - 1 Lane Kit IAG-1
  - 1 LMS 511 - Overhead laser scanner
  - 1 Single Sensor Treadle w/ EZ Frame
  - 1 Two-Channel Optical Transmittance Analyzer w/ IR laser
  - 1 Control Device Master RTS
  - 1 MOXA Unmanaged Switch 15 x 10/100 RJ45
  - 1 Integrated ANPR Camera w/ IR Illumination
  - 1 IPC MXC-2002D
4. Price Proposal

4.1 Terms and conditions

- Prices exclude local/state/federal taxes.
- Insurance and/or bounding costs will be paid in addition (as no requirement regarding the amounts are defined for those items).
- All invoices shall be paid Net 30 days from invoice date. Late payments are subject to a 1.5% per month interest charge.
- **sanef its technologies'** total liability to Customer for any and all liabilities arising out of or related to this contract, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall not, in the aggregate, exceed the amounts paid to **sanef its technologies** under the Contract.
- The Customer shall bear all risk of loss for materials and equipment upon delivery to the site of the Customer.
- **sanef its technologies** is not responsible for any hazardous conditions encountered at the site.
- **Warranty** – A one year warranty on parts only is included. Defective parts will be repaired or replaced at **sanef its technologies** option.

4.2 Price

**sanef its technologies'** price is $1,100,000.00 .

- All pricing is in US Dollars and the validity of the proposal is 30 days from date of issuance.
- Any change or deviation from the attached Terms and Conditions may result in a change in price.

4.3 Payment Schedule

**sanef its technologies** proposes the following payment schedule for SOW elements:

- Notice to Proceed / Mobilization – 20%
- System Design Completion – 25%
- System Development and Factory Testing Completion – 25%
- Field Installation and Field Checkout Testing Completion – 20%
- Operational Test Report Approval– 10%
sanef its technologies america, inc.

Software Maintenance Proposal for
Rhode Island Turnpike & Bridge Authority
Open Road Tolling (ORT) System
## TABLE OF CONTENTS

1. OVERVIEW OF THE MAINTENANCE PROPOSAL ....................................................... 3

2. CORRECTIVE MAINTENANCE ............................................................................. 5
   2.1. Priority Response Services ........................................................................ 5
   2.2. ORT Lane Maintenance Services .............................................................. 6
   2.3. Minor Fault Reporting .............................................................................. 7
   2.4. Software Quality and Configuration Management ................................. 8

3. SYSTEM MONITORING ..................................................................................... 9
   3.1. Field Application Monitoring .................................................................. 9
   3.2. Back-Office Related Software Monitoring ............................................. 9
   3.3. Back-Office System Monitoring and Production Control ....................... 10

4. REPORTING ..................................................................................................... 13

5. OUT OF SCOPE SERVICES ............................................................................ 14
1. OVERVIEW OF THE MAINTENANCE PROPOSAL

This document describes the software maintenance activities to be provided to the Rhode Island Turnpike and Bridge Authority (RITBA) to support the Open Road Tolling (ORT) system. This software includes the back-office software for transaction management and the software integration with Telvent, ACS/Xerox, and Duncan Solutions. The ORT Tolling system became operational on June 22nd, 2012.

The maintenance activities can be categorized as follows:

- **Major Corrective Maintenance**: maintenance activities required to correct or repair deficiencies for a major fault in the toll system software. A major fault of the system affects the system’s safety, revenue or traffic flow.

- **Minor Corrective Maintenance**: maintenance activities required to correct or repair deficiencies for a minor fault in the system. Minor corrective maintenance is used for a fault where the damages are recoverable or the fault does not affect the system’s safety, revenue or traffic flow.

- **System Monitoring**: inspection of the system’s health to ensure the operational efficiency and security of the system.

The following overview diagram provides an overview of the components and data flow for the ORT system software and related back-office software components.
Figure 1: ORT Lanes and Back-Office Software Integration Overview

The following sections describe the approach to maintaining the toll system software and performing corrective maintenance actions:
2. CORRECTIVE MAINTENANCE

The proposed corrective maintenance program for the ORT Tolling System is used to address faults of the system identified by sanef its technologies america staff, RITBA or other entities interacting with the system. Each fault identified will be tracked and assigned a priority. The priorities are:

Priority 1 (Emergency): An event that affects the system’s safety, revenue or traffic flow whose impact cannot be recovered.

Priority 2 (Major): An event or system fault that affects the system’s revenue; however the revenue can be recovered through subsequent actions.

Priority 3 (Minor): A system fault that does not affect loss of revenue.

The following sections describe the set of services to handle each priority level.

2.1. Priority Response Services

Telephone support will remain the first course of action for assistance for Priority 1 and Priority 2 events and faults. There is no constant onsite coverage proposed, however sanef its technologies america will provide on-site resources as needed for a given issue or emergency incident (to be billed on a time-and-materials basis).

sanef its technologies america will adhere to two milestone goals in the corrective maintenance process for high priority services. The first milestone is response time, which is the timespan from notification of a problem until the commencement of corrective action. The second milestone is repair time, which is the time span between repair commencement and problem resolution. The following milestone goals are for high priority responses:
<table>
<thead>
<tr>
<th>Maintenance Category</th>
<th>Fault Priority</th>
<th>Response Times (RST)</th>
<th>Repair Times (RPT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Maintenance (remote)</td>
<td>Emergency (1)</td>
<td>≤ 2 hours</td>
<td>≤ 1 day</td>
</tr>
<tr>
<td>Major Corrective Maintenance (remote)</td>
<td>Major (2)</td>
<td>≤ 4 hours</td>
<td>≤ 5 days</td>
</tr>
<tr>
<td>Minor Corrective Maintenance (remote)</td>
<td>Minor (3)</td>
<td>≤ 8 hours</td>
<td>≤ 15 days</td>
</tr>
</tbody>
</table>

Table 1: ORT Software Response and Repair Times

sanef its technologies america will provide monitoring services for software operations and be available to respond to software related problems on a 24 hour a day 365 day a year basis. During sanef its technologies america normal business hours (M-F), we shall employ sufficient staff to adequately monitor the system and perform routine and remedial tasks.

During non-business hours, sanef its technologies america shall assign sufficient staff to work on an on-call basis to handle emergencies and other unusual situations. Individuals who are on-call shall carry a cell phone so they can be contacted directly by RITBA operations or maintenance personnel.

The maintenance and production control support for the following plaza/host and violation processing software applications and related IT Infrastructure included are:

- Data Processing and Validation Services: Transaction Management, iToll Processes
- Violation Processing: Image Review and Violation Account Management
- Interfaces: Telvent Host and Duncan Solutions
- Reports Manager and associated reports

2.2. ORT Lane Maintenance Services

The proposed maintenance services will encompass corrective maintenance activities, including:

- Make recommendations to the authority about ORT lane spare parts inventory (stocking levels).
- Diagnose problems, errors, and discrepancies identified in the ORT lane software and resolve them.
- Correct any ORT lane software defects.
• Apply third-party software updates and patches for the ORT lane system such as the BIOS, drivers, operating system, and other applications.

2.3. Minor Fault Reporting

Minor faults will be reported and tracked as issues. A Help Desk tool will be used to manage all issues within the ORT lane software systems and supporting back-office software components.

The Help Desk tool will perform the following main functions:

• Issue Creation – Capture of issue description, service level, category, system component, creation date.
• Notification – Notifying via e-mail all appropriate parties of the creation and status change of issues based upon category, system component and service level.
• Escalation Rules – Maintain rules for issues that are triggered when certain predefined conditions are met by an issue’s status or age. For example, if an issue has not been resolved by its due date then a past due date event is triggered, or if an event has a high urgency, the high urgency event is triggered. Also, if an issue becomes past due then a reminder notification can be configured to be issued.
• Reporting – Listing of issues with user-provided statuses and resolution.

