

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
1.	X					4.1.12.5 Key Personnel	Finance Manager (RBOC and Operations Services)	Please describe the role of the Finance Manager for the RBOC scope.	Position required for input into financial aspect of the toll system.
2.				X		4.1.13 Exceptions to the Terms and Conditions	However, if proposers have any exceptions to the terms and conditions of the RFP or Contract Documents that proposers wish for the Joint Board to consider, the proposer shall provide during the Question and Answer period, as set forth in Table 3.1, a clear and detailed discussion of proposed exceptions to the Contract Documents or tolling component requirements as described in this RFP. To the extent that the Joint Board is willing to revise the Contract Documents on the basis of such exceptions, an addendum will be issued setting forth the revisions.	We request that the Joint Board would not publish the exceptions and the answers to the exceptions to all vendors but would limit distribution to the just the proposer submitting the exceptions. Exceptions submitted could be used by competitors to attempt to create a competitive advantage.	It is the Joint Board's position that any exceptions to the terms and conditions that result in a revision to the Contract Documents will be processed through an addendum.
3.	X					2.1.2.2 Proposal Due Date	This section says "Tolling Component One - RBOC on May 24, 2013". Title page says "RBOC Component: June 3, 2013, 4:00 p.m. Local Time"	Which proposal date is correct?	The Proposal due date has been corrected in Addendum 2.
4.	X					B.1.2.1 Lanes and Shoulders	"The Toll Project requires full instrumentation of the shoulder lanes greater than 4 feet with AVI and AVC for this project..."	Does full instrumentation include axle counting on the shoulders?	Yes, all lanes the same.
5.						B.1.2.1 Lanes and Shoulders	The Effective Toll Lane Summary Chart	What kind of a barrier will be used to separate opposite directions of traffic when DB-1R and KB-1R are in operation?	It is up to the DB Contractor to provide the safety barrier.

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6.	X					B.5.2 Video Processing Technical Requirements	"The VPS shall select a single best image from the image set for image review process. The number of images in a set is up to the design of the RBOC contractor subject to Joint Board's approval."	Do all images in the image set need to be saved/archived or only the best one used by VPS?	Requirement is stated in the RFP.
7.	X					4.1.14 Technical Response	4.1.14 Technical Response on Page 67 "Note that the technical response section has a 75 page limit."  Section 4.2 Technical Proposal Outline and Format Page 68 "4.1 Section 1 - Roadside (- 100 page maximum)."	Which maximum number is correct?	See 4.1.14 Addendum 2 Release
8.				X		4.2.1	The technical proposal alternative section was removed from the RBOC outline and format in the most recent RFP. It was not removed from the ETC or Operations outline and formats	Can a technical alternatives be proposed for the roadside and BOS? If so where should it be placed in the proposal?	No To conform, we have removed the other two sections.
9.	X					3.12.3.1	Project Master Schedule and Progress Schedules. The Contractors shall prepare the project schedule in Primavera in adequate detail....	Is Microsoft Project 2007 or 2010 an acceptable alternative to Primavera?	Primavera is the required scheduling program.
10.				X		4.1.11.4	DBE Certification The proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form _____) confirming that the proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to meet the goal and shall substantiate and document its good faith efforts.	What is the DBE goal for this procurement?	DBE Goals are now stated in the Contract; see Contract Section 20 – DBE Participation.
11.	X	X				B.11	The RBOC Contractor shall be	What is the anticipated term of	See RBOC price sheets

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							responsible for providing RBOC hardware and software maintenance for the term of the RBOC Contract.	the contract from NTP through system acceptance and including the maintenance period?	and RFP Addendum 2. (the date that is four (4) years from the first anniversary of the System Formal Acceptance Date, or the date that is seven (7) years from the first Crossing Substantial Completion Acceptance Date to occur, plus any extension of such period due to the Joint Board's exercise of a Maintenance Option.)
12.	X	X				Section 3.12	Contract Responsibility Matrix shows the RBOC and ETC contractors "Installation of ETC Components (Antennae, Readers, RF Modules if any, etc.)"	Need clarification on who will actually do the installations and who will provide materials and supplies (antenna cable, power cable, Ethernet, etc.)	Clarification provided in RFP Addendum 2.
13.	X					Section B.9	The RBOC Contractor shall provide the complete WAN between all the Toll Zone buildings <b>except</b> for the following: 1. The RBOC <b>shall provide</b> the physical connection in trunk-line conduit between Toll Zone buildings, 2. The RBOC <b>shall provide</b> dark fiber and terminate them in a fiber patch panel in each Toll Zone building, and 3. The RBOC <b>shall provide</b> dedicated toll dark fibers from the Toll Zone building to the LSIORB Project Operations Center IT Room fiber patch panel.	The statements are conflicting, please clarify. Please explain the difference between the "RBOC" and the "RBOC contractor". We are under the assumption that the RBOC and RBOC contractor are one in the same by the way they are used throughout the RFP.	Clarification is provided in Addendum 2 version of RFP.
14.	X					Section B.23.1.3 Toll Zone Controller	Daily measurement to be audited via DVAS or other means.	In addition to the CCTV requirements, is there a	Digital Video Audit System (DVAS) to

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						Page		separate DVAS requirement? Our understanding is that CCTV is to capture and record live video. DVAS is a more complicated video auditing system capable of audits using specific events such as vehicle class, speed, violations and so on,.	Remain
15.					X	3.5.3	The testing performed above must include, at a minimum, the following environments: high and low speeds, dedicated lanes, lanes with a gantry, and most importantly, in an open road environment.	Please describe what you mean by an open road environment for testing?	Open Road environment means tolls will be collected by video or ETC technology at highway speeds
16.	X					B.3.1.2	The Joint Board shall have the right to use the interface documentation to add or change equipment as desired.	It is assumed by this statement that the use of the ICD will be limited to the this project and used only by the Joint Board, not shared or distributed to 3rd parties including consulting firms or other integrators. Please confirm.	The conditions are as stated in the Contract
17.	X					3.2.3	It is preferred that, wherever possible, all subsystems and their component parts be based and operated on open source and Open Architecture for the Joint Board to use without restriction including allowing use by other Contractors. The Joint Board will own the right to use the protocol during and after the Contract term. The Joint Board is not seeking exclusive rights to use the protocol.	Please confirm that the term "protocol" is related to any open source or Open Architecture product used in the construction of the final solution, and is not related to the respondents application.	Confirmed.
18.	X	X				3.2.5	Contractor must provide an ICD that documents all the required interfaces and functionality of Messages. This includes the interface between the	Most if not all communications between the antenna and the reader are proprietary and owned by the AVI vendor. For	Yes.

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							reader and antenna and the Transponder.	those contractors who are technology neutral or agnostic, can we assume that this requirement will be satisfied by others?	
19.	X					3.3.5	The proposers must provide, install, and include in their price proposal any required equipment cabinets and other ancillary components.	Does this requirement include all power distribution panels that may be installed on the Joint Board facility? If so, please provide all standards that are required for each member of the Joint Board for construction and installation of said cabinets.	Please reference RFP specifications. During detailed design process this will be further refined.
20.	X					Appendix B		Toll Zone Host definition and requirements are minimal, please provide more detail.	The winning RBOC contractor can refine the Toll Zone Host during detailed design as approved by the Joint Board
21.	X				X	4.3.8	The RBOC Contractor is not to include the cost of integration with ETC Component protocols in any of the pay items listed, or to include it as a separate pay item on the RBOC price proposal sheet. There will be no separate price for ETC integration accepted at a later date.	Does this include the cost of integrating the RBOC zone controller with the readers?	Yes
22.	X					B.24.4	The overall performance for each month for each item will be the measure for determining whether each item requirement is being met, provided however, if during spot performance checks by the Joint Board it is discovered that an item is failing to meet the performance requirement as a matter of course the Board reserves the right to notify the Contractor of	Please confirm that the spot performance check is for a period that equals or exceeds the time period specified in the performance requirements.	See Revised Table B-1 and B-2 in RFP Addenda

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							such failure and assess Liquidated Damages for the item until the failing performance is cured by the Contractor.		
23.					X	B.23.1.1	99.99% availability provided that once down time exceeds 50 minutes within one year period Liquidated Damages may be assessed.	Our calculations show that 99.99% availability is 52.56 minutes and liquidated damages would not be required until 53 minutes had elapsed within a one year period at a precision of 1 minute.	Rounded to allow for use of two decimals. (99.99049357%) The 50 minute allowance has been rounded (down in this case) to the nearest one-sixth of an hour for ease of application of the KPI.
24.	X					B.23.2.2	Monthly Monitoring - Item shall be monitored monthly utilizing Oracle Tools.	Please confirm that the required Database Management System (DBMS) is Oracle.	The Database Management System has not yet been specified
25.	X	X			X	1.1	The Joint Board desires to become interoperable with other toll systems within the United States. Interoperability with E-ZPass, SunPass and other interoperable toll systems will require the ETC Contractor to provide multi-protocol readers, antennae and Transponders. Scope of work, requirements and specifications are provided in Appendix C of this RFP.	How many interoperable toll system formats are required to be supported by the BOS? Please define "other interoperable toll systems".	The Joint Board wishes to be in compliance with the mandates of MAP-21 and or its successor. The current release of the RFP, Addendum 2 provides further guidance to the proposers.
26.				X		3.4.1	The proposer must provide production capabilities data including the components that can be produced per month, average order lead times, and current monthly demand and backlog.	Please confirm that this requirement is only for components directly manufactured by the Contractor or direct Sub-Contractor.	Confirmed
27.	X				X	3.12	Integration into other LSIORB Project systems such as GL software	What GL system and version number will be used by the LSIORB?	To be defined by Joint Board during preliminary design.

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28.	X					B.5.1.3	Rear view cameras shall provide the following functions, 1. Capture the rear license plate image clearly with the best contrast possible, 2. Capture the entire width of the vehicle, 3. Employ a color camera, which may be augmented by an infrared camera if needed to meet performance requirements, 4. Not employ continuous white light for illumination. The intent is to have rear camera illumination that does not pose a visual hindrance for drivers. Continuous lights can pose this type of problem. Continuous means visually on at all times. A 70 Hz strobe is visually on continuously. In lieu of this, a single strobe flash may be employed to capture the image of the license plate and car, and 5. The RBOC shall provide for finger printing of vehicles and license plates.	What is the required resolution given that stacked characters must be properly OCR'd to meet the performance requirements?	Contractor must meet the performance requirements.
29.	X				X	B.13	The LSIORB back office shall be configured and sized to support the functionality of the LSIORB AET System, and shall also support growth at a rate of 15% per annum.	What is the initial traffic volume expected at each toll zone to use for baseline traffic volume?	See RFRP Addendum 2.
30.	X					B.19.1	The Back Office Host database management solution shall be the latest full stable release of the proposed database software in revenue collection mode for at least six months in at least one major tolling operation in the United States. The RBOC Contractor shall be responsible for maintenance of the	The second sentence is incomplete; what should it state?  Please confirm that the word "level" refers to the major revision number of the database system.	The sentence has been clarified in Addenda of the RFP.

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							database management solution and for providing all software upgrades, security patches and updates to the. The database management solution shall not be more than one level behind the stable publicized version.		
31.	X					B.12	Some information contained within this AET Toll Zone scope of work and the AET Standard Drawings is typical and may not be applicable for the specific tolling system provided by the RBOC.	Where can the AET Standard Drawings be found?	The standard drawings have been renamed as Reference Drawings. These are available as part of the RFP as referenced in Appendix J. However Proposers need to pick up the Reference Drawings file at the RFP website.
32.	X					Figure B-3	Regarding Figure B-3:	Would a solution that can meet the OCR requirements with one front and one rear image be acceptable (as opposed to requiring 4 front and 4 rear images)?	The proposal should address how best to meet the requirements of the RFP.
33.	X					B.5.2	Video processing Technical requirements states: "The OCR software shall process images from front and rear cameras at a minimum rate of 2,400 vehicles per hour per lane for all lane types." Section B.23.1.7 OCR, which states that the system needs to support a minimum of 14,400 images per hour per lane.	Are these associated with different subsystems (e.g. is the 14,400 associated with the plaza level OCR to account for processing images after reestablishing communications, and the 2,400 associated with the tolling zone OCR processing)?	Corrected.
34.					X	B.21.2	The RBOC shall be scalable. The RBOC at the start shall be structured to accommodate and process 150 million transactions, \$150 million in revenue, 2 million accounts and 4 million Transponders and shall have	The volumes in section B.21.2 appear to be dramatically larger than the volumes presented in Appendix D Table 1 - Estimated Operating Activity and Staff Levels.	D-1 has to do with Operational levels not processing levels.

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							the capacity to accommodate 500 million transactions and \$500 million in revenues, 10 million accounts and 20 million Transponders within five years. The RBOC must also be sized to immediately accommodate interoperable transactions and processing files. The interoperable files shall be structured to process up to 30 million Transponder files and 30 million license plate files.	Please explain the discrepancy.	
35.	X					B.11.2	System Availability. The RBOC Contractor shall be required to maintain a RBOC availability level equal to 99.9% at the Toll Facility Host and the lane levels. These levels of availability apply on a 24 hour per day, 7 day per week basis and are measured on monthly, quarterly, and annual basis	Can the Developer please clarify the intended availability level for lane level to host level components? This section of the RFP contradicts the availability levels covered in B.23.	Clarifications made in RFP Addendum 2.
36.	X					B.23.1.10	Maximum time to respond – 2 hours Mean time to repair – 2 hours Mean time between failures – 10,000 hours Coverage – 24 hours a day, 7 days a week	Are there priority levels associated with the response and repair times indicated in the RFP?	See release of RFP, Addendum 2.
37.	X					B.23.1.10	Maximum time to respond – 2 hours Rush hour required response – 1 hour Mean time to repair – 2 hours. Rush hour required repair – 1 hour Mean time between failures – 10,000 hours Coverage – 24 hours a day, 7 days a week	Can the Developer please specify the timeframes that constitute Rush hour for both the AM and PM commutes?	Rush Hour periods to be refined during the Preliminary Design phase. Current estimate is for I-65, Monday through Friday, excluding holidays, and peak hours are defined as 6:00 a.m. to 11:00 a.m, and 3:00 p.m. to 7:00 p.m.

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38.	X					B.6.1	It shall be possible to configure the CCTV network to send an alarm through the MOMS.	Are the alarms mentioned in this section specifically related to component failure alarms or those tied to CCTV camera degradation?	Related to Component failure
39.					X	4.1.12.5	The Joint Board reserves the right to impose a liquid damage assessment of twenty thousand dollars (\$20,000.00) for any key personnel that are changed within the first twelve months following execution of the Contract should the personnel remain with the Contractor's organization in any form. A liquid damage assessment of ten thousand dollars (\$10,000.00) may be imposed for any key personnel that are changed during the second year of the contract should the personnel remain with the Contractor's organization in any form. These penalties are on a per occurrence basis.	Suggest that wording be added to exempt this penalty if the Joint Board and the Contractor "mutually agree" to a personnel change and suggest that exemption would apply to cases of medical leave, military leave, and promotion.	The RFP intended to say "liquidated damage" rather than the "liquid". Other language will not be changed.
40.		X				Section 2.1.2 Submittal Schedule,	"(ETC) The Final Appendix C will be released on June 13, 2013" and proposal due dates (for all toll components) AND Appendix B, Tolling Component One (RBOC), B.8, ETC Integration Requirements, "the RBOC Contractor is not to include the cost of integration with ETC Component protocols in any of the pay items listed, or to include it as a separate pay item on the RBOC price proposal sheet."	<b>Comment:</b> In our experience designing ORT roadside solutions and integrating a variety of ETC equipment, there are design challenges for the Roadside equipment and software integrator based on the selection of ETC equipment provider. <b>Question:</b> Can the ETC procurement take place in advance of the RBOC procurement, to ensure that all RBOC proposers use the same requirements and are able to generate the best design solutions in crafting	The dates and schedules are currently as stated in the RFP Addendum 2.

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41.					X	Section 2.1.2	Submittal Schedule	<p>their proposed approach?</p> <p><b>Question:</b> Considering the schedule for the pre-proposal meeting, submitting questions to the proposals and the anticipated date of answers being made available to contractors (only 2 weeks prior to proposal due date), would the authority consider an extension to allow proposers to provide a more thorough and responsive solution, in light of any changes or clarifications offered in the answers to questions?</p>	See Addendum 2 of the RFP; proposal due date for RBOC extended to July 1, 2013.
42.					X	Section 2.1.2 Submittal Schedule and Section 2.1.2.2	Proposal Due Date	May 24 and June 3 are both listed as submittal dates for Tolling Component One, RBOC; please clarify.	Corrected, see Addendum 2 of the RFP; proposal due date for RBOC extended to July 1, 2013.
43.				X	X	4.1.11 Proposer Forms and Certifications	Proposer forms and certifications are contained in the Appendices.	<p>The RFP documents and appendices posted do not appear to contain the following forms:</p> <ul style="list-style-type: none"> <li>- Responsible Proposer and Major Participant Questionnaire</li> <li>- Non-Collusion Affidavit</li> <li>- Certification Regarding Buy America</li> <li>- DBE Certification</li> <li>- Certification Regarding Equal Employment</li> </ul>	See RFP Addendum 2 and Contract for forms.

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								<p>Opportunity</p> <ul style="list-style-type: none"> <li>- Use of Contract Funds for Lobbying Certification</li> <li>- Debarment and Suspension Certification</li> </ul> <p>Can the Joint Board please provide these forms, or the location where they can be downloaded on the website, if available?</p>	
44.				X		Form C, Certification	RFP Form C, Certification	Can the Joint Board please clarify if this Certification form is one of the above-referenced forms, or a separate form to be included with the proposal response?	See RFP Addendum 2 for clarification.
45.				X		4.3.7 and 4.3.9 Bid Bonds and Bonding Requirement	Proposer shall submit with its price proposal a bid bond in the amount of at least 5% of the amount of the price proposal. Pass through costs are not included. The Contract sum respective to the bonding must include staff and labor costs for operations. Corporate guarantees will not be acceptable in lieu of bonds. <b>The form of the bid bond shall be as set forth in the Contract Documents.</b>	The referenced Contract Documents outlining the required form of the bid bond do not appear to be included in the RFP materials. Can the Joint Board please provide the required form for the Bid Bond?	Bid Bond Form is included in the Contract.
46.	X					RFP Section 4, Technical Response and Appendix B: Tolling Component One (RBOC)	Various sections of Appendix B	<p>Several sections from Appendix B are missing from the suggested response outline in Section 4.2.1. These include:</p> <ul style="list-style-type: none"> <li>- B.12 Toll Zone Building General</li> </ul>	See revisions in RFP Addenda.

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								<p>Requirements</p> <ul style="list-style-type: none"> <li>- B.14 Interoperability</li> <li>- B.16 Correspondence and Document Management</li> <li>- B.20 Enterprise Reporting Requirements</li> </ul> <p>Can the Joint Board please clarify where these responses should be included in the proposal? Should the numbering of the outline format be altered to include these requirements?</p>	
47.	X					RFP Section 3, Proposal Instructions	Proposal Instructions section	<p>This section is not included in the sample outline format in Section 4.2.1 of the RFP. Can the Joint Board please clarify where and how Proposers should respond to these requirements? Should Proposers use a compliance matrix for this portion of the response (where applicable)? Will the response for this section be restricted by page limits?</p>	Page limits specified in RFP Addendum 2
48.				X		1.2	All processing of toll transactions will occur at the Joint Board Operations Center.	<p>Does the Joint Board intend for this requirement to mean that toll zone controllers or lane controllers are not to be used in the design? All sensors would send raw data to computers in the JBOC for processing. Please clarify.</p>	See RFP Addendum 2 for clarification.

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49.					X	B.7.1 Vehicle Classification Functional Requirements  and  1.2 General Description of Work	Vehicle classification shall be determined on the basis of three categories; passenger cars, small trucks and large trucks.  and  As currently contemplated, tolls will be based upon three general classifications of vehicles. These three classifications include two axle vehicles, medium trucks, and large trucks.	Please clarify the discrepancy between two axel vehicles and passenger cars. Please clarify the discrepancy between medium and small sized trucks.	See Appendix H for definition of the Vehicle Classes and the relationship to LSIORB Classes as the RFP is amended with Addendum 2.
50.					X	1	Description of gantries	Are the gantries planned to be single or dual gantries?	See Reference Drawings.
51.	X					1.1	The Contractor(s) selected through this RFP must communicate and coordinate with the Developer and the design-build contractor and other contractors involved with the toll system equipment and operations...	What is the scope of the toll system equipment that is not included in this RFP?	See the revised "Table 3.1 - Contractor Requirements Matrix" for responsibilities and coordination.
52.					X	1.1	Under the construction contracts for all bridges it is anticipated that the toll system roadside contractor will be responsible for the construction of any necessary Toll Zone buildings housing toll collection equipment and for providing emergency generator power.	Is there any guarantee that the buildings will be within a certain distance away from the toll gantry?	Coordination with Developer and DB Contractor must be initiated immediately upon Notice To Proceed.
53.	X					1.1	The LSIORB Project will consist of 19 travel lanes, of which 6 are reversible and 11 shoulders of which 2 are reversible for a total of 38 effective toll lanes as depicted in Table 1.1.	Can the Joint Board please elaborate on what a reversible shoulder is? Our current understanding is that a reversible shoulder would need to be adjacent to a reversible lane and change directions at the same time as the adjacent reversible lane.	That is correct.

