

# LSIORB Toll Collection System RFP

## Question/Responses, Response to Addendum 2

Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
1.						2.1.2 Submittal Schedule	Price Proposal, July 26, 2013	Can the Joint Board please explain what is to occur on this date? Is this the date that Contractors are to submit their Price Proposal? Or, is this the date that the Joint Board is going to evaluate the Price Proposals?	It is the date that the Price Proposals are opened for scoring. Price Proposals should be submitted at the same time as the Technical Proposals.
2.						Addendum 2, Answer #129		The answer does not address who is responsible for the costs for DMV lookups for states other than Indiana and Kentucky. Who pays for these DMV costs?	The cost of DMV lookups will be borne by the Joint Board, however, the RBOC must propose the most effective and efficient manner in which the lookup process can be accomplished. A system that requires excessive or costly lookups is not acceptable. The proposer should provide detailed information as to their process.
3.				X		Addendum 2, Answers #144,152, 182, 193, 207		In order for Surety Companies to provide quotes for Performance Bonds, they need to know if there will be a Limitation of Liability. Can the Joint Board please provide further information on this topic?	See Section 8.11. There will be a limitation of liability. The amount has not been determined.
4.				X		Addendum 2, Answer 167	Tax Exempt Status	Can the Joint Board please provide the Tax Exempt Status of the Joint Board and/or States involved in the RFP? If no decision is known,	Kentucky contractors must pay those taxes. Indiana contractors can get a waiver. Because this is a procurement by

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								<p>can the Joint Board please provide a standard sale tax rate that all Contractors are to include in their Pricing?</p> <p>If the Joint Board has tax exempt status, can vendors propose their own contract language surrounding reseller tax treatment if it is not included in the amended contract?</p>	<p>the Commonwealth of Kentucky the contractors on this procurement will have to pay the taxes.</p>
5.				X		Addendum 2, Answer #178		<p>Answer states, "The bid bond amount has been established consistent with bidding process within the industry." It should be noted that the standard in the tolling industry is for a fixed bid bond (all contractor's providing the same amount). It is not typically based upon a percentage of the price proposal. We respectfully request that the bid bond be the same fixed amount for all proposing contractors. All contractors should have the same bid bond amount at risk.</p>	<p>The bid bond percentage is statutorily required for Kentucky construction contracts. The change will not be made. KRS 45A.185</p>
6.				X		Addendum 2, Answer #179		<p>It is common practice in the tolling industry that the amount of the maintenance bond is equal to one year of maintenance and not the aggregate of the maintenance period. A maintenance bond for the four (4) years is excessive and expensive. We request that the amount of the</p>	<p>The change will be made. The Maintenance Bond shall be equal to one year of maintenance rather than the full four year term.</p>

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								Maintenance Bond equal one year of maintenance.	
7.				X		Addendum 2, Answer #214	One copy of the documentary information used in preparation of its price proposals for the project. Documents to be stored in the operations center under lock and key.	<p>The Joint Board has stated that this Procurement is not subject to the Federal Acquisition Regulations (Answer #180). Therefore, there does not appear a need for a EPD (Escrowed Proposal Documents). This procurement will contain adequate competitive pricing and contractor details of Price Proposal preparation should remain confidential. We respectfully request that this requirement be removed from the contract.</p> <p>If the Joint Board is unwilling to remove this requirement, please confirm that this documentary information does <u>not</u> need to include: confidential employee salary data, confidential health benefit costs, proprietary overhead costs, and the profit margin applied by the contractor.</p>	The Proposer is not required to provide confidential health benefit costs, but must provide the other information listed in Vendor Question 7.
8.	X					Addendum 2, Answer #220		Answer states, "TBD". In order to determine a cost for the Operations Contractor training, please provide a response to this question. "Could the Joint Board indicate the number of trainees the RBOC Contractor will be required to provide training for the back office	The contractor will be required to train two trainers and thirty initial CSR's

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9.	X					Addendum 2, Answer #221		system? Where on the RBOC Price Forms is the Contractor to provide the ongoing annual costs for PCI Certification?	The price should be included in the maintenance cost for the Back Office system.
10.	X					RFP Section 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. 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.	Please confirm if Proposers will be managing the security of the servers and network on behalf of the Joint Board, then only the PCI DSS security standards would apply.  It is our understanding PA DSS standards would apply only if Proposers provided the solution, and the Joint Board managed the security of the servers, and network.	The Contractor will be managing the security on the servers and network on behalf of the Joint Board at the appropriate standard in order to pass any and all PCI Compliance audits.
11.						B.23.1 Roadside Toll Collection System, Performance item 22, and related requirements	No less than 4 images per vehicle per second per lane for both front and rear images. The required capture rate is intended to set a minimum threshold for capturing multiple images of a vehicle in order to increase the rate of success of obtaining a legible image.	If proposer can demonstrate a solution that captures fewer images while meeting or exceeding performance specifications for legible images and OCR success, will that solution be considered by the Joint Board?	The proposal must address the listed requirements. If during the design process the Contractor can actually demonstrate that it can meet or exceed the performance specifications the Joint Board will consider the alternative solution.
12.						Addendum 2 RFP, Redline Version, Section 4.2 Technical Proposal Outline and Format	Revised outline format	Several items from the Scope of Work and RFP appear to be missing from the revised outline format. Can the Joint Board please clarify where the following items should be	If the requirements are stated in the RFP then the proposer should place the information in the appropriate section.

