

STATE OF NORTH CAROLINA North Carolina Turnpike Authority <i>A Part of the</i> <i>North Carolina Department of Transportation</i>	REQUEST FOR PROPOSAL NO. 54-PB-20130318 Proposals Due Date: May 24, 2013 at 4:00 pm EST Contract Type: Open Market
Refer <u>ALL</u> Inquiries to: Patricia Bowers, Purchasing Director Telephone No. (919) 707-2621 Fax No.: (919) 733-8743 E-Mail: prbowers@ncdot.gov	Date Issued: March 18, 2013 Commodity Number: 958-93 Commodity: Toll, TMC & Ferry Operation Services
	Using Agency Name: NC Turnpike Authority
(See page 2 for delivery instructions)	Agency Requisition No. N/A

OFFER AND ACCEPTANCE: This solicitation advertises the State's needs for the services and/or goods described herein. The State seeks proposals comprising competitive proposals offering to sell the services and/or goods described in this solicitation. All proposals and responses received shall be treated as offers to contract. The State's acceptance of any proposal must be demonstrated by execution of the acceptance found below, and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any, and the awarded Contractor's proposal.

EXECUTION: In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are submitted, at the price(s) offered herein, within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid.
Late proposals are not acceptable.**

PROPOSER:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Offer valid for two hundred forty (240) days from proposal submittal due date.

ACCEPTANCE OF PROPOSAL: If any or all parts of this proposal are accepted, an authorized representative of _____ shall affix their signature hereto. Acceptance shall create a contract having an order of precedence among terms as follows: Special terms and conditions specific to this RFP, Specifications of the solicitation documents, except as amended, the State's General Terms and Conditions for Goods and Related Services, as may be amended by the Supplemental Terms annexed hereto, if any, Best and Final Offers, if any and the awarded Contractor's proposal. A copy of this acceptance will be forwarded to the successful Contractor.

FOR NC DOT USE ONLY Offer accepted and contract awarded this ____ day of _____, 20__, as indicated on attached certification, by _____ (Authorized representative of NC DOT).



A Part of the North Carolina Department of Transportation

REQUEST FOR PROPOSALS

**Toll Customer Service Center Operations
Traffic Management Center Operations
Ferry Phone Reservation Operations**

Issue Date: March 18, 2013

Proposal Due Date: May 24, 2013

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1. NOTICE OF REQUEST FOR PROPOSALS

The North Carolina Turnpike Authority (NCTA), a Part of the North Carolina Department of Transportation (NCDOT), is requesting written Technical and Price Proposals from qualified contractors interested in providing Services for:

1. Toll Customer Service Center Operations (NC Quick Pass®)
2. Traffic Management Center (TMC) Operations
3. Ferry Phone Reservation Operations

Services may be expanded in the future to include NCTA/NCDOT and/or Public Private Partnership (P3) statewide and regional projects and additional NCTA/NCDOT call center and/or TMC services beyond the current operations. NCTA reserves the right to solicit separate proposals for each future project or utilize the selected Contractor from this procurement.

Proposers are urged to provide the most-current proven approaches to meeting the NCTA challenges and to show how compliance with the specifications and performance requirements will be achieved.

Proposing contractors shall demonstrate the ability to provide operations in accordance with NCTA/NCDOT business rules, standard operating procedures and performance requirements throughout the duration of the Contract. The selected Contractor shall be required to work with Roadside, Back Office, Statewide Transportation Operations Center (STOC), and Electronic Toll Collection (ETC) contractors and other state and local agencies currently engaged and those engaged in the future by NCTA/NCDOT to provide seamless operations.

2. SUBMITTAL SCHEDULE, TERMS AND CONDITIONS

2.1 SCHEDULE

TABLE I.1 PROCUREMENT SCHEDULE		
NCTA	Proposing Contractors	Date
Issuance of Request For Proposal		Monday, March 18, 2013
Pre-Bid Meeting and Site Visit		Wednesday & Thursday March 27-28, 2013
	1 st Round Written Questions Due	Monday, April 8, 2013
Response to 1 st Round Questions		Monday, April 15, 2013
	2 nd Round Written Questions Due	Monday, April 22, 2013
Response to 2 nd Round Questions		Monday, April 29, 2013
	Proposals Submitted	Friday, May 24, 2013
Questions to Proposers (if applicable)		Friday, June 7, 2013
Orals		Thursday, June 13, 2013
Award		Monday, June 24, 2013
Negotiations Complete		Thursday, July 11, 2013
Notice to Proceed		Friday, July 12, 2013
Transition Period		July 13-September 8, 2013
Go-Live		Monday, September 9, 2013

2.2 SUBMITTAL TERMS & CONDITIONS

2.2.1 POLICY STATEMENT

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

2.2.2 RFP CONTACT PERSON

The contact person for this Request for Proposal (RFP) is:

Ms. Patricia Bowers, Purchasing Director
Telephone No.: (919) 707-2621
Fax No.: 919-733-8743
Email: prbowers@ncdot.gov

All questions in regard to this Notice or requests for an RFP package shall be directed in writing to Ms. Bowers by letter or e-mail or fax. Only inquiries in writing will be accepted by NCTA, and only written responses will be binding upon NCTA.

2.2.3 PROCUREMENT INFORMATION POSTING

This RFP is available electronically as of the date of issuance on the following websites:

<https://www.ips.state.nc.us/IPS/>

<https://connect.ncdot.gov/letting/Turnpike/Pages/default.aspx>

All binding answers to inquiries will be posted on the websites referenced above. It is the responsibility of all contractors interested in submitting responses to this RFP to routinely check the specified websites for any revisions to this RFP, responses to questions, change of schedule, addendums, announcements and other procurement information.

NCTA grants permission to use its logo on Proposal submittals.

2.2.4 PROPOSAL SUBMITTAL DEADLINE

Complete sealed, separate Technical Proposals and Price Proposals; subject to the conditions made a part hereof shall be received at:

**1 South Wilmington Street
Room 412A
Raleigh, NC 27601**

Until 4:00 pm Eastern Standard Time (EST)

On Friday, May 24, 2013

Technical Proposals and Price Proposals shall be logged in as received by the NCDOT Procurement Office. Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Proposer's sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Proposer at the expense of the Proposer or destroyed if requested.

2.2.5 SUBMITTAL RESPONSIBILITY

Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the contractor's firm included with the Technical Proposal. Proposals shall not be accepted by electronic means. Proposals must comply with Proposal Content Section of this RFP. Failure to return a signed Execution of Proposal shall result in disqualification.

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

2.2.6 PROPOSER'S BID

By submitting a proposal to NCTA the proposing contractor agrees that the contractor's Technical Proposal and Price Proposal shall both remain effective **240 days** after the deadline for submitting the proposal.

2.2.7 SITE VISIT

The NCTA will convene a mandatory pre-bid meeting to be held prior to two site visits for interested firms. In order to be eligible to attend the site visits, participants must attend and sign in at the pre-bid meeting. Attendance at the meeting and site visits is mandatory for contractors who desire to submit proposals for the project. Refer to **Appendix A** for pre-bid meeting and site visit location maps.

1. Wednesday, March 27, 2013 beginning at 2:00 pm EST

Mandatory Pre-bid meeting summarizing project

North Carolina Department of Transportation, Highway Building
Auditorium
1 South Wilmington Street
Raleigh, NC 27601

2. Wednesday, March 27, 2013 beginning at 6:30 pm EST

Mandatory toll customer service center and ferry reservation operations site visit

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A,
Morrisville, NC 27560

3. Thursday, March 28, 2013 beginning at 9:00 am EST

Mandatory TMC operations site visit

State Transportation Operations Center
NC National Guard Headquarters
1636 Gold Star Drive
Raleigh, NC 27607

2.2.8 PROPOSER'S OPPORTUNITY FOR QUESTIONS

The first round of written questions concerning this RFP will be received until **Monday, April 8, 2013 at 4:00 pm EST to the RFP contact person**. Second round of questions concerning this RFP will be received until **Monday, April 22, 2013**.

Questions must be submitted to the Contact Person in writing via email or fax. Please insert "**Questions 54-PB-20130211**" as the subject for the fax/email. Questions must be submitted using the provided Excel spreadsheet (Refer to format in **Appendix B**). NCTA shall prepare responses to all written questions submitted and post the responses on the RFP websites referenced herein. Oral responses are not binding.

2.2.9 NON-SOLICITATION PROVISION

From the date that this RFP is issued until the selection and announcement of a Contractor, firms shall only contact the Contact Person with respect to any facet of this procurement. Proposing contractors shall not be permitted to contact any NCTA or NCDOT Board Member, Officer, employee, agent or selection committee member with respect to this procurement. Violation of this provision shall result in the disqualification of the firm's Proposal.

2.2.10 COST INCURRED RESPONSIBILITY

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

2.2.11 RIGHT TO REJECT

NCTA reserves the right to reject any and all proposals, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the NCTA; cancellation

or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the NCTA.

2.2.12 RESPONSIVENESS OF PROPOSALS

NCTA reserves the right to reject any proposal as non-responsive if the proposal fails to include any of the required information in the specified order.

2.2.13 RIGHT TO CANCEL

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

2.2.14 RIGHT TO AMEND

NCTA reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of NCTA. If it becomes necessary to revise any part of this RFP, a written addendum to the solicitation will be posted on the RFP websites referenced herein. NCTA will not be bound by, and the proposing contractor shall not rely on, any oral or written communication or representation regarding the this RFP except to the extent that it is contained in an addendum to the RFP or the Questions and Answers as posted on the RFP websites, and is not superseded by a later addendum to this RFP. .

2.2.15 CLARIFICATIONS

NCTA may request written clarifications to proposals. Proposing contractors shall provide the requested information in writing by the date and time indicated in the schedule. If the requested information is not timely received, the proposing contractor's ratings may be adversely affected and/or the proposal may be declared non-responsive and not eligible for award.

2.2.16 ORAL OR REFERENCED EXPLANATIONS

NCTA will not be bound by oral explanations or instructions given by anyone at any time during the proposal process or after award. NCTA will not consider contractor information indicated by reference as part of the RFP response. However, NCTA may consider other sources in the evaluation of proposals, such as references, for example.

2.2.17 WAIVERS

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

2.2.18 PROPOSAL DISPOSITION

NCTA will consider all Technical and Price Proposals, except portions which have been previously published, as trade secrets or proprietary information (Refer to G.S. 132). NCTA will: 1) make a best effort to maintain confidentiality; 2) dispose of all unsuccessful print and electronic proposals upon successful execution of the Contract; and 3) have no ownership rights to print or electronic data from unsuccessful proposals, as allowed under State law. All other Technical and Price Proposal materials shall become property of NCTA.

For detailed information regarding Confidentiality requirements under this RFP, see Contract Terms and Conditions Section VII-3.3.6.

2.2.19 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Modifications - NCTA will permit modifications to a proposal after submittal until the specified due date and time for accepting proposals. The proposal may be picked up by a representative of the firm provided that the request to modify is in writing, is executed by the proposing contractor or the proposing contractor's duly authorized representative, and is filed with NCTA. It is the proposing contractor's responsibility to resubmit before the deadline. All proposal modifications shall be hand-delivered to the RFP contact person.

Withdrawal - A proposing contractor may withdraw a proposal without prejudice prior to the submittal deadline, provided that the request is in writing, is executed by the proposing contractor or his/her duly authorized representative, and is filed with NCTA. Any proposing contractor may withdraw from the proposal process at any time prior to submission of the final Technical and Price Proposal. NCTA will destroy any materials submitted up to that time upon request of the proposing contractor.

2.2.20 CONTRACTUAL OBLIGATIONS

Submission of a proposal indicates the proposing contractor's acceptance by the firm of the conditions contained in this RFP unless clearly and otherwise specifically noted in the proposal submitted and confirmed in the Contract between NCTA and the firm. See Contract Terms and Conditions Section of this RFP including insurance requirements.

2.2.21 ORAL PRESENTATIONS AND INTERVIEWS

NCTA reserves the right to request oral presentations and interviews with proposing contractors. If NCTA decides that oral Interviews are in its best interests, NCTA will develop a short list for the oral interviews based on the scores of the Technical Proposals.

2.2.22 NOTIFICATION OF AWARD

NCTA will notify the successful proposing contractor of the award by telephone. NCTA will also deliver a notification of award letter, either in person or send via certified mail.

After four (4) working days, the Contact Person will telephone the successful proposing contractor to determine if the notice of award was received. If the successful proposing contractor did not receive the letter, NCTA will immediately send a copy by certified mail. If the successful proposing contractor defaults or otherwise is unable to enter into a contract with NCTA, then NCTA will begin negotiations with the next highest ranked proposing contractor.

If all proposals are rejected, the Contact Person will send a letter to all proposing contractors informing them that all proposals on the project were rejected.

2.2.23 BOND REQUIREMENTS

The successful proposing contractor will have fourteen (14) calendar days after receipt of the notification of award to furnish the performance and payment bonds required in the notification of award letter.

3. QUALIFICATIONS REQUIREMENTS

3.1 RELEVANT SUCCESSFUL FIRM EXPERIENCE

3.1.1 SIMILAR PROJECTS

The proposing contractor shall describe their firm's qualifications and their major subcontractor's qualifications, referencing specific similar projects that were deployed by these firms.

3.1.2 MANAGEMENT EXPERIENCE

Sole proposing contractors shall demonstrate that they are qualified to manage project similar or larger in technology, magnitude and scope to the current operations as defined in Section II-Background of this RFP. They shall demonstrate their management expertise and financial wherewithal to properly maintain and operate this project.

3.1.3 PROJECT CONTACT

The proposing contractor shall identify the project contact. Information shall include the name and background of the Principal in Charge, firm name, home office address, telephone number, e-mail address for the primary contact person, former firm names (if any), and North Carolina office address (if different from home office) for each firm which is part of the proposing team. If a firm has branch offices, state which offices will be performing the majority of the work.

3.1.4 SUBCONTRACTORS

The proposing Contractor shall identify all proposed subcontractors for the project. Use of subcontractors shall be disclosed clearly. The same information required for proposing contractor's is required for major subcontractors. For purposes of this RFP, 'Major Subcontractor' is defined as the party performing any part of the contract that is either 15% or more of the total,

The proposal shall clearly describe the work to be performed by each subcontractor, and the percentage of the total effort that the work represents. Subcontractor substitutions shall require NCTA prior approval. Representatives of all subcontractors are encouraged to accompany the prime proposing contractor to the pre-bid meeting and site visits and to any oral presentation if the proposing contractor is required to give one. The Contractor shall require subcontractors to comply with the terms and conditions of this RFP and the resulting Contract Documents, including but not limited to the insurance terms set forth in the Contract Terms & Conditions Section of this RFP.

3.1.5 TOLL CUSTOMER SERVICE AND FERRY PHONE RESERVATION OPERATIONS

The proposing contractor shall provide a table of all related toll and call center projects during the past five (5) years. Each project identified by the proposing contractor shall include the Project Manager; a brief description including scope; number of accounts and transponders; call center volumes, project start and completion dates; and the name of the client project owner and telephone number. The names provided will be used as reference checks by NCTA.

3.1.6 TRAFFIC MANAGEMENT CENTER

The proposing contractor shall demonstrate firm-wide or management personnel experience in traffic management and safety operations of day-to-day activities for two (2) equal or larger in scope projects. Any statewide or regional project experience should also be included. Each project identified by the proposing contractor shall include the Project Manager; a brief description including scope; average number of incidents; call center volumes, project start

and completion dates; and the name of the client project owner and telephone number. The names provided will be used as reference checks by NCTA.

3.1.7 RELEVANT EXPERIENCE

NCTA is seeking information regarding the proposing contractor's relevant recent latest five (5) years of experience. The proposing contractor shall demonstrate at least three (3) prior successful projects of a similar responsibility level and contract value within the past five (5) years.

3.2 RELEVANT KEY PERSONNEL EXPERIENCE

3.2.1 KEY PERSONNEL

Key personnel are required to be on site and one hundred percent (100%) assigned to this project as of Notice to Proceed through the end of the Contract term. Resumes shall be provided for key personnel as identified below.