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54.					X	1.2	Under the construction contracts for all bridges it is anticipated that the toll system roadside contractor will be responsible for the construction of any necessary Toll Zone buildings housing toll collection equipment and for providing emergency generator power.  See section 3.14 in RFP for table.	Who will design and supply the toll gantries and foundations?	The toll gantries will be designed by the East End Bridge Developer and by the DB Contractor for the Downtown Bridges.
55.	X					1		RFP mentions the SunPass interoperability – SeGo tags use proprietary protocol please advise?	The Joint Board wishes to be in compliance with the mandates of MAP-21 and or its successor. The current release of the RFP, Addendum 2 provides further guidance to the proposers.
56.				X	X	1.2	A further discussion of the bridges for the Toll Project is contained in the consulting engineer's report (CER). A link to the CER can be found in Appendix G.	The link is not provided and the Appendix states TBD (page 250)	Link is currently unavailable to the vendors until documents become public.
57.					X	3.5.3	Largest AET toll zone will be 6 travel lanes plus 2 shoulders [ to be fully equipped]	Does it need to be reversible?	Table 1.1 provides summary of the lanes. 3 lanes and 1 shoulder are to be reversible.
58.	X					2.1.2	Submittal Schedule	2.1.2 Submittal Schedule - the June 3 proposal due date for Tolling Component 1 conflicts with the proposal due date defined on page 11 of section 2.1.2.2	Corrected
59.	X					3.1.2	MOMS	The RFP states that the RBOC MOMS will be the primary system, and other contractors will need to ensure	Clarified in the RFP Addendum 2

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								that their individual MOMS can communicate with it. How many other MOMS will there be, and whom is responsible for the integration?	
60.					X	3.2.1	Proof of PCI compliance certification is required and the Payment Application Data Security Standard (PA_DSS) at the start of FAT, and remain compliant throughout the term of the Contracts.	Is the Joint Board open to allowing PCI compliance certification to be granted after FAT at a point where the system is more integrated? To become PCI compliant and certified as a system, the software, operating systems, hardware, communications network, and environmental conditions require specific configurations or setups. Depending upon Joint Board IT networking polices, or other changes after PCI certification, PC could revoke the certification. For example, the PCI standards also require certain doors to have locks, restricted access to specific areas of an office, operational procedures, etc. We feel that it would be best if the PCI compliance is certified for the system in its final environment, instead of in a factory environment.	3.2.1 States that the system shall be PCI Compliant throughout the term of the contract.
61.					X	3.2.1	The Contractor must treat all data with the utmost care to prevent any disclosure of sensitive or confidential data.	Does the Joint board have a definition of sensitive data that differs from the definition in the PCI standard?	No
62.				X		3.2.1	The Contractor must treat all data with the utmost care to prevent any disclosure of sensitive or confidential data.	Can you please define the use of the term confidential?	Refer to the Contract Section 15.3.14 with respect to Contractor's obligations with respect

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									to customer data.
63.	X				X	3.2.3	Open architecture, open standards, right to use	The RFP defines a preference for open architecture, open standards, and the right to use the protocol; but it does not specify what protocol. Please clarify.	It is up to the vendor to recommend the protocol.
64.	X					3.2.4	All subsystems and their component parts must be internet protocol addressable.	A subsystem component part such as a light, would be much more expensive if it required IP addressability. Can you please clarify this requirement or the definition of component part?	See Also RFP 3.6.2.1, Only active components require internet addressability.
65.					X	3.3.1	Proposers shall employ hardware and software which is non-proprietary COTS and which has a second source.	By 'second source' do you mean supplier, manufacturer, or both?	Able to be purchased from someone other than you.
66.					X	3.3.3	Multiple Sources	The proposer respectfully requests that the Joint Board clarify the requirement for Multiple Sources and the related scoring. What is the specific scoring impact if proposers offer limited multiple resources?	Able to be purchased from someone other than you.
67.					X	3.3.3 and 3.3.1	3.3.3 Multiple Sources It is preferred that the subsystems, printed circuit boards, and modular subassemblies be available from multiple independent sources. Proposers offering a tolling component with greater numbers of subsystems that can be sourced from multiple places will receive higher evaluation scores.  3.3.1 Non-proprietary COTS	We respectfully ask for the Joint Board to review the purpose of requirement 3.3.3. Based upon other COTS requirements we are confused by requirement 3.3.3 and we wish to fully understand it, as it will give proposers an edge in scoring. Does the Joint Board want a system where you can easily buy printed circuit boards from multiple vendors	Able to be purchased from someone other than you.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							<p>Preference Proposers shall employ hardware and software which is non-proprietary COTS and which has a second source.</p>	<p>or suppliers, or would you like field units that are easily replaceable (not in a physical sense)? For example, to meet requirement 3.3.3 leads us to believe that the Joint board would like a customized computer created where circuit boards are available from multiple manufacturers and vendors. From our current point of view such customized computers would increase total cost of ownership from a hardware and maintenance perspective. From the COTS requirements it seems the Joint Board would prefer that computers come from a major manufacturer such as Dell, HP, etc. Internal components in modern COTS products such as printed circuit boards are often not available from another manufacturer, and sometimes only available from one supplier (the manufacturer). How is the joint board envisioning their maintenance activities? Do you want to replace circuit boards, chips, capacitors, etc. in broken equipment, or just buy a new computer from any manufacturer or supplier that will run the proper operating system and is as fast, or faster, than the unit it is replacing? From our current point of view requirement</p>	

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								3.3.3 may be in conflict with requirement 3.3.1.	
68.		X				3.6.4.11 Three Types of Transponders Must be Proposed	If additional types of Transponders become available during the design phase, the Joint Board reserves the right to require that the new technology be made available by the ETC Contractor at no additional cost to the Joint Board.	Please clarify that "new technology be made available by the ETC Contractor" only covers technology compliant with the originally proposed technology platform (i.e. 915 MHz vs. 5.9 GHz).	If the Contractor awarded the Component 2 Contract releases a new product, LSIORB reserves the right to buy the products as they see fit.
69.					X	3.6.1	Interoperability	The language states that the Joint Board is beginning the negotiation with other toll agencies. What agencies are involved? What protocols are required? What read/write functions are required? What business rules have been established?	The Joint Board wishes to be in compliance with the mandates of MAP-21 and or its successor. The current release of the RFP, Addendum 2 provides further guidance to the proposers.
70.		X				3.6.2.2 Automatic Transponder Functionality	If the Transponder is properly mounted then the transaction in the lane shall be automatic without additional customer interaction required.	Does the Joint Board request the option of a transponder with switchable occupancy designation (i.e. HOT Tag)	See RFP Addenda for clarification.
71.	X	X				3.6.2.3	This should include an absolute guarantee that the ETC tolling component will perform as advertised immediately upon installation including operations, accuracy, availability, and life cycle.	In what form is this guarantee expected to be provided?	The guarantee shall be through the adherence to performance requirements or pay Liquidated Damages and a duty to repair and replace nonperforming systems and equipment.
72.					X	3.6.3.10; Page 27	3.6.3.10 Environmental Requirements The reader and antenna must operate without degradation in performance in all weather conditions including extreme hot or cold weather, rain, snow, high humidity, high wind	A specific wind speed was given. Do you plan to set the other metrics at a specific number?	The wind speeds are design conditions as specified by the Federal Government. The other metrics are in the performance

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							conditions (120 mph), and vibrations caused either by wind, vehicles, or aircraft.		requirements in the RFP and Contract
73.	X					3.6.3.13; Page 28	High-speed vs. low speed (100 miles per hour and various speeds down to under one mile per hour),	Is stop and go traffic an expected traffic condition?	Yes
74.		X				3.6.3.17; Page 28	8. The reader shall detect and correctly read Transponders in the presence of interference from, and without creating interference to, the surrounding environment such as radio and television broadcast stations, military communications, bridge structures, and transmitters on vehicles such as cellular telephones and citizens' band radios. Proposer is also responsible for protecting against intentional interference with the ETC Component. The reader and antenna assembly shall not require extensive periodic tuning to obtain an adequate level of performance and accuracy.	Does the Joint Board wish to require any more restrictions on-top of what the FCC licenses will require?	The requirements are as stated in the RFP Requirements.
75.		X				3.6.4.2 Protocols	Proposer must describe the communication protocol being proposed and the number and types of protocols that can be programmed on the Transponder at the same time.	Please clarify the necessity for transponders to have multiple protocols within the same unit.	The Joint Board wishes to be in compliance with the mandates of MAP-21 and or its successor. The current release of the RFP, Addendum 2 provides further guidance to the proposers.
76.		X				3.6.4.6	Portable electronic reader and tester	Which contractor (RBOC, ETC or Operations) will provide the electronic reader and tester?	The ETC contractor is to provide the electronic reader and tester.
77.					X	3.6.4.11 Three Types of Transponders Must be Proposed	If additional types of Transponders become available during the design phase, the Joint Board reserves the right to require that the new	Please clarify that "new technology be made available by the ETC Contractor" only covers technology compliant	Duplicate question

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							technology be made available by the ETC Contractor at no additional cost to the Joint Board.	with the originally proposed technology platform (i.e. 915 MHz vs. 5.9 GHz).	
78.					X	3.8	All Contractors with the exception of the Operations Services Contractor shall provide a help desk. Proposers shall provide information regarding the help desk in their proposals.	Please clarify the requirements of the Help Desk (e.g. hours, location, services responsible, etc.)	- See RFP Addenda for clarification
79.				X	X	3.7 Operations Services Proposal Requirements	Services may be expanded in the future to include other statewide or cross state toll projects and additional LSIORB call center services beyond the current operations articulated within the scope of his RFP.	Please clarify additional services will be handled under a Change Management process within this contract or additional contract(s) for services to particular agencies/states.	That is correct.
80.					X	3.9	Must demonstrate that the costs for proposed equipment and services are reasonable	Proposers are required to submit pricing in a separate sealed package and not permitted to discuss price in the technical proposal. Should the proposers address this requirement within the cost proposal only?	Costs and pricing are only to be discussed and presented in the cost proposals.
81.					X	3.14.2	Project Milestones	Could the client specify payment terms and milestones? Payment terms will dictate the amount of financing costs required in our bid, especially with up-front costs such as mobilization payments, etc.	See the Cost sheets for milestone payment details.
82.					X	3.12.3.1	The Contractors shall prepare the project schedule in Primavera...	Will the Contractors be given access to LSIORB's Primavera system as part of the project delivery? If not, is Microsoft Project an acceptable form of maintaining the master project schedule?	No. LSIORB's Primavera is not and will not be accessible to the contractor. Microsoft Project is not acceptable to be used for the formal project scheduling. The

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
									Developer and DB Contractor are utilizing Primavera and therefore will require schedules in Primavera to combine and coordinate milestones.
83.	X	X				3.12.4.1	The Contractor(s) shall conduct the FAT at a site proposed by the Contractor(s) and approved by the Joint Board during initial development.	Are the contractors at liberty to select their own FAT sites outside of the general region of the LSIORB project?	Conditionally Yes, however, the FAT sites must be approved.
84.	X				X	3.12.4.1	Test Database. The Contractor(s) shall develop and maintain separate test databases throughout the duration of all testing for all Toll Zones and the CSC, separate and distinct from the live database. The test databases shall be the property of the Joint Board and shall not be purged.	Please clarify why there is a necessity for the test databases to be the property of the Joint Board.	Required as stated.
85.					X	3.12.5.1	The tests may be monitored by an independent party.	Please clarify what type of "independent party" would monitor the testing? Is this an independent testing party? Is is the responsibility of the Contractor or LSIORB to hire this independent party?	Consultants performing any independent testing shall be under a contract with LSIORB and under an NDA.
86.	X					4.1.4	provide the print copies of technical proposals, in separate three-ring binders for each volume, as shown in the proposal outline in subsection4.2.	Section 4.2 does not use the term volume within the outline provided - which components of the outline are considered volumes? Technical and Price?	Clarified in the RFP Addenda.
87.	X					4.1.11.1	The proposal shall include Form , the "Responsible Proposer and Major Subcontractor Questionnaire" signed by the proposer.	This serves as a single example throughout the document where a specific form reference is blank - when does LSIORB intend to release these forms to industry?	See Latest release of RFP Addendum 2.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
88.	X					4.2.2	Liquid crystal display	Please expand/clarify the requirements for liquid crystal display beyond providing screens for the CSC. Why is there an entire section devoted to this in the response?	Intent was to provide high resolution displays. Addenda releases to the RFP clarify this issue.
89.	X					4.1.14	Page limitation for technical proposals	Please clarify the page limitations and/or the definition for technical proposals. For example, the total outline contained in section 4.2.1 for the RBOC response exceeds the 150 page limit imposed by section 4.1.5. What section(s) are exempted from this page count (résumés, financial information, etc.?) If financial statements are lengthy, may a website address be provided in the hard copy and the financials be provided on the CD-ROMs?	See RFP Addendum Details.
90.	X					4.1.14	Page limitation for technical proposals	The proposer respectfully requests an expanded page limitation for Toll Component 1, RBOC. The Appendix alone is 108 pages and given the complexity of the response, 150 pages may not afford enough space for proposers to provide the Joint Board with the degree of completeness desired?	See Revised RFP Addendum 2.
91.	X					4.2.	Technical Proposal Outline and Format	Not all of the subsections for 3.1; 3.2; 3.3; 3.4; 3.5 and 3.8 align with the proposal outlines provided in 4.2.1 and 4.2.2; where in the proposal response should the proposer	See latest RFP Addendum 2 for clarification.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<p>include these elements?</p> <p>3.1.1; not in either outline (C1 &amp; C2), please advise?</p> <p>3.1.2; not in either outline (C1 &amp; C2), please advise?</p> <p>3.1.3; not in either outline (C1 &amp; C2), please advise?</p> <p>3.2.1 only appears in ETC outline, please identify where it should be outlined in RBOC?</p> <p>3.2.2; not in either outline (C1 &amp; C2), please advise?</p> <p>3.2.3 only appears in ETC outline, please identify where it should be outlined in RBOC?</p> <p>3.2.4 only appears in ETC outline, please identify where it should be outlined in RBOC?</p> <p>3.2.5; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.1; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.2; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.3; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.4; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.5; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.6; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.7; not in either outline (C1 &amp; C2), please advise?</p> <p>3.3.8; not in either outline (C1 &amp; C2), please advise?</p>	

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								3.4 only appears in ETC outline, please identify where it should be outlined in RBOC? 3.5 only appears in ETC outline, please identify where it should be outlined in RBOC?	
92.					X	4.2.1 #1	Cover letter	Please confirm that the cover letter should have a two-page maximum.	See Section 4.1.9
93.					X	4.2.1	Quality Control Plan	4.2.1 includes a Quality Control Plan as response outline item 5.1.12.2 and 5.2.9.2. The proposer respectfully requests excluding this item from the page count constraints?	The Quality Control Plan is a contract deliverable and not intended to be part of the proposal deliverable. Discussions of 4.2.1.6 under Concept should describe the concept used for the Quality Control Plan and not the specific plan.
94.	X	X	X			4.2.1 – Appendix C	Draft operations plan	Please confirm that the draft operations plan is a requirement for the RBOC rather than the Operations proposal. If for the RBOC, please clarify the requirements for this plan.	Appendix B is specific to RBOC and Appendix C is specific to ETC and D is specific to Operations
95.	X				X	4.3.2	Required Completeness The price proposal must represent the full price for each tolling component proposed.	Please clarify this statement - confirm that the price proposals are due as follows: RBOC July 10, 2013; ETC August 23, 2013; Operations October 17, 2013.	See revised dates to be found in the RFP Addendum 2
96.	X	X	X		X	4.3.5	Signature on pricing sheets	How should the signature be included in the electronic Excel file?	Please refer to the Price Sheets Addendum 2 where this information has been

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									added.
97.		X				4.3.8	Integration of ETC Component protocols	How is the RBOC to be compensated for integration of the ETC components and protocols?	It shall be included in the overall price submission without separately pricing the integration effort.
98.				X	X	5.1.1.1	DBE Plan	Please provide further information on DBE requirements and inclusion of a DBE plan. Will the DBE requirements apply to both states?	Please refer to the Contract for the DBE requirements and latest version of the RFP for details.
99.		X				5.1.1.2	5.1.1.2 Price Proposal Responsiveness & 5.1.1.2 Minimum Qualifications	Duplicate numbering	Corrected in RFP Addendum 2.
100.		X				Table 5.3	ETC Interoperability	As interoperability functionality is more related to the system capabilities rather than ETC hardware, please clarify why ETC Interoperability accounts for 12.5% of the total ETC proposal evaluation.	The 12.5% metric is to be used for the ETC proposal evaluation.
101.					X	5.1.3	Oral Presentations and Interviews:  The key personnel listed in subsection 2.2.11.5 of this RFP, and up to two other individuals at the proposers' or the Evaluation Committee's discretion must attend the oral presentation and interview.	In the interest of fair and equitable competition, the proposers respectfully request that the Joint Board consider rewording this requirement as some or all of the proposers may not currently employ some or all of the key personnel listed. The proposers respectfully recommend the following wording:  Key personnel listed in subsection 2.2.11.5 of this RFP that are current	Clarification provided in RFP Addendum 2.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								employees of the proposer shall attend the oral presentation and interview with up to two other individuals at the proposers' or the Evaluation Committee's discretion. If the key personnel listed are contingent new hire employees the offeror leadership overseeing the project shall attend the oral presentation and interview with up to two other individuals at the proposers' or the Evaluation Committee's discretion.	
102.					X	B.1.1.1 Toll Concept	3. By other variables such as time of day, or for congestion-based pricing.  and  The RBOC shall be designed to support dynamic and congestion pricing on 15-minute intervals based on inputs from traffic management systems or from the Toll Facility Host.	These sentences are contradictory in the aspect of the conjunction "or" in the first statement and the "shall" in the second statement. Is the proposed system expected to include dynamic pricing from Day 1?	No. The System architecture must be capable of allowing such functionality to be included.
103.	X					B.1.2.1 Lanes and Shoulders	The LSIORB Project requires full instrumentation of the shoulder lanes with AVI and AVC for this project.	There is no mention of video processing system at the lane level for the shoulders. Should the proposed system include VPS along with the AVI and AVC on the shoulder lanes?	Yes
104.	X				X	B.1.2.5 Stainless steel and anti-corrosive	All equipment enclosures, mounting hardware including washers, brackets, screws, bolts and nuts shall be designed with a non-corrosive material and not require painting or repairs for a minimum of 10 years. Equipment enclosures, mounting hardware, washers, brackets, screws,	Will aluminum cabinets be acceptable?	All equipment enclosures must minimally meet at least 10 years of operational life.