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								addressed? (see below):	
13.						See 12 above	4.1 Section 1 – Roadside General Requirements	B.3.3 Toll Zone Software Requirements (missing from outline)	Place under 4.1.5 Toll Zone Requirements in outline number 4.1.5.2 <b>Physical Requirements</b>
14.						See 12 above		B.4.3 Toll Zone Controller Software Requirements (missing from outline)	Place under 4.1.6 Toll Zone Controller Requirements in outline number 4.1.6.2 <b>Physical Requirements</b>
15.						See 12 above	4.2 Section 2 – Back Office General Requirements	B.17.5 VPS Clerk and Customer Service Representative Review (missing from outline)	Place under 4.2.5 Video Processing Requirements in outline number 4.2.5.4 <b>OCR Performance Requirements</b>
16.						See 12 above		B.17.6 Quality Assurance and Performance(missing from outline)	Place under 4.2.5 Video Processing Requirements in outline number 4.2.5.4 <b>OCR Performance Requirements</b>
17.						See 12 above		B.18.3 Back Office Host Backup and Archive (missing from outline)	Place under 4.2.6 Back Office Host Requirements in outline number 4.2.6.1 <b>Functional Requirements</b>
18.						See 12 above		B.18.5 Communications (missing from outline)	Place under 4.2.6 Back Office Host Requirements in outline number 4.2.6.1 <b>Functional Requirements</b>

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19.						See 12 above	4.3 Section 3 – RBOC General Requirements	3.2.2 Data Output Requirements (missing from outline)	Place under <b>4.3.1 General Technology</b>
20.						See 12 above		3.4 Production Capabilities – this requirement is also listed in paragraph format with the requirements in RFP Section 4.1.12.3 Tolling Component Specific Qualifications. Please clarify that the Production Capabilities should be addressed in Proposal Section 4.3 as a new subsection.	Place under <b>4.3.1 General Technology</b>  Place under <b>4.3.1 General Technology</b> Place under <b>4.3.1 General Technology</b>
21.						See 12 above		3.8 Help Desk (missing from outline)	Place under <b>4.3.1 General Technology</b>
22.						See 12 above		3.11 Project Retention Record (missing from outline)	Place under <b>4.3.1 General Technology</b>
23.						See 12 above		3.13 Data Transfer Requirements (missing from outline)	Place under <b>4.3.1 General Technology</b>
24.							4.3.2 Project Management Plan; 4.3.7 Project Management Plans	Can the Joint Board please clarify if this is a duplicate section heading, or if correct, what each section should contain?	Each Contractor shall develop the Toll Project management plan in a simple, easy to follow manner to establish schedules, Deliverable formats, points of contact, design, review, quality control procedures, inventory control, site control, traffic control and maintenance of toll operations.  Address the above in outline section 4.3.2;

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									replace <b>4.3.7 Project Management Plans</b> with <b>4.3.7 Deleted</b>
25.							4.1.12.8 Audit, Reconciliation, and Reporting	Please clarify where the response to this section should be placed within the proposal outline format.	Address in section 4.2.8.1 General Reporting Requirements
26.						RFP Page 86	4.3 Section 3 – RBOC General Requirements (50 page limit)	Given the creation/expansion of this section to include items not previously addressed, we request the page limit be raised to 100 pages in order to fully address each requirement.	The page limit remains at 50.
27.						RFP Page 86	Appendix D Supplemental Materials (300 pages maximum)	Please confirm whether audited financial statements should be contained in Appendix D or as a new appendix with no page limit. If financial statements should be contained in Appendix D, can the Joint Board please change the requirement to delete the page limit? Alternatively, may Proposers submit a website link to financial statements in lieu of including them in the proposal?	Audited Financial Statements fall under outline section 3.7 of the RBOC Component; section 3.8 of the ETC Component; and 3.6 of the Operations Services. There is no page limit for including the Financial Statement in the appropriate section.
28.						2.1.2 Submittal Schedule	Proposals due July 1, 2013	Due to the volume of responses posted and changes made to the RFP and contract as a result of Addendum 2, as well as the expectation of additional questions to be answered by June 18, we respectfully request an additional extension to the due date in order to fully incorporate all	The deadline for proposals for Tolling Component One – RBOC has been changed to July 8, 2013.

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								revisions into our response. Will the Joint Board please extend the due date an additional two weeks to July 15, 2013?	
29.				X		Contract Section 11.0 Indemnification	Entire clause	We request that the Joint Board reconsider the following request as it is standard business practice for indemnification to be limited to third-party claims. Moreover, it is standard business practice that such indemnifications be based on a standard of negligence and willful misconduct of contractor. 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.	Requested change will not be made.
30.				X		Contract Section 14.4.4 Source Code Escrow	Entire clause	Proposer requests that the software escrow release triggers be limited to Business failure of Contractor. Access to the source code shall be limited to inspection by a mutually acceptable third-party to verify that the deposit complies with the escrow agreement requirements. Proposer further requests that at expiration of the contract,	Requested change will not be made.