Program Manager: The proposing contractor shall appoint a Program Manager for the duration of the Contract who will be on site and who is capable of acting on the behalf of the Contractor. The Program Manager shall be the focal point for all correspondence and liaison activities. The Program Manager will be the lead in ensuring all requirements of the program and the objectives of the client are met.

In this role the Program Manager will plan, organize, budget, and manage the project staff. This position is responsible for all aspects of the project and the project success. The Program Manager will be the key contact for the NCTA program management team for all project functions. It is critical that this person work in unison with the NCTA management team in identifying areas for improvement to assure maximum efficiency and customer service levels.

The Program Manager shall have at least five (5) years of relevant experience. Information provided within the Program Manager's resume shall demonstrate the Program Manager's background, knowledge, competence and experience in all project areas.

Operations Manager: The Operations Manager is directly responsible for the daily operations of the Customer Service Center and Ferry Reservation Operations. This position is responsible for successfully managing the CSC and ferry departments, all associated personnel, operations of the store front, image review, and fulfillment office functions. This position is also responsible for monitoring trends in volumes to schedule staff appropriately.

Quality Control Manager: This position is responsible for the design and implementation of the quality control (QC) program. The comprehensive QC program will include a formal monitoring and audit package that will be consistently completed and reported to management. It is required that this position be one hundred percent (100%) dedicated to the QC program and not used for any other purposes.

Financial Analyst: The Financial Analyst is responsible for the development and implementation of strong financial controls and reporting on the project. This position is responsible for reconciling all project financial actives as well as all reciprocity settlements. The Financial Analyst will also work directly with NCDOT Accounting in providing all required information for accounting and inquiry purposes.

Traffic Operations Manager: Responsible for all aspects of the Control Room Operations program to include but is not limited to daily operations, personnel, equipment, program planning, safety policies, and logistics.

Upon receipt of Notice to Proceed (NTP), the successful Contractor must provide NCTA with the name and contact information of the designated **Contractor Contract Administrator**.

3.2.2 RESUMES

The proposing contractor shall provide the names and resumes of key personnel, including education, professional registrations [type, number, and state(s) where registered], years of experience, years with firm and actual work performed by the individual. The proposing contractors may use their own resume format as long as all the requested information is contained within the resume. The proposal shall also highlight the role of key personnel assigned to this project.

3.2.3 PROJECT COMMITMENT

The proposing contractor shall demonstrate their full commitment to NCTA goals in the proposed staffing selections and transition plan.

3.2.4 NCTA PERSONNEL APPROVAL/REPLACEMENT

In cases where key personnel depart firms, become incapacitated or perish, or fail to meet expectations, the Contractor shall gain approval and permission from NCTA for any proposed changes in personnel.

NCTA has the right to require a replacement of key personnel for convenience and without cause.

3.2.5 LIQUIDATED DAMAGES FOR REPLACEMENT OF KEY PERSONNEL

NCTA reserves the right to assess liquidated damages in the amount of twenty thousand dollars (\$20,000.00) for any key personnel that are changed within the first twelve (12) months following go-live should the personnel remain with the Contractor's organization in any form. Liquidated damages in the amount of ten thousand dollars (\$10,000.00) may be assessed for any key personnel that are changed during the second year following go-live should the personnel remain with the Contractor's organization in any form. These liquidated damages are on a per occurrence basis.

Contractor and NCTA acknowledge that such liquidated damages are reasonable in order to compensate NCTA for damages it will incur due to the replacement of key personnel relied on to perform work under the Contract. Such damages include loss of use, enjoyment and benefit of work under the contract and injury to the credibility and reputation of the NCTA's toll operation services with policy makers and the general public who depend on and expect availability of service. Injury to credibility and reputation may directly result in loss of revenue for tolls incurred on NCTA facilities and additional costs administering the Contract.

Contractor further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the scope of work under the Contract and the unavailability of a substitute for it.

3.3 FINANCIAL STABILITY AND RESOURCES

3.3.1 ADEQUATE FINANCIAL RESOURCES

Proposing prime contractors shall furnish NCTA with financial documentation demonstrating that they possess adequate financial resource necessary for this project, to include the ability to finance and implement the project, obtain the required bonding and provide proof of insurance.

3.3.2 FINANCIAL DOCUMENTATION

All proposing contractors must furnish NCTA with financial documentation demonstrating that they possess adequate financial resource necessary for this project, to include ability to gain bonding and proof of insurance. To this end, proposing prime contractors and major

subcontractors shall provide most current audited financial statement (not more than twelve (12) months old) which shall include, but is not necessarily limited to, an Opinion of the Certified Public Accountant on the statement(s), a Balance Sheet, an Income Statement, a Statement of Cash Flows, Notes to Financial Statement(s), a Statement of Direct (Operational) Costs and a Statement of Indirect (General and Administrative) Costs and other financial information necessary for the NCTA/NCDOT to determine financial adequacy of the firm(s). Though an "unqualified opinion" is highly desirable, in the case of a "qualified opinion," NCTA reserves the right to evaluate the qualifications and at its sole discretion, either accept or disqualify the proposer. If a proposing contractor is unable to provide statements according to US GAAP because financial results are prepared according to IFRS, the IFRS Financial Statements are acceptable if the proposing contractor has an Audit Report performed by an internationally recognized CPA firm or equivalent.

3.3.3 SSAE 16 AUDIT

SSAE 16 Audit: The successful Contractor will be required to submit a Service Auditor's Report (Type II) prepared in accordance with, and resulting from an audit according to Statement on Standards for Attestation Engagements No. 16 (SSAE 16), Reporting on Controls at a Service Level Organization. SSAE 16 has replaced the old Statement on Auditing Standards No.70 (SAS 70), Service Organization Reports. The old Service Organization Reports of SAS 70 are replaced with Service Organization Control (SOC) Reports of SSAE 16. The intent of the SSAE 16 is to produce a report that allows a reader to understand the Control Environment and control activities of the service provider. There are three SOC Reports and two Types.

The SSAE 16 various SOC Reports address the following:

- SOC 1 Report - Internal Controls over Financial Reporting
- SOC 2 Report - Internal Controls Relevant to Security, Availability, Processing Integrity, and Confidentiality or Privacy.
- SOC 3 Report – Trust Services Report for Service Organizations

The SSAE 16 Report Types are:

- Type 1 – Report on service organization's management description of its system and control design.
- Type 2 – Report also includes reporting on operating effectiveness of its controls.

3.4 REGISTRATION TO CONDUCT BUSINESS IN NORTH CAROLINA

Proposing contractors and major subcontractors wishing to be considered shall be properly registered and licensed to conduct business in the State of North Carolina with the Office of the Secretary of State or provide proof that the registration application has been submitted at the time the proposal is submitted. The successful proposer must be fully registered and licensed to conduct business in NC upon execution of the contract. It is the responsibility of the proposing contractors to verify the registration of any corporate subsidiary or major subcontractor within the requirements described above.

3.5 DISADVANTAGED, MINORITY, WOMEN BUSINESS ENTERPRISES (RACE AND GENDER NEUTRAL)

3.5.1 POLICY

It is the policy of the NCTA that small businesses shall have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by federal and State funds.

NCTA is committed to its annual aspiration goal(s) set on all federally-assisted and State funded contracts. Professional Services Contracts are race and gender neutral and do not contain goals. However, the firm is encouraged to give every opportunity to allow DBE/MBE/WBE subconsultant participation on all contracts and supplemental agreements.

3.5.2 OBLIGATION

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

3.5.3 PARTICIPATION

Specific project goals are not established for Professional Services agreements as identified in the scope of work for this Contract. However, the Department encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by NCDOT. All DBE/MBE and WBE firms currently certified by the NCDOT Unified Certification Program (UCP) automatically qualify as a SPSF.

3.5.4 LISTING OF SUBCONSULTANTS

The proposing contractor, at the time of proposal submittal, shall submit a list of all known small professional service firms (SPSF) that will participate in the performance of the identified work. The participation of each SPSF shall be submitted on a separate Form RS-2. In the event the firm has no SPSF/subconsultant participation, the proposing contractor shall indicate this on the form RS-2 by entering the word '**none**' or the number '**zero**' and the form shall be signed and submitted with the Technical Proposal. Form RS-2 may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>. This form is a standard NCDOT form. See form instructions for each requirement. For TIP enter the "Type of Work"; for "Submitted by" enter subcontractor name and name of person responsible for subcontractor performance; for "Recommended by" enter name of prime and person responsible for delivery of services. See instruction no. 7 on form. An RS-2 is required for all subcontractors whether or not they are considered an SPSF entity.

3.5.5 DIRECTORY OF APPROVED TRANSPORTATION FIRMS

Real-time information about firms doing business with the Department, and the firms that are pre-qualified and approved through North Carolina's Prequalification Unit, is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. The reference site relates to firms qualified to do business with NCDOT, which is utilized by NCTA. Only firms identified as small business professional consulting firms (SPSF) and approved (certified and pre-qualified) in the Directory will be considered for subconsultant utilization.

3.5.6 REPORTING PARTICIPATION

When payments are made to subconsultants, including material suppliers, firms at all levels (Contractor or subcontractor) shall provide NCTA's contract administrator (the addressee for invoices under these contracts) with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word '**none**' or the number '**zero**' and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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

4 PROPOSAL EVALUATION

4.1 OVERVIEW

4.1.1 "Best Value" procurement methods are authorized by N.C.G.S. §143-135.9. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Contractor's proposal; the Contractor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable contractors to offer and the NCTA to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of procurement.

4.1.2 Source selection. A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award the Contract to the vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

1. The Evaluation Committee may request clarifications, an interview with or presentation from any or all contractors. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any contractor. Contractors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Contractors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the proposal.
2. Evaluation Process Explanation. NCTA/NCDOT will review all proposals. All proposals will be initially classified as being responsive or non-responsive. If a proposal is found non-responsive, it will not be considered further. All responsive proposals will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or proposal shall have specific page numbers and sections stated in the reference.
 - a. Pass/Fail Screening. Proposals will be reviewed for conformance to the instructions regarding organizational format and responsiveness to the requirements set forth in the RFP, based on the pass/fail and responsiveness criteria set forth below. Any Proposal that fails to meet minimum requirements on this portion of the evaluation may be disqualified and will not be evaluated further. Proposing contractors that did not meet the Pass / Fail Screening will be notified immediately after the screening is complete.
 - i. **General Format and Responsiveness.** Proposals will be reviewed for the following:
 - minor irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposal;
 - conformance to the RFP instructions regarding organization and format; and
 - responsiveness of the Proposal to the requirements set forth in the RFP.Only complete responses containing the required submittal documents and meeting minimum requirements will be considered. Minor omissions, inconsistencies or deviations may be waived at NCTA's discretion. Responses that do not meet the minimum requirements set out in the RFP will be disqualified.
 - ii. **Qualifications Requirements.** If the Proposer's Statement of Qualifications demonstrates three (3) years of similar services performed within the last five (5) years, the response will be further evaluated. Proposers that do not clearly demonstrate that they meet the qualification criteria will be disqualified.
 - iii. **Proposer References.** The Proposal may be disqualified if NCTA is unable to verify qualification and experience requirements from the Proposer's references. The Proposal may be disqualified if NCTA receives any negative responses.

NCTA will exercise its sole discretion and judgment with respect to the evaluation of references.

- iv. **Financial Information.** NCTA will review the Proposer's financial statements to evaluate the sufficiency of the Proposer's financial resources and ability to perform the contract or provide the service required in the RFP. Factors to be reviewed are listed in section I-3.3.2. The response may be disqualified if NCTA finds the Proposer is not in good financial standing. NCTA will be the sole judge in determining the sufficiency of the Proposer's financial resources and ability to perform under the Contract.

- b. **Minimum Pre-Qualifications.** Technical Proposals will subsequently be reviewed in Proposal Sections I through IV to ensure that the proposing contractor meets the project qualifications and would likely be able to enter into a contract with NCTA.

3. To be eligible for consideration, a proposing contractor must meet the intent of all requirements. Compliance with the intent of all requirements will be determined by the NCTA. Responses that do not meet the full intent of all requirements listed in this RFP may be deemed deficient. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

4. Contractors are advised that the NCTA is not obligated to ask for, or accept after the closing date for receipt of proposal, data that is essential for a complete and thorough evaluation of the proposal.

4.1.3 Best and Final Offers (BAFO). If negotiations or subsequent offers are solicited, the contractors shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive contractor from further consideration. The State may establish a competitive range based upon evaluations of proposals, and request BAFOs from the contractors within this range; e.g. "Finalist Contractors". The State will evaluate BAFOs and add any additional weight to the contractors' respective proposals. Additional weight awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned weights to attain their final ranking.

4.1.4 A contractor may be disqualified from any evaluation or award if the contractor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.

4.2 TECHNICAL PROPOSAL EVALUATION

4.2.1 QUANTITATIVE APPRAISAL/RANKING

The evaluation process will consist of a quantitative appraisal and ranking of the Technical Proposals in order to ascertain which proposing contractors best meet NCTA's requirements. The Technical Proposals will be evaluated on their material content and their responsiveness to the Scope of Work set forth in this document. The Evaluation Committee will review and evaluate the Technical Proposals and the other related contract information submitted to ensure that the proposing contractors understand the Performance Specifications and Scope of Work, and have clearly expressed their intent to meet the requirements of the Contract.

4.2.2 INITIAL TECHNICAL SCORING

Following Technical Proposal review, the Evaluation Committee will score the proposals according **Table I.2**. Technical Proposals will be ranked.

4.2.3 NON-COMPLIANT

Any Technical Proposals scored below 400 out of 650 will be considered non-compliant and will not be considered further to move onto oral presentations.

4.2.4 ORAL PRESENTATIONS AND INTERVIEWS

NCTA will invite proposing contractors that qualify with a minimum of 400 points to participate in Oral Presentations and Interviews. The Oral presentations will provide an opportunity for the proposing contractor to emphasize points considered critical and to address questions that arise in the question and answer process. Oral presentations will have a maximum score of 50 points and will provide an opportunity to the Evaluation Committee to re-consider their initial Technical Proposal scores.

4.3 PRICE PROPOSAL EVALUATION**4.3.1 SCORE**

After compilation of the scores for Technical Proposals and Oral presentations, the Evaluation Committee will open the sealed Price Proposals related to Technical Proposals that score 400 points or more.

4.3.2 EVALUATION

The Evaluation Committee will evaluate the Price Proposals for:

1. Completeness of the Price Proposal packages
2. Balanced proposal prices

4.4 CONSOLIDATED TECHNICAL AND PRICE EVALUATIONS**4.4.1 TECHNICAL VS. PRICE WEIGHTS**

The Technical Proposals will be weighted at seventy percent (70%) of the total score on a 1,000 point scale.

4.4.2 SCORE CALCULATION

Price scores are calculated by: $(\text{lowest price} / \text{proposed price}) \times 300$.

4.4.3 FINAL SCORING

The overall proposals are scored as shown on **Table I.2**.

TABLE I.2 PROPOSAL SCORING	
Proposal Element	Maximum Score
Firm Qualifications	100
Key Personnel Qualifications	125
Financial Stability/Resources	50
Toll Customer Service Center Operations	150
Traffic Management Center Operations	50
Ferry Phone Reservation Operations	25
Transition Plan Approach	45
Reporting Approach/Samples	60
Quality Control Plan Approach	45
MAXIMUM POSSIBLE TECHNICAL POINTS	650
MINIMUM POINTS REQUIRED TO QUALIFY FOR ORALS	400
Orals	50
MAXIMUM POSSIBLE TECHNICAL/ORAL POINTS	700
MAXIMUM POSSIBLE PRICE POINTS	300
MAXIMUM TOTAL POSSIBLE POINTS	1000

5 AWARD AND EXECUTION OF CONTRACT

5.1 AWARD OF CONTRACT

Qualified proposals will be evaluated and acceptance may be made in accordance with Best Value procurement practices as defined by GS §143-135.9 and applicable administrative rules. The responsible contractor whose proposal is most advantageous to the NCTA, taking into consideration the evaluation factors herein, will be recommended for Contract award. Unless otherwise specified by the NCTA or the contractor, the NCTA reserves the right to accept any item or group of items on a multi-item proposal.