The figure below depicts the range of reports provided by Help Desk:

---

Figure 2: Help Desk Reports Overview
2.4. Software Quality and Configuration Management

sanef its technologies america will maintain all ORT lane and back-office software components using Microsoft Team Foundation Server (TFS), which provides check-in/check-out capabilities, version and configuration control. All software fixes and/or patches shall go through a Software QA process. Release notes shall be provided with every software update and will be deployed only after approval from RITBA.
3. SYSTEM MONITORING

3.1. Field Application Monitoring
The Maintenance Team will monitor indicators on system health, and alert RITBA and sanef its technologies america resources about any ORT software related issues. This information includes OCR data availability and various transaction validation checks. Any findings from this set of monitoring activities will be reported to the Authority so that potential operations impact can be evaluated.

3.2. Back-Office Related Software Monitoring
sanef its technologies america will monitor, review, and analyze system and application logs. Some events within these logs have priorities which cause an immediate e-mail notification upon generation.

Back-office system monitoring includes:
- Checking the utilization of memory.
- Verifying adequate storage capacity.
- Checking CPU usage history.
- Monitoring events generated by the Operating System.
- Confirm appropriate antivirus and window updates have been performed.
- Monitoring any alarms generated by the application software.

<table>
<thead>
<tr>
<th>Component</th>
<th>Task</th>
<th>Period (*)</th>
<th>Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Active</td>
<td>Review Security Access and Remove</td>
<td>1 week</td>
<td>System Administrator</td>
</tr>
<tr>
<td>Directory</td>
<td>unnecessary access.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Database</td>
<td>Defragment/Optimize Re-index.</td>
<td>1 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>Windows Server OS</td>
<td>Update with latest security patches</td>
<td>1 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>OS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Windows Server</td>
<td>Clean old log files.</td>
<td>1 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>OS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAN</td>
<td>Defragment.</td>
<td>3 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>Software</td>
<td>Update with latest tested patches.</td>
<td>1 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>Firewall</td>
<td>Update with latest tested patches.</td>
<td>1 month</td>
<td>System Administrator</td>
</tr>
<tr>
<td>Component</td>
<td>Task</td>
<td>Period (*)</td>
<td>Responsibility</td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------------------------------------------</td>
<td>-------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>PCI Compliance for Back-Office subsystem</td>
<td>Monitoring of tasks as per the Operating Procedures</td>
<td>Daily, Weekly, Monthly as required</td>
<td>Network/System Administrator</td>
</tr>
</tbody>
</table>

Table 2: Back-Office Software Monitoring Activities

3.3. Back-Office System Monitoring and Production Control

As part of this maintenance agreement sanef its technologies america will provide monitoring and support services for all Back-office components supporting the ORT lanes. These set of services and applications include:

- Transaction Management (validation, and processing of ORT transactions, including iToll process).
- Image Review application.
- Telvent Host Interface (including processing of TVL and ICLP files from Xerox/ACS).
- Violation Processing Account Management (payment of violations and manual iToll feature).
- Duncan Solutions Interface (New Business, Payment, Adjustments, Noticing, Acknowledgments, file transfer, quality and production control).
- Reports Manager and associated reports.
The Telvent interface is a key sub-system of the ORT Back-office. A set of monitoring tools, implemented via application logs and file controls, are available to ensure the interface is working properly. A third-party software tool, Logmeister is used to constantly monitor the logs and files within the system. Logmeister will send emails when an issue is detected. The following diagram depicts the components of the interface:

**RITBA - TELVENT File Processing Overview**

<table>
<thead>
<tr>
<th>Time</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00</td>
<td>TRX file is sent to Telvent every hour (on the 10th minute) if we have transactions available.</td>
</tr>
<tr>
<td>7:00</td>
<td>ACK file is received every hour at 40th minute if we send a TRX every hour.</td>
</tr>
<tr>
<td>7:00</td>
<td>TVL file is received daily between 4:20 to 6:00 AM and being processed by the TVL File Processing SQL job in IOP Server at 0:00 AM.</td>
</tr>
<tr>
<td>7:00</td>
<td>ICLP file is pulled daily at 12:35 PM and being processed by the New ICLP SQL job in IOP Server at 12:40 PM.</td>
</tr>
<tr>
<td>7:00</td>
<td>Console App running from Task Scheduler in APP01 every 15 minutes with the exception.</td>
</tr>
<tr>
<td>7:00</td>
<td>FDIKO Archive,</td>
</tr>
<tr>
<td>7:00</td>
<td>FDIKO Input (192.168.55.22)</td>
</tr>
<tr>
<td>7:00</td>
<td>192.168.55.22</td>
</tr>
<tr>
<td>7:00</td>
<td>FTP Location:TVL/Archive</td>
</tr>
<tr>
<td>7:00</td>
<td>FTP Location:ICLP/Extract/Locations</td>
</tr>
<tr>
<td>7:00</td>
<td>FTP Location:ICLP/Archive</td>
</tr>
<tr>
<td>7:00</td>
<td>F:TRK/DUMP</td>
</tr>
<tr>
<td>7:00</td>
<td>F:TRK/OUTPUT</td>
</tr>
<tr>
<td>7:00</td>
<td>F:TRK/Archive</td>
</tr>
<tr>
<td>7:00</td>
<td>TRX file is sent to Telvent every hour (on the 10th minute) if we have transactions available.</td>
</tr>
<tr>
<td>7:00</td>
<td>ACK file is received every hour at 40th minute if we send a TRX every hour.</td>
</tr>
<tr>
<td>7:00</td>
<td>TVL file is received daily between 4:20 to 6:00 AM and being processed by the TVL File Processing SQL job in IOP Server at 0:00 AM.</td>
</tr>
<tr>
<td>7:00</td>
<td>ICLP file is pulled daily at 12:35 PM and being processed by the New ICLP SQL job in IOP Server at 12:40 PM.</td>
</tr>
<tr>
<td>7:00</td>
<td>Console App running from Task Scheduler in APP01 every 15 minutes with the exception.</td>
</tr>
<tr>
<td>7:00</td>
<td>F:ICLPServer</td>
</tr>
<tr>
<td>7:00</td>
<td>SFTP Server</td>
</tr>
<tr>
<td>7:00</td>
<td>TRX file is sent to Telvent every hour (on the 10th minute) if we have transactions available.</td>
</tr>
<tr>
<td>7:00</td>
<td>ACK file is received every hour at 40th minute if we send a TRX every hour.</td>
</tr>
<tr>
<td>7:00</td>
<td>TVL file is received daily between 4:20 to 6:00 AM and being processed by the TVL File Processing SQL job in IOP Server at 0:00 AM.</td>
</tr>
<tr>
<td>7:00</td>
<td>ICLP file is pulled daily at 12:35 PM and being processed by the New ICLP SQL job in IOP Server at 12:40 PM.</td>
</tr>
<tr>
<td>7:00</td>
<td>Console App running from Task Scheduler in APP01 every 15 minutes with the exception.</td>
</tr>
<tr>
<td>7:00</td>
<td>SQL Jobs in IOP Server:</td>
</tr>
<tr>
<td>7:00</td>
<td>1. ACK File Processing</td>
</tr>
<tr>
<td>7:00</td>
<td>2. New ICLP</td>
</tr>
<tr>
<td>7:00</td>
<td>3. TRX File Processing</td>
</tr>
<tr>
<td>7:00</td>
<td>4. TVL File Processing</td>
</tr>
<tr>
<td>7:00</td>
<td>5. ICLP Table Drop Process</td>
</tr>
<tr>
<td>7:00</td>
<td>6. TVL Table Drop Process</td>
</tr>
</tbody>
</table>

Definitions:
- **TRX**: Transaction file which CS sends to Telvent (currently includes only ETC & I-Toll Transactions)
- **ACK**: Acknowledgement file sent by Telvent to CS for the receipt of TRX file
- **TVL**: Transaction file which CS sends to Telvent every day
- **ICLP**: File is pulled from Ezi-pan by CS from Telvent daily once
- **WATCH-CSC**: Console App in CS which runs the transactions from FIS to CSC database every 15 minutes with the exception of not running from 5:20 AM to 7:20 AM and 12:20 PM to 1:20 PM daily
- **TIM**: Transaction Management is part of the WatchCSC application

**Figure 4: Telvent Processing Overview**

The monitoring activities involve the following processes as listed in the upper left hand corner of the diagram:

1. **Watch-CSC**
2. **TVL File Processing**
3. ICLP File Processing

4. TRX file Processing

5. ACK File Processing

Another key external interface is the Duncan Violation Processing Interface. Sanef ITS Technologies America will provide monitoring and software maintenance activities for the interface. The following diagram provides an overview of the different files exchanged:

Figure 5: RITBA VPS Interface
4. REPORTING

sanef its technologies america will provide a quarterly summary report of all issues and monitoring activities to the system, during the previous quarter. The report will include the following:

- Summary statistics on response and repair times.
- List of issues opened and closed.
- Key results of monitoring activities.
- Planned software releases, if any.