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								source code will only be provided in the event that proposer is unwilling or unable to provide software maintenance service at a reasonable cost.	
31.				X		Additional Contract Revisions		We request the following changes to the proposed contract:	
32.				X				<p>10.3.4. Liability of the Contractor /Occurrence of an Event of Default</p> <p>All costs and charges incurred by the Joint Board, including attorneys', accountants' and expert witness fees and costs, together with the cost of completing the work under the Contract Documents, will be deducted from any moneys due or which may become due to the Contractor. <del>If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and its surety(ies) shall be liable and shall pay to the Joint Board the amount of such excess. If the Surety or Guarantor fails to pay such amount immediately upon the Joint Board's demand, then the Joint Board shall be entitled to collect interest from the Surety or Guarantor on the amounts the Joint Board is required to pay in excess of the remaining balance of the Contract Price.</del></p>	Change will not be made.

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								<p><del>The interest rate which the Surety and each Guarantor shall pay shall be the lesser of (a) 12% per annum or (b) the maximum rate allowable under applicable Law. The interest rate shall accrue on all amounts the Joint Board has had to pay excess of the remaining balance of the Contract Price from the date of the Joint Board payment.</del></p>	
33.				X				<p>10.3.5. Assurance of Future Performance                      It is recognized that if a breach or Event of Default occurs, such event could impair or frustrate Contractor's performance of the work. 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. Pending receipt of adequate assurance of performance and actual performance in accordance therewith, the Joint Board shall be entitled to proceed with the work with its</p>	<p>Requested change will not be made.</p>

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							own forces or with other contractors on a Force Account or other appropriate basis, the cost of which will be credited against and deducted from the Joint Board's payment obligations hereunder. <del>DELETE: The foregoing shall be in addition to all other rights and remedies provided by law or equity and such rights and remedies as are otherwise available under the Contract, the Payment Bond, the Performance Bond, the Maintenance Bonds and the Warranty Bonds</del>	
34.				X	Toll Collection System Sample Contract, Section 10.4. Anticipatory Breach, Pages 98 & 99		Please remove any requirement to increase the performance and payment bond by another 100% amount. A surety bond cannot exceed the total contract value.	Change will be made.
35.				X	General Insurance		With regard to evidence of insurance, please confirm that the standard ACORD form certificates of insurance will comply with the RFP.	Refer to Section 12.1.13.2. Evidence of coverage must demonstrate satisfaction of all requirements.
36.				X	D.4.1 Operations Personnel		Please modify the requirement as follows:  Fidelity Bonds requirements for <del>Toll Operations Personnel</del> shall include <u>the Operations</u>	This section is related to the Operations Contractor's scope of work and is not applicable to the RBOC

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								<p><b><u>Services Contractor:</u></b></p> <p>1. All Operations Services Contractor personnel shall be bonded.</p> <p>2. The Operations Services Contractor shall provide a commercial fidelity bond in the minimum amount of \$100,000 to protect the Joint Board from property losses, including money, occasioned by theft, when such losses are identifiable to specific Operations Services Contractor employees. Contractor may maintain a crime insurance policy in lieu of a fidelity bond; however, it must meet Indiana and Kentucky minimum requirements that cover both theft and burglary. <b><u>Such fidelity bond insurance may be a blanket type bond covering employees of the Operations Services Contractor.</u></b></p> <p>3. <del>The</del> <b><u>A certificate of insurance evidencing</u></b> fidelity bond <b><u>insurance</u></b> shall be <del>completed and</del> furnished to the Joint Board along with the executed Contract.</p> <p>4. The Operations Contractor shall be responsible to file promptly any claims and upon recovery of funds shall reimburse the Joint Board to the full extent of the loss. No deductible amount of the bond</p>	<p>Contract.</p>

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								shall apply to reimbursement to the Joint Board. 5. The Operations Services Contractor shall <del>submit a report annually that shows a list of employees and a certification that they are all bonded</del> <b><u>provide a standard ACORD form certificate of insurance evidencing fidelity bond insurance.</u></b>	
37.				X		Section C.9.3 Liquidated Damages Deducted from Amounts Due, Page 214		C.9.3 Liquidated Damages Deducted from Amounts Due The Joint Board may recover any and all liquidated damages by deducting the amount thereof from any monies due or that may become due the Contractor, notwithstanding any liens, notices of liens or actions of subcontractors, and if said monies are insufficient to cover said damages, then the Contractor <del>or the Surety</del> shall promptly pay any remaining amounts due on demand.	Change will not be made.
38.	X	X	X			RFP 4.3.7 Bonding Requirements Page 84	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.	As Pass-through costs are not included in the Bid Bond calculation, can we consider that maintenance costs are also not included as they are not included in the Performance Bond amount?	The change will be made. Maintenance Cost do not have to be included when making the Bid Bond amount calculation.
39.	X					RFP 5.1.2.3 Initial Technical Scoring	Tolling Component One – Roadside Subsystem	Will the evaluation table related to the Roadside subsystem be modified as the	No it will not be eliminated. Software Licensing and