5.2 NEGOTIATION AND EXECUTION OF THE CONTRACT

NCTA will begin negotiations with the firm whose proposal was selected as most advantageous NCTA. If negotiations are not successful with that company or said proposing contractor does not execute the Contract, the NCTA may elect to negotiate with the second most advantageous firm(s), and likewise the third most advantageous firm(s). If NCTA so chooses, it may re-advertise the project.

NCTA will issue original contracts for execution by the Contractor. After the Contract is executed by NCTA, a duplicate copy will be mailed back to the Contractor. The original copies will be retained in the NCTA Office.

The Interactive Purchasing System (IPS) allows the public to retrieve proposal award information electronically from our Internet web site:

<https://www.ips.state.nc.us/IPS/BidNumberSearch.aspx>. Enter the NCTA prefix-proposal number (54-PB-20130318), and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

5.3 BONDING REQUIREMENTS

All bid and performance bonds will be handled as provided for in the current North Carolina Department of Transportation Specifications and the following procedures. The Authority Bid Bond form is available on NCDOT website: <https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx>. All bid bonds will be retained by the NCTA Director of Customer Service and Financial Controls or his designee and handled as follows:

The proposing contractor shall submit with its Price Proposal a bid bond or bid deposit in the amount of at least five percent (5%) of the amount of the Price Proposal. The bid bond is subject to full or partial forfeiture if the winning contractor fails to either execute the contract or provide the required performance and payment bonds. The proposing contractor shall submit evidence that it is capable of obtaining contract payment and performance bonds in an amount equal to one hundred percent (100%) of year one's Contract lump sum price. Each year the performance bond shall be renewed in the amount of the subsequent year's lump sum Contract price. A surety letter submitted with the proposal is acceptable evidence of the bond requirement. Corporate guarantees will not be acceptable in lieu of bonds.

An annually renewable Payment and Performance (P&P) bond would be sufficient, with a renewal date sixty (60) days prior to end of upcoming Contract period.

1. All bid bonds will be retained by the NCTA until the Contract bonds are furnished by the successful proposing Contractor. After such time, all bid bonds will be destroyed, unless the individual bid bond forms contains a note indicating that the bonds be returned to the Contractor or Surety.

2. All certified and cashiers checks submitted in lieu of bid bonds will be hand carried by the NCTA Director of Customer Service and Financial Controls or his designee to the NCTA Controller with a cover letter requesting that the check is deposited. After the Secretary of Transportation or his designee approves the rankings of Proposals, the NCTA Director of Customer Service and Financial Controls or his designee will send a letter to the Controller requesting him to issue a refund check to each proposing contractor who was not one of the top-ranked proposing contractors. After contract payment and performance bonds are received by the NCTA Director of Customer Service and Financial Controls or his designee, a letter will be sent from the NCTA Director of Customer Service and Financial Controls or his designee to the Controller requesting him to issue a refund check to each proposing contractor which provided the required payment and performance bonds.
3. The refund check will be transmitted from the Controller to the proposing contractor by letter and a copy of the letter will be sent to the NCTA Director of Customer Service and Financial Controls or his designee. Each proposing contractor further understands and agrees that if they should refuse or be unable to enter into the Contract as provided herein; should refuse or be unable to furnish adequate and acceptable insurance as provided in the Contract Documents; should refuse or be unable to secure payment and performance bonds within fourteen (14) calendar days after notice of award as provided in the Contract Documents; or should refuse or be unable to furnish any commitments made in its Proposal, it may result in forfeiture of its bid bonds, at the sole discretion of the NCTA.

5.4 PROTEST PROCEDURE

5.4.1 RIGHT TO PROTEST

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

5.4.2 PROTEST FILING

1. Protests must be received in this office within thirty (30) calendar days from the date of the Contract award and provide specific reasons and any supporting documentation for the protest.
2. All protests shall be in writing and filed with the Contact Person. Any protest not set forth in writing, including oral objections, is not a protest and shall be null and void.
3. All protests shall include the following: 1) Name and Address of Protestor; 2) Proposal or Contract Number; 3) Reasons for protest; and 4) Supporting exhibits, evidence or documents to support the protest.
4. All Proposals shall be irrevocable until final administrative and judicial disposition of a protest.

Protest Submittal Requirements – Refer to NCDOT/NCTA Procurement Policies in **Appendix C**.

6 ABBREVIATIONS

TABLE I.3 ABBREVIATIONS SUMMARY	
AET	All Electronic Tolling
ATC	Alternative Technical Concept
ATMS	Advanced Traffic Management System
BOS	Back Office System
BAFO	Best And Final Offer
BBM	Bill By Mail
CAD	Computer Aided Dispatch
CCTV	Closed Circuit Television
CSC	Customer Service Center
CSR	Customer Service Representative
DBE	Disadvantaged Business Enterprise
DMS	Dynamic Message Signs
EST	Eastern Standard Time
ETC	Electronic Toll Collection
FTE	Full Time Employee
HR	Human Resource
IMAP	Incident Management Assistance Patrol
IPS	Interactive Purchasing System
ITS	Intelligent Transportation System
IVR	Interactive Voice Response
MBE	Minority-Owned Business Enterprises
MVD	Microwave Vehicle Detector
NCDOT	North Carolina Department of Transportation
NCDMV	North Carolina Department of Motor Vehicles
NCSHP	North Carolina State Highway Patrol
NCTA	North Carolina Turnpike Authority
NTP	Notice to Proceed
PCI	Payment Card Industry
PCI DSS	PCI Data Security Standard
P3	Public Private Partnership
P&P	Payment & Performance
QC	Quality Control
RF	Radio Frequency
RFP	Request for Proposal
ROI	Region of Interest
RTCS	Roadside Toll Collection System
RWIS	Roadway Weather Information System
SPSF	Small Professional Services Firm
SOP	Standard Operating Procedures
STOC	Statewide Transportation Operations Center
TIMS	Traffic Incident Management System
TMC	Traffic Management Center
UCP	Unified Certification Program
URV	Unregistered Video
USDOT	United States Department of Transportation
VIPER	Voice Interoperability Plan for Emergency Responders
VPC	Video Processing Center
VPS	Video Processing System
VTS	Video Tolling System
WBE	Women-Owned Business Enterprises

7 DEFINITIONS

511: 511 is a toll free traveler information hotline. For more information visit: <http://www.ncdot.gov/travel/511/>.

877-DOT-4YOU: A NCDOT too-free customer service line that operates from 8 AM to 5 PM Monday through Friday. For more information visit: <http://www.ncdot.gov/contact/>.

Agreement: The written contract between the NCTA and the respective Contractor covering the Scope of Work and the other Contract Documents attached to the Agreement and made a part thereof. Also referred to as Contract.

Alternative Technical Concept (ATC): An alternative technical concept is a private query to the NCTA that requests a variance to the requirements of the RFP, or other documents incorporated into the contract by reference, that is equal or better in quality or effect as determined by the NCTA in its sole discretion and that have been used elsewhere under comparable circumstances.

Authority: Refers to the North Carolina Turnpike Authority

Back Office System (BOS): Hardware and software provided under the Contractor to support the customer service and video processing activities provided by the CSC and VPC.

Bill by Mail (BBM) Invoice: A statement identifying unpaid tolls and/or administrative fees/civil penalties sent to the owner of a vehicle that has utilized an all-electric toll facility in NC

Business Policies and Procedures: A set of policies and procedures established by the NCTA/NCDOT that defines how operations will be processed.

Confidential Question: A confidential question is defined as a private query to the NCTA containing information whose disclosure could alert others to certain details of doing business in a particular manner.

Contractor: The person, firm, corporation or entity undertaking the execution of the Work identified in the terms of the Agreement and with whom NCTA has entered into an Agreement.

Correspondence: Any and all information written or soft copy sent to and from the CSC.

Customer Service Center (CSC): The facility that houses the equipment, software, and personnel required to establish, manage, and maintain customer accounts; provide customer service and ferry phone reservations; process Unregistered Video transactions and license plate images, and prepare customer notifications for Bill by Mail invoices in accordance with the NCTA's Business Policies and Procedures. Also the integrated system that contains infrastructure equipment, software, and services required to manage customer accounts, process toll payments, obtain correct account, name and address information, and prepare billing and invoicing for payment processing. The CSC is used generically to designate full account management services provided by the BOS for Transponder and Registered Video accounts.

Department: Refers to the North Carolina Department of Transportation (NCDOT).

Disadvantaged Business Enterprise (DBE): A firm certified through the federally-mandated North Carolina Unified Certification Program.

Division of Motor Vehicles (NC DMV): A division of the NCDOT, responsible for providing registered vehicle registration information for unregistered video toll transaction notification and vehicle registration suspension.

Electronic Toll Collection (ETC): A system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a toll revenue collection system.

Ferry Division: A division of the North Carolina Department of Transportation.

Form RS-2: Form to be completed showing the participation of all known consultants and subconsultants (SPSFs) who will participate in the performance of the identified work. Form RS-2 and/or Sub Consultant form RS-2 should be included in Technical Proposal Volume 1 – Section 3.2.4.

Form DBE-IS: Form required to record payments made to subconsultants (SPSFs), including material suppliers. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS).

General Ledger (GL): The General Ledger is the main accounting record of a business which uses double-entry bookkeeping. It usually includes accounts for such items as current assets, fixed assets, liabilities, revenue and expense items, gains and losses. The General Ledger System is maintained by NCTA on its Financial Management System (FMS).

Hot List Vehicle: A vehicle identified by its license plate image as part of the RTCS as a target of law enforcement or other governmental authorities with proper jurisdiction, and flagged for immediate notification in near-real time from the moment of detection up to the Toll Facility Host and its configurable notification / alarm system. A Hot List Vehicle license plate may be a Transponder, Registered Video or Unregistered license plate.

Image File: A file consisting of digital images for processing by the OCR and by human review.

Minority-Owned and Women-Owned Business Enterprises (MBE/WBE): Firms certified through the state-mandated North Carolina Unified Certification Program.

North Carolina Department of Transportation (NCDOT): The state agency of which the NCTA is a department within.

NCTA Designated Representatives: Person or persons authorized by the NCTA to represent NCTA in all dealings with the Contractor.

NCTA Operations Center: Synonymous with the Customer Service Center.

North Carolina Unified Certification Program (UCP): A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a SPSF certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Operations: The operations and related services required to be furnished by the Operations Contractor pursuant to Contract Documents

PCI Data Security Standard (PCI DSS): Is the guideline to help organizations that process card payments prevent credit card fraud, hacking and various other security vulnerabilities and threats. A company processing, storing, or transmitting payment card data must be PCI DSS compliant or risk losing their ability to process credit card payments and being audited and/or fined.

Processing Fee: The fee that is imposed by NCTA for the processing of a Bill by Mail invoice for the non-payment of any toll transactions.

Registered Video (RV): The image of a license plate that is associated with and processed against a Registered Video Tolling Account.

Registered Video Tolling Account: An account established by an Authority customer for the payment of tolls based upon the license plate of the account holder. Such accounts are similar to the Transponder accounts; however there may be an additional fee for processing the license plates.

Revenue Day: The 24-hour toll collection day expressed from 00:00:00 AM to 11:59:59 PM in military time.

The Roadside Toll Collection System (RTCS): The complete, functioning, state-of-the-art all-electronic toll system based on Transponder / Electronic Toll Collection (ETC) and video processing for identification of vehicles, for every toll zone on the Triangle Expressway. The major function of the roadside system is to accurately detect, classify and identify every vehicle passing through toll zones.

Small Professional Services Firm (SPSF): Small professional subconsultant firms who have been certified by the Unified Certification Program administered by NCDOT, and prequalified by the North Carolina Prequalification Unit.

State: Shall mean the State of North Carolina, the North Carolina Turnpike Authority (NCTA) as an Authority or in its capacity as the Award Authority.

Traffic Management Center (TMC): The Traffic Management Center is the hub of the NCTA traffic management system, where information about the toll system network is collected and combined with other operational and control data to manage the toll system network and to produce traveler information.

Transponder: All Transponders issued and supported by the RTCS RF antenna(s) and reader equipment installed for a toll lane.

Transponder Registered License Plate: A license plate from a video image transaction which is associated with a Transponder account recognized by the NCTA.

Unregistered Video (URV): A video transaction that was an apparent Registered Video transaction at the time it was created at the lane but after image review process the license plate was determined to belong to a non-customer and the Registered Video was converted to an Unregistered Video toll transaction and billed to the non-customer according to NCTA's Business Rules.

USDOT: United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Video Image Toll: The toll for which a video image was used to identify the vehicle and was not processed and posted against a valid Transponder account with a matching license plate.

Video Processing Center (VPC): This term is synonymous with the CSC and is the generic term used to describe the location where toll video images are processed.

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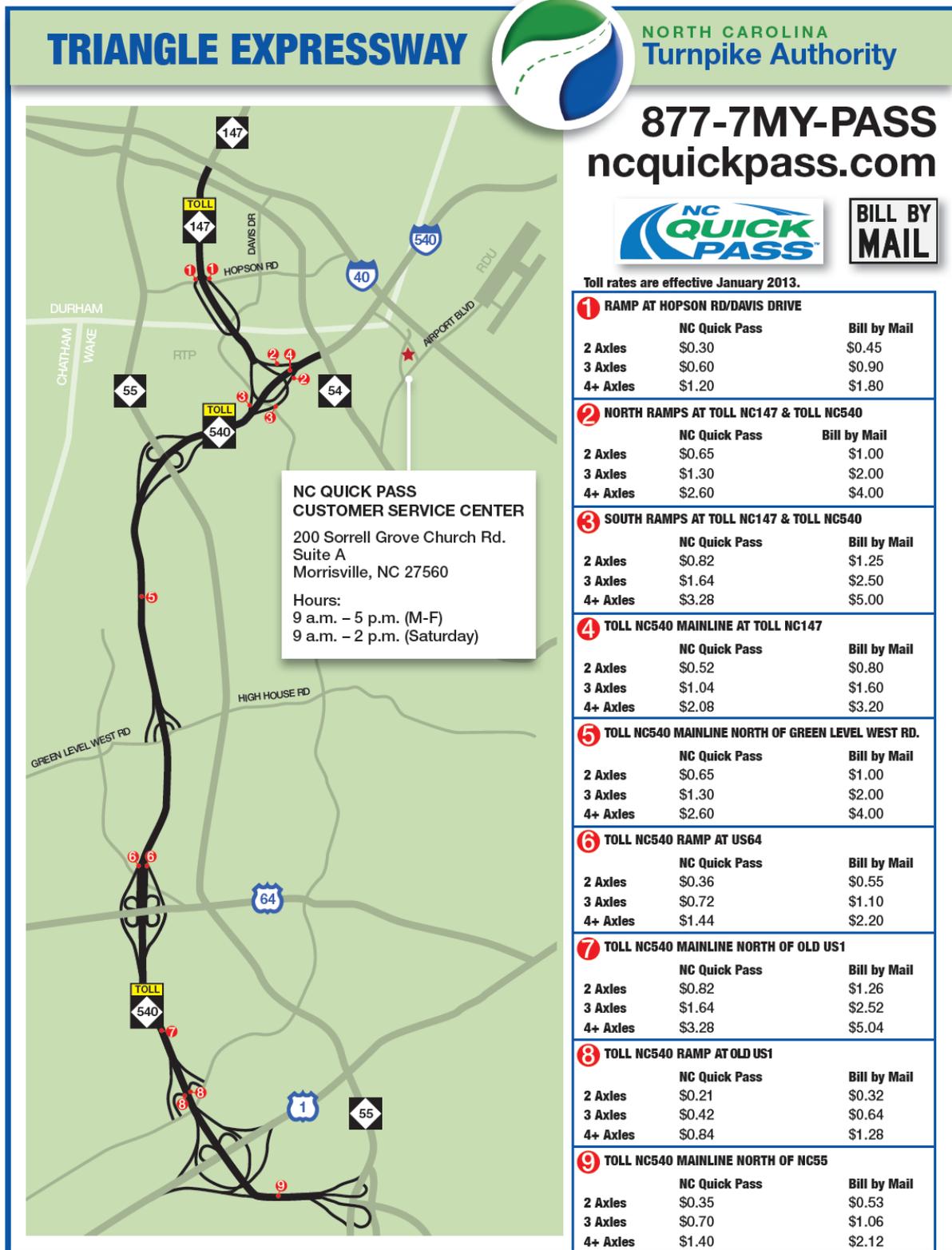
1. EXISTING TOLL FACILITIES

The Triangle Expressway is currently the only operational toll facility in North Carolina. This facility was designed and constructed to improve commuter mobility, accessibility and connectivity to Western Wake County and the Research Triangle Park while reducing congestion on the existing north-south routes that serve the Triangle Region, primarily NC 55 and NC 54. Proposers are encouraged to visit the Turnpike website at <http://www.ncdot.gov/turnpike/projects/> for information pertaining to the Triangle Expressway. **Table II.1** below presents the phases used to build the project, the roadway sections by phase, and roadway opening and tolling dates.