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							bolts and nuts exposed to the outdoor environment shall be constructed of American Iron and Steel Institute Type 316L grade stainless steel where possible.		
105.					X	B.2.2 Maintenance Online Management System	Proposer should assume conventional software.	Please clarify what is meant by "conventional software".	The intent here is for a Commercial Off The Shelf Software. It must be an existing, and operationally proven product deployed as part of a revenue collection mode. It should not require a new development effort.
106.					X	B.2.4 Toll Facility Host Technical Requirements – Software  and  B.3.3 Toll Zone Software Requirements	The RBOC Contractor shall upgrade the operating system and databases to their current versions if the Joint Board requires an upgrade through the end of the RBOC Contract at no additional cost to the Joint Board. Testing and proof of compatibility shall be included as part of the upgrade.	Due to the inability to know the future capabilities and specifications of proposed operating systems and database versions, the necessity to upgrade to the latest versions should be considered as dependent upon performance or operations benefits only. Would the Joint Board be willing to work with the Proposer in a Change Management process for such a potential unknown upgrade?	Change Order process may be used in the defining any future scope of work not currently in the scope of work.
107.					X	B.3.1.3	Toll calculation	This requirement indicates the tolls will be calculated at the roadside. Is the preference for toll rate table(s) to be administered and stored in the Toll Facility Host or the Back Office Host?	Master Table to be stored at the Back Office Host and transmitted to the Toll Facility Host. The intent is to record the expected toll revenue at the lane level. If there is a change at the back

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									office level then the transaction will be appended to reflect such.
108.					X	B.5.1.1 Hot List Vehicles	The RBOC shall be configurable such that hot list vehicles may be directly reported to law enforcement channels	Will there be a pre-determined ICD for the law enforcement channels necessary for the reporting of Hot List Vehicle detection?	No. Any ICD's associated with Hot List Vehicles will be defined and identified during the Design phase of the project.
109.	X					B.5.1.3 Camera Requirements	Front view cameras shall meet the following criteria, 4. Employ a color camera, which may be augmented by an infrared camera if needed to meet performance requirements. The use of color cameras is essential for capturing the color of the vehicle and colorized characteristics. The color information will be used in the confirmation of the vehicle and the enforcement of toll payments.	Please explain the reasoning for requiring a color camera on the front view, when the rear color camera is capable of determining the color of the vehicle and colorized characteristics necessary for confirmation of the vehicle and enforcement of toll payments. Allowing a single infrared or ultraviolet front camera will significantly lower the overall cost of the VPS.	The color camera is required by the specification. .
110.	X					B.5.2 Video Processing Technical Requirements	VPS components shall report failures to MOMS, and shall also report when minimum OCR confidence levels are not attained.	Please clarify if minimum OCR confidence level reporting is necessary on each vehicle or as an average over a predetermined amount of time.	Yes it is necessary for each vehicle.
111.	X					B.6.1	CCTV Functional Requirements	Where is/will the traffic management center be located and what are the RBOC contractor's responsibilities for network communications between the traffic management center and the RBOC?	See RFP Addenda clarification: Please refer to "Table 3.1 - Contractor Requirements Matrix" for further clarification on roles and responsibilities. The live feed of the CCTV roadway camera

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									shall also be available to the Customer Service Center and Walk In Centers.
112.	X					B.7.1 Vehicle Classification Functional Requirements	<p>Vehicle classification shall be determined on the basis of three categories; passenger cars, small trucks and large trucks.</p> <p>and</p> <p>The vehicle classification solution shall separate vehicles, count axles, and measure the height and length of each vehicle passing a tolling point.</p>	The necessity to count axels on these three classifications is minimal. Please explain why the classifications proposed would require axel counting. Is the determination between small and large trucks based on number of axels?	See revised RFP text and specifically Appendix H with FHWA classes defined.
113.	X					B.7.1 Vehicle Classification Functional Requirements	Vehicle classification shall be determined on the basis of three categories; passenger cars, small trucks and large trucks.	The requirement to classify motorcycles is missing, are motorcycles exempt vehicles on the LSIORB Project?	See Appendix H, for motorcycle classification.
114.	X					B.8 ETC Integration Requirements	The RBOC Contractor must structure the RBOC to be able to address a read and write technology with any of the above protocols.	Read/Write capability is not possible for Title 21 and ATA protocols, only Read. Please clarify requirement.	Reference to Read/Write is attached to IAG requirements only. See RFP release, Addendum 2 for further clarification.
115.	X					B.9 Communications and Networking	The RBOC shall install either LC or SC connectors with patch panels that are rack mounted interconnect centers. The RBOC Contractor shall provide the complete WAN between all the Toll Zone buildings except for the following:	With respect to the specific phrase: "except for the following:", is this supposed to read "including the following:"?	Clarified in Addendum 2 release of the RFP.
116.	X					B.11 Roadside Maintenance Support Services	The RBOC Contractor shall also design, develop, and install new application modules and enhancements as needed by the Joint Board, and coordinate those efforts with the ETC Contractor, the Operations Services Contractor, the	Please clarify this effort is also managed by the Change Management Plan, and would be determined on a case by case basis.	Clarified in Addendum 2 of the RFP release

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							Joint Board and staff, and other affected parties.		
117.	X					B.11.5 Ongoing Roadside Support	Training. The RBOC Contractor shall provide training of Joint Board staff, Joint Board member staff, ongoing training of Operations Services and CSC staff or other designees on any aspect of the RBOC required by the Joint Board.	Please clarify this effort will be agreed upon in the contract negotiations.	Proposer is required to price training effort at time of proposal submission. See Price Sheets.
118.	X					B.11.7.7 Staffing Plan	The Joint Board reserves the right to add or subtract positions as it deems necessary.	Please clarify this right must have merits or cause attached to the request.	See Addendum 2 of the RFP release for further Clarification
119.	X					B.11.7.3	Bonding & Background Checks	"All maintenance personnel, as well as all management and supervisory personnel shall be bonded." - can client confirm that conditions for personnel bonding are listed on page 220 (Section D.4.1) and there are no further requirements for personnel bonding?	Proposer needs to refer to both the RFP and the Contract for all bonding requirements.
120.	X					B.13	Account management	This statement indicates that the RBOC shall be ultimately responsible for correct account management. We respectfully request that "account management" be changed to "account processing" as the Operations Contractor will have responsibility for account management.	The term "account management" goes beyond just "processing." In this context, it is intended that the system provide all the necessary interfaces required to accurately reflect account activity, financial status, account balances, account status and any other related operation necessary to provide accurate financial reports.

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121.	X					B.13 General Back Office Concept	The Joint Board requires that the DMV in both Indiana and Kentucky have access to the RBOC thin-client application for access to information relating to funds due pursuant to vehicle registration holds for the associated payments required to release the registration hold.	Please clarify whether the RBOC Contractor will be responsible for training the staff of the Indiana and Kentucky DMVs on the use of the thin-client application.	Yes
122.	X					B.15.2 Efficient Operations #6	Kiosks	This statement indicates the RBOC must support kiosk-type machines. Is the RBOC Contractor also required to supply these machines? If so, please provide additional information on the number of type of kiosks desired.	The system support for kiosk machines is a requirement. The number of kiosks and type are unknown at this time. The Contractor is to provide system design information during the design phases that demonstrates system capabilities.
123.	X					B.15.3.2	Support remote contractors	This requirement indicates the RBOC should "facilitate remote contractors which need to access an account screen ... ". What types and how many different kinds of "remote contractors" are envisioned?	The Operations Contractor, KYTC and IFA shall be capable of having access from the KYTC office, INDOT Office, Walk-in centers and CSC.
124.	X					B.15.4 Payments Requirements	7. Ability to transfer payments between ETC account and violation accounts	Please explain the reasons which are anticipated for transferring payments from a valid ETC account to a violation account.	This functionality is a requirement.
125.	X					B.16.7	The UPS will be part of, and monitored by, the RBOC and	Which UPS does this refer to? Is it all of them including any	Yes

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
126.	X					B.17.2 General Video Requirements	<p>dependent upon the CSC design.</p> <p>The VPS module must be easily configurable to accommodate changes in Business Rules or legislation.</p>	at the roadside?	It is incumbent upon the Contractor to provide a flexible, parameter driven module so that if and when business rules are changed the system can be easily adjusted without a Change Order and or a change to the Source Code.
127.	X					<p>B.17.3 Optical Character Recognition</p> <p>and</p> <p>B.17.4 OCR Performance Levels</p>	<p>The RBOC shall successfully perform OCR on 90% of the images received from the RBOC that are human readable to obtain the license plate and jurisdictions with an accuracy of 99% of the 90% that were automatically identified for the states of OH, TN, IL, MO, VA, and WV. In case of IN and KY plates, the RBOC shall automatically determine the plate type with an accuracy of 99%.</p> <p>and</p> <p>License Plate Extraction Accuracy. The RBOC shall perform OCR on 90% of OH, TN, IL, MO, VA, and WV human readable to obtain the license plate images received by the RBOC. Of these OCR processed images, the accuracy rate of identifying the correct character string and state identification must be 99%</p>	Is the Joint Board aware of a system that has proven through demonstration the level of accuracy requested for automatically determining plate type?	This is the requirement that is mandated due to the nature of the volume of video tolling expected on the bridges.
128.	X					B.17.5 VPS Clerk and Customer Service Representative	Images must be high resolution color or infrared images. Images must be clear and easily enhanced.	Please clarify what constitutes "high resolution".	Resolution that will meet the functional requirements.

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## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						Review B.17.9			
129.	X						DMV Interface(s)	Who will be responsible for the charges for DMV lookups from Indiana and Kentucky as well as other states? Is it acceptable to use a third-party provider for DMV lookups rather than direct interfaces?	<p>Direct interfaces with Kentucky and Indiana are desired because most of the license plates are expected to be from those two states.</p> <p>It is up to the Contractor whether to propose the use of a third party provider if it believes such a use would financially benefit the solution being sought by the Joint Board.</p>
130.	X					B.17.9 Interface to the Kentucky and Indiana Department Of Transportation – Division Of Motor Vehicles	The RBOC shall retrieve the names of all registered owners of a vehicle, and shall post the names in the records. Both Indiana and Kentucky allow multiple owners to be associated with a single vehicle. Choosing which registered owner's name and address to use for the bill is at the discretion of the Joint Board.	Please clarify how the Joint Board anticipates approving which registered owner, if multiple, is assigned to the account. Should the RBOC anticipate providing a report of all vehicles which the DMV states have multiple owners? Is the responsibility of the Joint Board personnel for selecting the name and entering it into the system or Operations?	Multiple owners shall be entered in to the system from the DMV request. The mechanism for selection, such as selecting the primary contact, shall be determined during Preliminary and Detailed Design and which shall also be included into the Business Rules.
131.	X					B.17.11	Reviews, hearings, and determinations	What type of evidentiary packages or other document are required for the informal reviews, the administrative hearings, and the judicial reviews?	TBD.
132.	X					B.17.11 Tracking Reviews, Hearings, Determinations and	The RBOC shall have the capability to send collections files to multiple collection agencies.	Please clarify the number of collection agencies used in the RBOC system shall be	TBD

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						Collection Agencies		determined in the System Design stage of the project.	
133.	X					B.18.1 General Requirements	The Back Office Host design shall support distributed middleware application services, and shall foster a loosely coupled approach that supports modular application code sets in distributed middleware application services.	Please clarify the meaning of this sentence.	See RFP Addenda for further clarification.
134.	X					B.19.1	B.19.1 General Database Requirements The Back Office Host database management solution shall be the latest full stable release of the proposed database software in revenue collection mode for at least six months in at least one major tolling operation in the United States. The RBOC Contractor shall be responsible for maintenance of the database management solution and for providing all software upgrades, security patches and updates to the. <i>(Here the sentence seems to be incomplete also).</i> The database management solution shall not be more than one level behind the stable publicized version	Please clarify the requirement for the database in revenue collection within the United States. This is anti-competitive and should be removed.	Language has been clarified in RFP Addenda
135.	X					B.18.7 Web Hosting Technical Requirements	Website shall have English and Spanish options, or other languages as specified by the Joint Board.	Proposers are only able to quote price for website with two known required languages. Additional languages necessary would require a Change Management Request or determined in the System Design Stage with appropriate change processes in place.	It is understood and agreed that additional languages will require a Change Process. The Contract provides for such a process.
136.	X					B.20.3	Reports	This indicates that the RBOC contractor shall include a	The proposer should provide sample reports

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								matrix (and samples) of all available reports. Please clarify if this is to be provided by the contractor after contract award or by the proposer as part of the proposal submission.	however the final reporting package will be finalized during the design process.
137.	X					B.21.2 BOS Host Performance	The RBOC shall be scalable. The RBOC at the start shall be structured to accommodate and process 150 million transactions, \$150 million in revenue, 2 million accounts and 4 million Transponders and shall have the capacity to accommodate 500 million transactions and \$500 million in revenues, 10 million accounts and 20 million Transponders within five years. The RBOC must also be sized to immediately accommodate interoperable transactions and processing files. The interoperable files shall be structured to process up to 30 million Transponder files and 30 million license plate files.	Please clarify the amounts stated are cumulative totals (i.e. 150 million transactions in total over the life of the system, immediately; 500 million transactions in total over the life of the system after five (5) years). The calculation we determine: 500 million transactions over 5 years, is an average daily transaction of about 270k.	The system that LSIORB is seeking must be more robust than just anticipating the average daily transactions.
138.	X					B.22.1 Source Code	All software provided by the RBOC Contractor shall be non-proprietary to LSIORB. LSIORB will have full read access to all database structures and source code.	Please clarify the necessity for read access to all database structures and source code when there is an escrow agreement in place. This is highly unusual practice.	Ad Hoc reporting requires references to all of the database fields as may be needed by LSIORB. All source code, database entities and structures shall be electronically documented "as-built" in a generally accepted format and made available to LSIORB.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
139.	X					B.23.1.3 Toll Zone Controller	Performance #s: 15, 16, 17, 18, and 19 Daily measurements to be audited via DVAS or other means.	Please explain whose is responsible for the DVAS auditing and how often it should occur.	See RFP Addenda for clarification.
140.	X					B.24.3	Roadside Performance Liquidated Damages	Could the client specify the value of liquidated damages per day per KPI item	The RFP has been clarified to reflect the value of liquidated damages per KPI item. Refer to RFP as revised by Addenda
141.		X				C.5.2	Liquidated Damage Summary	Are the KPI-related liquidated damages the ones listed in table C-1, or are there other values per item?	See RFP Addenda and Contract
142.		X				C.5.2	Liquidated Damage Summary	How is the amplitude of under-achievement factored into the value of the liquidated damages? Is it quantified based on a deviation of the percentage? For example, falling short of 99.95% accuracy - are the amount of liquidated damages based on how far the accuracy percentage is from 99.95%?	See RFP Addenda and Contract.
143.	X					B.23.2.2 Host Database Management System (DBMS)	Performance #7 DBMS Processing Speed At least 1 million transactions plus all associated ancillary messages per day  Performance #9 DBMS Processing Speed Scalability Be able to accommodate processing of at least 5 million toll transactions plus all associated ancillary messages per day without major changes to the DBMS	Please explain the necessity for requirements of the DBMS to support such levels when B.21.2 BOS Host Performance requirements are significantly less. This discrepancy could greatly change the proposed system capabilities.	The intent of the requirement is to ensure the system has the capacity to handle all transaction processing requirements of the system including roadway and account management activities.
144.		X				C.5.6	Limitation of Liability	What is the overall contractual	The States Parties are

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								liability cap with respect to coverage / compensation for missing toll income?	currently considering providing a limitation of liability. If included, it will be in the Contract by addendum.
145.	X					B.23.2.4 203	Mean time to repair (hardware) – 2 hours, in no case exceeding 4 hours	Does the Mean time to repair (hardware) – 2 hours requirement start from when the incident was first reported or from the time the first response was received? Same question for SW.	Please refer to Appendix B in the RFP release under Addendum 2 for further clarification as well a B.11.1 for Service level Agreements related to Priorities which have been established.
146.	X					B.23.2.4 Maintenance Requirements	Performance #18 Repair SW	Please clarify levels in which repair are necessary upon a certain time limit. If the error does not effect revenue collection, the repair will occur on an agreed upon schedule. Only upon SW errors which effect revenue collection shall the 3 hour mean time to repair should be enabled.	Refer to RFP Addendum 2 for further clarification.
147.		X				C.5	General	Please provide information on the anticipated number and delivery schedule of the required transponders. (How many are anticipated for the initial order vs. subsequently over the course of the project.)	The initial delivery for the first year of operations is estimated at 125,000 transponders. At this point in time the initial delivery has not been broken down by type. It is expected that the ETC Contractor will provide pricing based upon quantity thresholds and type as

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## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
									listed in the ETC Price Sheets.
148.		X				C.5.2	References to ETC subsystem proposal Section C.4.1.2 Number of Protocols	Please clarify the reference to this section as it is not contained within Appendix C. Additionally, Appendix C begins with section C.5?	Section C has clarification language which has been added and renumbered accordingly.
149.			X			D.3.1, #12	Housing for the Joint Board staff	How many Joint Board staff are anticipated to office at the Operations Center? Will they require offices or will cubicle or open work spaces be sufficient?	At least two offices are required for Joint Board staff and at least two cubicles in each office.
150.			X			D.3.3	Forms of payment	Please confirm that checks will not be accepted. What credit/debit cards will be accepted? Will debit cards with PIN number be required to be accepted? Are the payment types the same through all channels (i.e., PIN debit cards accepted at the storefront as well as the website and IVR)?	Checks have not been ruled out due to the need to accept payments for video transactions and from patrons that do not have or prefer not to use credit cards. The RFP has been modified. Debit cards with Visa or MasterCard logo will be accepted using PIN.
151.			X			D.4.2	Language	Does the Spanish-speaking CSR requirement apply to all CSC/storefront/mobile locations at all times?	As stated in the RFP
152.	X	X	X			B.24.8, C.5.6, D.6.6	Limitation of Liability	Limitations of liability identified in sections 6.5.15, C.5.15, & D.5.15 but do not see them in RFP - could the client specify where we can find these details?	The States Parties are currently considering providing a limitation of liability. If included, it will be in the Contract by addendum.
153.					X	2.1.2; 2.1.2.2; Page	Table 2.1...Proposals Due...[RBOC]	Please confirm the due date	See RFP Addendum 2

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						10; 11	<p><b>June 03, 2013</b></p> <p>Proposal Due Date...Please note that there are different proposal due dates for each tolling component. Technical proposals and price proposals will be received by KYTC until 4:00 p.m., local time for: <b>Tolling Component One - RBOC on May 24, 2013</b></p>	for RBOC is June 03, 2013.	release; proposal due date for RBOC extended to July 1, 2013.
154.					X	Table 3.1	Last four items in the table	Please confirm any ETC Contractor responsibilities for these items.	Corrected in Addendum 2.
155.						N/A	General Observation	<p>The proposer respectfully raises the following concerns: Because the Joint Board provided strict outline guidance and numbering, the concerns below may require the proposer to add elements of the RFP that are not defined in the outline. Adding elements to the outline may disrupt the required numbering or it will force proposers to simply include the additional elements at the end of the response, which may not be logical and difficult to evaluate.</p> <p>The RFP does not clearly indicate in some instances, which sections apply to RBOC, which apply to ETC, and which apply to Operations - example, the outline for ETC in section 4.2.2 is extremely detailed and contains the project design, development, testing, and delivery phases - however, the RBOC outline</p>	Please see the RFP release under Addendum 2 for clarification of issues raised by this question.

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								<p>does not contain the phases and probably should. Additionally, the 3.14 section, seems to combine all three efforts in the phases and there are instances where it is not clear if a sub-phase applies to all or some of the tolling components.</p> <p>Also, the section 3.3. General Component Requirements aligns with the ETC outlined element 4.2.2. 5.3.1 but RBOC does not contain a General Component Requirements section, but some of the elements of 3.3 also apply to RBOC. Only section 3.6 ETC and 3.7 Operations clearly indicate the corresponding tolling component.</p> <p>Another example, section 3.4 and 3.5 align with the ETC Tolling Component but are not outlined in RBOC, and RBOC will require production and testing as well.</p>	
156.						1.1	General Description of Work	Language states the Downtown Crossing Bridge and the existing Kennedy Bridge are required to accommodate reversible tolling. Is this to be utilized on a temporary basis during construction phases of the bridges, or is this to be a	As it is currently contemplated the reversible lane accommodation is to be permanently installed by the RBOC Contractor. Further clarification on the need and the use for these

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								permanently installed solution?	lanes has been provided in Addendum 2 release for this RFP.
157.					X	1.1	General Description of Work	Language states the Joint Board desires interoperability with SunPass. What specific protocols and requirements of SunPass interoperability are acceptable by the Joint Board?	The Joint Board wishes to be in compliance with the mandates of MAP-21 and or its successor. The current release of the RFP, Addendum 2 provides further guidance to the proposers.
158.			X			D.2.9	Mailing Kits	Do mailing kits need to be produced in Spanish or other language(s)? If so, what percentage of the kits and/or other information should be produced in a language other than English?	TBD
159.	X					Appendix B B.11.5 Ongoing Roadside Support	<p><b>Training.</b> The RBOC Contractor shall provide training of Joint Board staff, Joint Board member staff, ongoing training of Operations Services and CSC staff or other designees on any aspect of the RBOC required by the Joint Board.</p> <p><b>Appendix D, D 4.4 Follow-up Training.</b> The Operations Services Contractor shall be responsible for continuous training, whether onsite or offsite, of its employees assigned to the project and conduct biannual policy and procedures quizzes. As new policies and procedures are implemented, the Operations Services Contractor must update the training plan and conduct a training session for all personnel accordingly.</p>	<p>These two sections appear to conflict. Please clarify and quantity the type and amount of training that will be required by the RBOC Contractor with regard to ongoing Operations Services.</p>	<p>The RBOC shall train the Operations staff on their equipment in the Train the Trainer format and shall be providing training materials that support this.</p> <p>The Operations personnel shall be responsible for training any additional staff and continuation of training throughout the life of the Operations contract.</p>

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
160.				X		General	Equipment to delivered to the Joint Board and accepted under the RBOC contract.	Please confirm that all equipment delivered by the RBOC Contractor (inclusive of lane hardware; and Lane and BOS IT equipment) will be owned by the Joint Board once accepted.	See Contract for passing of ownership of equipment.
161.	X					RBOC Price Sheet Addendum 1	Excel Tab 2, Instructions make reference to a Tab 7 Ops and Provides Instructions for completing what appears to be an Ops Tab (pass thru costs, monthly fee etc.).	Tab 7 on the RBOC Excel sheet is entitled Infrastructure and not Ops. Where is the Tab for Ops and where are the instructions for the Infrastructure tab?	Clarified in the release of the RFP in Addendum 2.
162.	X					RBOC Price Sheet Addendum 1	Excel Tab 8 Summary, row 19 (Roadside Maintenance) and row 21 (BOS Maintenance) are pulling values from a single cell on Tab 4 Price Roadside and Tab 6 Price BOS.	Please confirm that the monthly amounts for Roadside and BOS Maintenance on the Price Roadside and Price BOS Excel tabs (G76 and G50) are to include inflation COLA) for all maintenance years covered under the contract (2015-2018). If not, will the Joint Board please indicate how the monthly fees will be adjusted each year.	Prices are not compensated for COLA. It is incumbent upon the Contractor to base the monthly maintenance fee accordingly.
163.	X					RBOC Price Sheet Addendum 1	Excel Tab 3, Tabulation Roadside, row 46, Lane installation indicates 31 lanes.	RFP section B.1.2 Roadside Physical Requirements indicates Effective Toll Lane Summary of 30. Please clarify the difference. Additionally, this section of the RFP lists a requirement for 8 reversible lanes. The Tabulation Roadside tab does not appear to account for any additional labor and/or equipment for these reversible lanes. Where should any additional costs for	Clarification provided in revised RFP, Addendum 2.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								the bidirectional lanes be entered?	
164.	X					RBOC Price Sheet Addendum 1	Excel Tab 6, Price BOS, rows 71/72 Roadside Extended Services Labor.	The reference to Roadside does not appear correct on this BOS tab.	Clarification provided in revised RFP, Addendum 2
165.	X					RBOC Price Sheet Addendum 1	Excel Tab 6, Price BOS, Items 609 and 610 Warranty and Maintenance Performance Bonds.	Items 609 and 610 appear to be out of place on this list of additional Hourly Labor Rates. They appear to be correctly listed on Items 701 and 702. Please clarify.	Clarification provided in revised RFP, Addendum 2
166.	X					3.12 Contractor Responsibilities	Toll Facility Host (Complete Working System) <ul style="list-style-type: none"> <li>• Host Hardware</li> <li>• Commercial Off The Shelf Software</li> <li>• Toll Host Application Software</li> <li>• Access Control Host Control</li> <li>• CCTV Host</li> <li>• Toll Operations Center Custom Workstation</li> <li>• 42" roadway monitors to view toll zones</li> </ul>	RBOC Price Sheet Addendum 1 does not provide a quantity for the 42" roadway monitors added to the RFP in Addendum 1. Please provide quantities and amended Excel sheet.	One in each Walk-In Center and one in CSC to view all toll zones.
167.	X	X	X			General	Tax Exempt Status of Joint Board	If the Joint Board is exempt from Indiana and Kentucky Sales and Use Taxes, will they provide exemption certificates to Contractor for the purpose of purchasing equipment and materials for this contact tax free?	TBD
168.	X					B.5.1.2 OCR Requirements; B.17.4 OCR Performance Levels		The OCR processing rate defined in the RFP and prior Q&A are based upon a specific implementation approach which requires capturing 8 images for every vehicle and executing multiple	Images are required as specified in the RFP.