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						Page 87	Software Licensing and Ownership : 25 Points	“Software Licensing and Ownership” is no more part of the required “4.1 Section 1 – Roadside General Requirements (125 page maximum)” ?	Ownership is to be addressed in section <b>4.2.10 Software and Intellectual Property Protections</b>
40.	X		X			RFP D.2.4 Web Hosting Operational Services Page 230	Web hosting refers to the monitoring, operation, and management of the web hosting functions. Web hosting function include fulfillment of account orders through the website, online payment reconciliations, customer correspondence through the website, account closure requests, and reporting of lost or stolen Transponders.	Could the Joint Board give a clear limit of responsibility between the Operations Services Contractor and the RBOC Contractor related to the Web Hosting?	The RBOC shall provide, implement and maintain the Web for the life of the contract.
41.			X			RFP Appendix D: Tolling Component Three Page 224	This communication shall include but shall not be limited to the MOMS messaging and alert capabilities provided through the RBOC Contractor.	Could the Joint Board specify that the associated costs for the communications will be under the responsibilities of the Operations Services Contractor?	Provide a Fully auditable system.
42.	X		X			RFP D.2.3 CSC Mail Room Operational Services Page 228	The Operations Services Contractor shall log any and all mail room activity which is not automatically tracked by the RBOC.	Could the Joint Board specify what kind of tracking is expected from the RBOC Contractor?	Provide a Fully auditable system.
43.	X		X			RFP D.2.3 CSC Mail Room Operational Services Page 229	The Operations Services Contractor shall be responsible for printing using services provided by the RBOC,	Could the Joint Board specify that the associated costs for the printing services will be under the responsibilities of the Operations Services Contractor?	The associated costs for the printing services will be under the responsibilities of the Operations Services Contractor.
44.	X					RFP D.2.9 Transponder Operations Services	The Operations Services Contractor shall use bar coding provided by the ETC and RBOC Contractors.	Could the Joint Board specify what kind of bar coding is expected from the RBOC	All Materials shall be tracked by bar code with the MOMs and production systems.

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						Page 233		Contractor?	Please propose the solution that is available in the Proposer's system. Please reference RFP 3.1.2 for explanation																																																																														
45.	X					RFP 3.12 Contractor Responsibilities Page 39	Contractor Responsibility Matrix – Downtown Location or System Toll Data Center and Back Office Operations Building	Could the Joint Board modify the wording to exclude Back Office Operations Building?	The Back Office will not be excluded.																																																																														
46.	X					RFP 3.12 Contractor Responsibilities Page 39	Contractor Responsibility Matrix – East End Crossing Location or System Toll Data Center and Back Office Operations Building	Could the Joint Board modify the line as the installation in included in the Developer Scope of Works? Please refer to the table below.	The contract is defined for the Developer by the PPA agreement. If the TSI will guarantee that the equipment shall meet all performance metrics without excuse, then you may assume that the developer will install your equipment. The RFP assumes that you will not agree to this and therefore includes a location for pricing by the TSI. Please detail your solution in your proposal.																																																																														
47.	X					THE EAST END CROSSING (LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT)	<table border="1"> <thead> <tr> <th rowspan="2">ELEMENT</th> <th colspan="4">TSI</th> <th colspan="3">DEVELOPER</th> </tr> <tr> <th>PROVIDE ENG. DATA</th> <th>DESIGN</th> <th>FURNISH</th> <th>INSTALL</th> <th>DESIGN</th> <th>FURNISH</th> <th>INSTALL</th> </tr> </thead> <tbody> <tr> <td>Toll Rate Sign</td> <td>X</td> <td></td> <td></td> <td></td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Gantry</td> <td>X</td> <td></td> <td></td> <td></td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Mounting Fixtures, Brackets, Hangers, Mounting Channels, Mounting Hardware, Tethering Mechanisms, Support Tubes, Mounting Trays, U-Bolts</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Gantry Electronic Components</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>In-pavement Equipment or Sensors</td> <td>X</td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> <td>X</td> </tr> <tr> <td>Tolling System Power Requirements</td> <td>X</td> <td>X</td> <td>X</td> <td>X</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Conduit</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td>X</td> <td>X</td> </tr> <tr> <td>Power &amp; Communication to Cabinet from</td> <td></td> <td></td> <td></td> <td></td> <td>X</td> <td>X</td> <td>X</td> </tr> </tbody> </table>	ELEMENT	TSI				DEVELOPER			PROVIDE ENG. DATA	DESIGN	FURNISH	INSTALL	DESIGN	FURNISH	INSTALL	Toll Rate Sign	X				X	X	X	Gantry	X				X	X	X	Mounting Fixtures, Brackets, Hangers, Mounting Channels, Mounting Hardware, Tethering Mechanisms, Support Tubes, Mounting Trays, U-Bolts	X	X	X	X				Gantry Electronic Components	X	X	X	X				In-pavement Equipment or Sensors	X	X	X				X	Tolling System Power Requirements	X	X	X	X				Conduit					X	X	X	Power & Communication to Cabinet from					X	X	X	
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						PUBLIC-PRIVATE AGREEMENT BOOK 2 Technical Provisions - Section 20 Electronic Toll Collection Table 20-1 Toll Responsibility Matrix			
48.	X					RFP 3.12 Contractor Responsibilities Page 36	Contractor Responsibility Matrix – East End Crossing Conduits	Could the Joint Board modify the line as the conduits are included in the Developer Scope of Works? Please refer to the table above.	The contract is defined for the Developer by the PPA agreement. If the TSI will guarantee that the equipment shall meet all performance metrics without excuse, then you may assume that the developer will install your equipment. The RFP assumes that you will not agree to this and therefore includes a location for pricing by the TSI. Please detail your solution in your proposal.
49.	X					RFP 3.12 Contractor Responsibilities Page 36		Could the Joint Board indicate if it is anticipated that the Developer (instead of the DB Contractor) will provide the	Site work (Civil) for the building and slab shall be by the DB contractor. The