Phase	Roadway Section	Opened to Public	Tolling Began
Phase I	Connects N.C. 540 between N.C. 54 and N.C. 55 in Morrisville to NC147 at I-40	December 8, 2011	January 3, 2012
Phase II	Connects N.C. 540 between N.C. 55 and U.S. 64 in Apex	August 1, 2012	August 2, 2012
Phase III	Connects N.C. 540 between U.S. 64 in Apex to N.C. 55 Bypass in Holly Springs	December 20, 2012	January 2, 2013

A project map is provided as **Figure II.1**.

Figure II.1- Triangle Expressway Project Map



2. POTENTIAL PROGRAM EXPANSIONS

The State's Toll Customer Service, Traffic Management Center (TMC) and Ferry operations have the potential to expand throughout the life of the Contract. North Carolina Turnpike Authority (NCTA) reserves the right to solicit separate proposals for each future program expansions/additional projects or utilize the selected Contractor from this procurement.

2.1 TOLL PROJECTS

The NCTA is authorized to study, plan, develop, construct, operate and maintain various toll projects, including those listed below. Visit the Turnpike website for the status of each project at <http://www.ncdot.gov/turnpike/projects>.

1. Triangle Expressway Southeast Extension
2. Monroe Bypass
3. Mid-Currituck Bridge
4. Garden Parkway
5. Cape Fear Skyway

Additionally, NCTA and North Carolina Department of Transportation (NCDOT) will be investigating managed lane/HOT lane projects, including, but not limited to, US 74 and I-77, throughout the State as well as continued expansion of interoperability throughout the U.S.

2.2 TRAFFIC MANAGEMENT CENTER EXPANSIONS

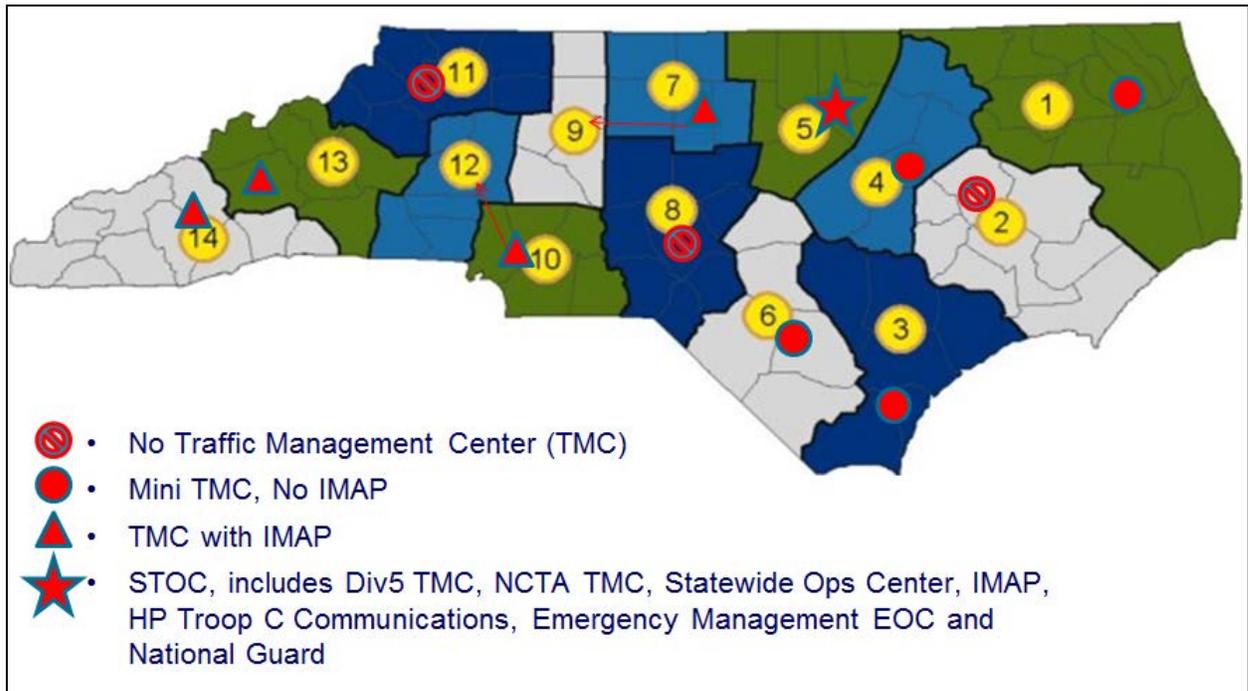
In addition to the current TMC operations for the Triangle Expressway managed by NCTA, NCDOT is interested in obtaining information in regards to potential future expansions/consolidations of TMC operations to other regions of the state. Currently, NCDOT has traffic management operations in:

- Raleigh (including Statewide Transportation Operations Center (STOC), Triangle Regional Traffic Management Center and NCDOT Customer Service Center),
- Greensboro (covering the Greensboro, Winston-Salem, High Point region),
- Charlotte (covering the Metrolina region of the state) along with smaller Traffic Management Centers that dispatch IMAP service patrols in the Asheville and mountain regions of the state and the soon to be added Wilmington area.

In addition to providing Incident Management Assistance Patrol (IMAP) dispatch and incident management coordination in the TMC areas, the STOC provides coordination between the TMC regions of the state and provides backup ITS and traveler information operations to the rural areas of the state. Currently, there are 79 IMAP operators (not part of this RFP) that are dispatched approximately 70,000 times/year across the state by the various regions. This dispatch is currently over an area covering approximately 700 miles across the state.

Current operations in the fourteen (14) NCDOT Divisions are depicted in **Figure II.2**.

Figure II.2- Statewide TMC Operations by NCDOT Division



2.3 FERRY OPERATIONS

In 2011 NCTA and NCDOT Ferry Division were tasked with a three phase approach to enhance and make more efficient ferry system fare collection.

Phase 1 which was implemented in February 2012 consisted of relocating the North Carolina Ferry Reservation System and call center to the NC Quick Pass Customer Service Center in Morrisville, NC.

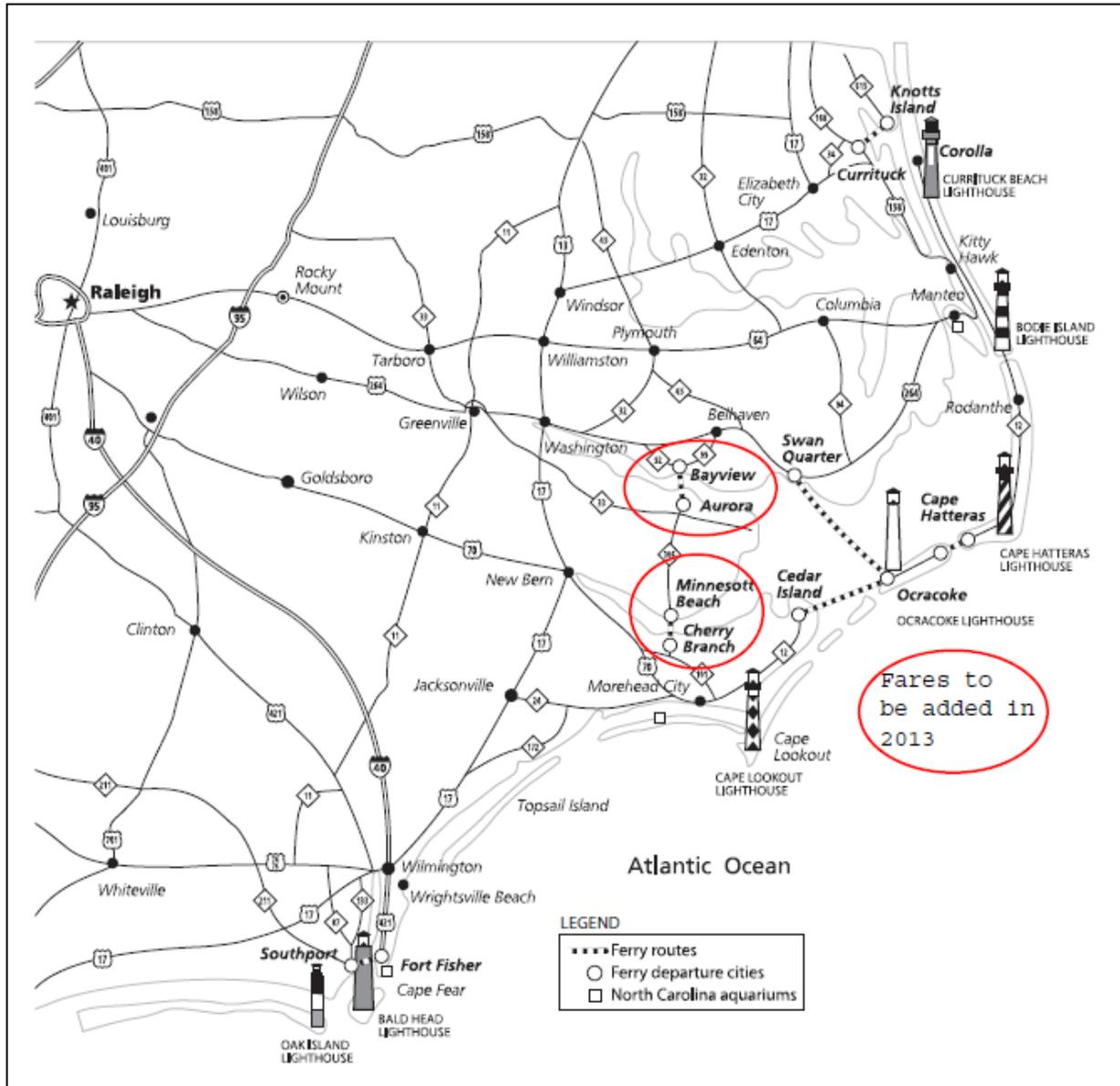
Phase 2 is schedule for deployment July 2013 and includes the addition of cash fare collection to the following terminals:

1. Cherry Branch to Minnesott Beach
2. Bay View to Aurora (also referred to as Pamlico River)

Phase 3 will involve upgrading the existing reservation system to an auditable automated fare collection system.

Refer to **Figure II.3** for NC Ferry Terminal locations.

Figure II.3-NC Ferry Terminals



3. CURRENT OPERATIONS

Historical project data which reflects volumes for all operational areas can be found in **Appendix D**. NCTA will seek to continue to provide updated reports with the most recent information throughout the procurement process.

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1. OPERATIONS OVERVIEW

The Contractor shall represent the North Carolina Turnpike Authority (NCTA) and shall be responsible for all toll (NC Quick Pass) operations, Traffic Management Center (TMC) staffing for State toll facilities, and North Carolina Department of Transportation (NCDOT) ferry phone reservation operations. This will include the build-out of adjacent office space, facility management, maintenance and operations of the NC Quick Pass Customer Service Center (CSC) and potentially future statewide storefronts. The NC Quick Pass CSC is currently located at 200 Sorrell Grove Church Road, Suite A, Morrisville, NC. The CSC includes all tolling back office operations as well as the ferry phone reservation operation.

TMC operations will occur within an area of the Statewide Transportation Operations Center (STOC) designated for TMC operations located at NC National Guard Headquarters, 1636 Gold Star Drive, Raleigh, NC. The TMC is the off-roadway portion of the Intelligent Transportation System (ITS) that will support NCTA roadway operations on toll facilities statewide. Off-roadway traffic operations will be handled by the Contractor through the staffing of the TMC.

The Contractor shall be experienced and knowledgeable in toll industry back office operations, call center practices, TMC operations, and shall provide trained, competent and courteous managers, supervisors and staff to assist toll and ferry customers. The Contractor shall ensure that NCTA customers and the motoring public are served in an efficient and courteous manner in uniform compliance with approved procedures and practices.

1.1 TOLL OPERATIONS

Toll Operations include all operational facets of the CSC. The CSC handles:

- account establishment and management services,
- call center,
- mailroom operations,
- transponder inventory,
- customer communications (email and letter),
- image review,
- interoperability/reciprocity management,
- financial management and reconciliation,
- North Carolina Department of Motor Vehicles (NC DMV) registration hold/release interface,
- video toll invoicing,
- quality control, revenue collection through a collection agency; and
- reporting to NCTA/NCDOT

All system generated correspondence (statements, invoices, notices, etc.) is processed through a third party mail house. The Contractor will be responsible for reviewing samples of all outgoing correspondence to assure accuracy and notifying NCTA and the Back Office System (BOS) vendor of any issues discovered.

1.2 TRAFFIC MANAGEMENT CENTER

Traffic Management Center Operations will consist of:

- human detection, verification, response, clearance and management of planned and unplanned roadway incidents;
- the dispatch of Incident Management Assistance Patrol (IMAP), highway patrol and other emergency resources, including ITS, toll, facility and roadway maintenance personnel;
- monitoring and verification of ITS and toll system performance;

- assisting toll operations with image review; and
- monitoring/control/dissemination of data to and from roadside cameras, traffic detectors, roadway weather information system, and dynamic signs, including running performance and tracking reports.

1.3 FERRY OPERATIONS

Ferry Operations include staffing and managing the ferry phone reservation operation. The Contractor will monitor phone volumes and staff accordingly to meet all performance requirements.

2. SCOPE OF WORK-TOLL CUSTOMER SERVICE OPERATIONS

The Contractor is responsible for managing all areas as described in subsequent sections. It is vital that the Contractor have a detailed understanding of the NC Quick Pass Business Policies and how they are applied to each area described below. The most current business policies can be found in **Appendix E**. It is also expected that the Contractor shall make operational, system and/or business policy change recommendations to NCTA whenever there is an opportunity to increase efficiency and/or levels of customer service. NCTA shall evaluate the recommendations as to cost and effects on the customers and work with the Contractor to make a final decision. It will be the responsibility of the Contractor to document any approved changes in all Operations documents. These modifications must be finalized within thirty (30) calendar days of NCTA's approval.

2.1 CSC/STOREFRONT LEASE

2.1.1 Lease

The Contractor shall assume the current unexpired lease of the CSC and will work with the existing Operations contractor during the transition period on lease assumption. Payments for office space expenses such as the lease payments and utilities shall be invoiced as pass through direct costs with no markup or administrative fees.

2.1.2 CSC Expansions Store Fronts

The Contractor will be responsible for any lease of future CSC expansions or storefront locations. The Contractor shall work closely with NCTA in selecting any future storefront locations and will be responsible for negotiating and executing the lease. All future leases shall be assignable to NCTA or a third party. The Contractor shall seek competitive prices for leases and services. Payments for office space expenses such as the lease payments and utilities shall be invoiced as pass through direct costs with no markup or administrative fees.