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								<p>algorithms across different subsystems. Typically, OCR requirements are only measured in terms of performance (maximizing yield and accuracy, (e.g. as specified in B.17.4 OCR Performance Levels of the LSIORB RFP) since these reduce operational costs by maximizing automation. Imposing numerous implementation-specific details is not aligned with these objectives. For example, requiring that a system capture and redundantly process 8 images per vehicle at specific subsystems increases the CPU/RAM requirements, disk storage requirements, network throughput requirements as well as the operational impact associated with reviewing multiple images, etc. Would the Joint Board be agreeable to a more efficient solution that meets the OCR performance requirements (in terms of yield and accuracy) although it does not have the overhead of requiring multiple OCR engines or capturing and processing 8 images per vehicle? This would reduce the OCR throughput requirement to a maximum of 4800 image per hour per lane - as opposed to 19200 per</p>	

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								hour per lane as currently stated (which equates to 115200 images per hour for a 6 lane ORT system).	
169.	X					B.17.3 Optical Character Recognition	"...In case of IN and KY plates, the RBOC shall automatically determine the plate type with an accuracy of 99%. "	(1) Please confirm that the plate types will be provided as part of the software API between the Indiana Bureau of Motor Vehicles and the Division of Motor Vehicle Licensing to the selected BOS vendor so that the plate types can be automatically validated.	Connection to the Department of Motor Vehicles will be considered part of Design.
170.	X					B.17.3 Optical Character Recognition	"...In case of IN and KY plates, the RBOC shall automatically determine the plate type with an accuracy of 99%. "	(2) Please confirm if it is acceptable that the proposed solution identifies the plate types at the BOS as opposed to determining the plate type at the Tolling Zone.	License plate type needs to be accomplished at the Tolling Zone and at the BOS.
171.	X	X	X			RFP Addendum 1, Questions and Responses		In RFP Addendum #1, Questions and Responses, there are several questions that state that the answer is "To be defined by Joint Board during preliminary design" or "during detailed design process this will be further refined". The specific answers are numbers: 19, 20, 24, 27 and 37. Since Price Forms (firm fixed amount) are submitted prior to award and design phases, can the Joint Board please provide the information such that the requirements can be included in the price?	These are not items that should materially affect the Contractors price. It is the hope of the Joint Board that proposing contractors are familiar with the requirements of providing a viable toll system and will during the design process provide the best solution. It is not the intent of the Joint Board to define every single item in a functional driven RFP.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
172.	X	X	X			RFP Addendum 1, Questions and Responses, #46	These sections have been added to the outline as part of Addendum 1.	The referenced sections do not appear to have been included on the Addendum 1 outline. Can the Joint Board please revise or clarify where these sections should appear on the outline?	Clarification provided in revised RFP, Addendum 2.
173.	X	X	X			RFP Addendum 1, Questions and Responses, #47	This section is now included in the outline. In addition the page limit for the Roadside Technical proposal has been increased from 100 to 125 pages.	The referenced section does not appear to have been included on the Addendum 1 outline. Can the Joint Board please revise or clarify where this section should appear on the outline? Additionally, the new page limit was not updated on the revised RFP.	Clarification provided in revised RFP, Addendum 2.
174.	X	X	X			RFP Addendum 1, Questions and Responses, #10	DBE Goals are stated in the Contract	The DBE participation goal as listed in Section 20.0 of the Contract is ____%. Please clarify this percentage.	DBE participation is specified in the Contract.
175.	X					B.10.1	Access control shall track data and provide reports showing: 1. Entry times, exit times and duration of stay for facilities and secure areas	Can you please clarify how Contractors will monitor exit times and duration of stay in facilities and toll equipment using the access control system?	Duration of Stay has been removed from the RFP.
176.	X					Section B.5.1.2 OCR Requirements; Figure B-3 - Toll Zone Transaction Processing	One OCR process shall be at the Toll Zone level and the other process at the back office level. Figure B-3, Step 1-5 states "Toll Zone system OCR's plate a second time and checks plaza database for prior reads for confirmation"	Which location does LSIORB prefer to have the second OCR performed at the Toll Zone or the back office level?	The first OCR is to be performed at the roadside and the second OCR should be performed at the BOS level.
177.		X				N/A		Who responsibility is it to supply and install AVI reader	AVI reader cabinets shall be provided by the

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								cabinets?	ETC Contractor.
178.	X	X	X			RFP – 4.3.7 Bonding Requirements	Proposer shall submit with its price proposal a bid bond in the amount of at least 5% of the amount of the price proposal. Pass through costs are not included. The Contract sum respective to the bonding must include staff and labor costs for operations.	Proposer requests that the requirement for a bid bond be removed in its entirety or at minimum be set at a value of \$250,000.	The bid bond amount has been established consistent with bidding process within the industry.
179.				X		Contract - 12.2 Pages 106-110 Payment, Performance and Warranty Bonds	<p>Implementation (Payment Bond): 100% of the Contract Price (excluding the Maintenance Price)</p> <p>Implementation (Performance Bond): 100% of the Contract Price (excluding the Maintenance Price)</p> <p>Warranty (Warranty Bond): 20% of the Contract Price (excluding the Maintenance Price)</p> <p>Maintenance Bond: ) 100% of the aggregate four (4) year Maintenance Price</p>	<p>The number of bonds and their respective values are quite uncustomary for the scope of work. Proposer requests that the performance and payment bonds: be reduced to 25% of the contract price (excluding maintenance); be reduced annually upon successful completion of milestones and; not be required at the start of warranty and maintenance.</p> <p>Please confirm that annually renewable bonds will comply with the RFP requirements</p>	The bond requirements are unchanged. Annually renewable Maintenance Bonds will comply with the Contract requirements.
180.				X		Contract – 1.9 Federal Requirements	The Work to be performed under this Contract will be financed in part with federal funds and is, therefore, subject to federal statutes, rules and regulations applicable to work financed with federal funds, including but not limited to the federal requirements set forth in this Contract. In the event of any conflict between any applicable federal requirements and the other requirements of the Contract Documents, the federal	Please confirm that this contract will not be subject to Federal Acquisition Regulations.	This Contract is not subject to the Federal Acquisition Regulations but as a federal-aid contract, it is subject to all federal statutory and regulatory requirements applicable to federal aid highway contracts. See Exhibit L.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.		
181.				X		Contract – 16.9.2	<p>16.9.2. Maintenance of, Access to and Audit of Records</p> <p>The Joint Board and its members or their auditors may conduct an audit or investigation of any entity receiving funds directly under this Contract or indirectly through a Subcontract. Acceptance of funds directly under this Contract or indirectly through a Subcontract acts as acceptance of the authority of such auditors to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the auditor with access to any information the auditor considers relevant to the investigation or audit, including, without limitation, any information which the Joint Board is entitled to audit under this Section 16.9.2...</p>	<p>As this is a fixed price contract and there would have been adequate price competition, please confirm that there is no requirement to provide access to contractor's financial, pricing and costing documentation in the event of an audit.</p> <p>Proposer requests that the number of audits be limited to no more than once per year, that reasonable notice be provided prior to an audit commencing and that audits occur during normal business hours.</p>	<p>Access to Contractor's pricing and costing documentation may be required in certain circumstances, such as with respect to pricing a change order. The Contract will not be revised as requested.</p>
182.				X		Limitation of Liability	.	<p>Proposer requests the opportunity, if it is chosen as the best value proposer, to negotiate a reasonable overall limitation of liability.</p>	<p>The State parties are considering an appropriate limitation of liability, and if they determine to offer a limitation it will be included in the Contract by addendum; the Proposer should not expect to negotiate a different provision.</p>

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

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183.				X		RFP; Definitions: Final Acceptance	<p>Final Acceptance is further conditioned on the toll lanes being open and fully functional without incident for no less than 90 days.</p> <p>Final Acceptance Testing: Testing that will occur after each tolling component has been in operation continuously, without incident, for at least 90 days.</p>	<p>Similar to the criteria established for substantial completion acceptance, (i.e. acceptance "If ...the System can be operated continuously <u>in compliance with the Performance Requirements without interruption)</u>" , if System performs within the parameters of the performance requirements, there should be Final Acceptance. Proposer therefore requests that the following modification be made to these clauses: "Final Acceptance is further conditioned on the toll lanes being open and fully-functional <u>in compliance with the Performance Requirements</u> without incident for no less than 90 days."</p> <p>Testing that will occur after each tolling component has been in operation continuously <u>in compliance with the Performance Requirements</u> without incident, for at least 90 days.</p> <p>Proposer further requests that in the event the System is generating revenue for over 90 days, the System will be deemed to have final acceptance for purposes of warranty and payment.</p>	<p>First Question response: The Contract provides that a condition to System Formal Acceptance is that the System shall have operated continuously on a Project-wide basis for 90 consecutive days without interruption at levels meeting the Performance Requirements.</p> <p>Second Question response: We are unclear what is being requested by Proposer's second comment, and no change is made in response.</p> <p>Third Question response: The requested change will not be made.</p>

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								Proposer however will not be removed from any liability as it relates to its contractual responsibilities for repair under the contract.	
184.				X		Contract - 4.0 Entire Section CONTRACT CHANGES	Contractor unconditionally and irrevocably waives the right to any claim for a time extension or for any monetary compensation in addition to the applicable Price and other compensation specified in this Contract, except in accordance with this Section 4.	<p>Proposer believes this contract language may be too far sweeping and requests that any claim for time extension or monetary compensation, that may not be relatable to the change order process, be handled on a case by case basis.</p> <p>Proposer can agree to follow the Change Order process as stated in Section 4 for those claims that would naturally relate to the change order process.</p>	No change will be made in response to this comment (see response to question 185). However, Contractor's attention is directed to review changes to Section 4 of the Contract.
185.				X		Contract 4.10 Matters Not Eligible for Change Orders Limitations	Contractor acknowledges and agrees that no increase in a Price or extension of a Completion Deadline is available except in circumstances expressly provided for herein...	Proposer requests that this list be illustrative and not exhaustive and that requests for change orders be determined on a case by case basis.	Proposers should expressly identify any events or circumstances that they feel are not covered by the list and should be added to the list of items justifying a change order in Section 4.10; however, Section 4.10 is intended to limit Change Orders to the specified events and circumstances expressly identified in Section 4.10, and it will not be revised to be

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									"illustrative" as requested.
186.				X		Contract - 16.9.1. Escrowed Proposal Documents  16.9.1.4. Contents of EPD	<p>Concurrently with the execution of the Contract, the Contractor delivered to the Joint Board one copy of all documentary information used in preparation of its Price Proposal for the Project (the "Escrowed Proposal Documents" or "EPD"), and any Dispute resolver in the resolution of Disputes, in connection with an audit (if the EPD is the subject of an audit) and as described in Section 16.9.7. The Joint Board shall be entitled to review all or any part of the EPD in order to satisfy itself regarding the applicability of the individual documents to the matter at issue.</p> <p>The EPD shall clearly itemize the estimated costs of performing the work required by the Contract Documents. All work shall be separated into sub-items as required to present a complete and detailed estimate of all costs. Crews, equipment, quantities and rates of production shall be detailed. Estimates of costs shall be further divided into Contractor's usual cost categories such as direct labor, repair labor, equipment ownership and operation, Expendable Materials, permanent materials and subcontract costs as appropriate</p> <p>The Contractor shall submit the EPD in the format actually used by the Contractor in preparing its Price</p>	The use of Escrowed proposal Documents in a fixed price contract, for this scope of work, seems to be outside of customary procurement procedure. We ask that all references to it be deleted from the contract as costing and pricing data is confidential.	The requested change will not be made.

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							Proposal.		
187.				X		Contract - 6.0 RFP - 3.12.2 Payments Project Milestones	Based on Milestones in RFP Schedule Phase 1 NTP – 5% Phase 1 DDD: NTP + 5 Mo – 20% Phase 2 FAT: NTP + 16 Mo– 25% Phase 2 Site Acc: NTP + 20-36 Mo.: 40% Phase 3 Final Accept: 10%	1. In view of the length of the contract, will you entertain alternative milestones that more closely match the contractor's expenditure curve? 2. Please verify that milestone payments apply to each crossing. For example, FAT Acceptance for Kennedy Bridge will trigger payment of 25% of roadside Hardware, 25% of roadside software, and 90% of FAT price for Kennedy Bridge.	1. Milestone payments are to be made according to Progress Payment schedule in the Price Sheets; no change will be made to the Contract.  2. Milestone payments apply separately to each Crossing.
188.				X		Application for Payment	If approved for payment both KYTC and IFA will generate a check to the Contractor for 50% of the total amount of the Application for Payment approved.	Proposer requests that the word " <b>each</b> " be placed after the abbreviation "IFA" for clarification and contract consistency.	Requested Clarification will be made to the Contract.
189.				X		6.3.1. Deductions	All amounts owing by Contractor to the Joint Board under this Contract shall earn interest from the date on which such amount is owing at the lesser of (i) 12% per annum or (ii) the maximum rate allowable under applicable Law.	Proposer requests that this clause be removed from the contract.	The requested change will not be made. Note that the Contract provides that work may be performed on a force account basis where the parties do not agree on the price of a change order.
190.				X		6.11 Disputes	...Contractor shall proceed as directed by the Joint Board pending resolution of the dispute.	Proposer requests that any dispute related to a change order be resolved prior to Proposer incurring costs/ taking on risk above \$25,000 for the work in question or for any work requiring more than	The requested change will not be made.

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								10 calendar days to complete.	
191.				X		General	Right to Deduct/Setoff	<p>Prior to JB initiating any deduction/setoff from a contractor payment, Proposer requests that contractor be given at least 30 days' notice including the reason for the charge.</p> <p>Proposer requests that any sums charged to contractor, related to any contractual obligation herein, be based upon a reasonableness standard.</p>	<p>The Contract will be revised to provide that the Contractor will be promptly notified of any deduction, but will not require 30 day notice as a condition to making a deduction. No other change will be made.</p>
192.				X		7.13  RFP 4.1.12.5 Key Personnel	<p>... if certain Key Personnel are not available or not actively involved in the prosecution and performance of the work, as determined by the Joint Board, in its sole discretion, Contractor agrees to pay the Joint Board a liquidated amount</p> <p>Any position on the Contractor's Project organizational chart or within the Contractor's organization structure that is above that of a Key Personnel position for which Liquidated Damages may apply will be deemed to be a Key Personnel position and, for purposes of Liquidated Damages under this Section 7.13, shall be at the level which is immediately higher than the Key Personnel immediately below that position (e.g., an individual that reports to the Maintenance Manager level but is higher than the other Key Personnel level would be</p>	<p>Proposer requests that contractor be provided notice, if in JB's reasonable opinion, Key Personnel is not actively involved in performance and prosecution of the work.</p> <p>Proposer further requests that it be given specific issues and at least a 30 day correction/cure period prior to removal of any KP.</p> <p>Proposer requests removal of the last paragraph of section 7.13 as Key Personnel should not extend beyond those persons specifically identified and named in the proposal as Key Personnel.</p>	<p>The Contract will be revised to provide 10 days prior notice and an opportunity to cure if the Joint board determines that a key Personnel is not actively involved in the prosecution of the Work.</p> <p>Proposer's second comment is unclear as to the reference to "removal". No change is made.</p> <p>The last paragraph of Section 7.13 will not be deleted.</p>

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							considered a Maintenance Manager for this purpose).		
193.				X		Contract - 8.0 – B.23 Liquidated Damages	Entire Section	We request the ability to negotiate an earn-back schema for any assessed liquidated damages; an aggregate monthly cap to liquidated damages; an overall aggregate cap to liquidated damages; a reasonable grace period before liquidated damages are assessed.	As noted above, the request for an overall cap on liability is being discussed by the States Parties. Any limitation will be included in the Contract by addendum. An earn back scheme for liquidated damages will not be included.
194.				X		8.9 Payment ; Offset; Reduction; Waiver Liquidated Damages Payment	When Liquidated Damages or Stipulated Damages are assessed pursuant to any section of this Contract, regardless of any pending disputes regarding the assessment, the Contractor, at the written direction of the Joint Board, shall pay the indicated amounts within 15 days after Contractor's receipt of an invoice therefor from the Joint Board. Amounts due the Joint Board as Liquidated Damages, if not paid within 15 days of notification of assessment, may be deducted by the Joint Board from any money payable to the Contractor pursuant to this agreement, and/or by tendering or drawing upon the Performance Bond, Warranty Bond or Maintenance Performance Bond provided pursuant to Section 12.2.	Proposer requests that contractor be given 90 days to pay/correct a failure to remit payment for any undisputed damages, prior to JB offsetting payments or drawing from bonds.	No change will be made.
195.				X		10.1.1 Suspensions for convenience	Contractor's sole remedy for such suspensions cumulatively totaling 30 days or less, shall be an extension of	Proposer requests that 30 days be changed to 15 days in each instance of this	Contract will be modified to 15 days but only to the extent that

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							the Substantial Completion Deadline, but only to the extent that the suspensions delay the Critical Path and the Contractor has properly notified the Joint Board in writing. Adjustments of the Contract Price and the Substantial Completion Deadlines shall be available for any such suspensions cumulatively totaling more than 30 days, but only to the extent that such suspensions delay the Critical Path...	paragraph.	the suspension causes a delay on the Critical Path.
196.				X		10.1.3 Responsibilities of Contractor during suspension	Contractor responsible for the work and shall prevent damage and injury to the project and shall erect temporary structures, signs, or other facilities required to maintain the project. Shall continue other work that can be performed on or off site during the suspension period. (assume a partial suspension; the work to prevent damage does not seem compensable unless suspension is over 30 days).	Proposer requests contractor be reimbursed for any temporary structures, signs or other facilities required to maintain the project for any suspension (partial or otherwise), regardless of length of time.	Contract will be revised to provide that Contractor will be reimbursed for the cost of any temporary structures, signs or other physical facilities required to maintain the Project as a result of any suspension for the Joint Board's convenience (partial or otherwise).
197.				X		10.2.3 Notice of Termination or Partial Termination	The Joint Board may, at any time, terminate this Contract and the performance of the work by the Contractor in whole or in part, if the Joint Board determines, in its sole discretion, that a termination is in the Joint Board's best interest, regardless of the availability of funding. The Contractor waives any claim that a termination must be made in "good faith", or in the alternative, to the extent that "good faith" is required, acknowledges that any termination made in the Joint Board's general	Proposer requests that prior to any termination for convenience, contractor be given at least 60 days written notice.	The requested change will not be made.