The report will also include statistics, such as OCR success rates shown in the diagram below:

![Figure 6: Sample report on OCR performance](image-url)
5. OUT OF SCOPE SERVICES

Sanef ITS Technologies America will provide support services outside the scope of this contract on a time-and-materials (T&M) basis at the following rates:

- Hardware Technician: $130 per hour
- Spare Parts & Other expenses: Cost plus 15%

The types of services that will be billed on a time-and-materials basis include, but are not limited to:

- Remote and on-site support for ORT lane hardware related issues.
- Services required due to unusual incidents and emergencies (natural disasters, bridge closing events, traffic accidents).
- Services incurred due to incorrect power source.
REFERENCE: Updates to the RITBA Back Office Deployment (2) – CR006a

Subject: RITBA Change Order – Proposal no. 2

Dear Buddy,

We are hereby pleased to submit an updated proposal to the Rhode Island Turnpike and Bridge Authority for the implementation and/or modification of additional Back Office functionality:

- Reports
- PCI Compliance
- Image Review Sweep related process

SCOPE OF WORK

This includes updates to the Report Management module, the Duncan Interface related changes, providing PCI Compliance related consulting as well as providing Image Review process related updates.

1. Reports:
   - The following additional reports have been delivered as part of the overall reporting package (Standard):
     - Aged Receivables Report (Sanef did not anticipate creating this report as part of the planned deployment phase costs)
     - Changes to the reports created as per the requirements provided by RITBA (taken from Xerox) including Q13, Q3m, Q15 and Q58

2. PCI Compliance:
   - Sanef has provided extended support and in-depth expertise relating to PCI Compliance post audit activities in order to achieve the necessary level of certification. This includes providing consulting relating to securing the RITBA domain as well.

3. Image Review Sweep:
   - At RITBA’s request, Sanef has promptly conducted the process to post the transactions – both plates based as well as tag based so as not to lose to the extent possible, revenue relating to those transactions based upon the 60 day posting rule for IAG.

[Signature]

Sanef ITS Technologies America, Inc. – 35 Newview Blvd, Port Washington, NY 11050
Tel: 516-404-3333 Fax: 516-404-5161

Port Washington, NY, January 14th 2013
### Schedule of Price

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Modifications and Additions to Reports (Aged Receivables, other report updates including REC01, REC02, Q13)</td>
<td>1</td>
<td>$36,500</td>
<td>$36,500</td>
</tr>
<tr>
<td>2</td>
<td>PCI Compliance consulting</td>
<td>1</td>
<td>$9,500</td>
<td>$9,500</td>
</tr>
<tr>
<td>3</td>
<td>Image Review Sweep process</td>
<td>1</td>
<td>$8,975</td>
<td>$8,975</td>
</tr>
</tbody>
</table>

**Total Price** $49,975

---

**Program Schedule**

The implementation, testing and delivery of the above changes have been carried out by Sanef ITS Technologies Inc. as per the schedule provided by RITBA.

**Commercial conditions**

1. The price is a lump sum firm fixed price based on the scope of work identified above and is an extension of the CR008 Tag Plan updates change request.
2. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal (Schedule B). In addition it is an extension of the proposal relating to the Account Management Changes (tag-plan updates).

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjal Munshi  
Project Manager

Cc: Laurie Baird, sanef its technologies america, inc.  
    Paul Leghart, sanef its technologies, inc.

*Approved by* [Signature]  
*Date: 01/14/2014*
Port Washington, NY, March 31st, 2013

REFERENCE: Updates to the E-ZPass Four Bridge System Toll Rates and Discount Plans Implementation

Subject: RITBA Change Order – Proposal CR008

Dear Buddy,

We are herewith pleased to submit the proposal to the Rhode Island Turnpike and Bridge Authority for the modification of existing Back Office functionality, so as to accommodate the Four Bridge Rules. The scope of work includes:

- Transaction Management with the new fare structure (see below)
- Data Migration (plan updates)
- Violation Processing and Duncan Interface
- Reports for the Violation Processing/Duncan Interface

OBJECTIVE

The primary goals of the back office software modifications are to:

- Ensure compliance with the new policies and business rules defined by the Four-Bridge System Options
- Minimize operational costs in migration to the new rates and plans
- Ensure high transaction processing performance levels are maintained
- Ensure data integrity with stringent validation and eligibility rules
- Maintain a history of prior plan enrollment in the data migration process
- Minimize billing errors and customer disputes

An overall assessment of the discount plans and fare structure changes is in the process of being discussed with the Authority.

[Signature]

Approved
4/14/2014

Need in place to test by
5/13/2014.

[Signature]
### TABLE 1: Proposed Changes based on Four Bridge Transaction Management Rules and Data Migration

<table>
<thead>
<tr>
<th>No.</th>
<th>Existing Discount Plan (NPB)</th>
<th>New Four Bridge System Discount Plan (NPB and SRB)</th>
<th>Estimated Completion (Go-live)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rule 1</td>
<td>RIR Plan, RIR6 Plan</td>
<td>Will be treated as Standard RI Plan and all RIR as well as RIR6 plan customers will be migrated to the standard RI plan.</td>
<td>16-May-14</td>
</tr>
<tr>
<td>Rule 2</td>
<td>NA</td>
<td>Round trip rule: Implementing the round trip rule without direction matching. RITBA will charge for 2 trips (per bridge) within 24 hours only. All other trips will be charged as $0.</td>
<td>16-May-14</td>
</tr>
<tr>
<td>Rule 3</td>
<td>NA</td>
<td>New $100/month unlimited plan/bridge (applicable for selected IAG codes).</td>
<td>16-May-14</td>
</tr>
</tbody>
</table>
| Rule 4 | Proposed GVW Plan | Trailer – axle count plan (2 axles - 4 tire only) – modification.  
NOTE: RITBA to confirm if this will need to be removed? | 16-May-14 |
| Rule 5 | RI UNL plan | RI/UNL plan – no change (only to segregate NPB and SRB plaza) i.e., add SRB plaza unlimited plan (which will need to be enrolled separately) | 16-May-14 |
| Rule 6 | Fare updates | $0.25/axle (RI Plan), $3.75 (AOH/2 axle) and $3.75 (2 axle) for postpaid invoices (SRB) | 16-May-14 |

### TABLE 2: Proposed Changes based on Violation Processing and Duncan Interface

<table>
<thead>
<tr>
<th>Rule</th>
<th>Platform</th>
<th>Description</th>
<th>Estimated Completion (Go-live)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rule 1</td>
<td>Duncan</td>
<td>Sending citations for SRB to Duncan (Transaction Management)</td>
<td>16-May-14</td>
</tr>
<tr>
<td>Rule 2</td>
<td>Duncan</td>
<td>Impact of noticing and other ICD changes with Duncan</td>
<td>16-May-14</td>
</tr>
</tbody>
</table>
| Rule 3 | Duncan | Pre-paid feature introduction in ToliCRM (pay by plate)  
NOTE: This is a software change to be approved by RITBA and is not included in the current (CR008) proposal | TBD |
| Rule 4 | Reports | Changes to existing reports (to be outlined in more detail) | 16-May-14 |
Schedule of Price