The CSC is expected to grow to support all NCTA facilities, and will support multiple storefronts in appropriate retail areas as selected by Contractor and NCTA, at least one in the proximity of each toll facility. Janitorial Services to maintain the work environment in a clean, professional appearance of the Operations Center/CSC must be included as part of the lease agreement. The Contractor shall be responsible for site selection, design and build-out of any CSC expansion or new storefront locations. This shall include, but is not limited to, any modifications or build out to workstation layout, furniture, office equipment cubicles, file cabinets, office supplies, furnishings and fixtures for workstations, and coordination with the BOS contractor to support provision of the system and workstations themselves. All costs associated with the site selection, procurement, design and build-out shall be a direct pass-through to NCTA. All site locations, leases, designs and costs are subject to NCTA approval before any reimbursable expenditure or build-out expenses are incurred.

2.2 HOURS OF OPERATIONS

Current hours of toll operations at the CSC call center and storefront are:

- Monday through Friday - 9 am to 5 pm
- Saturday - 9 am to 2 pm
- Sunday - Closed
- Holidays on which the CSC storefront will be closed include:
 - New Year's Day
 - Memorial Day
 - 4th of July (Independence Day)
 - Labor Day
 - Thanksgiving Day

- Christmas Day
- For any of the above holidays that fall on a day that the CSC call center and storefronts are normally closed, the holiday will follow NCTA holiday observation.

2.3 ETC/REGISTERED VIDEO CUSTOMER ACCOUNT SERVICES

NC Quick Pass currently supports the following prepaid/government account types:

- **Electronic Toll Collection (ETC)** – Traditional transponder based accounts (private and business). Tolls are posted at the ETC rate which is currently 35% less than the video rate.
- **Registered Video** – Accounts are prepaid but tolling is based on license plates. Tolls post at a video rate. Please note that this account type is not offered to the general public and must be approved by NCTA before this type account may be established. Currently, this account type is only being used for certain fleet and rental car companies.
- **Non-Revenue** – An ETC or registered video account that will be charged \$0 for any tolls within NC. Non-Revenue Accounts are not valid outside of NC.
- **Government** – A transponder based account that is postpaid through a monthly invoice to the government agency. Please note that this account type must be approved by NCTA before this type account may be established.

These accounts will encompass revenue collection for at a minimum existing All Electronic Tolling (AET), and future managed/high occupancy toll (HOT) lane, ferry, parking, and transit transactions.

2.3.1 Functions

The Contractor is responsible for providing all customer account services. The table below shows the customer services currently available and the options as to how they may be handled. These include, but are not limited to the following:

TABLE III.1 CUSTOMER SERVICES SUMMARY					
Service	Call Center	Web	Storefront	IVR	Fax/Mail
Account Establishment (ETC only)		X	X		X
Account Updates Demographics, Vehicles, Credit Cards, ETC.	X	X	X	X	X
Replenishment Payments	X	X	X	X	X
Update replenishment methods	X	X	X	X	X
Transfer of Responsibility	X		X		
Account Reinstatement	X		X		
Request Additional Transponders	X	X	X	X	X
Report Lost/Stolen Transponders	X	X	X	X	X
Bill by Mail Payments (BBM)	X	X	X	X	X
Account Conversions (BBM to ETC)		X	X		
Toll Disputes			X		X
Change Correspondence Delivery Method	X	X	X		X
Misc Inquires (Service Requests)	X	X	X		X

In addition to the services provided above the Contractor is also responsible for managing all account related materials such as, but not limited to:

- Applications
- Terms and Conditions
- Tag kits/ additional mounting strips or other supplies
- Transponder mounting instructions
- All miscellaneous correspondence

The Contractor is responsible for assuring adequate inventory levels of all customer related materials. Refer to **Appendix F** for sample account management materials.

2.4 MAILROOM OPERATIONS

2.4.1 General

The Contractor shall ensure that the service center's inbound and outbound mail is properly safeguarded, and is handled accurately and expeditiously.

2.4.2 Functions

Mail room services shall be completed daily with no backlog before close of the mail room.

Outbound Mail

1. Complete printing or acceptance of all correspondence generated at the CSC.
2. Verify all outgoing items are properly sealed and addressed.
3. Run all outgoing mail through the postage machine.
4. Record postage usage on the postage log.

Inbound Mail

1. Time and date stamp and log all incoming mail and shipments.
2. Open mail and sort into proper scanning queues.
3. Scan queues into the BOS.
4. File all hard copies according to NCTA retention policies.
5. Batch Nixies for processing.
6. Categories of inbound mail and inbound faxes include but are not be limited to:
 - a. Account applications,
 - b. Account change information,
 - c. Account payments by check or credit card form (ETC/Registered Video Accounts and Video Invoice),
 - d. Toll disputes,
 - e. Returned mail, and
 - f. Individual written correspondence.

It is also the Contractor's responsibility to track and monitor postage amounts and usage for both the CSC and mail-house. Monthly reports shall show postage usage and remaining amounts as well as an estimated ordering point to replenish the accounts. Contractor will work with NCTA and the mail house vendor to assure these amounts are appropriate to avoid any interruptions in service.

2.5 TRANSPONDER FULFILLMENT AND INVENTORY MANAGEMENT

2.5.1 General

The Contractor shall ensure that transponders owned or in the care of NCTA and any relevant documentation are handled and accounted for in a proper and secured manner.

2.5.2 Responsibility

The Contractor is responsible for all NCTA inventory under its control. This includes financial responsibility for damaged or stolen transponders in the Contractor's care.

2.5.3 Inventory Management

The Contractor shall accurately track and be able to report on the location and distribution of all NCTA transponders. Transponders are currently stored at the CSC and the STOC. The Contractor shall be responsible for transporting transponders between the CSC and STOC, and any future storefronts, retail centers and other future storage locations. Control, warranty and location of each transponder shall be tracked upon initial receipt into inventory, whether in:

- CSC and STOC controlled inventory storage,
- With a CSR (in the Operations Center or at a Storefront) or in the mail room,
- At a retail outlet prior to sale and registration,
- Returned to NCTA or the Contractor and to be sent back to the manufacturer, and/or
- Returned to NCTA, the CSC or storefronts and to be discarded.

NCTA will purchase transponders and then transfer to the Contractor for inventory management.

2.5.4 Inventory Counts

The Contractor shall perform a monthly physical count of transponder inventory, and shall be responsible for inventory reconciliation against the BOS reports every month and when inventory is received, or transferred to and from locations. Any discrepancies should be noted with a justification and reported to NCTA. The Contractor is responsible for monitoring inventory levels and notifying NCTA when additional orders are necessary to ensure that there is no shortage of transponders. Monthly inventory reconciliation reports shall include at a minimum:

- Physical counts by transponder type and location
- BOS system counts from BOS reports
- Variances
- Monthly average usage based on previous three (3) months
- Projected needs for the next six (6) months
- Minimum order levels

2.5.5 Transponder Sales Kits

The Contractor shall keep these kits in inventory and include them with transponders distributed over-the-counter, via mail, or through retail outlets. The kits may include such items as a Radio Frequency (RF) bag, welcome letter, mounting instructions and terms & conditions. The Contractor shall be responsible to maintain an adequate inventory of mailer kits. If NCTA elects to have the transponder vendor package transponders for retail distribution, the Contractor shall be responsible for periodic shipment of sales kits to the transponder vendor to include in the packaging. All tags and kits shall be mailed in an envelope suitable for assuring there will be no damage to the transponders.

2.5.6 Retail Packaging

NCTA does not currently offer retail transponder sales. Should NCTA implement this retail transponder sales program, Contractor shall assist in the development of the retail packaging to be used, at which time the Contractor shall either a) keep pre-packaged transponders in inventory until distributed to retail partners (if applicable), or b) acquire the retail packaging materials and package the transponders and sales kits. In this latter case, the Contractor shall be responsible to maintain an adequate inventory of retail packaging items.

2.6 VIDEO IMAGE REVIEW OPERATIONS

The Contractor is responsible for assuring all image-based transactions are processed and reported in an accurate and timely fashion. Image entry is currently a double entry function utilizing an ROI (region of interest) and front and rear images to determine license plate information. Functions shall include, but are not limited to:

- Monitoring of image batches through BOS reports to assure images are flowing through the system properly in a timely manner.
- Assure proper image review staffing to handle transaction volumes and meet performance standards.
- Accurately enter plate numbers, plate types and state of registration according to DMV requirements for all states for all manually reviewed images.
- Properly code all images that are rejected.
- Provide monthly image review reports that include at a minimum:
 - Total images reviewed both manual and system processed
 - Total rejects with percentages
 - Total manual errors from Quality Control (QC) with percentages
 - Total automated errors from QC with percentages

2.7 VIDEO INVOICING SERVICES/BILL BY MAIL

The NC Quick Pass program offers travelers an alternative to having to open an ETC account to use the tolled roadway. Drivers may use the toll road without a transponder and receive an invoice in the mail. The Contractor will be responsible for working with the BOS vendor and NCTA to assure invoices are sent on a timely basis with the highest level of accuracy possible. In addition, the Contractor is expected to consistently monitor the entire process for trends so that volumes may be effectively managed.

2.7.1 Invoice Quality Control

The current invoicing system has an online QC tool from the mail house that allows invoices to be QC'd before being printed. **Appendix G** provides sample invoices. Any invoices that have an issue may be suppressed until the issue can be resolved while all other invoices are processed. The current QC sample is fifteen percent (15%) and NCTA reserves the right to adjust this level accordingly. For all invoices reviewed Contractor must verify at a minimum:

- License plate images on invoice match corresponding detailed transactions.
- Validate customer information on invoice with unregistered video account information in system.
- Validate proper invoicing format.
- Validate that amounts due and billing cycles are accurate.
- Validate messages are correct on invoice.

2.7.2 Toll Dispute Process/Informal Review

Customers have thirty (30) days from the date of the invoice to dispute a toll. All disputes must be submitted in writing. The Contractor is responsible for investigating all disputes and resolving them appropriately. Upon receipt of the dispute, the account is credited the amount of the disputed tolls until the Contractor can thoroughly review the account and images. After completion of informal review, a letter is generated through the BOS and sent to the customer informing them of the determination. If the dispute is denied the account is immediately debited for the proper toll amount.

2.8 ETC/VIDEO INTEROPERABILITY/RECIPROCITY SERVICES

2.8.1 Functions

NCTA is currently interoperable with E-ZPass® Group agencies. The Contractor shall manage the reciprocity and settlement process as defined by E-ZPass® Group for current E-ZPass® Group agencies and those accepted into the program in the future. This shall include, at a minimum, regular transaction and financial reconciliation with each agency, monitoring of file exchanges, dispute processing and resolution and sending final reciprocity amounts to Department of Transportation (DOT) accounting for fund exchanges.

NCTA anticipates being interoperable with Florida in the summer of 2013 using procedures similar to current interoperability/reciprocity processes. The Contractor is required to participate in any interoperability/reciprocity testing with Florida and any other future states/programs, and all interoperability/reciprocity processes as defined above.

2.9 FINANCIAL/BANKING AND ACCOUNTING/RECONCILIATION SERVICES

2.9.1 General

NCTA customers will make their payments for tolls and/or fees via credit card, debit card, money order, check or cash. In most cases, payments will be automatic and the Contractor's function shall be to ensure this automated system works as designed for as many transactions as possible. For manual payments, the Contractor shall ensure that all money is handled and accounted for in a proper and timely manner, and that NCTA will be able to track all activities and verify reconciliation processes.

2.9.2 Armored Car Services

The Contractor shall be responsible for the safeguarding of cash deposits. It is the option of the Contractor whether or not to use an armored car service. Should the Contractor elect to utilize an armored car service, it is the responsibility of the Contractor to contract with the armored car service of their choice and be responsible for payment of the service. This is not a pass through expense.

2.9.3 Inbound Payment Processing and Toll Deposit Account

All payments for toll accounts shall be accurately applied to the accounts, fully reconciled and deposited on a daily basis. For all check payments received the Contractor is responsible for processing through the NCTA remote check imaging system. NCTA will be the legal holder of all bank accounts and will cover banking fees and retain any interest on deposits available.

2.9.4 Rejected Charges and Returned Checks

If card charges are refused or a check is returned, any amounts credited shall be reversed and charges, such as return check fees incurred by the CSC, shall be posted to the relevant customer account.

2.9.5 Refunds

The CSC shall process refund requests from customers in accordance to the approved business policies and procedures.

2.9.6 Mail House Reconciliation

Contractor shall be responsible for monthly mail house invoice reconciliation. Current mail house utilized by NCTA is Contact Critical. Contractor shall complete invoice reconciliation and submit results to NCTA within five (5) business days of receipt of the invoice. Invoice shall be paid by NCTA.

2.9.7 Reports

Accounting and Reconciliation Reports shall include at a minimum:

- a. Cash and all other payments collected at the CSC Storefronts,
- b. Account deposits, shortages and overages,
- c. Adjustments,
- d. Daily reconciliations, customer accounts balances, CSC activities, Roadside Toll Collection System (RTCS)/BOS tolls collected and tolls posted, video images received vs. video images processed,
- e. Recommended fund transfers, deposits and withdrawals,
- f. By CSC for each shift, number of transaction types, deposits by payment type, cash deposits, low, high and average value (by contact method, payment method, by clerk, by hour),
- g. Aggregate Account Balance Activity (begin-of-day and end-of-day balances, all tolls and fees, and replenishments), and
- h. Interoperable account activities: home and away transactions, reconciliations and settlements.

2.10 HOT-LIST NOTIFICATION TO NCTA AND LAW ENFORCEMENT OFFICIALS

The Contractor shall support immediate notification of hot-list vehicles received from NCTA and/or law enforcement officials in accordance with approved business policies and procedures. Hot-list vehicles may include amber alerts, silver alerts, habitual violators or other vehicles identified by law enforcement. It will be the Contractor's responsibility to follow HOT list procedures including entering the appropriate license plate(s) and email distribution into the BOS and Roadside Toll Collection Systems (RTCS).

2.11 DOCUMENT CONTROL**2.11.1 General**

The Contractor shall ensure that NCTA customers' information and any relevant documentation is handled and accounted for in a proper and secured manner, and that only NCTA and those properly assigned will have access to it. All project documents (e.g. SOPs, training plan, customer information, tag kits, etc.) shall be updated within thirty (30) days of any and all changes to operations are implemented. Compensation for document and customer information materials updates shall not be invoiced as they should be included within the monthly administrative fee. The Contractor is responsible for full compliance with Payment Card Industry (PCI) standards on all operational functions outside the BOS such as data privacy and information security.

2.11.2 Document Ownership

The NCTA is the sole owner of all customer and contract documentation and shall be able to take physical or electronic possession at any time.

2.11.3 Data Storage

Contractor shall be responsible for securely transporting transaction tapes and any other data/information as required by NCTA to and from the STOC or any other location designated by and on a schedule established by NCTA.

2.11.4 Document Storage

Paper documents shall be annually archived for three (3) years and then destroyed.

2.12 REPORTING

The Contractor is responsible for all program reporting including CSC operations, phone statistics, invoicing, receivables, collections and other reports requested by NCTA. Some reports are directly generated by the BOS while others may need to be generated outside the system. The following weekly and monthly reports, which are not generated by the BOS, represent a minimum sample of what is expected. Additional reports maybe required by NCTA throughout the Contract period. All reports created and/or used by the Contractor for this project are the property of NCTA. This includes all data and report formats.

Weekly Reports

- Operational Summary (summary of statistics for all key operational areas)
- Processing Performance Report (reports any processing items out of contractual compliance)
- Financial Reports (credit card reconciliation, bank deposit log, deposit reconciliation summary, Non-Sufficient Funds (NSF) check log). Contractor shall complete daily Credit Card, Cash, and checks reconciliation which will be rolled up into a weekly report.