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							<p>interest is in good faith.</p> <p>The Joint Board shall terminate by delivering to Contractor a written Notice of Termination for Convenience or Notice of Partial Termination for Convenience specifying the extent of termination and its effective date.</p>		
198.				X		10.2.6 Responsibility after notice of termination	Contractor's responsibility for damage to materials for which partial payment has been made as provided herein shall terminate when the Joint Board Representatives certify that those materials have been stored in the manner and at the locations directed by the Joint Board.	Proposer requests that, upon certification from contractor that the materials have been stored properly; JB will make its assessment for its certification within 30 calendar days.	The Contract will be revised to require that the Joint Board make its assessment within 30 calendar days of the Contractor's certification that the materials have been stored in the manner and at the locations as directed by the Joint Board.
199.				X		10.2.8 Termination for convenience	<p>The Joint Board will pay the Contractor the sum of the following amounts for work performed prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience:</p> <p>(a) All amounts due for work completed by the Contractor and accepted by the Joint Board on the basis of agreed prices for the activities completed as defined in the Schedule of Values approved for the Project....</p>	<p>Proposer requests that in the event that it is terminated for convenience the following will be paid to it by JB:</p> <p>Payment for all services rendered and equipment, supplies and inventory purchased, up to and including the date of termination.</p> <p>Vendor's actual, documented, out of pocket costs associated with the wind up of the performance of services which shall include, but not be limited to:</p>	<p>The Contract provides for payment subject to Contractor's compliance with its obligations upon Notice of Termination or Notice of Partial Termination; payment for work through the date of termination will be clarified.</p> <p>The Contract requires that out of pocket costs be reasonable. This requirement will not be changed.</p>

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								<p>the value of any outstanding lease obligation on leases that Vendor has entered into and which are required to support the concession agreement;</p> <p>any cost of unrecovered build, implementation and installation costs;</p> <p>any unamortized or unrecovered transition costs;</p> <p>sales commissions incurred or paid by Vendor;</p> <p>any out of pocket wind down costs incurred by Vendor including employee severance, asset disposition, and facilities closing costs;</p> <p>Vendor's actual, documented Net Book Value of all Hardware, equipment, licenses to the Software that are not purchased by client</p> <p>costs incurred in the performance of the work terminated, including start-up / ramp-up costs and expenses</p> <p>Expenses reasonably required to prepare the termination settlement proposal.</p> <p>Transportation, Storage, and other costs reasonably necessary for the preservation, and disposition</p>	<p>The reference to a concession agreement is unclear. No change will be made.</p> <p>No change will be made.</p> <p>No change will be made</p> <p>No change will be made.</p> <p>See Contract Section 10.2.10</p> <p>No change made.</p> <p>See Contract Section 10.2.10.1(c).</p>

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								of the project property.	See Contract Section 10.2.10.
200.				X		10.2. Termination	The Joint Board will pay the Contractor the sum of the following amounts for work performed prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience: (a) All amounts due for work completed by the Contractor and accepted by the Joint Board on the basis of agreed prices for the activities completed as defined in the Schedule of Values approved for the Project, plus...	Proposer requests that contractor be paid a reasonable profit for all work accomplished up to and including the date of termination and pursuant to the requirements of the contract.	See Contract Section 10.2.10.1(a). The Contract will be revised to clarify that subject to compliance with Contractor's obligations upon receipt of Notice of Termination or Notice of Partial Termination, the Contractor will be paid for work performed through the termination date.
201.				X		10.2.11 Termination	The Joint Board's payment to the Contractor of the amounts required under this Section 10.2 shall constitute full and final satisfaction of, and upon payment the Joint Board shall be forever released and discharged from, any and all claims, causes of action, suits, demands and losses, known or unknown, suspected or unsuspected, that the Contractor may have against the Joint Board arising out of or relating to the terminated work. Upon such payment, the Contractor shall execute and deliver to the Joint Board all such releases and discharges as the Joint Board may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.	Proposer requests the following replacement language: " <b><u>Contractor's Acceptance of payment</u></b> by JB of termination amounts constitute full and final satisfaction of any and all claims, etc Written release is requested in the contract but written release shall not be necessary to give effect to the waiver of claim..."	The requested change will not be made.
202.				X		10.3.2 Right to cure	Except for a breach declared under	Proposer requests that,	The requested change

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						breach	Section 10.1.3(20), the Joint Board agrees to allow the Contractor and surety 15 days written notice and opportunity to cure any breach before declaring an Event of Default, provided that the notice and cure period shall only be three days for a breach under Sections 10.3.1(7), 10.3.1(8) and 10.3.1(12) and that...	<p>contractor be given at least 30 days to cure or commence cure for any breach, as applicable.</p> <p>Proposer requests that in the event that JB commences to rectify a condition because it believed the public was in immediate and imminent danger, and JB was mistaken, contractor shall only be liable for that part of the cost of cure that JB expended that Contractor would have expended if given time to correct the breach.</p>	<p>will not be made. Note that Contract Section 10.3.2 provides that "If a breach for which a 15-day cure period is provided is curable but by its nature cannot be cured within 15 days, as determined by the Joint Board, the Joint Board agrees not to declare an Event of Default provided that the Contractor commences such cure within such 15-day period and thereafter diligently prosecutes such cure to completion; provided, however, that in no event will such cure period exceed 60 days in total.</p> <p>No change will be made.</p>

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203.				X		10.3.5 Assurance of Future Performance	Accordingly, upon the occurrence of any such event, the Joint Board is entitled to request the Contractor, or its successor in interest, to provide adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within 10 days of the Joint Board's delivery of the request shall entitle the Joint Board to terminate the Contract.	Proposer requests that this clause be removed in its entirety as JB's interests are protected in the event of an actual material breach.	No change will be made.
204.				X		10.3.11 Contractor's right to stop work	The Contractor shall have the right to stop work if the Joint Board fails to make an undisputed payment due under this Contract within 90 days after receipt of notice of nonpayment. Any such work stoppage shall be considered a suspension. The Contractor shall not have the right to terminate this Contract for default as the result of any failure by the Joint Board to make an undisputed payment due hereunder, but the Contractor shall have the right to declare a termination for convenience if such nonpayment continues for more than 150 days after the Joint Board's receipt of written notice of nonpayment from Contractor.	Proposer requests that 90 days be changed to 60 days.  In the unlikely event that contractor must stop work due to JB's failure to make timely payment, Proposer requests that upon the resumption of work, contractor be given an extension of time to account for said delay.	90 days will be changed to 45 days.  No change will be made.
205.				X		10.4 Anticipatory Breach	Contractor recognizes and acknowledges that a pattern or practice of continuing, repeated or numerous breaches or failures to perform by Contractor, even if individual instances are not material or are eventually cured, will undermine the confidence and trust essential to the success of this Contract and will have a material, cumulative adverse impact on the	Proposer requests that the clauses related to anticipatory breach be deleted in its entirety as JB's interests are protected in the event of an actual material breach.	No change will be made.

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							value of this Contract to the Joint Board. Contractor acknowledges and agrees that the measures for determining the existence of such a pattern or practice described in the definition of Persistent Breach are a fair and appropriate objective basis to conclude that such a pattern or practice will continue.		
206.				X		11.0 Indemnification	Entire clause	Proposer requests that all contractor indemnification responsibilities be limited solely to third-party claims. Proposer further requests that contractor's indemnification obligations be limited to claims where contractor was grossly negligent; acted maliciously or if the claim was the result of willful misconduct.	The requested changes will not be made.
207.				X		General	Limitation of Liability	Proposer requests that contractor's liability be limited to direct damages and that contractor not be liable for any indirect damages, including but not limited to punitive, special, or consequential damages.  Proposer requests that the best value proposer be given the opportunity to negotiate an reasonable overall limitation of liability.	The State Parties are considering an appropriate limitation of liability, and if they determine to offer a limitation it will be included in the Contract by addendum; the Proposer should not expect to have the opportunity to negotiate a different provision.
208.				X		14.4.1 Ownership of documents (not copyrights in software)	Upon preparation or receipt thereof the Joint Board (or its designee) shall receive ownership of the property rights, except for copyrights in Software, of all design-related documents, drawings, specifications,	With regard to software licenses, JB may use, reproduce and create derivative works for the purposes stated in the contract but JB shall only	The Contract provides for source code to be placed in an escrow and released only upon trigger events however the Joint Board shall

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							Software licenses, electronic data and information prepared, provided or procured by the Contractor, its design partners, as well as all consultants and Subcontractors of any tier, for the Project ("Design Documents"). Construction Documents shall become the Joint Board's property upon delivery to the Joint Board, and other documents prepared or obtained by Contractor in connection with performance of its obligations under the Contract Documents, including studies, manuals, as-built drawings, technical and....	<p>have access to the software's object code (unless there is an escrow release trigger event).</p> <p>The rights conveyed in section 14.4.1 shall not apply to third-party software.</p> <p>Notwithstanding anything herein there shall be no transfer of ownership to contractor's pre-existing intellectual property rights.</p>	<p>access at all times.</p> <p>Rights in Commercial Off the Shelf Software are set forth in Contract Section 14.4.2.</p> <p>Rights are licensed to the Joint Board; no change will be made.</p>
209.				X		14.4.4 Source Code Escrow	Entire clause	<p>Proposer requests that the software escrow release triggers be limited to Business failure of contractor or full termination due to contractor's default.</p> <p>Proposer further requests that the source code not be released for partial termination unless the partial termination is due to contractor's inability or unwillingness to provide software support as required in the contract.</p> <p>Please confirm that third party COTS software is not subject to the escrow requirement.</p>	<p>Reference to partial termination will be deleted; Section 14.4.4 is further revised to provide that expiration of the Term is a trigger event. Note that the Joint Board shall have access to materials in the escrow at all times.</p> <p>Third party COTS is subject to the source code escrow if the Contractor has or may obtain access to third party software source code; the Joint Board recognizes that such access may not be available for "shrink</p>

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								wrap” software.
210.				X	14.4.4 Page 132 Source Code Escrow  The Contractor shall make all deposits into the Source Code Escrow in such manner as to cause all escrowed materials to reflect the current version of	Contractor shall make all deposits into the Source Code Escrow in such manner as to cause all escrowed materials to reflect the current version of well as one (1) prior version of all materials in operation. All versions shall be clearly marked as to “current” versus “prior” version.	Proposer requests that the language be modified as follows:  <b><u>Subsequent to the initial complete current software deposit.</u></b> Contractor shall make all deposits into the Source Code Escrow in such manner as to cause all escrowed materials to reflect the current version of well as one (1) prior version of all materials in operation. All versions shall be clearly marked as to “current” versus “prior” version.	Requested change will be made.
211.				X	RFP - B.22 Source Code	<i>LSIORB will have full read access to all database structures and source code.</i>  <i>LSIORB shall be given rights to access all source code (except third party source code licensed to the RBOC Contractor) to use for any projects operated or managed by LSIORB and its authorized agents, provided that it shall will not sell, modify for use, or distribute the source code to any other agency or authority.</i>	Proposer requests that this language be modified as follows:  LSIORB will have full read access to all database structures <b><u>and upon a release trigger event,</u></b> the source code.  <b><u>Upon a release trigger event,</u></b> LSIORB shall be given rights to access all source code (except third party source code licensed to the RBOC Contractor) to use for any projects <b><u>the Project</u></b> operated or managed by LSIORB and its authorized	First three requested changes will be not be made; as noted above, LSIORB will have access to escrowed materials at all time; such materials will be subject to a release only upon a trigger event. Fourth requested change will be made.

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								agents, <b><u>in accordance with the confidentiality and use terms of the escrow agreement</u></b> and provided that it shall not sell, modify for use, or distribute the source code to any other agency or authority.	
212.				X		14.4.5 Rights on Termination	If this Contract is terminated for any reason other than convenience pursuant to Article 10, the Joint Board shall receive ownership of the property rights, except for copyrights, of the Design Documents, at which time the Joint Board shall have the right to use, reproduce and make derivative works from the Design Documents to complete the work or as described above.	Proposer requests that payment be made to contractor for services rendered in relation to the Design Documents, prior to transfer of the ownership rights.	No change will be made.
213.				X		15.1.2 Performance as directed	At all times during the term hereof, including during the course of, and notwithstanding the existence of, any dispute, the Contractor shall perform as directed in writing by the Joint Board in a diligent manner and without delay, shall abide by the Joint Board's decision or order, and shall comply with all applicable provisions of the Contract Documents. If a dispute arises regarding such performance or direction, the Dispute shall be resolved in accordance with Article 13.	Proposer requests that any dispute related to a change order be resolved prior to Proposer incurring costs/ taking on risk above \$25,000 for the work in question.	No change will be made.
214.				X		16.9.1 Escrowed Proposal Documents	One copy of the documentary information used in preparation of its price proposals for the project. Document to be stored in the operations center under lock and key. Made available for joint review by	Proposer requests that the sections related to Escrowed Proposal Documents be deleted in their entirety.	Requested change will not be made.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							contractor and JB and any dispute resolver. Remains property of contractor.		
215.				X		22.1.4 Permits and Costs	Contractor Responsibility; Contractor responsible to JB for expenses incurred by JB for independent QA and or quality control with respect to warranty/ maintenance. Cost to be deducted.	Proposer requests that contractor only be responsible for the cost of additional: testing, quality assurance/quality control and inspection relating to the Warranty Work and Maintenance Work, if mutually agreed upon by the parties die to significant issues resulting in revenue loss.	Section will be modified as requested, provided that determining whether expenses need to be incurred shall remain in the Joint Board's discretion.
216.				X		22.2.1 Warranty Restart	The Warranties shall apply to all Work re-done, repaired, corrected or replaced pursuant to the terms of this Contract. Following acceptance by the Joint Board of re-done, repaired, corrected or replaced work, the Warranties as to each re-done, repaired, corrected or replaced element of the work shall extend beyond the original warranty period in order that each element of the Project (including redone, repaired, corrected or replaced work) shall have at least a one year warranty period.	Please confirm our understanding of the warranty period. By way of example, Warranty begins and in week 12 a component of the work is to be redone. The warranty clock stops for that component in week 12. The work is redone and accepted in week 14. The remaining warranty on the redone work will be calculated from week 12. The warranty on the work that was not in need of repair will be at warranty week 14.	The example is not correct. The repair or replacement work will have a full one year warranty from the date of repair or replacement. The States Parties are considering an outside end date for expiration of the warranty and will provide such date, if any by addendum.
217.				X		6.1.3	JB to pay minus 50% of any amounts which the JB believes it is entitle to withhold or deduct	Proposer requests that JB provide contractor with at least 30 days' notice prior to any money being deducted or withheld.	The requested change will not be made.

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218.				X		RFP 4.1.13	<p>... if proposers have any exceptions to the terms and conditions of the RFP or Contract Documents that proposers wish for the Joint Board to consider, the proposer shall provide during the Question and Answer period, as set forth in Table 3.1, a clear and detailed discussion of proposed exceptions to the Contract Documents or tolling component requirements as described in this RFP. To the extent that the Joint Board is willing to revise the Contract Documents on the basis of such exceptions, an addendum will be issued setting forth the revisions.</p>	<p>Proposer requests the right, if it is chosen as the best value proposer, to negotiate in good faith the final contractual terms and conditions to include, but not limited to the terms and conditions:</p> <ul style="list-style-type: none"> <li>to which it has taken exception or provided a question regarding;</li> <li>related to any of the Exhibits to the contract;</li> <li>for which there has been made an addendum to the RFP subsequent to the Question and Answer period.</li> </ul> <p>Proposer has broad experience in contracting with commercial, governmental and quasi-governmental entities, many of which required that certain mandated contractual provisions be included in agreements entered into between Proposer and the respective entity. In each instance, through good faith negotiation, Proposer has been able to address the concerns and mandates set forth by the respective entities. Proposer has every confidence that, in the instant case, Proposer will once again be able to address all mandated terms and conditions to the satisfaction of both parties. Proposer agrees with the majority of your contractual terms, and if Proposer is selected as the vendor to provide the services requested, Proposer agrees to</p>	<p>Proposer's should not anticipate having the right to negotiation exceptions to material terms and conditions.</p>
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219.				X		1.2/ Contract Documents/ Order of Precedence	...In the event of any conflict, ambiguity or inconsistency between or among provisions in this Contract and any other Contract Document, or any applicable codes in effect at the effective date of this Contract, the provisions that require the most complete scope, highest quality, highest degree of safety or greatest value to the Joint Board shall prevail.	<ul style="list-style-type: none"> <li>This section establishes no clear order of precedence.</li> <li>Amendment clauses negotiated after contract execution, for example, may be rendered moot as a newly negotiated document can be trumped by an older document.</li> <li>Proposer requests that contractor be given the opportunity to negotiate a concise order of precedence that would protect the parties.</li> </ul>	No change is required. If an amendment is intended to supersede an older document with a more stringent requirement the intent should be specified in the amendment.
220.	X		X			1.2 General Description of Work	Further, the RBOC Contractor will be required to provide training for the back office system to the Operations Services Contractor.	Could the Joint Board indicate the number of trainees the RBOC Contractor will be required to provide training for the back office system?	TBD
221.	X		X			3.2.1 Security Standards	All proposers shall agree in their proposal to comply with all applicable standards issued by the PCI Security Standards Council, including the PCI Data Security Standard (PCI DSS) and the Payment Application Data Security Standard (PA-DSS) at the start of FAT, and remain compliant throughout the term of the Contracts.	Does the Joint Board to share the PCI DSS annual and quarterly certification costs between the RBOC and Operations Proposers? How can we evaluate this in our Proposal?	The Joint Board expects that the RBOC Contractor provide and maintain the PCI Certification throughout the entire period of the Operations Services engagement and therefore is responsible for costs associated with the certification compliance. The Operations Services Contractor is required to maintain and meet the PCI compliance

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									mandates embodies within the software of the RBOC.
222.	X	X				3.6.3.3 ETC Read and Write Speed and Capabilities	Proposer shall discuss the internal workings and capabilities of the proposed ETC Component. This shall include the ETC read rate and the number of Handshakes required to properly process a transaction. Proposer shall address the vehicular speeds at which a vehicle's Transponder can be read under all conditions. The proposer must also discuss any known conditions that have an effect on the read and write capabilities.	The ETC Read and Write Speed will be a main issue for the KPI.  Can you indicate each time the word "Proposer" is used in the referenced section if it is related to the ETC Component Proposer or to the RBOC Proposer?	The ETC component applies to Component Two of this RFP
223.		X				3.6.3.5 Reader and Antenna Capabilities and Requirement	Proposer must provide detailed information regarding the equipment and ETC Component Proposed for the Toll Project.	Can the Joint Board amend the referenced text to be as follows:  <u>ETC Component</u> Proposer must provide detailed information regarding the <u>ETC</u> equipment and ETC Component proposed for the Toll Project.	Refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
224.	X	X				3.6.3.5 Reader and Antenna Capabilities and Requirement	... associated reader devices required for communication to the vehicle Transponders and the lane and Toll Zone controllers.	Could the Joint Board require and state that the ETC Component proposer will have to supply to the RBOC Proposer a set of equipment for interface testing?	Refer to RFP Addendum 2 for further clarification on this issue. Also please refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
225.	X	X				3.6.3.9 Reader and Antenna	... and to properly assign those read and write transactions to the correct	How will the ETC proposer and the RBOC proposer	The RFP spells out the requirement for ETC

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						Transaction Processing	vehicle in association with the RBOC Contractor.	collaborate on this as this requirement is in ETC Proposer scope of works and the detection is part of RBOC Proposer scope?	Contractor to work closely with the RBOC Contractor to ensure that accurate detection and allocations take place. Refer to RFP Addendum 2 for any further clarifications. Also please refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
226.		X				3.6.4.11 Three Types of Transponders Must be Proposed	The Joint Board encourages proposers to also discuss other available types of Transponders and the advantages of using each in their proposal response.	Is this opportunity restricted to ETC Component proposer or is it also open to RBOC proposer?	LSIORB is interested in meeting the requirements of MAP-21 and any successor to it. The contractors are therefore encouraged to respond within their proposals with proven revenue techniques.
227.		X				3.6.4.11 Three Types of Transponders Must be Proposed	The Joint Board encourages proposers to also discuss other available types of Transponders and the advantages of using each in their proposal response.	Does the ETC Component Proposer have to include transponders for motorcycles?	YES. Please refer to Appendix H (RFP Addendum 2) for the definitions of the vehicle classes.
228.	X	X				3.12 Contractor Responsibilities	Installation of ETC Components (Antennae, Readers, RF Modules if any, etc.)	Could the Joint Board specify the responsibilities between the two Proposers?  It could be more efficient to have only one responsible and verify.	RFP Addendum 2 has a table which clarifies the various roles and responsibilities of each of the three Component Contractors. Please refer to that RFP for clarification. Also please refer to "Table