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							concrete slab for the prefabricated building? Please refer to the table below.	building and installation of the building and all associated work shall be by the TSI
					Toll Data Center (Toll Building)	Prefabricated Building(s) (Furnish /Install) Coordinate with DBT	X	
50.	X				RFP 3.12 Contractor Responsibilities Page 36		Could the Joint Board indicate if it is anticipated that the DB Contractor will provide the concrete slab for the prefabricated building (avoiding reference to Back Office Operations Building)? Please refer to the table below.	Site work (Civil) for the building and slab shall be by the DB contractor. The building and installation of the building and all associated work shall be by the TSI
					Toll Data Center and Back Office Operations Building	Prefabricated Building(s) (Furnish /Install)	X	
51.	X				RFP 3.12 Contractor Responsibilities Page 37		Could the Joint Board indicate how the RBOC Contractor can estimate the costs (implementation and operation) as the CSC will be leased by the Operations Services Contractor? Can those costs be pass-through costs? Please refer to the table below.	The Operations contractor shall operate the facility. All Toll System related equipment shall be provided to meet the performance requirements and shall be sized appropriately to do so.
					Toll Zone to CSC Communications	Communications from Toll Data Center to the Customer Service Center	X	

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
52.	X					RFP 3.12 Contractor Responsibilities Page 37	Contractor Responsibility Matrix – Customer Service Center 30 CSR terminals 25 Training Work Stations,	Could the Joint Board explain if there any configuration differences expected between the CSR terminals and Training Work stations?	The Training systems shall be used to train the CSRs and Administrators.
53.	X					RFP 3.12 Contractor Responsibilities Page 37	Contractor Responsibility Matrix – Customer Service Center 10 Admin Work Stations and Phones	Could the Joint Board indicate the purpose of those Admin Work stations and the type of associated software that will be provided by the Operations services Contractor?	Operationally, the administrators shall have abilities to audit and oversee all work in the operation. These shall be for use with the Toll System. To comply with PCI all software on these systems shall be under the control of the TSI. All software necessary for Reporting, monitoring and the like shall be provided.
54.	X					RFP 3.12 Contractor Responsibilities Page 37	Contractor Responsibility Matrix – Customer Service Center	Could the Joint Board indicate how many work-stations are anticipated to support image review?	Based on the efficiency of the proposers image review system, numbers that the proposers equipment can handle, the proposer should make assumptions and propose the optimum solution and describe why this is the best solution.
55.	X					RFP 3.12 Contractor Responsibilities Page 37	Contractor Responsibility Matrix – Customer Service Center and Walk In	Could the Joint Board indicate how many scanners, printers and fax lines should be priced for the CSC, and the two walk-in centers? This question is	The number of scanners is indicated in the price sheets. This is for pricing comparison during

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								linked with the requirement <b>D.2.3 CSC Mail Room Operational Services</b> where the RBOC is requested to implement subcontracted printing services.	evaluation. If the RBOC contractor needs more or less to implement a complete tolling solution based on the equipment for the installation, these shall be proposed. Omission of required equipment shall not be compensated for by the JB for proposal of a non efficient, complete system. Utilize blanks in the pricing sheets to add additional equipment needed for the Proposers design.
56.	X					RFP 3.12 Contractor Responsibilities Page 37	Operations Center LAN and all drops:	Our understanding is that the “drops” are the end-user cable (i.e. 2m long). Could the Joint Board indicate that the internal cabling/ cable infrastructure of the CSC building and the Walk In centers will be done by others?	The Toll System Integrator shall be responsible for all wiring to the equipment provided by the proposer. This will require coordination by the proposer during the Operations build out. Missing power drops or CAT6E communications drops shall not be compensated for by change order. The responsibility for proper design will rest on the RBOC contractor.
57.	X		X			RFP 3.12 Contractor	Contractor Responsibility Matrix – Customer Service Center and Walk In	Our understanding is that the Facility Security CCTV is related to the Toll Zone and	The JB desires that an overview of each toll zone be visible at each