Monthly Reports

- Quality Assurance/Quality Control (QA/QC results for all functional areas)
- Transponder Inventory Reconciliation (compares physical count to system reports)
- Staffing Report (employee and status by functional area)
- Postage Usage (postage usage and remaining balances for CSC and Mail House)
- Executive Summary (high level program traffic and operational statistics)
- Performance Standards (reports performance against contractual requirements in Section V Performance Specifications of the RFP)
- Operational Summary (summary of statistics for all key operational areas)

2.13 QUALITY CONTROL

The Contractor is responsible for establishing a comprehensive QC department. A formal QC plan shall be developed and approved by NCTA. QC shall be completed for each functional area of the CSC with monthly QC reports submitted to NCTA. The Contractor shall take the following measures to set appropriate quality control standards:

1. Review and modify as necessary, with NCTA approval, current Standard Operating Procedures (SOPs) ensuring that they are clear, straightforward and in line with the operational functions outline in the scope of work.
2. Review and modify as necessary current Training Manual ensuring that the Manual is clear, straightforward and in line with the operational functions outline in the scope of work.
3. Establish review techniques and sample sizes for all functional areas.
4. Schedule regular monitoring of performance measurements and monthly reporting to track contract compliance and to identify problems.
5. Work with CSC management to identify areas of concern and address any issues accordingly.

3. SCOPE OF WORK-TRAFFIC MANAGEMENT CENTER

3.1 TMC RESPONSIBILITIES

The Contractor shall provide TMC operators and supervisory staff to support 24x7x365 operations. Duties of TMC operators include but are not limited to the following:

3.1.1 Current Operations

- Monitor traffic flow on NCTA facilities
- Detect and verify incidents
- Initiate and coordinate incident response
- Coordinate with public safety agencies such as the North Carolina State Highway Patrol (NCSHP), local law enforcement, fire and emergency medical services among others
- Coordinate with Incident Management Assistance Patrol (IMAP)
- Dispatch and document activities of the IMAP, maintenance, highway patrol and other agencies
- Dispatch and document Intelligent Transportation System (ITS) maintenance activities of the roadside contractor
- Operate various ITS devices, including surveillance, detection and motorist information devices
- Input appropriate data into the 511/Traveler Information Management System (TIMS) database, and other traveler information systems
- Monitor and coordinate toll, ITS, roadway and facility maintenance
- Verify proper working condition of ITS devices and roadway toll collection system equipment
- Disseminate incident information
- Document all actions
- Provide performance and tracking reports

3.1.2 Future Expanded Operations

Future TMC responsibilities will include at a minimum all of the current responsibilities listed above. Additional regional and statewide duties are discussed below.

- Dispatch IMAP for all areas during their patrols times.
- Operate all ITS devices during scheduled times for the following NCDOT divisions (5, 7, 9, 10, 12, 13 and 14).
- Monitor Microwave Vehicle Detectors (MVD), Closed Circuit Television (CCTV), NCDOT Traveler Information Management System (TIMS), Highway Patrol Computer Aided Dispatch (CAD) feeds, radio communications, weather conditions, and other systems and devices to manage incidents and provide traveler information via Dynamic Message Signs (DMS), internet, 511, radio dispatch and other means.
- Poll ITS devices and report maintenance issues to regional ITS engineers during each shift on a daily basis.
- Camera tours are required hourly to provide traveler information and incident response information to motorists and responders as required to minimize impacts to motorists and responder safety.
- Verification of incidents is required upon notice and immediate steps are to be taken to provide prompt, reliable and current travel conditions to the traveling public and emergency responders.
- Additionally services may include incorporating NCDOTs 877-DOT-4YOU statewide number into the Toll CSC. These individuals respond to and direct citizens to the appropriate units and staff at NCDOT.

NCDOT is currently finalizing implementation of a statewide ATMS system that will allow for the operations of ITS across the state. This system will standardize operations of ITS devices and initiation

of traveler information from any location in the state. In addition, NCDOT operates on a trunked statewide 800 mHz radio system called VIPER (Voice Interoperability Plan for Emergency Responders). This system has the ability to monitor radio communications and dispatch from any location in the state.

3.2 TMC STAFFING

3.2.1 Current Staffing

The Contractor shall provide a full-time ITS Operations Manager who will supervise all TMC Operations staff and coordinate with NCTA and other agencies. Current staffing levels are presented in the table below. Currently the TMC has six (6) full time employees (FTE) and one (1) part-time operator totaling 6.2 operators.

Day of Week	Shift	Days	Hours	Operators
Mon-Fri	1 st	5	8	2
Mon-Fri	2 nd	5	8	2
Mon-Fri	3 rd	5	8	2
Sat-Sun	1 st	2	12	1
Sat-Sun	2 nd	2	12	1

3.2.2 Future Staffing

Current hours for Statewide TMC dispatch of IMAP personnel are shown in **Table III.3**. These are the areas where IMAP patrols are currently present. At a minimum, these days and hours of operations are to be maintained for dispatch of these personnel.

TMC Region	Coverage	Days	Times
Raleigh TMC Division 5	Wake and Durham Counties	M-F	6 AM – 8 PM
Greensboro TMC (Triad) Divisions 7 & 9	Guilford, Orange, Alamance, Forsyth, Davidson, Davie and Rowan Counties	M-F Sa-Su	6 AM – 9 PM 10 AM – 6 PM
Charlotte TMC (Metrolina) Divisions 10 & 12	Mecklenburg, Cabarrus, Gaston, Cleveland, Iredell and Catawba Counties	M-F Sa-Sun	5:30 AM – 9 PM 10 AM – 6 PM
Ashville TMC Division 13	Buncombe Co	M-F	7 AM – 6:30 PM
Haywood TMC Division 14	Haywood Co Henderson Co	M-Su M-F	24/7/365 10:30 AM – 6:30 PM
Wilmington	To Be Determined		
STOC		M-Su	24/7/365

Current staffing levels within NCDOT for Statewide TMC Operations are presented in **Table III.4**:

TABLE III.4 CURRENT STAFFING SUMMARY Statewide					
	STOC/Raleigh TMC	Greensboro TMC	Charlotte TMC	Ashville TMC	Haywood TMC
Manager	1	0	0	0	0
Trainer	1	0	0	0	0
Training Coordinator	1	0	0	0	0
Supervisor	2	0	1	0	0
TMC Operator	14	8	9	1	1

The above staffing levels should be considered when evaluating the ability to consolidate and add efficiencies to proposed operations for NCDOT across the state.

3.3 REPORTING

The Contractor is responsible for all monthly TMC operations reporting. **Appendix H** provides December 2012 and January/February 2013 monthly reports. The reports in Appendix H provide actual operations for the time periods indicated as well as the current format utilized. NCTA is open to discussions with the successful Contractor pertaining to modifications to the reporting format and information provided.

3.4 QUALITY CONTROL

3.4.1 Current Operations

The Contractor shall take the following measures to set appropriate industry-leading standards, to be approved by NCTA, and then ensure they are met through a series of measures to include:

1. Review to ensure that Standard Operating Procedures (SOP) are clear for all functions at the TMC.
2. For external contact with NCSHP, NCDOT, fire and local law enforcement and towing agencies, the Contractor shall replicate NCDOT procedures.
3. Use of regular activity reports to track activity volumes.
4. Use of regular performance measurements and reports to track contract compliance and to make early identification of problems.
5. Perform CCTV camera scan tours of the facility every thirty (30) minutes to monitor for incidents.
6. Provide MVD manual review counts at seventy-four (74) locations to verify proper operations on a monthly basis.
7. Perform ITS (MVD, CCTV, DMS, Roadway Weather Information System (RWIS), Activu Monitor Wall, 800 MHz Radio, etc...) system status checks at the beginning of each shift and dispatch issues to maintenance personnel as needed.

8. Perform Toll Image Reviews during each shift to verify proper operations and dispatch issues to maintenance personnel.

3.4.2 Future Operations

Future QC requirements will include at a minimum all of the current requirements listed above. Additional regional and statewide duties are listed below.:

1. Review to ensure that Standard Operating Procedures (SOP) are clear for all functions at the STOC/various TMCs.
2. Maintain current contact information and emergency response procedures for both internal and external responders for various planned and unplanned incidents across the state.
3. Perform CCTV camera scan tours of the facility every sixty (60) minutes to monitor for incidents.
4. Provide MVD, INRIX and other vehicle detection manual review along with monitoring weather via weather stations, internet and other means, monitor 800 MHz Radio traffic, CCTV, TIMS and NCDOT's procured ATMS system for incidents and dispatch emergency responders as needed.
5. Perform ITS (MVD, CCTV, DMS, Roadway Weather Information System (RWIS), Activu Monitor Wall, 800 MHz Radio, etc...) system status checks at the beginning of each shift and dispatch issues to maintenance personnel as needed.
6. Monitor 511 and TIMS systems to verify both internal and external staff have input clear, concise, accurate and timely traveler information and coordinate or correct any deficiencies or omissions.

4. SCOPE OF WORK-FERRY PHONE RESERVATION OPERATIONS

4.1 HOURS OF OPERATIONS

Current hours of Ferry Reservation Center are:
Monday through Sunday – 6:00 am to 6:00 pm

Currently there are no holidays observed by the Ferry Reservation Center

4.2 PHONE RESERVATIONS

The Contractor is responsible for all Ferry reservation calls and assuring that all CSRs follow the NC Ferry Division policies and procedures. **Appendix I** provides the Ferry schedule and reservation policies.

1. CSRs will take Ferry phone reservations. Patrons requesting information beyond reservations will be directed by CSRs to the NCDOT Ferry Division.
2. CSRs designated to Ferry operations will be required to follow the same general policies and procedures as Toll Operations CSRs.
3. The Contractor shall review and reach mutual agreement with NCTA regarding updates to the existing Standard Operating Procedures and Training Manual received from the NCTA.
4. Develop, implement, monitor and update a reservation center work schedule to cover current Ferry Office hours, unless otherwise modified by NCTA and NCDOT Ferry Division.
5. Ensure that staff follows SOPs and any subsequent revisions (as mutually agreed upon).
6. Reschedule customer reservations if a ferry will not operate in accordance with the advertised schedule. This service will require CSRs to make outbound calls to reschedule reservations. In special circumstances the Contractor may be required to reschedule ferry reservations not only during normal reservation center operating hours but also outside normal business hours.
7. CSRs shall be responsible for handling all refunds, except those refunds handled at the Ferry sites, for trips cancelled due to weather or mechanical issues during normal hours of operation. Refunds that are requested after the trip date must be approved and processed through the Ferry Division.

4.3 REPORTING

The Contractor is responsible for all ferry monthly and annual operations reporting. **Appendix J** provides the January 2013 monthly report and the 2012 annual summary report. The reports in Appendix J provide actual operations for the time periods indicated as well as the current format utilized. NCTA is open to discussions with the successful Contractor pertaining to modifications to the reporting format and information provided.

4.4 QUALITY CONTROL

The Contractor is responsible for establishing QC through a formal QC plan that shall be developed and approved by NCTA. QC shall be completed and monthly QC reports submitted to NCTA. The Contractor shall take the following measures to set appropriate quality control standards:

1. Develop SOPs to ensure that procedures are clear, straightforward and in line with the operational functions outline in the scope of work.
2. Review and modify as necessary, with NCTA approval, current Training Manual ensuring that manual is clear, straightforward and in line with the operational functions outline in the scope of work.
3. Develop regular activity reports to track activity volumes.
4. Schedule monthly monitoring of performance measurements and reporting to track contract compliance and to identify problems.
5. Work with CSC management to identify areas of concern and address any issues accordingly.

5. CONTRACTOR EQUIPMENT, HARDWARE & SOFTWARE

The NCTA shall provide all equipment and software as related to the BOS. In addition, there is a wireless network available to the Contractor at the CSC which is independent from the BOS for security purposes. The Contractor is responsible for providing all hardware, software and/or any other equipment outside the BOS for the Contractor's internal or program use purposes. This includes, but is not limited to, supervisor and management computers, internal software programs, third party programs such as MS Office, internal company email applications, any types of shared drives or repositories, etc. The BOS equipment and network shall not be used for these purposes.

6. DATA OWNERSHIP AND SECURITY

1. All data, records, reports and operations history information shall remain property of the NCTA at all times during the life of the Contract and after Contract termination.
2. The Contractor shall ensure that no unauthorized personnel will have access to individual records, payment histories, any personal information of existing or potential NCTA customers or customers of agencies in which NCTA is interoperable. Paper records shall be locked when not in use, and systems shall have password and ID controls for any data access.
3. The Contractor will develop a security plan for NCTA's approval. Personnel will undergo security screenings that will be documented and available for the NCTA's review based on the level of security.
4. In accordance with GS § 136-89.213 private customer information is exempt from public open records law.

7. TRANSITION REQUIREMENTS

The transition requirements outlined below must be addressed for Toll Customer Service Operations, TMC and Ferry Phone Reservation Operations.

7.1 SCHEDULE

The Contractor shall submit a detailed schedule within one (1) week after Notice to Proceed (NTP) showing all key tasks necessary to complete operational transition for toll, TMC and ferry operations. The schedule should show at a minimum:

- Key staff starting dates.
- Documentation submittals with review and approval periods.
 - NCTA requires one (1) week to review each submittal.
 - The Contractor should assume two (2) submittals before approval.
- Recruitment and hiring.
- Training.
- Go live.

7.2 MEETINGS

The Contractor shall attend weekly operations review meetings with NCTA and other contractors as NCTA deems necessary.

7.3 TRANSITION OVERVIEW

The Contractor must provide their approach for operational transition that minimizes risk to all operations and interruptions to customer service.

7.4 OPERATIONS REPORTING

The Contractor must demonstrate their approach to operational reporting including examples of reports currently in use or samples proposed for this project.

7.5 QUALITY CONTROL

The Contractor must demonstrate their approach to a quality control program including samples that they currently have in use.

7.6 DELIVERABLES

7.6.1 Transition Plan

The Transition Plan shall discuss in detail how the Contractor will manage the transition from the current operations of tolls, TMC and Ferry to the new Contract. The plan will be developed to assure as little impact to NCTA customers as possible. It is strongly recommended the Contractor utilize as many of the current employees as possible.

7.6.2 Human Resource Plan

The Human Resource (HR) Plan which addresses tolls, TMC and Ferry operations shall be submitted for review and approval within sixty (60) calendar days of NTP. It shall include but not be limited to:

1. HR Policies
2. Security Policies/Procedures
3. Job Descriptions, full-time and part-time
4. Employment Hiring/Performance Review/Disciplinary Policy/Termination

5. Employee Training
6. Employee Retention

7.6.3 Standard Operating Procedures Update

The Contractor will review current SOPs manuals and update as necessary for toll operations, TMC, and ferry operations. Contractor employees utilize these manuals as resources for daily operations. SOPs are based on business policies developed by NCTA. As the NCTA toll program matures, updates will be required and shall be updated within thirty (30) calendar days of notification from NCTA.

7.6.4 Training Material Update

The Contractor will review current Training Material and update as necessary for toll operations, TMC, and ferry operations. As the NCTA toll program matures, updates will be required and shall be updated within thirty (30) calendar days of notification from NCTA.

7.6.5 Reports

Report formats, submittal methods and report details based on the Reports requirements outlined in the Scope of Work shall be proposed and approved during the transition period of the project for toll operations, TMC, and ferry operations.

7.6.6 Quality Control Plan

The Contractor will submit a Quality Control Plan within sixty (60) days of NTP that describes in detail how the quality control functions will be carried out for toll operations, TMC, and ferry operations. The Plan must include at a minimum:

- Department structure
- Areas to be reviewed
- Timing of reviews
- Sample sizes for each area
- Reporting
- How results will be used for operational improvements

8. ALTERNATIVE TECHNICAL CONCEPTS AND CONFIDENTIAL QUESTIONS

To accommodate innovation that may or may not be specifically allowed by the RFP, or other documents incorporated into the contract by reference, the Proposing Contractor has the option of submitting Confidential Questions and Alternative Technical Concepts.