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
									3.1 – Contractor Requirements Matrix” in RFP Addendum 2 release for any further clarifications.
229.	X	X				3.12 Contractor Responsibilities	ETC Component functional operations	<p>Could the Joint Board specify the responsibilities between the two Proposers?</p> <p>It could be more efficient to have only one responsible and one verify.</p>	RFP Addendum 2 has a table which clarifies the various roles and responsibilities of each of the three Component Contractors. Refer to that RFP for clarification. LSIORB requires that the contractors coordinate their work with one another so that the overall solution is effective, efficient and more importantly, successful.
230.	X	X				3.12 Contractor Responsibilities	ETC Component interface with RBOC – Contractor coordination	Could the Joint Board confirm that this applies only to the ETC Component Proposer?	RFP Addendum 2 has a table which clarifies the various roles and responsibilities of each of the three Component Contractors. Please refer to that RFP for clarification. Also please refer to “Table 3.1 – Contractor Requirements Matrix” in RFP Addendum 2 release for any further clarifications.
231.	X	X				3.12 Contractor Responsibilities	Installation of ETC Components (Antennae, Readers, RF Modules if any, etc.)	Could the Joint Board specify the responsibilities between the two Proposers?	RFP Addendum 2 has a table which clarifies the various roles and

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								It could be more efficient to have only one responsible and one verify.	responsibilities of each of the three Component Contractors. Please refer to that RFP for clarification. Also please refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
232.	X	X				3.12 Contractor Responsibilities	ETC Component functional operations	Could the Joint Board precise that the limits between the two Proposers?  It could be more efficient to have only one responsible and one verify.	RFP Addendum 2 has a table which clarifies the various roles and responsibilities of each of the three Component Contractors.
233.	X	X				3.12 Contractor Responsibilities	ETC Component interface with RBOC – Contractor coordination	Does this apply only to the ETC Component Proposer?	RFP Addendum 2 has a table which clarifies the various roles and responsibilities of each of the three Component Contractors.
234.	X					3.12 Contractor Responsibilities	Accommodations must be considered to maintain tolling during these temporary traffic configurations.	Could the Joint Board confirm in this case the KPI and liquidated damages will not apply upon the final pavement is complete?	The conditions under which the KPI's must be met and under which for LD's apply are spelled out in the RFP Addendum 2 as well as the contract terms and conditions.
235.	X	X	X			3.12.3.1 Phase I Project Management Plan Finalization with Schedule	Each of The Contractors shall prepare the project schedule Project Schedule for its work in Primavera ...	Could the Joint Board precise that the project Schedule to be submitted with the Proposal can be in another tool?	The Joint Board requires Primavera...no other tool or venue will be accepted.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
236.		X				3.14.4.1 Phase II Factory Acceptance Test	The Contractor(s) shall conduct the FAT at a site proposed by the Contractor(s) and approved by the Joint Board during initial development.	Could you indicate if the Joint Board plans an ETC FAT to check the information provided under Clause 3.6.3.6?	Refer to RFP Addendum 2
237.	X	X				3.14.4.1 Phase II Factory Acceptance Test	The RBOC FAT with respect to the roadside shall test all functional requirements, but emphasize testing of: ... 3. Vehicle ETC performance,	Could the Joint Board document if this Clause implies that the RBOC Proposer is also responsible for the ETC Component?	Contractors will be held to their respective requirements and will be responsible and accountable for the coordination that will need to be exercised between professional firms.
238.	X					3.14.4.4	Provision and installation of all necessary conduits, wiring, and cabling, including communications and power shall be the responsibility of the Contractor(s).	Could the Joint Board explain if this Clause implies that the RBOC Proposer is also responsible for the installation of the ETC Component?	Refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
239.	X	X				3.14.4.4	The Contractor(s) shall field test each component as it is installed to ensure that it is working properly and that all interfaces are complete.	Could the Joint Board explain if this Clause implies that the RBOC Proposer is also responsible for the field tests of the ETC Component?	Refer to "Table 3.1 – Contractor Requirements Matrix" in RFP Addendum 2 release for any further clarifications.
240.	X	X	X			4.1.11.1 Responsible Proposer and Major Participant Questionnaire	The proposal shall include Form C, the "Responsible Proposer and Major Subcontractor Questionnaire" signed by the proposer.	Please indicate in which proposal shall this form C be included: in the technical or in the price proposal? In which section?	See RFP Addendum 2 and the Contract
241.	X	X	X			4.1.11.2 Non-Collusion Affidavit	The proposal shall include Form B, certifying that the proposal is not the result of and has not been influenced	Please indicate in which proposal shall this form B be included: in the technical or in	See RFP Addendum 2 and the Contract

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							by collusion.	the price proposal? In which section?	
242.	X	X	X			4.1.11.3 Certification Regarding Buy America	Pursuant to the requirements of Subsection 19.3 of the Contract the proposal shall include Form A, regarding Buy America requirements.	Please indicate in which proposal shall this form A be included: in the technical or in the price proposal? In which section	<a href="#">See RFP Addendum 2 and the Contract</a>
243.	X	X	X			4.1.11.4 DBE Certification	The proposal shall include a Certification of DBE Goal Attainment or Good Faith Efforts (Form F) confirming that the proposer will obtain DBE commitments equal to or exceeding the DBE participation goal or will exercise good faith efforts to meet the goal and shall substantiate and document its good faith efforts.	Please indicate in which proposal shall this form F be included: in the technical or in the price proposal? In which section?	<a href="#">See RFP Addendum 2 and the Contract</a>
244.	X	X	X			4.1.11.5 Conflict of Interest Disclosure	Each proposer, on behalf of itself and all entities on the proposer's team, shall complete and deliver a certification on Form I even if proposer, on behalf of itself and all entities on the proposer's team, has nothing to disclose, in which case, proposer shall so indicate on Form I.	Please indicate in which proposal this form I be included shall: in the technical or in the price proposal? In which section?	<a href="#">See RFP Addendum 2 and the Contract</a>
245.	X	X	X			4.1.11.6 Certification Regarding Equal Employment Opportunity	The proposal shall include Form _____, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.	Please indicate in which proposal shall this form be included: in the technical or in the price proposal? In which section?  Will the Joint Board provide a template?	<a href="#">See RFP Addendum 2 and the Contract</a>
246.	X	X	X			4.1.11.7 Use of Contract Funds for Lobbying Certification	One copy of Form E must be executed by each of the proposer, each equity member, and each Major Subcontractor and any proposed	Please indicate in which proposal shall this form E be included: in the technical or in the price proposal? In which	<a href="#">See RFP Addendum 2 and the Contract</a>

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							contractors.	section?	
247.	X	X	X			4.1.11.8 Debarment and Suspension Certification	The proposal shall include an executed copy of Form _____, regarding debarment and suspension of contractors.	Please indicate in which proposal shall this form be included: in the technical or in the price proposal? In which section?  Will the Joint Board provide a template?	See RFP Addendum 2 and the Contract
248.	X	X	X			4.1.12.1 General Qualifications	The proposer shall describe the team's qualifications, referencing specific similar projects that were deployed by these firms.	Please clarify whether the requirements specified in this Clause can be met through third-party references.	The proposer is required to describe the team's qualifications. References will be checked.
249.	X	X	X			4.1.12.1 General Qualifications	The proposer shall describe the team's qualifications, referencing specific similar projects that were deployed by these firms.	Please indicate whether a Proposer can rely on the references emanating from a nominated sub-contractor to meet either of the requirements stipulated in this Clause.	The proposer is required to describe the team's qualifications. References will be checked.
250.	X	X	X			4.1.12.1 General Qualifications	The proposer shall describe the team's qualifications, referencing specific similar projects that were deployed by these firms.	In the case where the Proposer is a consortium (i.e. team proposer), could the Joint Board indicate whether it is acceptable that it meets collectively each of the requirements?	The 'team is the team' from LSIORB's perspective ...whether it is a consortium or some other legal partnering...and therefore all qualifications and projects should be provided in the aggregate and in a manner that will provide assurances that the 'team' will either meet and or exceed all LSIORB's requirements under 4.1.12.1

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251.	X					4.2.1 Tolling Component One - RBOC Outline and Format	5.2.9.1 Back office schedule and phasing 5.2.9.2 Back office quality control 5.2.9.3 Back office documentation	Please amend the RFP document by 4.2.9 instead of 5.2.9 for the three sections shown.	Please refer to the revised RFP Addendum 2 for clarification on this issue.
252.	X					4.2.1 Tolling Component One - RBOC Outline and Format	7 Appendix C Draft operations plan 8 Appendix E Supplemental materials	Please confirm that Appendix D is not required.	See RFP Addendum 2 for revised outline
253.	X	X	X			4.3.4 Form of Submission	Price proposals shall be filled out and submitted using both the forms in Appendix H and using the Microsoft Excel spreadsheet file provided.	Could the Joint Board amend the RFP document by Appendix I instead of Appendix H?	The RFP has been clarified via Addendum 2 and by a revised Contract. Please refer to both documents for any clarifications regarding the "Form of Submission".
254.	X					B.2.1.3 Toll Facility Host Disaster Recovery	The RBOC Contractor, under the maintenance portion of this project, shall maintain and secure the disaster recovery database.	Could the Joint Board indicate if the costs related to the Disaster Recovery Hosting (Building, Power Supply, ...) will be under the Operations Service Contract ?	Please refer to RFP Addendum 2 as well as "table 3.1 – Contractor Requirements Matrix" together with the revised Contract for this RFP.
255.	X					B.5.1 Video Processing Functional Requirements	The Joint Board shall have access to all cameras and camera images. The RBOC shall be able to support hot list detection of vehicles of interest for amber alerts, silver alerts or other police or official business.	Could the Joint Board deliver more detail about how the Joint Board would have access to the view of any camera?	TBD. To be worked out during PDR.
256.	X					B.5.1 Video Processing Functional Requirements	The video cameras shall be used for license plate identification by machine-read algorithms as well as human review.	Is jurisdiction identification part of the required of the license plate identification by machine-read algorithms?	YES

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
257.	X					B.5.1.1 Hot List Vehicles	The RBOC shall be able to support hot list detection of vehicles of interest for amber alerts, silver alerts or other police or official business.	What type of support notification is required for vehicles on the Hot List using the Bridge?	TBD. To be worked out during PDR. HOT List shall be maintained at the BOS level and transmitted to the lane level.
258.	X					B.11.2 Repair Time	The RBOC shall track the files sent to the Indiana and Kentucky DMVs, or other states, for comparison to files received back from the Indiana and Kentucky DMV and other states or rental companies.	Software problems must be fixed within 3 hours:Are there different levels allowing for a release schedule of minor defects?	Please refer to the revised RFP release Addendum 2 for clarification.
259.	X					B.11.7.1 Full-Time Staff	The RBOC Contractor shall maintain a full-time maintenance staff to effectively support and maintain the RBOC on a 24 hour per day, 7 day per week basis.	What type of presence is required for full-time staff Roadside Maintenance Staffing?	It is up to the RBOC Proposer to provide what they believe is the appropriate staffing.
260.	X					B.13 General Back Office Concept	The RBOC contractor shall coordinate with the Joint Board to accommodate the requirements for credit card processing associated with this project.	Could the Joint Board indicate if they will enter into a contract with the credit card Acquirer proposed by the RBOC Contractor?	The Joint Board expects and requires that the RBOC Contractor enter into the contract but as approved by the Joint Board.
261.	X					B.13 General Back Office Concept	The RBOC shall support all electronic account processing only.	Could the Joint Board explain if the financial fees paid to the Credit card Acquirer will be part of Operations contractor scope?	Yes...obligation for these fees rest with the Operation Services Contractor.
262.	X	X				B.14 Interoperability	As specifications are developed for the Alliance for Toll Interoperability and these specifications, terms, and conditions are found to be acceptable to the Joint Board,...	Can the Joint Board indicate if they will enter into contract with Alliance for Toll Interoperability to recover transactions from violators?	TBD...based on the progress and the viability of ATI.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
263.	X					B.15.2 CSC Functional Requirements	8. Customer management and marketing.	What functions or features are included in "customer management and marketing"?	It is up to the RBOC Proposer to specify what the proposer will offer based on the requirements of the RFP and the Contract.
264.	X					B.15.2 CSC Functional Requirements	6. RBOC must support kiosk-type machines for customers to do online transactions and retail type transactions. .	What functions can be accomplished at a kiosk? How many kiosks? What technology is used at kiosk?	It is up to the RBOC proposer to propose what they believe will best meet the requirements of the RFP for these machines and the functionality that they are to provide.
265.	X					B.15.3.1 Account Types	Outbound telephone calls may be required for any customer whose low balance letter or negative balance letter is returned and the customer is not able to be contacted be e-mail or text	Could the Joint Board deliver more information on requirement of Outbound telephone calls for low-balance accounts?	It is up to the Proposer to provide what they will be offering on the issue of reaching out to customers by various methods whose mail has been returned as undeliverable or who cannot be reached by E-Mail.
266.	X					B.17.9 Interface to the Kentucky and Indiana Department Of Transportation – Division Of Motor Vehicles	The RBOC shall track the files sent to the Indiana and Kentucky DMVs, or other states, for comparison to files received back from the Indiana and Kentucky DMV and other states or rental companies.	What responsibility is required for the RBOC for out-of-state DMV interfaces? Each interface is different. How many DMVs?	It is up to the RBOC Proposer to propose a solution that will best meet the needs of the Joint Board. We understand that each interface is different and the Proposer will need to propose which DMV's shall provide the best solution to maximizing the toll revenues for the Joint

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									Board.
267.	X					B.18.2 Security	4. The Back Office Host must prevent the use of the same credit or debit card on multiple accounts, unless approval documentation has been received from the customer via written authorization.	How can the RBOC system check for same credit card across multiple accounts if the RBOC system doesn't have credit card number due to PCI?	The Back Office Host will have the credit card information. If it did not then the system could not automatically top up an account.
268.	X					B.18.2 Security	1. Comply with all applicable standards issued by the PCI Security Standards Council, including the PCI Data Security Standard (PCI DSS) and the Payment Application Data Security Standard (PA_DSS) at the start of FAT, and remain compliant throughout the term of the RBOC Contract	Could the Joint Board indicate which Proposer will support the costs of the QSA (Qualified Security Assessor) and the ASV (Approved Scanning Vendor)? The RBOC Proposer or the Operations Service Proposer?	Each is responsible for it's own compliance and cost if applicable.
269.	X					B.22.1 Source Code	LSIORB shall be given rights to access all source code (except third party source code licensed to the RBOC Contractor) to use for any projects operated or managed by LSIORB	Could the Joint Board add that payment of a new License fee will be done if used on other project?	The Joint Board will not pay a new license fee for any projects operated or managed by the Joint Board.
270.	X	X				C.5.3 IAG Acceptance of Contractor's Technology	Contractor further understands that if their multi-protocol reader and multi-protocol transponder is not accepted and/or certified for use by the IAG the Joint Board may terminate the contract.	Could the Joint Board explain how they will compensate overcosts of the RBOC Proposer in case the ETC Proposer contract is terminated?	The Joint Board will not compensate the RBOC Proposer overcosts for an ETC Contractor's termination. The contract to be terminated will be the ETC Contract for failure to meet the minimum requirements for operational certification by the IAG.
271.	X					Appendix M – table 3.3	MS Project time schedule	Could the Joint Board provide the MS Project file in order to help for the time schedule	The MS Project file will be made available. The RFP schedule is a high

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								submission required in Section 4.2.1 under subsections 4.1.12.1 and 4.2.9.1?	level schedule but it is incumbent upon the proposer to develop their schedule for submission in their proposal
272.	X					3.12.4.1 Phase II Factory Acceptance Test		For FAT is it expected tests using a fully simulated environment (with no real vehicle)? Because for SAT, it is explicitly mentioned that scripted tests will use vehicles	FAT is expected to utilize Contractor provided vehicles that are representative of all vehicle classes including motorcycles as well as a fully simulated environment. The Joint Board expects that a FAT will utilize all of the Contractor resources that will provide the highest assurances that the system to be delivered will work in the real world environment and simulated software often cannot and does not provide those assurances.
273.	X					Appendix B	There will be one hub building for the East End Crossing that will house the Toll Zone host and any other equipment necessary to operate the AET System. There will also be one hub building located in close proximity to both the Downtown and Kennedy Bridges. This building will house both Toll Zone hosts and any other equipment necessary to operate the	Where is hosted equipment necessary to operate Ramp 1 and Ramp 2?	It is RBOC's responsibility to propose the best solution to meet the requirements of the RFP.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
							AET roadside system.		
274.	X							Is equipment to operate Ramp 1 and Ramp 2 hosted in the Downtown/ Kennedy hub building?	It is RBOC's responsibility to propose the best solution to meet the requirements of the RFP.
275.	X							What will be the distance between Ramp 1 and its hub building?	It is RBOC's responsibility to propose the best solution to meet the requirements of the RFP.
276.	X							What will be the distance between Ramp 2 and its hub building?	It is RBOC's responsibility to propose the best solution to meet the requirements of the RFP.
277.	X					Appendix B AND B.12 Toll Zone Buildings		Are "hub building" and "Toll Zone Building" referring to the same facility?	YES
278.	X					AET Reference Drawings		Is the "Toll Zone Vault" the same thing as "Toll Zone Building" referred in Appendix B?	YES
279.	X					AET Reference Drawings AND B.12.2 AET Toll Zone Gantry Design Requirements		Who is providing the equipment mounting bars?	Please refer to the revised RFP, Addendum 2...See "Table 3.1 – Contractor Requirements Matrix" for contractor coordination and

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
									responsibilities descriptors.
280.	X					AET Reference Drawings A3 to A11	Note 3 : Consider service walkways on gantry to minimize closures for maintenance	Can you confirm there is a walkable catwalk allowing maintenance team to access equipment during traffic?	The drawings are reference documents only. See "Table 3.1 – Contractor Requirements Matrix" for contractor coordination and responsibilities descriptors. It is required that the RBOC contractor selected and Component Two Contractor work closely to coordinate the work of the specific gantry infrastructure intricacies.
281.	X					AET Reference Drawings A3 to A13	Note 3 : Consider service walkways on gantry to minimize closures for maintenance	Maintenance from the gantry requires individual retractable mounting bracket for each equipment item. This is not compatible with mounting bars as shown in the drawings. Can you clarify please?	The RFP does not specifically state that retractable mounting brackets are required. It is required that the RBOC contractor selected and Component Two Contractor work closely to coordinate the work of the specific gantry infrastructure intricacies.
282.	X					AET Reference Drawings C1 to C3		If retractable mounting brackets are required, who is providing them?	The RFP does not specifically state that retractable mounting brackets are required. It is required that the RBOC contractor

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
									selected and Component Two Contractor work closely to coordinate the work of the specific gantry infrastructure intricacies.
283.	X					AET Reference Drawings C1 to C3		These drawings do not seem to represent any section of the system. Can you clarify please?	The drawings are 'Reference Drawings' and are not intended to be specific drawings for the gantries and or equipment that will need to be designed and deployed.
284.	X					B.12.8 Standby Generator Page 148	Provide standby generator to power each complete AET Toll Zone to include Building, toll and communications equipment, video tolling cameras and lights, sensors, lighting, electrical system, security system, monitoring and HVAC systems.	According to Figure 1.1 – Toll Lane Summary, there are 6 Toll Zones (R-1, DB-1, KB-1, R-2, EEC-1 and EEC-2). Does it mean we have to provide 6 generators? In parallel DB-1 and KB-1 are connected to a single hub building. Same thing for EEC-1 and EEC-2. Can you clarify please?	It is RBOC's responsibility to propose the best solution to meet the requirements of the RFP.
285.	X					AET installation		Can we have more information regarding AET installation conditions? Will it be done during lane closure periods, gantry closure? What the time slots will be available for closure. Will it be done during day or night?	The RFP release Addendum 2 and the Contract clarifies the conditions for the AET work to be performed.
286.	X					AET installation		Is the Proposer responsible for traffic management issues	Please refer to See "Table 3.1 – Contractor

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								during installation?	Requirements Matrix” for contractor coordination and responsibilities descriptors.
287.						RBOC Price Sheet Addendum 1 2.Instructions	The third sheet allows for alternate lease-purchase pricing of the Roadside.  The second sheet allows for alternate lease pricing of the BOS.	Could the Joint Board indicate if the leasing is always an option for this project?	Not an option. Pricing Sheets have been revised.
288.	X					RBOC Price Sheet Addendum 1 7.Infrastructure		Could the Joint Board indicate if this sheet shall be completed as it is not in the total of the Summary?	Pricing Sheets have been revised.
289.	X					RBOC Price Sheet Addendum 1 3. Tabulation-Roadside		Could the Joint Board indicate why the Prefabricated Building described 3.12 to be in the RBOC scope is not included in this sheet?	Please refer to the revised RFP, Addendum 2 for clarification.
290.	X					RBOC Price Sheet Addendum 1 3. Tabulation-Roadside	Admin Building Workstations Monitor - 42 Inch LCD Monitor 16-channel CCTV Control and Monitor	Could the Joint Board indicate if those prices have to be filled as the quantity required is equal to 0?	Pricing Sheets have been revised.
291.	X					RBOC Price Sheet Addendum 1 3. Tabulation-Roadside		Could the Joint Board indicate why the Environment Monitoring described B.1.2.7 is not included in this sheet?	The RBOC Price Sheet has been revised.
292.	X					RBOC Price Sheet Addendum 1 4.Price-Roadside		Could the Joint Board indicate if the prices for the bonds must be firm over the 5 years or if the Joint Board will reimburse the amount invoiced by the surety?	The clarification on this issue can be found in the Contract as well as the revised RFP Addendum 2 and the Joint Board intends to reimburse the annual invoice amounts.