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						Responsibilities Page 37	centers Facility Security CCTV	not to those there locations. Could the Joint Board confirm that no CCTV camera need to be provided for the Customer Service Center and Walk In centers?	of the facilities. This will be on the 42" screens that have been included. The TSI shall include all equipment and communication to implement such solution.  The CCTV security for the Walk in centers shall be installed to monitor all money handling and other such functions to support PCI compliance and security features.
58.	X					Clarification Question Q254	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, Telecoms,...) will be under the responsibility of Operations Service Contractor ?  No modification related to the Disaster Recovery was funded in Table 3.1.	The DR site, functionality, testing and proof are the responsibility of the RBOC and shall be proposed as such.
59.	X					Clarification Question Q280	The answer is unclear as the design and the supply of the gantries are under the DB Contractor and the Developer responsibility.	Could the Joint Board confirm the gantries will be walk-able allowing maintenance team to access equipment during traffic?  This have a huge impact on the costs of the maintenance (due to the need of traffic diversion if we can only manage maintenance from cherry pickers on the	The Joint Board requires the RBOC Contractor to coordinate the design of the gantries with the Developer and the DB Contractor.

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								roadway).	
60.	X					Clarification Question Q281	The answer is unclear as the design and the supply of the gantries are under the DB Contractor and the Developer responsibility	<p>Could the Joint Board confirm the gantries can be equipped with individual retractable mounting bracket for each equipment item allowing maintenance team to access equipment during traffic?</p> <p>This has a huge impact on the costs of the maintenance (due to the need of traffic diversion if we can only manage maintenance from cherry pickers on the roadway).</p>	The Joint Board requires the RBOC Contractor to coordinate the design of the gantries with the Developer and the DB Contractor.
61.	X					RFP Appendix N: Maintenance of Traffic Page 269		Could the Joint Board confirm that the installation / construction on Kennedy/Downtown approach will be done free of traffic?	The Joint Board requires the RBOC Contractor to coordinate the design of the gantries with the Developer and the DB Contractor.
62.	X					RFP Appendix N: Maintenance of Traffic Page 269		Could the Joint Board confirm that the Maintenance of traffic during installation phases/ construction sequencing (including temporary tolling phases) will be done by the DB Contractor?	The MOT for Toll System Work will be the responsibility of the Toll System Integrator. Coordination with the DB contractor will be essential to the efficient implementation of the tolling solution. Any costs of MOT for implementation of the Tolling system shall be included by the Toll System Integrator.
63.	X					RFP Appendix N: Maintenance of	Maintenance of Traffic Plan for the Kennedy Interchange and Southern	Could the Joint Board provide the same Appendix for the	The construction of the East End Bridge is

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						Traffic Page 269	Approaches to the New Ohio River Bridge and the Existing Rehabilitated Kennedy Bridge	East End crossing? This is needed to evaluate MOT during maintenance period (night over-cost).	greenfield therefore it will be free of traffic.
64.	X					RFP Appendix N: Maintenance of Traffic Page 269		Could the Joint Board confirm that the installation / construction on East End crossing approach will be done free of traffic?	The construction of the East End Bridge is greenfield therefore it will be free of traffic.
65.	X					RFP Appendix N: Maintenance of Traffic Page 269	<i>Maintenance of Traffic Plan for East end Crossing</i>	Could the Joint Board confirm that the Maintenance of Traffic during installation phases/ construction sequencing will be done by the Developer?	The construction of the East End Bridge is greenfield therefore it will be free of traffic.
66.	X					RFP B.12.4 AET Toll Zone Conduit and Junction Boxes Page 155-156	Trunk Runs are for connection of: Toll Zone Buildings to CSC CSC to Walk In Centers	Could the Joint Board confirm that the trunk runs indicated is not part of the requirement as the CSC and the walk In centers will be leased by the Operations Services Contractor?	It is the responsibility of the RBOC Contractor.
67.	X					RFP B.12.4 AET Toll Zone Conduit and Junction Boxes Page 156-157	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.	Could the Joint Board confirm that the link with the Disaster Recovery site is not part of the requirement?	It is the responsibility of the RBOC Contractor.
68.	X					09 Addendum Two 06.07.2013 RBOC Price Sheets.xlsx	Price I.14 : Access Control Readers	Could the Joint Board explain the need of Access Control readers for the cabinets on KB-1, DB-1, R-8, R-2, EEC-1 and EEC-2? As the requirement <b>B.10.2 Key Requirements</b> mentioned keys for cabinets.	It is the desire of the Joint Board to have Access Control Readers, in addition to keys, so that there is a record of who entered the cabinet.

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69.	X					09 Addendum Two 06.07.2013 RBOC Price Sheets.xlsx	Price I.14 : Access Control Readers	Could the Joint Board explain the need of Access Control readers for the reversible configuration on KB-1 and DB-1?	It is the desire of the Joint Board to have Access Control Readers where needed to record who accessed any toll equipment.
70.	X					09 Addendum Two 06.07.2013 RBOC Price Sheets.xlsx	Sheet Infrastructure : Price I.1 : Main line Toll Zone Buildings	Could the Joint Board clarify the quantity of 4 as the <b>RFP Appendix B: Tolling Component One (RBOC)</b> indicates <i>It is anticipated that there will be <b>one</b> 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 <b>one</b> hub building located in close proximity to both the Downtown and Kennedy Bridges ?</i>	As an initial starting point for the design, the buildings were located in the proximity of each crossing to house equipment.
71.	X					09 Addendum Two 06.07.2013 RBOC Price Sheets.xlsx	Sheet Infrastructure : Price I.5: Ramp generators and I.6: Ramp Propane Tank	Could the Joint Board clarify if those equipment are mandatory?	It is mandatory to have back-up power. It is unknown at this time if there is a gas line available for connection to the generators.
72.	X					09 Addendum Two 06.07.2013 RBOC Price Sheets.xlsx	Sheet Infrastructure : Price I.101 to I.104	Could the Joint Board clarify that the contract amount will be review based on the real quantity provided or installed by the RBOC Contractor?	The Detail Design shall be reviewed and the final design approved by the JB. This will set the final quantities that will be needed for the project. Adjustments shall be justified during the design process.
73.				X		Contract	Upon Formal Acceptance the of	Kentucky limitation period for	