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management and Business (creating/modifying Specification, Impact Analysis) including support</td>
<td>1</td>
<td>$15,500</td>
<td>$15,500</td>
</tr>
<tr>
<td>2</td>
<td>Data Migration and Deployment (Test environment and Go-live) including support</td>
<td>1</td>
<td>$11,375</td>
<td>$11,375</td>
</tr>
<tr>
<td>3</td>
<td>Quality Assurance/Testing (internal and onsite) including Support</td>
<td>1</td>
<td>$19,975</td>
<td>$19,975</td>
</tr>
<tr>
<td>4</td>
<td>Reporting module modifications and Support</td>
<td>1</td>
<td>$9,270</td>
<td>$9,270</td>
</tr>
<tr>
<td></td>
<td>Credit for TIW rule update and Image Review Queue (no change)</td>
<td></td>
<td>($11,200)</td>
<td></td>
</tr>
</tbody>
</table>

Total Price $45,220

Program Schedule

The deployment, testing and delivery of the above changes will be carried out by Sanef ITS technologies Inc. as per the schedule provided in Tables 1 and 2.

Commercial conditions

1. The price is a lump sum firm fixed price based on the scope of work identified above and is an extension of the E-ZPass Four Bridge System Toll Rates and Discount Plans Implementation.
2. The details of the plan changes will be documented and approved as per the CR008 RITBA Plan update document.
3. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal. In addition it is an extension of the proposal relating to the Account Management Changes (tag-plan updates).

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjal Munshi
Project Manager

Cc: Laurie Baird, sanef its technologies america, Inc.
    Paul Leghart, sanef its technologies america, Inc.
REFERENCE: Updates to the RITBA Duncan Interface

Subject: RITBA Change Order – Proposal CR009

Dear Buddy,

We are hereof pleased to submit the proposal to the Rhode Island Turnpike and Bridge Authority for the modification to the existing Duncan interface business rules. The scope of work includes:

- Segregation of Notice status and Applying fees and adjustments
- Changes to Information File Processing.

OBJECTIVE

1. Segregation of Notice status and Applying fees and adjustments

Existing Process: Current implementation of adjustment files received from Duncan has limitation to process fees and always enforces the sequential notice status from Duncan. It prevents Duncan to have the ability to restart a citation through first notices (due to change of responsibility or due to dispute). Also current implementation has a limitation in applying “Late Fee Reduction and Corrected Toll Amount”.

Modification/Changes: Process change will be implemented so that notice status is segregated from applying fees. Also changes will be made to address Late Fee Reduction, corrected Toll, axle adjustment (different adjustment file reasons). Notice status will be updated based on “Late Fee1, Late Fee2 and Late Fee3” without enforcing sequencing of noticing from Duncan.

2. Changes to Information File Processing

Existing Process: Current Implementation of Information File processing from Duncan is not handing appropriate name and address updated based on return status

Modification/Changes: Process will be modified so that all return status will be handled accordingly (i.e. the “no hit” and “nixie” status).
**Schedule of Price**

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Management and Business Analysis</td>
<td>1</td>
<td>$1,775</td>
<td>$1,775</td>
</tr>
<tr>
<td>2.</td>
<td>Development and Integration including code review</td>
<td>1</td>
<td>$14,695</td>
<td>$14,695</td>
</tr>
<tr>
<td>3.</td>
<td>Quality Assurance/Testing (internal and onsite) including Support</td>
<td>1</td>
<td>$6,900</td>
<td>$6,900</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total Price</strong></td>
</tr>
</tbody>
</table>

**Program Schedule**

The deployment, testing and delivery of the above changes will be carried out by Sanef ITS technologies Inc. prior to June 20, 2014 provided an approval of the proposal is received prior to May 30th 2014.

**Commercial conditions**

1. The price is a lump sum firm fixed price based on the scope of work identified above.
2. The details of the plan changes will be documented in a design document.
3. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal as well as other Change Orders that have been approved.

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjal Munshi  
Project Manager

Cc: Laurie Baird, sanef its technologies america, inc.  
    Paul Lehart, sanef its technologies america, inc.
REFERENCE: Updates to the RITBA Duncan Interface

Subject: RITBA Change Order – Proposal CR009

Dear Buddy,

We are hereof pleased to submit the proposal to the Rhode Island Turnpike and Bridge Authority for the modification to the existing Duncan interface business rules. The scope of work includes:

- Segregation of Notice status and Applying fees and adjustments
- Changes to Information File Processing.

OBJECTIVE

1. Segregation of Notice status and Applying fees and adjustments

   Existing Process: Current implementation of adjustment files received from Duncan has limitation to process fees and always enforces the sequential notice status from Duncan. It prevents Duncan to have the ability to restart a citation through first notices (due to change of responsibility or due to dispute). Also current implementation has a limitation in applying "Late Fee Reduction and Corrected Toll Amount".

   Modification/Changes: Process change will be implemented so that notice status is segregated from applying fees. Also changes will be made to address Late Fee Reduction, corrected Toll, axle adjustment (different adjustment file reasons). Notice status will be updated based on "Late Fee1, Late Fee2 and Late Fee3" without enforcing sequencing of noticing from Duncan.

2. Changes to Information File Processing

   Existing Process: Current Implementation of Information File processing from Duncan is not handing appropriate name and address updated based on return status

   Modification/Changes: Process will be modified so that all return status will be handled accordingly (i.e. the "no hit" and "nixie" status).
Schedule of Price

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Management and Business Analysis</td>
<td>1</td>
<td>$1,775</td>
<td>$1,775</td>
</tr>
<tr>
<td>2.</td>
<td>Development and Integration including code review</td>
<td>1</td>
<td>$14,895</td>
<td>$14,895</td>
</tr>
<tr>
<td>3.</td>
<td>Quality Assurance/Testing (internal and onsite) including Support</td>
<td>1</td>
<td>$6,900</td>
<td>$6,900</td>
</tr>
</tbody>
</table>

Total Price $23,570

Program Schedule

The deployment, testing and delivery of the above changes will be carried out by Sanef ITS technologies Inc. prior to June 20, 2014 provided an approval of the proposal is received prior to May 30th 2014.

Commercial conditions

1. The price is a lump sum firm fixed price based on the scope of work identified above
2. The details of the plan changes will be documented in a design document.
3. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal as well as other Change Orders that have been approved.

Should you require further details, do not hesitate to contact us.

Yours faithfully,

[Signature]

Kinjal Munshi
Project Manager

Cc: Laurie Baird, sanef its technologies america, inc.
    Paul Leghart, sanef its technologies america, inc.
Port Washington, NY, October 15th, 2013

REFERENCE: Updates to the RITBA Back Office Deployment

Subject: RITBA Change Order – Proposal

Dear Buddy,

We are hereby pleased to submit our proposal to the Rhode Island Turnpike and Bridge Authority for the implementation of additional Back Office functionality:

- Account Management changes (tag-plan updates)

SCOPE OF WORK

Scope of work for RITBA Back Office changes includes:

- Changes to the TollCRM and Website so as to allow tag plan updates (for detailed requirements, refer to CR006 – RITBA Plan Management).
  - These updates include plan changes to move to the original Toll Fare and Discount plans (prior to the Four Bridge Rules). NOTE: The development costs associated with the business rules of the original Plans are not part of this change order; however implementing this change, in a live production environment to insure compliance with the Authority’s new directions required additional resources across all disciplines. A new release of both Toll CRM and the Website was required.
  - **Project Management and Business Analysis:** Although the specifications of original Plan business rules were initially signed off in CR006, subsequent reviews by the Authority resulted in additional changes. This task includes managing the overall change, gathering specific requirements from the Authority and ensuring detailed Specification sign off. While the specifications of original Plan business rules were initially signed off in CR006, subsequent reviews by the Authority also resulted in additional changes.
  - **Data Migration:** This task includes migrating customer data for the plans across different accounts (Out of State and researching the Xerox data)
  - **Configuration Management:** Each time a new release was deployed the development; test, integration and production environments must be configured and updated.
  - **Software QA and Support:** This includes testing and ensuring the product is delivered as per the CR006 specification and accommodating all changes requested by the Authority.