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293.	X					4.2.1 Tolling Component One - RBOC Outline and Format	7 Appendix C Draft operations plan	<p>Could the Joint Board explain why this document need to be provided by System Integrator?</p> <p>It seems to be already addressed in the 4.2.3 Tolling Component Three.</p>	<p>It is how the RBOC Contractor will conduct the project in order to deliver a functional toll collection system.</p>
294.	X		X			B.3.1.3 Transaction Processing and Storage And D.2.10 Video Tolling Services	<p>Toll charges shall be calculated at the roadside and included in the transaction message. The requirement is for the toll charged at the tolling point, not for account balances to be recalculated.</p> <p>&amp;</p> <p>Video Tolling Principle. The Operations Contractor shall treat all video transaction events as,</p> <ol style="list-style-type: none"> <li>1. First, an ETC customer (if V-toll) or a video toll transaction by a customer,</li> <li>2. Second a toll transaction by a new unidentified customer,</li> <li>3. Third a toll transaction by a delinquent customer, and</li> <li>4. Finally, as a toll violation.</li> </ol>	<p>Calculating the rates at the roadside requires performing a significant amount of account data and BOS business logic be shifted (e.g. processing of vehicles that have both ETC and video accounts, multiple plates mapped to the same account, etc). This will require that the calculations be recalculated at the BOS where additional account information is available.</p> <p>In an effort to reduce the complexity, cost and improve the accuracy of the fare processing, would the LSIORB accept a solution which performs all the toll rating at the BOS where the account data is available to determine the correct rates to be charged, as opposed to pushing these calculations to the tolling zone and then having to recalculate at the BOS when additional required information is available?</p>	<p>It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.</p>
295.	X					B.23.2 Back Office System (BOS) # 14	OCR Plate Type Accuracy: In the case of Kentucky and Indiana plates, the System shall automatically	<p>Please confirm if the plate type is included with the account data provided from</p>	<p>It is incumbent upon the Contractor to propose the best solution that</p>

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							determine the plate type with an accuracy of 99%. Plate type pertains to the specialty plates that a state issues. Jurisdictions refer to the state or country of issue.	the Kentucky and Indiana departments for motor vehicles, and if so, is it acceptable for the OCR to match the plate to the correct account and then extract the plate type from the DMV data?	meets the functional requirements of the RFP.
296.	X					B.5.1 Video Processing Functional Requirements	The Joint Board shall have access to the view from any camera in real time for multiple reasons, including determining if a camera is out of service, dirty, or misaligned.	Is a solution which provides a thin client application that supports viewing images from transactions which are received in near-real time acceptable?	It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.
297.	X					B.5.1 Video Processing Functional Requirements	Video license plate files shall include the following: 1. License plates related to ETC accounts, both Toll Project and interoperable, 2. License plates related to RV accounts, both Toll Project and interoperable,	Are license plate files being provided from each state/agency that is or will be interoperable with LSIORB?	To be determined under terms of interoperable agreements
298.	X					B.1.2.8	Simple Network Management Protocol Capable	Please confirm if it is acceptable that for components which do not natively support SNMP, that the Zone Controller, Toll Facility Host and/or BOS Host will provide SNMP functionality for them.	It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.
299.	X					3.12.3.4, Phase I Test Program Design	For a period of 90 days, the tolling component must operate in a burn-in mode. FAT will occur after this period. Test Levels. The test levels are: 1. FAT, 2. Proof of concept tests, 3. Site acceptance tests,	Please confirm FAT in this sentence means Final Acceptance Test, not the first FAT.	Clarified in RFP Addendum 2 to spell out Final Acceptance Test.

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							4. Performance evaluation, and 5. Final Acceptance Test.		
300.	X					3.12.2, Note 8	The RBOC shall have 7 days to return the tolling system to substantial completion status and collecting tolls after each shift of traffic where the in-lane loops are affected by paving operations.	Will the Kennedy Bridge re-decking extend to the toll zones for the KB-1 and KB-1R?	The toll zones are not on the bridge.
301.	X					B.12.4	Provide rigid metallic conduit in above ground installations and where indicated on the AET Reference Drawings	For above ground conduit, will galvanized rigid metallic conduit satisfy this requirement or is PVC coated rigid metallic conduit the requirement?	It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.
302.	X					B.12.7	Lightning Protection	Is the RBOC required to provide a complete toll building lightning protect system? Will the DBT provide a connection to the grounding plane at the toll zone or will the DBT install one as part of the pad construction? The Contractor responsibility matrix denotes that the RBOC will provide coordination with the DBT.	It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.
303.	X					B.12.3	Foundation/Sidewalk/Concrete Maintenance Pad	Is the RBOC required to provide the foundation and pads for the Toll Zone Vault building and generator, gantry site equipment cabinet, loop splice boxes, and the 6" curbing to separate the pads/foundations to the maintenance parking area? The Contractor responsibility matrix denotes that the RBOC will provide coordination with the DBT.	It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP and to review the Developer and DB Contractor toll responsibilities as part of their respective construction contracts.

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304.	X					B.12.4	<p>For communication links required for a completely functional tolling system that cannot be fulfilled by installing new conduit, the RBOC contractor shall be responsible for establishing connectivity to the locations by other means at the required bandwidths. This may include but not limited to:</p> <ol style="list-style-type: none"> <li>1. Identifying and negotiating use of existing fiber infrastructure</li> <li>2. Subcontracting with point to point service providers</li> <li>3. Leased Services</li> </ol> <p>Cost of these services shall be covered and maintained by the RBOC contractor for the length of the contract. Selection of alternative communication methods from new fiber shall not reduce the performance requirements specified. Connections that may need consideration using alternative methods include:</p> <ol style="list-style-type: none"> <li>1. CSC to Roadside Building at East End</li> <li>2. CSC to Roadside building at Downtown</li> <li>3. CSC to Indiana Walk In Center</li> </ol>	Is the DBT working with any communications vendors, (Time Warner, AT&T, etc.) that can support connectivity at the East End toll zone? At present there is no connectivity at the proposed toll zone site at the East End Crossing.	No. It is incumbent upon the Contractor to propose the best solution that meets the functional requirements of the RFP.
305.	X					Appendix M Table 3.3 and Tab 8 of RBOC Price Sheet Addendum 1	<p>Tab #8 Summary states that there will be 26 lanes in revenue collection service under warranty in the year 2015, however in table 3.3 of Appendix M the first "Start Collecting Tolls" milestone does not occur until 4/4/16 under DTC schedule line 17.</p>	Could the agency please clarify and/or update the schedule in table 3.3 to understand when the first toll collection will take place with regard to the 26 lanes mentioned in the price form on tab 8 in the year 2015?	Refer to RBOC Price Sheets Addendum 2

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306.	X					Appendix M Table 3.3 and 3.12.3.1 Phase I Project Management Plan Finalization with Schedule	Each Contractor shall prepare the Project Schedule for its work in Primavera in adequate detail to coordinate and control field activities...	The project schedule in Appendix M Table 3.3 is provided in MS Project format. May Proposers submit the proposed Project Schedule using this MS Project format as well?	Proposal schedules may be submitted using MS Project.
307.	X					B.16.1	Mailing Systems. The RBOC Contractor shall provide the required mailing systems as part of the RBOC that support bulk printing and mailing of correspondences, statements, bills, and notices to Transponder and video account customers and to UV customers. The RBOC shall support the interface to the mailing solution even if the services of a mailing house are required. The RBOC Contractor shall utilize cost saving techniques that optimize printing resulting in savings on postage and operations. The use of a professional printing and mailing services company will be required. The RBOC will provide and maintain the interface to a third party vendor. The pricing for this on the RBOC pricing sheets is for the purpose stated therein.	Can the Joint Board please clarify the responsibility of the RBOC Contractor in securing the 3 <sup>rd</sup> party firm to provide the mail house services? Is the RBOC Contractor to identify and contract the mail house services? Will the Joint Board please confirm that the costs for the mail house services (paper, printing, postage, etc.) are not to be part of the RBOC Contract? If the RBOC Contractor is not the firm selecting the mail house, then how does the Joint Board expect the RBOC Contractor to fulfill the requirement for optimizing printing that result in postage and operational savings? Please identify which lines on the Excel Tab, 6. Price BOS that the interface costs for the mail house are to be included.	The RBOC Contractor will create the file that is to be sent to the mail house. The mail house will be selected by the Operations Contractor. The RBOC Contractor is required to optimize the printed page, i.e. front and back printing.  Interface costs are expected to be part of the lump sum pricing for the BOS system software.
308.	X					RBOC Price Sheet Addendum 1	Excel Tab 4, Price Roadside, does not contain the required quantities for: Admin Building workstations, 42-inch LCD roadway monitors, 16-channel CCTV control and monitor	Please provide the quantities to be priced for items: I-25 Admin Building workstations, I-26 42-inch LCD roadway monitors and I-27 16-channel CCTV control and monitor.	See RBOC Price Sheets Addendum 2

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309.	X					RBOC Price Sheet Addendum 1	Excel Tab 8, Summary, indicates that 26 lanes go into warranty in 2015 and another 38 lanes go into warranty for 2016, for a total of 64 lanes in 2017 maintenance. This contradicts the total lane count of 31 on earlier tabs.	Can the Joint Board please clarify the apparent discrepancy in the numbers of lanes between the detail sheets (31 lanes) and the summary sheet (64 lanes)?	<a href="#">See RBOC Price Sheets Addendum 2</a>
310.	X					RBOC Price Sheet Addendum 1	Excel Tab 4. Price Roadside indicates a quantity of zero (0) for item I301 – Roadside Contractor Program Administration.	On Excel Tab 4, Item I301 - Please explain why the quantity for the Roadside Contractor Program Administration is set to zero?	<a href="#">See RBOC Price Sheets Addendum 2</a>
311.	X					RBOC Price Sheet Addendum 1	Excel Tab 6, Price BOS states “Note that warranty and maintenance services for the Operations Center, CSC and Walk-in Centers are incidental and included.”	Please clarify the meaning of the sentence on Price Sheet, Tab 6, Item 401 and 402 that states, “Note that warranty and maintenance services for the Operations Center, CSC and Walk-in Centers are incidental and included.”	<a href="#">See RBOC Price Sheets Addendum 2</a>
312.	X					RBOC Price Sheet Addendum 1	Excel tab 6, Price BOS, Item II2 – Telecommunications and LAN/WAN	Without knowledge of the actual physical building to be selected by the Operations Contractor, the costs for telecommunication and LAN/WAN wiring cannot be determined. Please confirm that the costs associated with wiring are not part of the RBOC contract.	It is incumbent upon the RBOC proposer to propose what they believe to best meet the requirements.
313.	X					RBOC Price Sheet Addendum 1	Excel tab 4, Price Roadside, Item 202 Lane Installation Traffic Control, the quantity is filled in a 62 days.	The quantity on Excel Tab 4, Price Roadside for item 202 – lane Installation Traffic Control is fixed at 622 days. It is possible that some lanes may take more/less than 2 days (62 days divided by 31 lanes). Can the Joint Board permit the	<a href="#">See RBOC Price Sheets Addendum 2</a>

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								Contractor to enter the quantity of days into the Excel form?	
314.	X					RBOC Price Sheet Addendum 1	Excel tab 4, Price Roadside	Where in Excel tab 4, Price Roadside is the RBOC Contractor to include the price for spare parts?	<a href="#">See RBOC Price Sheets Addendum 2</a>
315.	X					1.2 General Description of Work	Subject to the final design location of the mainline Toll Zone gantries, some travel lanes and shoulders for the Downtown Crossing Bridge and the Kennedy Bridge are required to accommodate easily configurable reversible tolling. This requirement is dictated by the possibility of bi-directional traffic on each of these two bridges during various stages of construction and reconstruction on such bridges.	When bi-directional traffic on any bridge is in operation what kind of barrier will be used to separate the two directions of traffic? Will restriping be required once a barrier separating directions of traffic is installed or removed? There is a possibility that new loops will need to be cut to account for the barrier removal.	<a href="#">This is the responsibility of the DB Contractor.</a>
316.			X			General	N/A	What is the physical address for the CSS/Ops center?	TBD
317.	X					2.1.2 Submittal Schedule	Proposals due June 17, 2013	The Joint Board expects to release answers to questions by May 31, 2013. It is anticipated that this will include answers to a significant number of questions and possible further changes to the contract that will require appropriate review by all Proposers. In order that all Proposers have sufficient time to incorporate responses and revisions into their proposals, will the Joint Board extend the due date for proposals an additional two weeks to June 28, 2013?	<a href="#">New dates are provided in the Addendum 2 and will provide additional time for the contractor to prepare the response to the RFP and Contract.</a>

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
318.				X		General Contract Questions/ Requests		Proposer requests that the contract and incorporated documentation clearly set forth all work for which Contractor is responsible and which is covered by Contractor's fixed price. Any change to or addition to that work, subject to the Customer's termination for convenience rights, shall be considered a change order, the scope and financial impact of which will be mutually agreed upon by Customer and Contractor.	Refer to Section 4.4.1 of the Contract for the list of events or circumstances for which the Contractor may request a Change Order to extend a Completion Deadline or increase the Contract Price, and Section 4 generally for the Change Order process.
319.				X		General Contract Questions/ Requests		Proposer requests that the Contract be amended to give Contractor schedule and performance relief where schedule is impacted or Contractor's performance is impacted by the actions or inactions of Customer or any third-party (other than Contractor's subcontractors) including but not limited to Customer's other vendors, representatives, and agents.	Refer to Section 4.4.1 of the Contract for the list of events or circumstances for which the Contractor may request a Change Order to extend a Completion Deadline or increase the Contract Price, and Section 4 generally for the Change Order process, and Section 4.10(e). Contractor is entitled to a Change Order for action or inaction of adjoining property owners or the Joint Board's other contractors <i>if</i> such action or inaction arises from causes which otherwise give rise to a right to a Change Order, and if all other

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									conditions to and requirements for a Change Order in Section 4 are satisfied.
320.				X		General Contract Questions/ Requests		Since "time is of the essence" in this Contract, Proposer requests that the Contract be amended to require timely responses from the Customer by setting firm response times whenever Customer's actions/approvals are required for Contractor's timely performance.	No change will be made. Refer to the definition of Joint-Board Caused Delay, which includes "failure or inability of the Joint Board to provide responses to proposed schedules, plans, Design Documents, condemnation and acquisition packages, and other submittals and matters for which response is required, within the time periods (if any) indicated in the Contract Documents, or other failure of the Joint Board to act within a reasonable time period with respect to actions which it is required to take under this Contract...following delivery of written notice from Contractor reasonably requesting such action in accordance with the terms and requirements of this Agreement."
321.				X		General Contract Questions/ Requests		Proposer requests that the contract be amended to allow Contractor to remove Key	No change will be made. Pursuant to Section 7.13 of the

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								<p>Personnel in Contractor's sole discretion and requiring Contractor to replace said Key Personnel, subject to Customer's approval which shall not be unreasonably withheld, within thirty (30) days.</p>	<p>Contract, the Contractor may change key Personnel without being subjected to liquidated damages if (i) Contractor removes or replaces such personnel at the direction of the Joint Board; (ii) such individual is unavailable due to death, retirement, injury or no longer being employed by the applicable Contractor-Related Entity (provided that moving to an affiliated company shall not be considered grounds for avoiding Liquidated Damages), or (iii) such individual is unavailable due to the Joint Board's failure to issue the NTP by August 16, 2013 for a reason other than the fault, act or omission of any Contractor-Related Entity; provided, however, in such case, Contractor shall promptly propose to the Joint Board a replacement for such personnel, which individual shall be subject to the Joint Board's review and written consent, and</p>

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									shall replace such personnel as approved by the Joint Board. If the NTP has not been issued by the specified date, Contractor shall have 30 Days after issuance of the NTP to identify any change in Key Personnel without incurring any Liquidated Damages.
322.				X		General Contract Questions/ Requests		Proposer requests that the contract be amended to clearly set forth that Contractor may immediately cease and shall have no continuing obligation to perform in the event there are no or insufficient funds appropriated, budgeted or otherwise made available.	Section 10.3.11 is revised to provide that "The Contractor shall have the right to stop work if the Joint Board fails to make an undisputed payment due under this Contract within 45 days after receipt of notice of nonpayment. "
323.				X		General Contract Questions/ Requests		Proposer requests that the contract be clarified that any termination of the contract for the unavailability of funds shall be a termination for customer's convenience.	Termination of the Contract by the Joint Board for unavailability of funds is a Termination for Convenience pursuant to Section 10.2.3.
324.				X		General Contract Questions/ Requests		Proposer requests that the Q/A be incorporated into the final Contract version.	Refer to Section 2.1.3 of the RFP regarding written responses to questions. In regard to questions concerning the Contract, if a request to modify the contract is made and no

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									change to the Contract is reflected in an amendment to a Contract Document, the request is denied.
325.				X		General Contract Questions/ Requests		Proposer requests that the Contractor be compensated for any Suspension of Work which individually or cumulatively exceed 60 days in the aggregate.	Refer to Section 10.1.1 of the Contract. No change will be made.
326.				X		General Contract Questions/ Requests		Proposer requests that the Contract be amended to require that the Contractor be provided with immediate written notice of any unavailability of funding and that the Contractor be immediately relieved of any further obligations or liability under the contract.	No change will be made.
327.				X		General Contract Questions/ Requests		Proposer services are provided utilizing Proposers commercial software applications and said commercial software will be provided to the JB in accordance with the standard commercial license terms. Proposer shall provide any software originally developed by Proposer for the JB in object code form in accordance with the requirements of 14.41.	Contractor is required to deliver Software Source Code to the Source Code Escrow established pursuant to Section 14.4.4.
328.				X		Section 12.1. Insurance, Pages 110 – 119		We request the following changes to the proposed insurance requirements:	See the Contract for revisions to the Insurance section.
329.				X					See the Contract for

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<p>12.1.1. General Insurance Requirements Without limiting Contractor's indemnification of the Indemnified Parties, and prior to commencement of Work, Contractor shall obtain, at its own expense, and continuously maintain in full force and effect, the insurance coverages specified in this Section 12.1. Coverage shall be maintained through Completion of the Work, or such longer or shorter time as may be specifically provided in this Section 12.1.</p> <p><b><u>Contractor shall provide at least thirty days prior written notice to KYTC in the event of insurance cancellation or material change.</u></b> All insurance required hereunder shall be procured from insurance companies with an A.M. Best and Company rating level of A-: VI or better and authorized or approved to do business in the States of Kentucky and Indiana, or as otherwise approved by KYTC. All limits of insurance set forth below are in U.S. dollars. <del>Each policy of insurance of the type and amounts described below shall in a form satisfactory to KYTC.</del></p>	<p>revisions to the Insurance section.</p>

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
330.				X				<p>12.1.2. Workers Compensation and Employer's Liability Insurance            During all phases of the Project, Contractor shall obtain and maintain and shall require all Subcontractors of all tiers to obtain and maintain, a policy or policies of insurance providing workers' compensation statutory benefits and employer's liability in conformance with the laws of the States of Kentucky and Indiana. Employer's liability limits shall be no less than \$1 million each accident, each employee, and policy limit, if scheduled under the excess or umbrella liability policies to reach a total of \$25,000,000.</p> <p>The workers' compensation policies shall provide the following:</p> <ol style="list-style-type: none"> <li>1. A waiver of subrogation in favor of <del>the Indemnified parties</del> <b><u>LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES, which may be met on a blanket waiver basis;</u></b></li> <li>2. <del>A provision extending coverage to all states operations;</del></li> <li>3. <del>A voluntary compensation endorsement;</del></li> <li>4. <b><u>If applicable,</u></b> Coverage for liability under the United</li> </ol>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p>States Longshore and Harbor Workers' Compensation Act, as appropriate, by adding a Longshore and Harbor Workers' Compensation Act coverage endorsement (WC 00 01 06;</p> <p><b><u>5.3. If applicable.</u></b> Coverage for liability under Title 46 of the United States Code § 688 ("Jones Act") on an "if any" basis or as otherwise appropriate; and</p> <p><b><u>6.4. If applicable.</u></b> An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act on an "if any" basis or as otherwise appropriate.</p>	
331.				X				<p>12.1.3. Commercial General Liability Insurance Contractor shall obtain and maintain a policy or policies of commercial general liability insurance for bodily injury, property damage, personal injury and advertising injury. Coverage shall be written on an occurrence form that shall provide coverage at least as broad as the coverage provided by Insurance Services Office (ISO) form CG 00 01 <b><u>or its equivalent.</u></b></p> <p><del>There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under an insured</del></p>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p><del>contract.</del></p> <p>The commercial general liability insurance coverage shall have limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. <del>Completed operations coverage shall extend for as long as there is any exposure to liability under a statute of repose or any other applicable statute either through continuous maintenance of completed operations coverage in Contractor's corporate insurance program, including an endorsement providing completed operations coverage for additional insureds, or by purchase of extended completed operations coverage.</del></p>	
332.				X				<p>12.1.4. Automobile Liability Insurance</p> <p>Contractor shall obtain and maintain and shall require all subcontractors of all tiers to obtain and maintain a business auto liability policy or policies. Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance, or</p>	<p>See the Contract for revisions to the Insurance section.</p>

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Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<p>use of all vehicles connected with performance of the Work, <del>including loading and unloading.</del> Contractor <b>and subcontractor</b> auto liability policies shall cover "any auto" (symbol 1) <del>or shall be specifically endorsed to include liability coverage on an excess basis for vehicles owned or operated by Contractor's subcontractors. Policies shall include as an insured anyone liable for the conduct of an insured as defined in the policy, or shall add as insureds, the Indemnified Parties. For any contractor of any tier, including Contractor, who will be involved in any way with the transportation of Materials using its own vehicles, pollution liability coverage at least as broad as that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48) shall be provided and the automobile liability insurance policies shall be endorsed to include Motor Carrier Act Endorsement Hazardous materials clean up (MCS-90) with a sublimit of no less than \$1,000,000.</del></p> <p>Contractor's automobile liability coverage shall have a</p>	

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								<p>combined single limit per policy period of not less than <del>\$25,000,000 and may be scheduled under the excess or umbrella liability policies to achieve the desired limit \$1,000,000 per accident basis. Excess or umbrella policies shall cover "any auto" (symbol 1) or shall be specifically endorsed to include liability coverage on an excess basis for vehicles owned or operated by Contractor's subcontractors.</del></p>	
333.				X				<p>12.1.5. Umbrella or Excess Liability Insurance: Contractor shall obtain and maintain an umbrella or excess liability insurance policy to provide a total liability limits of not less than \$25,000,000, that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above including commercial general liability and employer's liability in excess of the amounts set forth above.</p> <p>Such policy or policies shall include the following terms and conditions: 1. Policies shall contain a drop down feature requiring the policy to respond in the event that any primary insurance</p>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p>limits are exhausted <del>or for occurrences covered by an umbrella policy but not covered in the underlying insurance;</del></p> <p>2. Policies shall provide coverage at least as broad as found in the underlying primary policies; and</p> <p><del>3. There shall be no "contractors limitation" endorsements that have not been reviewed and approved by the Indemnified Parties or their representatives.</del></p> <p><del>The Indemnified Parties shall be included as insureds on the excess policy including coverage extension to all insureds for completed operations.</del></p>	
334.				X				<p><del>12.1.6. Pollution Liability Insurance</del></p> <p><del>If the Work includes excavation, utility relocation, or similar types of construction activity, Contractor shall obtain and maintain contractor's pollution liability (CPL) insurance with a total limit of liability of no less than \$5,000,000 per loss and \$5,000,000 in the aggregate. The CPL shall be obtained on an occurrence basis for a policy term inclusive of the entire period of construction. The CPL shall provide for a minimum 3-year extended</del></p>	See the Contract for revisions to the Insurance section.