8.1 CONFIDENTIAL QUESTIONS

After the issuance of the RFP, Confidential Questions may be asked by requesting a meeting with the RFP Contact Person. The request shall be in writing and provide sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered. After evaluation, the RFP Contact Person will respond to the question in writing to the Proposing Contractor and/or through subtle changes in the RFP as reflected in an addendum, which will clarify the scope by either allowing or disallowing the request. To the greatest extent possible, the revision will be made in such a manner as to not disclose the Confidential Question. If the Proposing Contractor includes work based on the Confidential Questions and answers, the work shall be discussed in the Technical Proposal.

8.2 ALTERNATIVE TECHNICAL CONCEPTS

The Proposing Contractor may include an Alternative Technical Concept (ATC) in the Technical and Price Proposal only if the ATC has been received by the NCTA by no later than three (3) weeks prior to the deadline for submitting Technical and Price Proposals and it has been approved by the NCTA (including conditionally approved ATCs, if all conditions are met).

The submittal deadline above applies only to initial ATC submittals. Resubmittal of an ATC that (1) has been revised in response to the NCTA's requests for further information concerning a prior submittal or (2) is a Formal ATC for a Preliminary ATC that received a favorable response from the NCTA shall be received by the NCTA no later than one week prior to the deadline for submitting Technical and Price Proposals.

Should the NCTA revise the RFP after a Formal ATC has been approved, the Proposing Contractor shall be solely responsible for reviewing the RFP and determining if the ATC deviates from the revised requirements. If necessary, the Proposing Contractor must submit a request for approval of all additional required variance(s) within five (5) business days of the revised RFP distribution. An ATC shall in no way take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference. If, at the sole discretion of the NCTA, an ATC is deemed to take an advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, the RFP will be revised without regard to confidentiality. If at any time, the NCTA receives a documented question on the project similar to a concept submitted in the form of a Preliminary ATC or Formal ATC, the NCTA reserves the right to revise the RFP without further regard for confidentiality. By approving an ATC, the NCTA acknowledges that the ATC may be included in the Scope of Work; however, approval of any ATC in no way relieves the Proposing Contractor of its obligation to satisfy (1) other contract requirements not specifically identified in the ATC submittal; (2) any obligation that may arise under applicable laws and regulations; and (3) any obligation mandated by the regulatory agencies as a permit condition.

8.3 ATC SUBMITTALS

Each ATC submittal shall include three individually bound hard copies and an electronic pdf file of the entire submittal and shall be submitted to the RFP Contact Person at the address provided elsewhere in this RFP.

8.4 FORMAL ATCs

Each Formal ATC submittal shall include the following information:

- 1) **Description.** A detailed description of the configuration of the ATC or other appropriate descriptive information;
- 2) **Usage.** Where and how the ATC would be used on the project;
- 3) **Deviations.** References to all requirements of the RFP, or other documents incorporated into the contract by reference, that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such variance(s);
- 4) **Analysis.** An analysis justifying use of the ATC and why the variance to the requirements of the RFP, or other documents incorporated into the contract by reference should be allowed;
- 5) **Impacts.** Discussion of potential impacts on operations, and costs;
- 6) **History.** A detailed description of other projects where the ATC has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements;
- 7) **Risks.** A description of added risks to the NCTA/NCDOT and other entities associated with implementing the ATC; and
- 8) **Costs.** An estimate of the ATC implementation costs to the NCTA/NCDOT, the Proposing Contractor, and other entities.

The Formal ATC, if approved, shall be included in the Price Proposal if the Proposing Contractor elects to include it in their Technical Proposal.

8.5 REVIEW OF ATCs

A panel will be selected to review each ATC, which may or may not include members of the Evaluation Committee. The Proposing Contractor shall make no direct contact with any member of the review panel, except as may be permitted by the RFP Contact Person. Unapproved contact with any member of the review panel will result in a disqualification of that ATC.

The NCTA may request additional information regarding a proposed ATC at any time. To the greatest extent possible, the NCTA will return responses to, or request additional information from, the Proposing Contractor within fifteen (15) business days of the original submittal of a Formal ATC. If additional information is requested, the NCTA will provide a response within five (5) business days of receipt of all requested information.

The NCTA may conduct confidential one-on-one meeting(s) to discuss the Proposing Contractor's ATC. Under no circumstances will the NCTA be responsible or liable to the Proposing Contractor or any other party as a result of disclosing any ATC materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the NCTA/NCDOT or their respective officers, employees, contractors, or consultants. In the event that the NCTA receives ATCs from more than one Proposing Contractor that are deemed by the NCTA to be similar in nature, the NCTA reserves the right to modify the RFP without further regard for confidentiality.

8.6 NCTA RESPONSE TO FORMAL ATCS

The NCTA will review each Formal ATC and will respond to the Proposing Contractor with one of the following determinations:

- 1) The ATC is approved;
- 2) The ATC is not approved;
- 3) The ATC is not approved in its present form, but may be approved upon satisfaction, in the NCTA's sole discretion, of certain identified conditions that shall be met or certain clarifications or modifications that shall be made (conditionally approved);
- 4) The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the baseline requirements of the RFP);
- 5) The submittal does not qualify as an ATC and may not be included in the Proposal;
- 6) The ATC is deemed to take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, in which case the ATC will not be considered, and the RFP will be revised to correct the error or omission;
- 7) A documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; or
- 8) More than one ATC has been received on the same topic and the NCTA has elected to exercise its right to revise the RFP. This response could also follow and supersede one of the other previously supplied responses above.

8.7 FORMAL ATC INCLUSION IN TECHNICAL PROPOSAL

The Proposing Contractor may incorporate one or more approved Formal ATCs as part of its Technical and Price Proposals. If the NCTA responded to a Formal ATC by stating that it would be approved if certain conditions were met, those conditions shall be stipulated and met in the Technical Proposal.

In addition to outlining each implemented Formal ATC, and providing assurances to meet all attached conditions, The Proposing Contractor shall also include a copy of the Formal ATC approval letter from the RFP Contact Person in each of the Technical Proposals submitted. This letter will be included in the distribution of the Technical Proposals to the Evaluation Committee.

Approval of a Formal ATC in no way implies that the Formal ATC will receive a favorable review from the Evaluation Committee. The Technical Proposals will be evaluated in regards to the evaluation criteria found in this RFP, regardless of whether or not Formal ATCs are included.

The Price Proposal shall reflect all incorporated Formal ATCs. Except for incorporating approved Formal ATCs, the Technical Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP, or other documents incorporated into the contract by reference.

8.8 PRELIMINARY ATCS

At the Proposing Contractor's option, a Preliminary ATC submittal may be made that presents a concept and a brief narrative of the benefits of said concept. The purpose of allowing such a

Preliminary ATC is to limit the Proposing Contractor's expense in the pursuit of a Formal ATC that may be quickly denied by the NCTA.

To the greatest extent possible, the NCTA will review Preliminary ATCs within 10 (ten) business days of submittal and provide written comments and one of the responses noted below. The NCTA's response to a Preliminary ATC submittal will be either:

- (1) that the Preliminary ATC is denied;
- (2) that the Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission;
- (3) that an ATC is not required;
- (4) a documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; or
- (5) that the ATC takes advantage of an error or omission in the RFP or other documents incorporated into the contract by reference, in which case the ATC will not be considered and the RFP will be revised to correct the error or omission. The NCTA in no way warrants that a favorable response to a Preliminary ATC submittal will translate into a favorable response to a Formal ATC submittal. Likewise, a favorable response to a Preliminary ATC submittal is not sufficient to include the ATC in a Technical Proposal.

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The proposing contractors shall use the provided Pricing Excel spreadsheets for Toll Customer Service Center Operations, Traffic Management Center (TMC) and Ferry Phone Reservation Operations. Contractors are required to provide pricing for the base seven (7) year contract period as well as for the two (2) optional three (3) year periods (total optional years = 6). All proposing contractors accept all risk and responsibilities for the workbook and results. Units, quantity and total price are not to be altered. Each proposing contractor is implicitly making a proposal compliant with the full Scope of Work of this RFP. In the event that a pay item or some type of compensation is not identified in the Price Proposal which is ultimately accepted by NCTA, the successful proposing contractor may not ask for additional compensation. "Year 1" in the pricing tables is defined as beginning on the date of Notice to Proceed and ending one (1) calendar year later. The NCTA is exempt from Sales Taxes.

1. Price Sheets - Toll Customer Service Operations

1.1 MOBILIZATION AND ANNUAL REQUIREMENTS

NCTA shall reimburse the Contractor for Mobilization as a lump sum based on milestones defined under Subsection 5 - Compensation.

Bonding - Required within fourteen (14) calendar days upon receipt of Notice to Proceed (NTP).

SSAE 16 Audit (or equivalent) - Cost is for yearly third party audit for CSC and Ferry Operations. NCTA shall reserve the right to waive the audit requirement for any given year, or elect to hire their own auditing firm directly, upon which election this fee will not be charged. First audit will be due to NCTA one (1) year after the go-live date and each year following.

Project Start-Up/Transition Period - Includes all costs from NTP to go-live. These include but are not limited to:

- Key personnel relocation
- Recruiting
- Orientation
- Training (Includes BOS training)
- Start up materials
- Transition costs
- Uniforms (Where applicable)

Documentation - Item to be paid upon North Carolina Turnpike Authority (NCTA) approval of all required documentation submittals as described in the RFP.

1.2 CUSTOMER SERVICE CENTER

Monthly Administrative Fee – Fee includes any cost not associated with line items such as, but not limited to, overhead, cost to manage pass through items, documentation updates, etc.

1.3 KEY STAFF

Key staff will be invoiced on a monthly basis. In situations where a key personnel position is vacant, the fixed monthly fee will be prorated based on the number of working days the key position is on the project. The calculation shall be the number of business days the position was vacant divided by the total number of business days for the month. This will then be multiplied by the monthly cost for that position.

1.4 ACCOUNT MANAGEMENT

ETC/Registered Video Accounts

Account management will be invoiced as a fixed monthly fee based on the number of accounts as defined in Section III.2.3 ETC/Registered Video Customer Account Services. Account management price is for all functions as described in the RFP associated with accounts. Amounts are cumulative. Example: If there are 90,000 active accounts the price is equal to IV.A.1 + IV.A.2. The number of active accounts on the first day of the month determines the price level for that month.

Video Invoicing/Bill by Mail Accounts

Account management will be invoiced as a one-time fixed fee for each new account created by the BOS in a given month. Management is for all functions as described in Section III.2.7 Video Invoicing Services/Bill by Mail with the exception of invoice QC which will be paid separately under the Other Costs Section.

1.5 OTHER COSTS

Image Review – Price is per transaction. Each transaction has a front image, rear image and Region of Interest (ROI) that may be viewed. Since the NCTA TMC also performs image reviews on a regular basis and those operators are paid for on an hourly basis, any image reviews that the TMC operators perform will be deducted from the total monthly images reviewed and will not be charged the per transaction rate defined in the pricing table.

Invoice QC – This rate is for performing all invoice QC functions in Section III.2.7.1 Invoice Q/C.

2. Price Sheet-Traffic Management Center

Cost for key staff, TMC Manager, will be invoiced on a monthly basis. In situations where a key personnel position is vacant, the fixed monthly fee will be prorated based on the number of working days the key position is on the project.

NCTA shall reimburse the Contractor for supervisors, operators, coordinators (if applicable) and specialists (if applicable) on an hourly basis in accordance with established hourly rates. The number of each Full Time Equivalent (FTE) position are to be proposed along with the hourly rate. FTE quantity may fluctuate based on need and addition of other projects as determined by NCTA.

NCTA requires that the minimum hourly wage for staffing be \$21.00 for the supervisor, \$17.00 for a level-2 operator and \$15.00 for a level-1 operator. Therefore, when determining the unit pricing for these positions, proposing contractors must add all additional costs (overhead, training, supplies, etc.) to these amounts. No overtime premium will be paid to the Contractor for these hourly charges.

3. Price Sheet- Ferry Phone Reservation Operations

Calls responded to will be invoiced as a fixed monthly fee based on the number of calls handled by a CSR documented by the phone system. Amounts are cumulative. Example: If there are 2,000 calls the price is equal to VI.1 + VI.2.

4. Pass through Costs

These costs are to be paid directly by the Contractor and reimbursed by NCTA as a pass through item with no mark-up or overhead applied. Any costs associated with processing and managing these items should be included in the Monthly Administrative Fee. Actual expenses for 2012 are provided in **Table IV.1** that may be anticipated for normal operations. Additional pass through costs may occur for special situations throughout the Contract term. In these situations, the Contractor must receive written approval (email or mail) for such purchases from NCTA prior to the purchase in order to be reimbursed by NCTA.

TABLE IV.1 2012 ANNUAL PASS THROUGH COST SUMMARY	
Pass Through Expense	Annual Totals
Lease	\$148,835
Lease CAM	\$32,349
Janitorial	\$14,786
Utilities Progress Energy	\$45,096
AT&T (Fire & Security)	\$2,332
Schneider-HVAC Service	\$12,335
Eaton-UPS Service	\$8,151
PSA-Alarm & Security System Monitoring, Repairs & Accessories	\$1,082
Pinnacle Fire Systems – Test & Inspection	\$2,575
Pitney Bowes Postage Equipment/Supplies/Postage	\$48,826
TOTAL	\$316,367

5. Compensation

5.1 TOLL CUSTOMER SERVICE OPERATIONS

The Contract compensation will be based on the Contractor's Price Proposal as approved by NCTA:

5.1.1 Lump Sum

1. Mobilization is paid as follows:
 - a. Project Start Up/Transition period
 - 25% Notice to Proceed
 - 75% Transition Period Completed (received notification from NCTA)
 - b. Documentation (upon written approval by NCTA)
 - 10% Notice to Proceed
 - 30% Transition Plan
 - 10% Human Resource Plan
 - 10% Standard Operating Procedures
 - 10% Training Manual Update
 - 30% Operations Reports
2. Annual Requirements are paid as follows:
 - a. Bonding – 100% paid upon receipt of bonds
 - b. SSAE 16 – 100% paid upon receipt of final report

5.1.2 Monthly Fee Based on Price Proposal

1. Administrative fee
2. Labor for key management personnel
3. ETC/video account management fee
4. Video Invoicing fee
5. Other costs

5.1.3 Pass Through Costs for CSC

1. 100% paid upon receipt of proof of payment

5.2 TRAFFIC MANAGEMENT CENTER

5.2.1 Monthly Fee Based on Price Proposal

1. Labor for personnel

5.3 FERRY PHONE RESERVATION OPERATIONS

5.3.1 Monthly Fee Based on Price Proposal

1. Call fee

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1. Toll Customer Service Operations

1.1 CALL CENTER

CALL CENTER TIME			
#	Performance	Requirement	Measurement
1	Average call wait time	Not to exceed 30 seconds	Monthly average as reported on the phone system reports
2	Professional and courteous	Calls shall be handled in a professional and courteous manner 100% of the time	Call monitoring shall be part of the regular QC process and reported on the monthly QC report. In addition, NCTA will conduct random monitoring and record the results.
3	Time to respond to escalations	Every effort shall be made to resolve escalations related to standard products, services and policies while the customer is on the telephone without a call-back required. For escalations that cannot be handled on the initial call 100% must be resolved within one (1) business day.	All escalations that cannot be addressed while the customer is on the phone shall be opened as a Service Request (SR) and tracked through the SR reporting system. SR Reports will be reviewed on a monthly basis.
4	Accuracy of first contact information	99% of customer queries related to standard products, services and policies accurately answered on first contact.	Call monitoring shall be part of the regular QC process and reported on the monthly QC report. In addition, NCTA will conduct random monitoring and record the results.

1.2 CUSTOMER ACCOUNT MAINTENANCE

CUSTOMER ACCOUNT MAINTENANCE			
#	Performance	Requirement	Measurement
5	Time to scan and process incoming mail, email and faxes	Applications – 100% within one (1) business day. All Payment Types - 100% within one (1) business day. All other correspondence types 100% within two (2) business days.	Monthly reports generated from the SR system will be compared to date and time stamps on physical batches.
6	Time to QC mail or email statements, notices and invoices	100% within two (2) business days from receipt of files from mail house	QC logs shall be maintained and reported on a monthly basis
7	Processing Accuracy	Average accuracy for all items processed on a monthly basis shall exceed 98%	All processing functions shall be reported as part of the monthly QC reporting package. In addition, NCTA shall conduct random audits.