**Schedule of Price**

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1    | CR006 – RITBA Plan Management  
   (Project Management, Configuration Management and Testing) | 1   | $49,080      | $49,080 |
|      | Total Price |     |              | $49,080 |
Program Schedule
The implementation, testing and delivery of the above changes have been carried out by Sanef ITS Technologies Inc. as per the schedule provided by RITBA.

Commercial conditions
1. The price is a lump sum firm fixed price based on the current scope of work identified above.
2. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal (Schedule B).

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjal Munshi
Project Manager

Cc: Laurie Baird, sanef its technologies america, inc.
    Arnaud Quemard, sanef its technologies, inc.

E/4/2014
REFERENCE: Updates to the RITBA Back Office Deployment (2) – CR009a

Subject: RITBA Change Order – Proposal no. 2

Dear Buddy,

We are hereby pleased to submit an updated proposal to the Rhode Island Turnpike and Bridge Authority for the implementation and/or modification of additional Back Office functionality:

- Reports
- PCI Compliance
- Image Review Sweep related process

SCOPE OF WORK

This includes updates to the Report Management module, the Duncan Interface related changes, providing PCI Compliance related consulting as well as providing Image Review process related updates.

1. Reports:
   - The following additional reports have been delivered as part of the overall reporting package (Standard):
     - Aged Receivables Report (Sanef did not anticipate creating this report as part of the planned deployment phase costs)
     - Changes to the reports created as per the requirements provided by RITBA (taken from Xerox) including Q13, Q8m, Q15 and Q58
     - Financial reconciliation reports and Duncan reports audit (RECON 1 and 2)

2. PCI Compliance:
   - Sanef has provided extended support and in depth expertise relating to PCI Compliance post audit activities in order to achieve the necessary level of certification. This includes providing consulting relating to securing the RITBA domain as well.

3. Image Review Sweep:
   - At RITBA’s request, Sanef has promptly conducted the process to post the transactions – both plates based as well as tag based so as not to lose to the extent possible, revenue relating to those transactions based upon the 60 day posting rule for IAG.

Approved 1/14
Schedule of Price

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price ($)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Modifications and Additions to Reports (Aged Receivables, other report updates including REC01, REC02, Q13)</td>
<td>1</td>
<td>$36,500</td>
<td>$36,500</td>
</tr>
<tr>
<td>2.</td>
<td>PCI Compliance consulting</td>
<td>1</td>
<td>$9,500</td>
<td>$9,500</td>
</tr>
<tr>
<td>3.</td>
<td>Image Review Sweep process</td>
<td>1</td>
<td>$8,975</td>
<td>$8,975</td>
</tr>
<tr>
<td>Credit for RITBA costs incurred for TM related issues</td>
<td></td>
<td></td>
<td></td>
<td>-$5,000</td>
</tr>
<tr>
<td>Total Price</td>
<td></td>
<td></td>
<td></td>
<td>$49,975</td>
</tr>
</tbody>
</table>

Program Schedule

The implementation, testing and delivery of the above changes have been carried out by Sanef ITS Technologies Inc. as per the schedule provided by RITBA.

Commercial conditions

1. The price is a lump sum firm fixed price based on the scope of work identified above and is an extension of the CR006 Tag Plan updates change request.
2. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services as well as Sakonnet Bridge AET Proposal (Schedule B). In addition it is an extension of the proposal relating to the Account Management Changes (tag-plan updates).

Should you require further details, do not hesitate to contact us.

Yours faithfully,

Kinjai Munshi
Project Manager

Cc: Laurie Baird, sanef its technologies america, inc.
    Paul Leghart, sanef its technologies, inc.

2/14/2014
RITBA E-ZPASS CSC
Work Order for
Violation Processing System
Changes and GL Interface

August 28, 2015
August 28, 2015

Re: RITBA Violation Processing and GL Interface Modifications

Dear Mr. Croft:

Sanef its is pleased to submit this scope of work (Work Order) document that describes Back Office System (BOS) software changes needed to support the Authority’s initiative to perform full end-to-end Violation Processing in-house. It also describes enhancements to the BOS Financial Module with annual close features and new automated General Ledger (GL) interface to the Authority’s accounting system.

The schedule for implementation of these BOS changes is in-line with RITBA objectives. The new GL interface will be fully deployed by December 2015 and Violation Processing by July 1st, 2016. Transition to full Violation Processing will use a phased approach whereby some functionality can be implemented prior to full cutover.

Upon your approval, we will start work with a project kickoff meeting, collaborative design review workshops, and the development of the transition and test plans.

Please do not hesitate to contact me if you have any questions or comments about our submission. Sanef its highly appreciates this opportunity and the confidence RITBA has bestowed on us. Our team is very motivated to begin work and is looking forward to a successful program delivery in the best interests of RITBA.

Sincerely,

Mahrokh Arefi

CEO
sanef its technologies America
1600 Stewart Avenue
Suite 500
Westbury NY 11590
(516) 592-6113
# Table of Contents

I. EXECUTIVE SUMMARY ........................................................................................................................... 4  
II. VIOLATION PROCESSING ...................................................................................................................... 5  
  II.1 VIOLATION PROCESSING OVERVIEW ............................................................................................... 5  
  II.2 DMV INTERFACES ............................................................................................................................. 6  
  II.3 VIOLATION NOTICING PROCESS ....................................................................................................... 7  
  II.4 VIOLATION ACCOUNT MANAGEMENT ............................................................................................ 8  
  II.1 VIOLATION FINANCIALS .................................................................................................................. 9  
  II.2 VIOLATION PAYMENT WEBSITE ................................................................................................... 10  
  II.3 PAYMENT PLANS ............................................................................................................................ 10  
  II.4 REGISTRATION HOLD AND RELEASE ............................................................................................. 10  
  II.5 DISPUTE PROCESSING ...................................................................................................................... 11  
  II.6 VIOLATION REPORTS ......................................................................................................................... 11  
  II.7 DATA MIGRATION ............................................................................................................................. 12  
  II.8 DATA PRIVACY .................................................................................................................................. 12  
  II.9 DATA RETENTION ............................................................................................................................ 12  
  II.10 IMAGE REVIEW ............................................................................................................................... 12  
III. GL INTERFACE ...................................................................................................................................... 13  
IV. PROJECT PLAN ..................................................................................................................................... 15  
  IV.1 SCHEDULE ...................................................................................................................................... 15  
  IV.2 TRANSITION .................................................................................................................................... 15  
  IV.3 TESTING ......................................................................................................................................... 16  
  IV.4 CONTRACTUAL DOCUMENT DELIVERABLES ............................................................................... 16  
  IV.5 TRAINING ....................................................................................................................................... 16  
V. PRICE ...................................................................................................................................................... 18  
  V.1 PRICING ........................................................................................................................................... 18  
  V.2 COMMERCIAL CONDITIONS ........................................................................................................... 18
<table>
<thead>
<tr>
<th>Figure</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Figure 1: VPS Operational Flow</td>
<td>6</td>
</tr>
<tr>
<td>Figure 2: DMV Interfaces</td>
<td>7</td>
</tr>
<tr>
<td>Figure 3: BOS – Dynamics GP Integration Overview</td>
<td>13</td>
</tr>
<tr>
<td>Figure 4: Sample GP Export File</td>
<td>14</td>
</tr>
<tr>
<td>Figure 5: VPS Work Order Schedule</td>
<td>15</td>
</tr>
</tbody>
</table>

Violation Processing System Changes and GL Interface

RITBA VPS Work Order

09/01/2015

This document is the property of sanef its technologies. It may not be reproduced or communicated to third parties without written authorization.
I. EXECUTIVE SUMMARY

The primary objective of this Work Order is to support RITBA’s E-ZPass Customer Service Center (CSC) initiative to perform full Violation Processing System (VPS) activities in-house. RITBA will benefit from this effort with higher levels of customer service, lower operational costs, and improved financial audibility and reconciliation. Other objectives include minimizing incorrect notices, improved productivity, and maximizing revenue.