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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
						Sec. 12.2.1	Operations Center, Walk-in Center or Crossing the Joint Board will reduce the Performance Bond and the Payment Bond by 80%. Upon expiration of the warranty period for each such facility the Performance and Payment Bonds will be reduced by the facility's Contract Price, provided that no claims are pending or threatened, no liens or stop notices are outstanding, and statutory period for Subcontractor claims against the bond has expired	claims against surety is 7 years from accrual of claim [Kentucky Revised Statutes Sec. 413:220].  In Indiana the limitation period expires 18 months after final acceptance of the project [Indiana Code Sec. 8-23-9-1].  Could the Joint Board indicate if Indiana or Kentucky law determine the statutory period for filing claims against the Performance and Payment Bonds?	Change will be made. Kentucky law will govern.
74.				X		Contract Sec. 12.2.4	Maintenance Performance Bonds (or Riders, as the case may be) shall be in an amount equal to the greater of (i) 100% of the aggregate four (4) year Maintenance Price for the relevant Operations Center, Walk-in Center and/or Crossing, and (ii) \$_____. Maintenance Payment Bonds (or Riders, as the case may be) shall be in an amount equal to 100% of the aggregate four (4) year Maintenance Price.	The amount of Maintenance Performance Bonds and Riders is stated twice as "100% of the aggregate four (4) year Maintenance Price", but only one of those statements includes a blank for insertion of a dollar amount.  Will the Joint Board consider removing the reference to a dollar amount?	A change will be made to this amount.
75.				X		Contract Sec. 8.2		The proposers cannot reasonably submit their proposals without knowing their exposure for liquidated damages for delay. When will the liquidated damages amounts that are currently blank in Sec. 8.2 of the contract be filled in?  Section 8.2 of the contract still refers to continuation of	A change will be made.  The Contract will contain provisions for liquidated damages for failures in completion in addition to those listed for completion of the Operations Center and Walk-in Center in 8.2.



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Q #	RBOC	ETC	OPS	Legal	Other or Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
								liquidated damages for each crossing, even though LDs for the crossings have been deleted from the current draft of the contract. Should these references be deleted?	A forthcoming addendum will describe those liquidated damages figures for failure to complete a Crossing or phase of a Crossing by the required deadline.
76.				X		Contract Sec. 8.3.2	Contractor shall pay to the Joint Board Delay Reporting Damages in the dollar amounts specified in RFP Appendix B, Section B23.1.36 ,B23.2.22 and B23.2.23 as damages for delay in providing certain reports.	The wording of the RFP Appendix B, Section B23.1.36 ,B23.2.22 and B23.2.23 is: <i>There are multiple reports required to be submitted on various scheduled times of the month, quarter or annually. Each required report shall be submitted no later than the due date.</i>  Will the Joint Board consider a limitation of this Reporting Damages per month as those new clauses have a high amount per occurrence?	A change is being considered and if a cap is granted, it will be contained the forthcoming addendum.
77.				X		Contract Sec. 8.11		Currently section 8.11 of the draft contract includes (among other limitations on the Contractor's liability cap) a blank "to be decided" dollar amount that is cumulative of the limitations on the cap.  Will the Joint Board agree to make that dollar amount an alternative, and not cumulative, so that the cap would be the higher of the dollar amount or the sum of	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
							limitations (a) and (c) through (d)?	
78.				X	Contract Sec. 8.11		Items such as special, consequential, multiple or punitive damages are not traditionally recoverable in construction contracts, and indeed the Joint Board itself is specifically exempted from them under the draft contract. Will the Joint Board agree to eliminate the contractor's exposure to these categories of damages?	The Joint Board will not agree to eliminate all such categories of damages, but the Joint Board has provided in Section 8.11 a list of those portions of consequential damages for which it will reserve its rights to assert against the Contractor. Any limit on liquidated damages for delayed completion will be provided in a forthcoming addendum.
79.				X	Contract Sec. 8.11		Will the LSIORB agree to modify the Contract so that an absolute cap is placed on all of the Contractor's liabilities, such cap not to exceed the Contract Price?	Change will not be made.
80.				X	Contract Sec. 8.11		Currently section 8.11 of the draft contract includes (among other limitations on the Contractor's liability cap) a blank "to be decided" dollar amount that is cumulative of the limitations on the cap. Will the LSIORB agree to modify the contract to make that dollar amount an alternative, and not cumulative, so that the cap would be the higher of the dollar amount or the sum of limitations (a) and (c) through	The blank currently provided in Section 8.11 relates only to the possibility of a not-to-exceed cap on liquidated damages, and is not intended to place a cap upon the other damages categories discussed. The only anticipated change is the figure to be provided for the blank currently found in