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								<p><del>reporting period upon completion of the Work. The CPL policy shall include coverage for investigation, removal, and remediation costs including monitoring or disposal of contaminated soil, surface water, groundwater or other contamination to the extent required by environmental laws caused by pollution conditions resulting from covered operations; third-party bodily injury and property damage, provided that the third party property damage liability coverage includes loss of use of damaged property or of property that has not been physically injured or destroyed, resulting from pollution conditions caused by construction operations. The policy shall have no exclusions or limitations for loss occurring over water including but not limited to a navigable waterway. Coverage as required in this paragraph shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL shall also provide</del></p>	

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								<p><del>coverage for transportation and off-Site disposal of materials.</del></p> <p><del>The Indemnified Parties shall also be insureds. The policy shall not contain any provision or exclusion (including any so-called "insured versus insured" exclusion or "cross liability" exclusion) the effect of which would be to prevent, bar, or otherwise preclude any insured or additional insured under the policy from making a claim which would otherwise be covered by such policy on the grounds that the claim is brought by an insured or additional insured against an insured or additional insured under the policy.</del></p>	
335.				X				<p>12.1.7. Professional Liability Insurance</p> <p>During all phases of the Project, Contractor shall obtain and maintain or cause others, as appropriate, to obtain and maintain professional liability insurance for design professional services covering professional services performed in connection with this Agreement, with limits not less than \$5,000,000 per claim and in the aggregate.</p> <p><del>No self-insured retention for Contractor shall exceed \$250,000 without prior written approval from KYTC, in its</del></p>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p><del>good faith discretion. Coverage shall apply specifically to professional activities performed under the Contract Documents.</del> The policy(ies) shall have a retroactive date consistent with the inception of the first date <b>or prior to</b> of design or project or construction management activities, and no later than the date on which the RFP was issued. Contractor agrees to maintain this required coverage for a period of no less than <del>three</del> <b>two</b> years after Substantial Completion or to purchase an extended reporting period for no less than <del>three</del> <b>two</b> years after Substantial Completion.</p>	
336.				X				<p><del>12.1.8. Railroad Protective Liability Insurance Contractor shall provide any coverage as may be required by any railroad as a condition of the railroad's consent for entry into railroad facilities or property. Such policy shall be effective during the period any Work is being performed within 50 feet of any railroad right of way.</del></p> <p><del>12.1.9. Watercraft Liability Insurance If appropriate, Contractor shall provide, or cause to be provided, liability insurance covering the ownership, use, maintenance, loading or</del></p>	See the Contract for revisions to the Insurance section.

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								<p><del>unloading of watercraft related to the performance of Contractor's Work or any other operations contemplated under this Agreement. Policies shall provide a limit of not less than \$10,000,000 per occurrence or higher limits as may be required by KYTC, in all cases where any watercraft is used on the Project that is owned, leased, hired, or chartered by any Contractor-Related Entity. Coverage may be provided through any combination of commercial general liability, marine general liability, or protection and indemnity insurance provided that all watercraft operation is covered, regardless of watercraft size. Such coverage may be arranged in any combination of primary and excess policies, all of which shall include the Indemnified Parties as insureds and shall explicitly waive subrogation against the Indemnified Parties.</del></p>	
337.				X				<p>12.1.10. Cyber Liability Insurance            "Cyber liability" insurance, including privacy liability coverage <del>and business income coverage</del>, with limits of not less than \$10,000,000 per incident and in the aggregate. If written on a "claims made"</p>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p>basis, policy shall include prior acts at least as far in the past as the effective date of this agreement. Coverage shall apply to both electronic and physical breaches and to employee data as well as customer data <b><u>while such data is in the care, custody, and control of Contractor.</u></b></p> <p><del>Information in the care, custody, or control of vendors Contractor shall be covered, including coverage for "cloud" systems or for data transferred by a third party. Coverage shall apply to accidental losses as well as breaches perpetrated by outsiders or employees. Regulatory fines and penalties shall be covered. The policy shall contain no requirement that all data be encrypted. Any business interruption coverage waiting period shall be no greater than 12 hours. Such cyber liability insurance coverage may also be met through Contractor's professional liability insurance as well.</del></p>	
338.				X				12.1.11. Crime Insurance Crime (Blanket Fidelity) with limits of not less than \$5,000,000 covering Employee Dishonesty, Forgery and Alteration.	See the Contract for revisions to the Insurance section.
339.				X				12.1.12. General Requirements, Conditions,	See the Contract for revisions to the

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								<p>And Agreements Pertaining To Insurance            12.1.12.1. Premiums, Deductibles and Self-Insured Retentions.            Contractor shall be responsible for payment of premiums for all insurance required under this Section 12.1. KYTC and the Indemnified Parties have no obligation to pay any premium. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles or self-insured retentions. <u>Any self-insured retentions maintained by Contractor over \$250,000 must be declared and approved by KYTC. At the option of KYTC, the insurer shall either reduce or eliminate such self insured retentions with respect to KYTC, and the other Indemnified Parties; or KYTC in its good faith discretion, may require posting of collateral by Contractor guaranteeing payment of losses and related investigations, claims administration and defense expenses.</u></p>	<p>Insurance section.</p>

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340.				X			<p>12.1.12.2. Evidence of Insurance.</p> <p>Concurrently with Contractor's execution hereof or on such later date on which coverage is required to be provided hereunder, Contractor shall deliver to KYTC evidence of coverage required, <b><i>in the form of standard ACORD form certificates of insurance</i></b>, to be provided by Contractor under this Section 12.1, including any certificates of insurance and <del>endorsements, such as</del> <b><i>copies of the applicable blanket</i></b> additional insured endorsements, used to satisfy the terms of this Section 12.1. <del>KYTC shall have no duty to pay or perform under the Contract until such evidence of insurance, in compliance with all requirements of this Section 12.1 has been provided.</del></p>	See the Contract for revisions to the Insurance section.
341.				X			<p>12.1.12.3. Enforcement of Contract Provisions (non estoppel).</p> <p>Contractor acknowledges and agrees that any actual or alleged failure on the part of KYTC to inform Contractor of non-compliance with any requirement imposes no additional obligations on KYTC nor does it waive any rights hereunder.</p>	See the Contract for revisions to the Insurance section.

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342.				X				12.1.12.4. Renewal Policies. Contractor shall promptly deliver to KYTC evidence of <b><u>renewal certificates of insurance</u></b> with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence shall be delivered to KYTC not less than 15 days prior to the expiration date of any policy, or such shorter period as approved in advance by KYTC. <b><u>Such insurance renewal evidence may be in the form of standard ACORD form certificates of insurance.</u></b>	See the Contract for revisions to the Insurance section.
343.				X				12.1.12.5. Policy Endorsements and Waivers All insurance policies required hereunder shall contain, or be endorsed to comply with, the following provisions: 1. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insureds, additional insureds, and their respective members, directors, officers, employees, <b><u>and contract related agents, and consultants,</u></b> except for coverage that by its nature cannot be written as primary. Any insurance or self-insurance beyond that	See the Contract for revisions to the Insurance section.

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								<p>specified in this Contract that is maintained by an Indemnified Party, their directors, officers, employees, <b><u>and contract related</u></b> agents, <del>and consultants</del> shall be excess of such insurance and shall not contribute with it.</p> <p>2. <b><u>Commercial General</u></b> Liability insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Contractor's liability policies do not contain the standard Insurance Services Office separation of insureds provision, or a substantially similar clause, such <b><u>commercial general liability</u></b> policies shall be endorsed to provide cross-liability coverage.</p> <p>3. <del>Policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after 30 days prior written notice has been given to KYTC by Contractor or its insurance broker or insurer</del> <b><u>shall be an additional insured for claims caused by the negligent acts or omissions of Contractor in relation to commercial general liability.</u></b></p>	

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								<p><del>4. All endorsements adding insureds to required commercial general liability policies shall provide additional insureds with coverage for "completed operations," or a separate endorsement providing such coverage must be added to the policy.</del></p> <p><del>5. Each policy shall provide coverage on an "occurrence" basis and not a "claims made" basis (with the exception of professional liability <b>and</b>/or cyber liability) and no policy issued on an occurrence basis shall have any sunset clause requiring reporting within a specified period of time except as specified for pollution liability policies.</del></p>	
344.				X				<p>12.1.12.6. Waivers. Contractor waives all rights against the Indemnified Parties and each of their <del>agents and employees and their</del> respective members, directors, officers, employees, <b>and contract related</b> agents <del>and</del>. Contractor shall require all Subcontractors to provide similar waivers in writing each in favor of all other parties enumerated above. Workers' compensation/employers liability policies shall include by endorsement or otherwise,</p>	<p>See the Contract for revisions to the Insurance section.</p>

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								a waiver of any right of subrogation against the <del>Indemnified Parties</del> <b><u>LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES, which may be met on a blanket waiver basis;</u></b>	
345.				X				12.1.12.7. Changes in Insurance Requirements. KYTC shall notify Contractor in writing of any changes in the requirements applicable to insurance to be provided by Contractor. Except as set forth otherwise in this Agreement, any additional cost from such change shall be paid by the Joint Board and any reduction in cost shall reduce the Contract Price pursuant to a Change Order. However, any request for increase to the types of insurance or limits of insurance shall be subject to negotiations with Contractor.	See the Contract for revisions to the Insurance section.
346.				X				12.1.12.8. No Recourse. There shall be no recourse against the Indemnified Parties for payment of premiums or other amounts with respect to the insurance to be provided by Contractor hereunder.	See the Contract for revisions to the Insurance section.
347.				X				12.1.12.9. Non-Limitation of Insurance Requirements. The insurance coverage provided and limits required hereunder are minimum requirements and are not	See the Contract for revisions to the Insurance section.

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							intended to limit Contractor's indemnification obligations under this Section 12.1, nor do the indemnity obligations limit the rights of the insured parties to the coverage afforded by their insured status. <del>Requirements of specific coverage features or limits contained in this Section 12.1 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. With the exception of any insurance required by a railroad, liability coverage will not be limited to the specific location designated as the Site. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third-party over action" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.</del>	
348.				X			12.1.12.10. Commercial Unavailability of Required Coverages.	See the Contract for revisions to the

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								<p>If, through no fault of Contractor, any of the coverages required in this Section 12.1 (or any of the required terms of such coverages, including policy limits) become unavailable or are available only with commercially unreasonable premiums, KYTC will consider in good faith alternative insurance packages and programs proposed by Contractor, with the goal of reaching agreement on a package providing coverage equivalent to that specified herein. Contractor must demonstrate to KYTC's satisfaction that it has used diligent efforts in the global insurance markets to place the required insurance coverages, and shall advise KYTC of the specific results of those efforts. <del>Contractor shall not be entitled to any increase in the Contract Price for increased costs resulting from the unavailability of coverage and the requirement to provide acceptable alternatives. KYTC shall be entitled to a reduction in the Contract Price if KYTC, in its sole discretion, agrees to accept alternative policies providing less than equivalent coverage.</del></p>	<p>Insurance section.</p>

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349.				X				<p><del>12.1.12.11. Notice and Prosecution of Claims. KYTC shall have the right, but not the obligation, to submit, on behalf of any of the Indemnified Parties, claims and tenders of defense and indemnity under applicable insurance policies. Unless otherwise directed by KYTC in writing with respect to insurance claims involving any of the Indemnified Parties, Contractor shall be responsible for reporting and processing all potential claims or tenders for defense and indemnity under the appropriate insurance policies. Contractor agrees to report timely to the insurer(s) under such policies any and all matters which may give rise to an insurance claim by and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Contractor shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Governmental Rules in order to collect thereon, including pursuing necessary litigation and enforcement of judgments. Contractor shall immediately</del></p>	<p>See the Contract for revisions to the Insurance section.</p>

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								<p><u>notify KYTC, and thereafter keep KYTC fully informed, of any incident, potential claim, claim or other matter of which Contractor becomes aware that involves or could conceivably involve an Indemnified Party as a defendant. Contractor will cooperate with KYTC, and shall require its liability insurers to agree in writing to work with KYTC to assure compliance with all regarding timely response to claims. KYTC agrees to promptly notify Contractor of incidents, potential claims against an Indemnified Party, and matters of which KYTC is actually aware which may give rise to an insurance claim or to a right of defense and indemnification under this Section 12.1. Delivery of any such notice will constitute a tender of defense of the claim to Contractor and the insurer under any applicable Insurance Policies, subject to KYTC's or an Indemnified Party's rights to control its own defense to the extent provided in this Section 12.1 or by applicable Governmental Rules. The Indemnified Parties shall cooperate with Contractor as necessary for Contractor to fulfill its duties hereunder, including providing</u></p>	

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								<p><del>Contractor a copy of all written materials an Indemnified Party receives asserting a claim against the Indemnified Party that is subject to defense by an insurer under an Insurance Policy or by Contractor under this Section 12.1.</del></p> <p><del>If, in any instance, Contractor has breached its obligations respecting insurance coverage set forth in the Contract Documents or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the Insurance Policies or to prosecute claims diligently, then for purposes of determining damages resulting from the breach or inability to enforce or collect, on or determining reductions in compensation due from an Indemnified Party to Contractor, Contractor shall be treated as if it has elected to self-insure up to the full amount of insurance coverage that would have been available had Contractor performed such obligations or not committed such failure. Nothing in this Section 12.1 shall be construed to treat Contractor as electing to self-insure where Contractor is unable to collect due to the bankruptcy or insolvency of</del></p>	

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								<p><del>any insurer, which at the time the insurance policy is written meets the rating qualifications set forth in this Section 12.1. In the event that an insurer providing any of the insurance policies becomes the subject of bankruptcy proceedings, becomes insolvent, or is the subject of an order or directive limiting its business activities given by any Governmental Entity, including the State of Kentucky or State of Indiana Department of Insurance, Contractor shall exercise best efforts to promptly, and at its sole cost and expense, secure alternative coverage in compliance with the insurance requirements contained in this Section 12.1 so as to avoid any lapse in insurance coverage.</del></p>	
350.				X				<p>12.1.12.12. Commencement of Work. Contractor shall not commence Work under this Contract until it has obtained the insurance required under this Section 12.1, has furnished original <del>evidence</del> <b>certificates</b> of insurance for the required coverage as required under this Section 12.1, and such <b>certificates of</b> insurance has been approved by KYTC, nor shall Contractor allow any Subcontractor to commence work under its</p>	<p>See the Contract for revisions to the Insurance section.</p>

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								Subcontract until the insurance required of the Subcontractor has been obtained and approved by Contractor.	
351.				X				<p>12.1.12.13. Contractor's Failure to Comply. If Contractor or any Subcontractor fails to provide and maintain insurance as required herein, then KYTC shall have the right but not the obligation, to purchase such insurance or to suspend Contractor's right to proceed until proper <del>evidence</del> <u>certificates</u> of insurance <del>is</del> <u>are</u> provided. Any amounts paid by KYTC <del>(plus an administrative charge equal to 10% of the cost)</del> shall, <del>at KYTC's sole option,</del> be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand, <del>plus interest thereon from the date of payment by KYTC to the reimbursement date, at the lesser of (a) 10% per annum or (b) the maximum rate allowable under applicable Governmental Rules.</del> Nothing herein shall preclude KYTC from exercising its rights and remedies under this Section 12.1 as a result of the failure of Contractor or any Subcontractor to satisfy the obligations of this Section</p>	See the Contract for revisions to the Insurance section.

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<p>12.1.</p> <p><del>If on account of Contractor's failure to comply with the provisions of this Section 12.1, any Indemnified Party is adjudged to be responsible for all or any portion of a judgment, loss or settlement (through admission or stipulation by Contractor or court decision) that would have been covered by insurance but for non-compliance with this Section 12.1, then any loss or damage it shall sustain by reason thereof shall be borne by Contractor, and Contractor shall immediately pay the same to the Indemnified Party, upon receipt of written demand therefor and evidence of such loss or damage.</del></p>	
352.				X				<p>12.1.12.14. Subcontractor Insurance Requirements. Contractor shall cause each Subcontractor <b><i>to also carry at subcontractors' expense and</i></b> provide insurance that complies with requirements <del>for Contractor provided insurance</del> <b><i>as</i></b> set forth in this Section 12.1 <del>in circumstances where Subcontractor acts or omissions are not covered by Contractor provided insurance, including automobile liability.</del> Except a otherwise specified in this</p>	<p>See the Contract for revisions to the Insurance section.</p>

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								Section 12.1, Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors, which determination shall be made in accordance with reasonable and prudent business practices. Contractor shall cause each such Subcontractor to include the Indemnified Parties as additional insureds under such Subcontractor's general liability and excess liability insurance policies. If requested by KYTC, Contractor shall promptly provide certificates of insurance evidencing coverage for each Subcontractor. KYTC shall have the right to contact the Subcontractors directly in order to verify the required coverage.	
353.				X				12.1.12.15. Disclaimer. Contractor and each Subcontractor shall have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage that they deem advisable, whether or not specified herein.  KYTC on behalf of the Joint Board makes no	<a href="#">See the Contract for revisions to the Insurance section.</a>

# LSIORB Toll Collection System RFP

## Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<p>representation or warranty that the coverage, limits of liability or other terms specified for the insurance policies to be carried pursuant to this Section 12.1 are adequate to protect Contractor against its undertakings under the Contract Documents or its liability to any third party or preclude KYTC from taking any actions as are available to it under the Contract or otherwise at law. <del>KYTC shall not be limited to the amount of the insurance premium not paid in the proof of any damages it may claim against Contractor arising out of or by reason of failure of Contractor to provide and keep in force the insurance policies required by and on the terms of this Section 12.1, but KYTC shall instead be entitled to recover the full amount of damages available.</del></p>	
354.				X		Section 4.8.2.4, Page 33	Insurance Proceeds	<p><del>4.8.2.4. Insurance Proceeds: If the cost of any Hazardous Materials Management is covered by the insurance described in Article 12, Contractor shall be entitled to reimbursement of its costs from proceeds of insurance and self-insurance, up to the limits of the applicable policy, less any deductibles which shall be Contractor's responsibility. To the extent</del></p>	<p>See the Contract for revisions to the Insurance section.</p>

# LSIORB Toll Collection System RFP

Question/Responses, Through Addendum 1

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								<del>that such proceeds are available, Contractor shall not be entitled to payment hereunder on any other basis for such Hazardous Materials Management.</del>	