In order to accomplish these goals, sanef its will make changes to the BOS to include a public website for making violation payments, add direct interfaces to Rhode Island and Massachusetts DMVs and interface to a third-party service provider for other out-of-state plate look-ups. In addition, a new violation noticing process with fine/fee escalation and internal printing capability will be implemented.

The new BOS software changes will be designed with flexibility and configurability in mind so that RITBA can adapt the violation process to changing legislation and business rules. The Violation Noticing process will have the ability to generate a series of escalating notices at configurable time periods. These notices will include a supporting image of the violating vehicle. The system will suspend violation transactions that are in dispute to prevent escalation until the review is complete.

This work order includes DMV interfaces to the State of Rhode Island Division of Motor Vehicles and Massachusetts Department of Motor Vehicles to obtain vehicle registered owner information (name and mailing address). In addition, an interface shall be provided to obtain out-of-state registered vehicle owner information from a third-party service provider selected by RITBA.

This work order also includes the capability to queue vehicle registration holds and releases within TollCRM for subsequent manual communication with the Rhode Island Division of Motor Vehicles and in the future when Memorandum of agreements are established for Toll Violation Enforcement Reciprocity with Maine, Massachusetts, and New Hampshire.

New Violation Processing reports will be provided that enable RITBA to leverage violation data for exploiting statistics for efficiencies.

Sanef its will be responsible for all testing efforts related to the deployment of this work order. Testing efforts will include test documentation as well as staffing, conduct, and management of all test activities to ensure overall system quality, reliability and revenue control.

The schedule is completion of the GL interface by December 2015 and full Violation Processing by July 1st, 2016. Sanef its will provide a transition plan to explain the steps and processes required to deliver a successful project. It is anticipated that the transition to full violation processing will be phased approach with registered account noticing coming first and violation payment website implemented first.
II. VIOLATION PROCESSING

Existing Process: The existing RITBA BOS interfaces with Duncan Solutions for managing the DMV lookup and noticing process. Both systems currently accept payment. The Violation Payment website is currently hosted by Duncan.

Modification/Changes: This Work Order includes software modifications, data migration, and support services for implementing full Violation Processing System (VPS) capabilities within the RITBA BOS. The objective is to perform all violation processing activities within RITBA’s own CSC.

II.1 VIOLATION PROCESSING OVERVIEW

New Violation Processing features will be provided to track and create violation notices, create aging reports, and enter payments and adjustments for the violation notices generated by the system.

The key features to support full end-to-end Violation Processing System (VPS) include:

- Violation Account Management with name and address change tracking;
- Violation Noticing Process with configurable escalation rules;
- Violation Payment Website integrated with existing RITBA public website (www.RITBA.org);
- Violation Noticing Templates with versioning;
- Walk-in Center Violation Payment Receipt;
- Payment Plans and escalation;
- Violation Account Transfer;
- Violation Dispute Handling (with new automated correspondences);
- Registration Hold and Release Queue in TollCRM (manual interface to DMVs);
- Direct interface to Rhode Island and Massachusetts DMVs; and
- Interface to third-party service provider (chosen by RITBA).

The Violation Processing features provide the capability to track and create violation notices, create aging reports, and enter payments and adjustments for the violation notices generated by the system. A QA process will include workflows for verifying the quality of information returned from the DMVs.

The following diagram provides a conceptual overview of the Violation Processing operational flows:
II.2 DMV INTERFACES

The new BOS VPS will obtain the registered name and address information for a license plate using DMV interfaces to the State of Rhode Island Division of Motor Vehicles, Massachusetts Department of Motor Vehicles, and external third-party service provider (selected by RITBA).

All vehicle and ownership information received from these sources will be viewable. The new BOS VPS will provide a historical view of all vehicle and ownership information retrieved from various sources to provide an audit trail of the changes. All address changes will be viewable on the violation account and can be designated for different purposes including mailing violation notices. There will also ability to correct “No Hits” and update Plate Type so as to resend to the respective DMVs.
A DMV lookup QA process will include workflows for verifying the quality of information returned from the multiple DMVs.

Subsequent BOS upgrades can establish direct interfaces to the New York State Department of Motor Vehicles (NYSDMV) and Connecticut Department of Motor Vehicles.

Any anomalies detected in the data returned from the DMV interfaces are subject to review in a workflow queue. This queue can be used to accept or reject the response data with reason codes and action to re-process the DMV look-up.

RITBA will be responsible for establishing agreements with the state DMVs and a third-party registration look-up vendor. Sanef will develop and test the interfaces in accordance with DMVs and a third-party ICDs. Look-up requests will be scheduled to run as follows:

- Bi-weekly to State of Rhode Island Division of Motor Vehicles;
- Weekly to Massachusetts Department of Motor Vehicles; and
- Weekly to external third-party service provider (selected by RITBA).

II.3 VIOLATION NOTICING PROCESS

The new BOS VPS will provide the capability to establish violation noticing parameters at each escalation stage. For example, once the violation is eligible for noticing the first violation notice
can be generated immediately or after a configurable number of days since eligibility. If the first notice is not resolved (paid or disputed) then the first notice escalates to second notice within configurable number of days of the first notice due date.

In addition to escalation timeline configuration, the new BOS will support configuration and assessment of fees at each escalation stage by violator type (NBR or NBU). Currently RITBA issues the first violation notice for each violation and assesses a configurable fee for each violation noticing stage.

This new process will initially be configured as follows:

- **1st notice**, RITBA will give customers 14 days to pay based on the Notice due date and Notice Created date. In due date calculation, weekend days (Saturday and Sunday) will not count;
- **For 2nd and 3rd notices**, due date will be calculated as 30 days from due date of the first notice;

The following notice processing rules table shows the addition of fees as the notices age:

<table>
<thead>
<tr>
<th>RITBA Processing Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Action Taken</strong></td>
</tr>
<tr>
<td>Registered Owner Request (DMV-Lookup request) sent for unregistered customers</td>
</tr>
<tr>
<td>First notice sent</td>
</tr>
<tr>
<td>First late fee added ($40)</td>
</tr>
<tr>
<td>Second late fee added ($35)</td>
</tr>
<tr>
<td>Third notice sent (Collection Notice 2 – DMV Hold Warning)</td>
</tr>
<tr>
<td>Third late fee added ($60)</td>
</tr>
</tbody>
</table>

The Violation notice will contain the image/s selected by the Image Reviewer.

**NOTE:** No automated outbound dialing features are included in this Work Order.

**II.4 VIOLATION ACCOUNT MANAGEMENT**

TollCRM will include a new feature for updating the Violation Account name and address information used for noticing. All name and address changes associated with the account will be tracked and viewable from the TollCRM Violation Account Manager screen.

Other TollCRM modifications to be implemented as part of this Work Order include:

- Global search (with wildcard capability);
• Account Manager popup when search result is single account (no longer necessary to double-click on single row in grid);
• Corrections to dispute management functionality;
• Violation Account Manager address changes tracking with DMV look-up details;
• A super account will be created so as to handle payment plans.
• Change of responsibility feature that enables CSRs to dispute a citation by changing the address information. This will reset the notice cycle to the new name and address information;
• Flexibility to manually change/add violation account address if obtained from a different source;
• Ability to select multiple citations and lower the toll from $10.00 to $4.00; and
• Feature for individual waiver of tolls or fees for unregistered accounts (same as currently available for registered accounts); and
• Reversal of violation payments for multiple transactions.