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							(d)?	Section 8.11.
81.				X	Contract Sec. 12.2.1, 12.2.2.		Will the LSIORB agree to modify the Contract to reduce the amount of the payment and performance bonds to [25%? 50%?] of the Contract Price?	Change will not be made.
82.				X	Contract Sec. 12.2.1, 12.2.2.		Will the LSIORB agree to modify the Contract to eliminate the provisions that give the LSIORB access to the Contractor's cost and pricing data, as these items are highly valued trade secrets to which customers in the ETC industry traditionally are not entitled to demand access?	Sections 12.2.1 and 12.2.2 of the Contract relate to bonds, and previously those paragraphs so numbered related to dispute resolution and not cost and pricing data. If the question relates to Escrowed Proposal Documents, please see the other responses in relation to the EPD.
83.				X	Contract Sec. 4.9.4.		Will the LSIORB agree to modify the contract so that all audits shall require reasonable advance notice of not fewer than 3 days?	Change will not be made.
84.				X	Contract Sec. 14.4.4.		Will the LSIORB agree that it will have access to escrowed source code only if one or more of the triggering events set out in Sec. 14.4.4(a)(i) through (iii)?	Change will not be made.
85.					07 Addendum One 06.07.2013 RBOC Exhibits.pdf	Performance and payment bond forms are included in the document entitled "07 Addendum One	Please provide the required form, or acknowledge that an industry standard form (i.e.	Please reference RBOC Contract

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							06.07.2013 RBOC Exhibits.pdf" (ref. Exhibits F-J), but a bid bond form is not included.	AIA) will suffice.	Exhibits.
86.	X					Pricing Tables	The quantities shown on the '3.Tablulation-Roadside' tab for I.401 and I.402 are 360 lane-months and 1,440 lane-months for the Roadside Warranty and Roadside Maintenance Services, respectively. The quantities shown on the '4.Price-Roadside' tab for I.401 and I.402 are 456 lane-months and 1,974 lane months, respectively. Please confirm which of these quantities are correct and that they are also consistent with what is reflected on the '8.Summary' tab. Additionally, the '8.Summary' tab appears to reflect 38 lanes under revenue collection service, whereas other tabs now indicate 30.	Please confirm that the pricing tables accurately reflect all quantities and flow consistently through each tab.	To the best of the Joint Board's understanding and not knowing the exact system that the proposer is presenting, the numbers reflect a snapshot of the project. The expertise of the proposer is required to finalize the numbers during the detailed design and adjust the numbers per that design. To provide a fair evaluation of the proposals. Numbers for these items were provided.
87.	X		X			Pricing Tables	Pass Through Costs	Are proposed pass through costs supposed to be identified on pricing tab '7.Infrastructure' within items I.105 through I.113 or elsewhere on that tab?	The pass through costs for the RBOC Proposer are the bonds. Those are identified in the price sheets.
88.	X					Pricing Tables	Pass Through Costs	Please confirm that pass through costs will be evaluated as part of the total bid price. If actual costs exceed these anticipated pass through amounts identified, will the RBOC contractor be compensated for the additional cost?	The pass through is used to evaluate the total cost to the Joint Board. It also indicated the proposer understands what it will take to implement the solution. The Pass through Costs are not part of the Contractors Bid but an indication of the proposer's ability to

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									meet the system requirements.
89.	X		X			3.14 Pass Through Costs	Pass Through Costs	<p>Please confirm / clarify the pass-through costs that are supposed to be included in RBOC Component versus the Operations component? It is unclear whether Table 2.4 is part of the RBOC Component when compared to the responsibility matrix, other contract sections, and other communications cost references.</p> <p>Additionally, in the paragraph above Table 2.4, there is a reference to Table 3.4. Is this a typo or is there a Table 3.4 somewhere?</p>	Table 3.4 is in Sub Section 3.14, page 58.
90.	X		X			3.2.1 Security Standards	PCI Compliance	<p>Can the JB elaborate on the requirement for PCI Compliance at FAT? There must be an intent, but it is not clear what that is, and why the cost would be justified or what data the effort protects.</p>	<p>PCI Compliance is an ongoing process, not a one-time event.</p> <p>The primary goal of assessment is to identify all technology and process vulnerabilities that pose risks to the security of cardholder data that is transmitted, processed or stored by your business. By addressing compliance at FAT, there is not the risk of completing the design and testing, and the issue that may be posed by KYTC accepting a system that</p>

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									may have risks of complying with PCI in the future. This would usually be in the form of the SAQ or a ROC.
91.	X					General	Fiber Optic Cabling Usage	Will the RBOC contractor be allowed to tie into any unused fiber optic cabling installed by the DB within the project limits?	The fiber that may be used shall be part of this contract. No fiber may be used that is part of any existing equipment installation without prior approval by the Governors of each state.
92.									
93.									
94.									