The new VPS will provide the capability to manage violation accounts via these channels:
• Self-service website
• Mail;
• Telephone, Fax;
• Walk-in; and
• Email.

The Walk-in Center will have capability to print payment receipts and a Violation Summary Statement that shows a customer a list of unpaid violations and outstanding fees

NOTE: There will be no pay-by-plate feature or pay-as-you-go feature for unregistered customers of the Newport Pell Bridge.

II.1 VIOLATION FINANCIALS

The following changes will be implemented in relation to violation financial postings:
• Transaction Management Posting unregistered transaction (either NBR or NBU) as unbilled. Proposed VPS process will do the same.
• All NBR and NBU with address information will be billed for first Notice. Financial for toll and fee for billed will be posted.
• Any payment received prior to billing will be posted against Unbilled Payments T-code (to be added). Likewise if there are any waivers made prior to billing, they will be assigned to that specific T-code.
• Any payments received for citations after billing will be posted against billed Payment T-codes (already in place).
• When First Notice is escalated to Second or Third Notice due to non-payment, it will be directly posted to “second notice Billed”.

• A new and updated T-code list and Chart of Accounts will be provided to RITBA for review and approval.

II.2 VIOLATION PAYMENT WEBSITE

Sanef will provide RITBA with new functionality on the website that will allow unregistered customers to pay based on the citation numbers and license plate numbers. The website functionality will include:

• Pay violations via PCI compliant secure communication;
• Displaying all applicable citations linked via the plate upon search;
• Dispute management via the web;
• All notice and payment related information will be displayed and processed.

The violation payment website will provide links so that unregistered customers can sign up for a registered E-ZPass account.

II.3 PAYMENT PLANS

New BOS functionality will be added to include Payment Plans. Authorized users will be able to select the violation notices to be included in the payment plan individually.

The following list describes how the payment plan process will be implemented:

• Payment plans will be introduced to allow unregistered users to pay within 6 months;
• If there is a default in the payment plan the aging of the violation notices will be reset;
• A feature will be provided to auto monitor accounts in the payment plan;
• Final settlement notice can be sent after the planned payments are complete and any amounts remain after the final payment as agreed need to be waived or written off. This will be done by the CSRs via TollCRM; and
• Functionality will be provided for customers to pay all outstanding citations or violations. This will be available via the website as well.

II.4 REGISTRATION HOLD AND RELEASE

New BOS functionality will be added to place vehicle registration holds on specific violation accounts. The registration holds will be implemented via a queue within the TollCRM application. RITBA will manually handle the communication of registration holds and releases with the State of Rhode Island Division of Motor Vehicles and the states of New Hampshire, Massachusetts and Maine when agreements are in place to pursue out-of-state toll violators in the New England region. The new VPS will not include any automated interfaces for DMV Holds and Releases. RITBA will use Microsoft Excel files as the data transport mechanism between state DMVs.
II.5 DISPUTE PROCESSING

The new BOS VPS will provide the capability to create, manage, resolve and track violation disputes in accordance with RIBTA’s business rules. These features include:

- Ability to designate violation transactions as “in dispute” status;
- Review process with escalation workflow;
- Freeze further penalty application to these transactions until the dispute review process is concluded;
- Acceptance of dispute should result in reversal of the toll transaction and the fees applied to the transaction;
- Dispute rejection will result in application of further fees as applicable based on the life of transaction;
- Automatic correspondence to customer generated upon CSR dispute resolution (accept/reject); and
- Violation website dispute

The dispute processing workflow will include a formal appeals process. This process includes dispositions related to violation processing, disputes, evidence package reviews, administrative hearings and any suspensions issued. It is also possible to create a specific area within the violation payment web portal to support administrative reviews. Details about RITBA requirements for managing the appeals process will be discovered during the Preliminary Design Review phase.

Disputes initiated via the website will workflow to the dispute review queue.

II.6 VIOLATION REPORTS

In order to provide operational insight into this critical business process new reports will be provided that track the violations process. Reporting will be available for all aspects of the violations process including processing status, aging, payment details and adjustments. All activity shall be tracked from the date of the occurrence though the registration hold and release process.

The following new violation reports will be provided as part of this Work Order:

- Number and dollar value of violation notices generated;
- Number and dollar value of violations at different workflow stages and notice status;
- Number and dollar value of payment of violation notices;
- Repeat violators, by number of violations and amount owed;
- Payment trends, that show statistics about success rates at different workflow stages
- First Notice generated along with its amount and count (summary and detail view);
• Second Notice generated along with its amount and count (summary and detail view);
• Third Notice generated along with its amount and count (summary and detail);
• Number and dollar value of violations in re-registration hold and release requests; and
• Appeals and dispute resolution details.

II.7 DATA MIGRATION

Sanef its will ensure that information already received from Duncan via the existing interface will be accessible from the Violation Account Manager screens in TollCRM. In addition, information that exists in the current Duncan system but not in the RITBA BOS database will be migrated. For example, the type of data to be migrated from the Duncan system includes:

• Customer Information (Name & Address); and
• Historical Information (Notes if available).

The data migration process will require Duncan Solutions to create extract files in the form of ASCII text files delimited by tabs. The exact format and type of information will be confirmed during the specification phase.

II.8 DATA PRIVACY

All changes made to the BOS as part of this work order will ensure the security and integrity of data collected and processed.

Sanef its acknowledges that the privacy of the customer is of paramount importance to RITBA. We will provide systems and procedures designed to maintain toll violation account records as confidential information and in compliance with applicable Laws on notice of privacy practices.

II.9 DATA RETENTION

Sanef ITS will perform an analysis to determine the data storage requirements to accommodate this work order. Expansion of the existing Storage Area Network (SAN) might be required.

All violation accounts, notices, and historical data that are considered open will be retained online until they are closed. Such closed violations will be retained for twenty-four (24) months after closure and then they will be archived. Violation images for violations considered closed shall be retained online for twenty-four (24) months after which they will be archived.

II.10 IMAGE REVIEW

The existing Image Review application will be updated so that configuration of plate types is seamless. We will investigate the way mapping of codes is done to see if adding/updating a code will create issues. Another option will be to have the ability go back and change the plate type and send it again through Transaction Management post Image Review look up.
III. GL INTERFACE

Existing Process: This functionality does not currently exist in the RITBA Back Office.

Modification/Changes: The BOS will be modified to include an interface to RITBA’s accounting package (Microsoft Dynamics GP). This new interface will enable RITBA Finance group to import summarized toll transactions on a daily basis for posting to the General Ledger. In addition, the existing Toll System subsidiary ledgers will have an annual close feature.

The new GP interface will run on a daily basis after the BOS Financial Summarization process. The following actions are needed in order to deploy the new interface:

- Identify the Financial Journal entries that will be included in the interface;
- Map the BOS Chart of Accounts to RITBA GL account numbers; and
- Conduct training on how to import the extract.

The diagram below shows the high level interaction between the two systems:

![Diagram showing interaction between BOS and Dynamics GP](image-url)

*Figure 3: BOS – Dynamics GP Integration Overview*
The table below shows the division of responsibilities between the two systems.

<table>
<thead>
<tr>
<th>Responsibilities of Tolling System</th>
<th>Responsibilities of Financial System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summarize transactions on a daily basis and provide journal entries to the financial system.</td>
<td>Accept journal entries as prepared by the tolling system</td>
</tr>
<tr>
<td>Reconciliation Reports</td>
<td>Financial statements – Balance Sheet, Profit &amp; Loss and Trial Balance</td>
</tr>
<tr>
<td>o Trial Balance Reconciliation – details of charges to each GL Account</td>
<td>Bank reconciliation</td>
</tr>
<tr>
<td>o Transaction Summary by GL – details of daily summary of transactions</td>
<td></td>
</tr>
<tr>
<td>o Pre Paid Tolls Reconciliation – details of prepayments against usage for each customer account</td>
<td></td>
</tr>
<tr>
<td>CSR Cash Out Reports – monies collected per payment method per day</td>
<td></td>
</tr>
<tr>
<td>Transponder Inventory – Deposits collected per each customer account vs. amount recorded to each</td>
<td></td>
</tr>
<tr>
<td>GL Account</td>
<td></td>
</tr>
</tbody>
</table>

A sample tolling system financial GL export file for import into Microsoft Dynamics GP is shown below:

```
RMTD _TRNSP  DATE       REVID  REFRENCE  ACCOUNT   DESCRIPTION                             DETM  DREV  DINT  DREFR  DREFERENCE  DRL
```

Figure 4: Sample GP Export File
IV. PROJECT PLAN

IV.1 SCHEDULE

The deployment, testing and delivery of the Violation processing functionality will be carried out by Sanef ITS technologies Inc. prior to July 1, 2016 provided an approval of the proposal is received prior to September 1st, 2015.

The deployment, testing and delivery GL-GP interface will be carried out by Sanef ITS technologies Inc. prior to December 31st, 2015 provided an approval of the proposal is received prior to September 15th, 2015.

The following schedule is proposed for this Work Order:

![Figure 5: VPS Work Order Schedule](image)

IV.2 TRANSITION

This Work Order includes the migration and transition of existing violation accounts and notices to the new system. Violation notices that are in different stages of escalation will be migrated to the new RITBA Violation Processing System.

The data migration process and cutover tasks will be provided in the Transition Plan. Extensive testing will ensure data integrity is maintained in the migration.

Potential steps for a phased approach include:

- Deploy new Violation Payment website (April 2015); and
- Stop sending Duncan New Business Registered (NBR) information at some point in time and have the new system handle noticing for registered (E-ZPass) violation accounts (April 2015).

Deployment of the new Violation Payment website prior to full cutover will ease the current reconciliation process between RITBA and Duncan.
The new DMV interfaces must be fully tested and operational prior to going live with new unregistered business.

**IV.3 TESTING**

Testing milestones will be described in a Master Test Plan document that will detail the test methods and criteria to be used for verification that the Work Order changes are designed and deployed in accordance with the scope of work and approved design documentation.

Sanef its will provide a Master Test Plan and test cases to be used for validating all deliverables. We will conduct thorough testing of the new system internally and with RITBA in the form of User Acceptance Testing (UAT) to ensure that it meets the objectives and business needs. All test results will be recorded.

**IV.4 CONTRACTUAL DOCUMENT DELIVERABLES**

Sanef its will provide the following documentation as part of this Work Order:

- Project Management Plan;
- Project Schedule (updated on a regular basis);
- Transition Plan (as applicable);
- Master Test Plan;
- Training Plan;
- Requirements Traceability Matrix (RTM); and

The Requirements Traceability Matrix (RTM) will ensure that the RITBA’s requirements are successfully implemented and that there is evidence of testing each user requirement will be mapped to the associated design requirement and test case.

The Violation Processing System (VPS) specification document will include specific business rules, screenshots, data flow diagrams, and details about the end-to-end process flows. This specification can be used as a baseline for RITBA’s Standard Operating Procedure (SOP) document for CSC VPS operations.

**IV.5 TRAINING**

Sanef its will provide training to RITBA staff that covers all aspects of the Violation Processing System and GL interface, particularly those related to reconciliation, audit and management. Training includes a review of RITBA violation processing business rules and customer service representative (CSR) violation account management usage within TollCRM. Our training is geared toward making agents knowledgeable about the violation process so they have the skills needed to handle customer complaints and questions. The length of training will be two days and conducted at RITBA facilities. Training topics will include:

- Violation Processing Overview – Business Rules;
- Violation Account Management;
- Dispute Processing;
- DMV QA;
- Registration Hold and Release;
- Payment Plans;
- Reporting; and
- Audit and Reconciliation.
V. PRICE

V.1 PRICING

<table>
<thead>
<tr>
<th>Item</th>
<th>Designation</th>
<th>Qty</th>
<th>Unit Price $</th>
<th>Total</th>
</tr>
</thead>
</table>
| 1.   | Violation Processing system - end to end in house including:  
|      |             |     |              |         |
|      |             | 1   | $396,800     | $396,800|
|      | - Requirements Management and Business Analysis  
|      | - Development  
|      | - Testing  
|      | - Go-live support |
| 2.   | GL-GP Interface integration | 1   | $57,500       | $57,500|
| 3.   | Amendment to the existing BO Software Maintenance Proposal | TBD | TBD |

Total Price $454,300 $454,300

V.2 COMMERCIAL CONDITIONS

1. Payment terms will be governed as follows:
   a. Milestone 1: Notice to Proceed – 25%
   b. Milestone 2: Specifications Approval – 25%
   c. Milestone 3: Use Acceptance Test Approval – 25%
   d. Milestone 4: Go Live – 25%

2. The price is a lump sum firm fixed price based on the scope of work identified.

3. This Change Request will be governed by the terms and conditions stated in the Contract for E-Z Pass Back Office Services.

4. Sanef its will administer and maintain these BOS changes to support continued operations as set forth in an amendment to the existing maintenance contract.
RHODE ISLAND Turnpike and Bridge Authority  
Board Agenda Item Tracking System

<table>
<thead>
<tr>
<th>AGENDA ITEM</th>
<th>DATE PREPARED:</th>
<th>SUBJECT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>01/28/2019</td>
<td>EXTENSION OF CONTRACT 11-13</td>
</tr>
</tbody>
</table>

FOR THE MEETING OF:  
February 6, 2019  

PREPARED BY: KATHRYN G. O’CONNOR

**SUMMARY DESCRIPTION:**

RITBA would like to extend contract 11-13. It would be one two year extension. The current contract with Emovis expires in June of 2020. The RFP and migration process is 18-30 months. This would allow the Authority stability and pricing from our current vendor with price protection for 3 years.

<table>
<thead>
<tr>
<th>Financial Effect:</th>
</tr>
</thead>
<tbody>
<tr>
<td>661,800 Annually (we are currently paying this)</td>
</tr>
</tbody>
</table>

*Instructions:* The individual named at the top of this page as “preparer” indicates in boxes below which individuals and departments are to review and approve this document and its corresponding support (if applicable) prior to distribution to Board members. Then, each individual places his or her initials and date in the appropriate space in evidence of their review.

<table>
<thead>
<tr>
<th>ROUTING</th>
<th>EXECUTIVE DIRECTOR</th>
<th>INITIALS</th>
<th>DATE</th>
<th>BOARD ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EARL J. CROFT III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FINANCE</td>
<td>MAGGIE BAKER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ENGINEERING</td>
<td>ERIC OFFENBERG</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ELECTRONIC TOLLING</td>
<td>KATHRYN O’CONNOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>✓</td>
<td>PLAZA OPERATIONS</td>
<td>KATHRYN COLEMAN</td>
<td>2/14</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SAFETY &amp; SECURITY</td>
<td>PAUL SIKORSKYJ</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MAINTENANCE</td>
<td>FRANK FLOWERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>INFORMATION TECHNOLOGY</td>
<td>ILDO DASILVA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TABLED: UNTIL**  

**DISCUSSED:**  
*Action Taken:*

VOTE TAKEN:  
__YES__ __NO__

APPROVED:  
__YES__ __NO__

**RATIFIED**
Contract 11 – 13 with Emovis for Toll Collection went live on June 21, 2013. Currently, the RITBA monthly maintenance fee is $41,150. There is also a monthly maintenance fee for the Violation Processing system of $15,000 (Effective 10/1/2016). The annual cost for both Emovis systems is $661,800.

RITBA would like to exercise the one two year extension referenced in the contract.