CUSTOMER ACCOUNT MAINTENANCE			
#	Performance	Requirement	Measurement
8	Correct assignment of all transponders to accounts	99.95% correctly assigned	Any customer contact or inquiry resulting in the discovery of a transponder that was incorrectly assigned shall be logged. The log will be compared to total number of transponders issued each month.

1.3 CUSTOMER SERVICE AVAILABILITY

CUSTOMER SERVICE AVAILABILITY			
#	Performance	Requirement	Measurement
9	Walk-in Center	Monday-Friday 9am-5pm Saturday 9am-2pm Excluding approved holidays	NCTA observation and audit
10	Staffed telephone coverage for central call center	Monday-Friday 9am-5pm Saturday 9am-2pm Excluding approved holidays	NCTA observation and audit

1.4 CUSTOMER SATISFACTION

CUSTOMER SATISFACTION			
#	Performance	Requirement	Measurement
11	Customer Satisfaction Rating	90% of customers must rank the service as satisfactory or better	Periodic formal surveys as requested by NCTA

1.5 VIDEO IMAGE REVIEW

VIDEO IMAGE REVIEW			
#	Performance	Requirement	Measurement
12	Manual Review Times	100% must be reviewed within two (2) business days from the receipt of the image batches into the BOS.	BOS image review reports
13	Accuracy	98% of all manually reviewed images shall be accurately entered into the BOS. This includes the correct license plate number; plate type and state of origin as well as proper reject codes for bad images.	Images accuracy will be part of the normal QC functions and shall be reported on a monthly basis.

1.6 OPERATIONAL REPORTING

OPERATIONAL REPORTING			
#	Performance	Requirement	Measurement
14	Monthly operational reporting package	All monthly reports as defined within this document shall be delivered to NCTA within five (5) business days from the end of each month.	Date and time on formal email submittal of reporting package to NCTA.
15	Reporting accuracy	100%. All operational reports shall be error free when submitted. This includes any worksheet formulas as well as data entry.	NCTA audit.

2. Traffic Management Center

2.1 RESPONSE TIME-CURRENT TMC

RESPONSE TIME			
#	Performance	Requirement	Measurement
1	Camera Tours of Triangle Expressway	Provide camera tours every thirty (30) minutes of the entire Triangle Expressway and respond to incidents accordingly	NCTA observation and audit of TMC shift summary reports as needed
2	Pole all ITS equipment	Verify that all CCTV, MVD, DMS, RWIS, Monitor and other ITS devices are working properly at least once during every shift	NCTA observation and audit of TMC shift summary reports as needed
3	Monitor planned and unplanned incidents	Continuously monitor on-going incidents and their impacts on traffic and respond accordingly	NCTA observation and audit of TMC shift summary reports as needed
4	Dispatch responders and provide traveler information	Dispatch responders to incidents and provide traveler information (via DMS, ATMS/511, etc) to roadway incidents as they occur and as conditions change within five (5) minutes of incident occurrence and as conditions change	NCTA observation and audit of TMC shift summary reports as needed
5	Provide performance measures reports	Provide reports of TMC Operations, IMAP/Highway Patrol/Responders Operations, ITS Performance, Toll System Performance, Toll Facilities Performance and Roadway Maintenance Performance on both a monthly and a yearly basis	NCTA observation of performance measures reports and audit of TMC shift summary reports as needed
6	Provide Toll System Image Reviews	Provide 2,500/week minimum Image Reviews to verify proper operations of Toll System Operations	NCTA observation and audit of CSC image review summary reports as needed
7	Provide daily MVD performance	Fill out daily logs of MVD calculations for the entire system to verify proper operations and validation of Toll System performance	NCTA observation and review of daily MVD performance reports
8	TMC Shift Summary reports	Provide a shift summary report of all occurrences and duties performed at the end of each operations shift	NCTA observation and audit of TMC shift summary reports as needed

2.2 RESPONSE TIME-EXPANDED TMC

RESPONSE TIME			
#	Performance	Requirement	Measurement
1	Camera Tours of NCDOT System	Provide camera tours every thirty (60) minutes of the entire NCDOT system and respond to incidents accordingly	NCTA observation and audit of TMC shift summary reports as needed
2	Pole all ITS equipment	Verify that all CCTV, MVD, DMS, RWIS, Monitor and other ITS devices are working properly at least once during every shift	NCTA observation and audit of TMC shift summary reports as needed
3	Monitor planned and unplanned incidents	Continuously monitor on-going incidents and their impacts on traffic and respond accordingly	NCTA observation and audit of TMC shift summary reports as needed
4	Dispatch responders and provide traveler information	Dispatch responders to incidents and provide traveler information (via DMS, ATMS/511, etc) to roadway incidents as they occur and as conditions change within five (5) minutes of incident occurrence and as conditions change	NCTA observation and audit of TMC shift summary reports as needed
5	Provide performance measures reports	Provide reports of TMC Operations, IMAP/Highway Patrol/Responders Operations, ITS Performance, Toll System Performance, Toll Facilities Performance and Roadway Maintenance Performance on both a monthly and a yearly basis	NCTA observation of performance measures reports and audit of TMC shift summary reports as needed
6	TMC Shift Summary reports	Provide a shift summary report of all occurrences and duties performed at the end of each operations shift	NCTA observation and audit of TMC shift summary reports as needed

3 Ferry Reservation Phone Operations

3.1 CALL CENTER

CALL CENTER TIME			
#	Performance	Requirement	Measurement
1	Average call wait time	Not to exceed thirty (30) seconds	Monthly average as reported on the phone system reports
2	Professional and Courteous	Calls shall be handled in a professional and courteous manner 100% of the time	Call monitoring shall be part of the regular QC process and reported on the monthly QC report. In addition, NCTA will conduct random monitoring and record the results.
3	Time to respond to escalations	Every effort shall be made to resolve escalations related to standard products, services and policies while the customer is on the telephone without a call-back required. For escalations that cannot be handled on the initial call 100% must be resolved within one (1) business day.	All escalations that cannot be addressed while the customer is on the phone shall be opened as a Service Request (SR) and tracked through the SR reporting system. Requirement evaluated on an average monthly basis.
4	Accuracy of first contact information	99% of customer queries related to standard products, services and policies accurately answered on first contact	Call monitoring shall be part of the regular QC process and reported on the monthly QC report. In addition, NCTA will conduct random monitoring and record the results.

3.2 CUSTOMER SERVICE AVAILABILITY

CUSTOMER SERVICE AVAILABILITY			
#	Performance	Requirement	Measurement
5	Staffed telephone coverage for central call center	Monday-Sunday 6am-6pm	NCTA observation and audit

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1. GENERAL CONTENT

Directions and commentary are provided herein to enable proposing contractors to provide clear and competitive Technical and Price Proposals in a manner that will enable accurate evaluation.

1.1 PACKAGING

1. **Separate Technical and Price Proposals.** The proposing contractor shall submit individual Technical and Price Proposals in separate packages. The copies of the Price Proposal shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the required title page information.
2. **Required Completeness.** Proposing contractors must provide complete Technical and Price Proposals, including all sections in accordance with the Proposal Outline. Omission of any outline requirement will render a proposal as non-responsive and will not be evaluated.

1.2 TITLE PAGE

All Technical and Price Proposals shall be submitted in sealed envelopes bearing on the outside the following:

<p style="text-align:center">RFP NUMBER: 54 PB 20130318</p> <p style="text-align:center">TOLL, TMC & FERRY OPERATIONS Technical or Price Proposal</p> <p style="text-align:center">Submitted To:</p> <p style="text-align:center">NORTH CAROLINA DEPARTMENT OF TRANSPORTATION 1 South Wilmington Street, Room 412 Raleigh, NC 27601 Attention: Patricia Bowers, Purchasing Director</p> <p style="text-align:center">Submitted By:</p> <p style="text-align:center">PROPOSER'S NAME PROPOSER'S MAILING ADDRESS CITY, STATE, ZIP CODE PROPOSER'S PHONE NUMBER PROPOSER'S CONTACT NUMBER</p> <p style="text-align:center">Date Submitted</p>
--

2. TECHNICAL PROPOSAL

2.1 GENERAL REQUIREMENTS

1. **Form of Technical Proposal.** The proposing contractors shall submit Technical Proposals in printed form and on USB or CD. The electronic copy may be provided in Word or *.pdf format. Any proposal exhibits or information prepared either as graphics or with other programs such as scheduling programs shall be viewable in Word or on the *.pdf file without any other software. The files on the discs should not be password-protected and should be capable of being copied to other media.
2. **Page Presentation.** Technical Proposal text shall be single-spaced, a minimum of 10-point Arial or 12-point Times New Roman font, printed **double sided**. Each page header and/or footer should include the proposing contractor's name along with page numbers and date of the Proposal.
3. **Number of Copies.** Provide **one (1) signed Original** and **ten (10) copies** printed and **two (2)** signed, executed electronic copy on a USB flash drive or read-only CD of the Technical Proposal. The copy with the original cover letter should be clearly indicated as such.
4. **Easy to Read and Cross-Reference.** The proposing contractor need not duplicate or quote in detail from attached reference materials or marketing information, provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. The reference shall include the document name, page number(s) in the document, and paragraph numbers(s) or line number(s) where the referenced information is located. Underlining, boxing, highlighting, etc. that will call attention to referenced information in a manner that will assist in locating it is recommended.

The proposing contractor shall provide sample reports in **Appendix A**. The proposing contractor may submit an Alternative Technical Proposal and marketing information in **Appendix B** and **Appendix C**, respectively. Attachments/reference materials should be pertinent and reasonable in number. The proposing contractor may submit supplemental materials in **Appendix D**.

5. **Trade Secrets and Confidential Information.** The NCTA is a public agency of the State of North Carolina, subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes. The NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance applicable federal and State laws or regulations. The NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum.

A proposing contractor, having formed a good faith opinion, upon consultation with legal or other knowledgeable advisors that information submitted may contain a trade secret as defined in NCGS § 66-152 or other information exempted from the North Carolina Public Records Act pursuant to NCGS § 132-1.2, may so designate appropriate portions of its proposal by marking the top and bottom of pages containing confidential information in boldface type "CONFIDENTIAL." NCTA, however, may serve only as a custodian of information a Proposer deems confidential. NCTA shall not act as an arbiter or defender of any claims related to assertions of confidential information. If a request is made for disclosure of information submitted, or an action is brought to compel NCTA to disclose information marked confidential pursuant to NCGS § 132-1 et seq. NCTA will notify the affected proposing contractor of such request or action.

In submitting a Proposal in response to this RFP, a proposing contractor agrees to:

- (i) defend its assertions of confidentiality by instituting appropriate legal proceedings, at its own expense and through its counsel, or intervening in an action brought against NCTA to compel disclosure, to defend its assertions of confidentiality; and
- (ii) hold the State and NCTA, and any officials or employees thereof harmless from any and all damages, costs, and attorney's fees awarded against the State and NCTA arising out of any such actions. Nothing in this section shall preclude the State or NCTA from participating in the defense of such actions, at its option and expense through its counsel. NCTA shall have no liability to a Proposer with respect to the disclosure of any information, including confidential information, subject to an order by a court of competent jurisdiction pursuant to NCGS§ 132-9 or any other applicable law.

NCTA does not intend to divulge the contents of any of the Technical Proposals. NCTA will retain all Technical Proposals until final successful Contract execution of all project sections, after which NCTA intends to destroy unsuccessful proposals or return them to the unsuccessful proposers as allowed by law.

2.2 TECHNICAL PROPOSAL OUTLINE

There are no limits or page counts for sections of the Technical Proposal except where otherwise noted.

Section I - Cover Letter (2 page maximum)

Section II - Executive Summary (10 pages maximum)

Section III - Qualifications (No page limitation)

1. Relevant Successful Firm Qualifications and Experience
 - 1.1 Team Structure: Prime Contractor, Subcontractors, Supporting Vendors
 - 1.2 General Description, Size, and Resources of Team
 - 1.3 Project Descriptions with References and Contact Information
2. Relevant Key Personnel Experience
 - 2.1 Organization Chart
 - 2.2 Discussion of Key Personnel Team
 - 2.3 Resumes
 - 2.4 RS-2 Forms (RS-2 may be accessed on the website at:
<http://apps.dot.state.nc.us/quickforms/forms/Default.aspx>)
3. Registration to do Business in North Carolina or proof of application
4. Financial Stability and Resources
5. Audited Financial Statements
6. Completed Federal Aid Requirement Forms

Section IV - Exceptions to the Terms and Conditions (No page limitation)

Section V - Technical Response to Scope of Work (50 pages maximum)

1. Toll Customer Service Operations
2. Traffic Management Center Operations

3. Ferry Phone Reservation Operations
4. Data Ownership and Security
5. Transition
6. Reporting
7. QA/QC

Section VI – Appendices (No page limitation)

1. Appendix A – Sample Reports
2. Appendix B – Alternative Technical Concept
3. Appendix C-Marketing
4. Appendix D – Supplemental Materials

2.3 TECHNICAL PROPOSAL REQUIREMENT DESCRIPTIONS

Section I - Cover Letter. Proposing contractors wishing to submit a proposal shall provide a cover letter signed by an officer of the firm with signature authority to enter into the proposed Contract with NCTA. This letter should be very brief and provide the corporate commitment to meet the scope, schedule and budget of the NCTA RFP and the relevant proposal. The letter should also include the RFP Number, the name of the Project Manager, the name of proposed sub-contractors and their respective responsibilities.

Section II - Executive Summary. This shall be a brief overview summarizing the Technical Proposal and explaining how the proposal being offered best addresses the evaluation criteria listed in this RFP. Describe your understanding of NCTA's needs and your approach in developing the transition, the coordination with NCTA and other contractors.

Section III - Qualifications. Include responses to all the pre-qualification requirements for the firms. Provide a detailed list, description, contract value, and currently available references with phone numbers for each project cited as proof of qualifications for this project. Also provide a key personnel roster, with titles, resumes, references, current assignments, and when they would be assigned to the NCTA. This section shall also include the discussion of attainment of SPSF goals.

Section IV - Exceptions to the Terms and Conditions. In the precedence of documents, the NCTA-provided Terms and Conditions and Specifications will supersede any exceptions, variance or conflicting design specifications or measured system performance, regardless of the accepted Technical Proposal, unless the exceptions, variances, design specifications conflicts or performance levels are identified in the Exceptions to the Terms and Conditions. There are no restrictions, however the attractiveness and competitiveness of the proposal should be considered if a large series of exceptions and alternatives is presented. By necessity NCTA's methods and criteria will be in the best judgment of the evaluators, however contractual or technical exceptions that deviate substantially from the requirements and other compliant proposals may be considered non-responsive. The NCTA Contract Terms and Conditions are provided in RFP Section VII. The proposing contractor must clearly identify what the proposed exceptions and alternatives are. In general, the proposing contractor is waiving the right to raise new exceptions and alternatives during negotiations, however, details not defined yet in the documents by NCTA or the proposing contractor may still be negotiated.

Section V - Technical Response. The response should include remarks on how you currently provide these types of services, and how you plan to approach the transition and operation for NCTA. Please do not write sections saying “will comply”, but describe how your firm already complies, will comply and what expertise and unique insights it has in developing a compliant solution.

3. PRICE PROPOSAL

3.1 GENERAL REQUIREMENTS

1. **Form of Price Proposal.** Submit Price Proposals in printed form and on USB/CD with the Excel file.
2. **Page Presentation.** Price Proposals shall consist of fully completed Excel spreadsheets using a minimum of 10-point Arial or 12-point Times New Roman font. The printed versions shall be printed on **one side** of the page only. Each page header and/or footer should include the proposing contractor’s name and Price Proposal, along with page numbers and dates.
3. **Number of Copies.** Provide **four (4) copies** in print and **one (1) on USB or CD** of all portions of the printed Price Proposal.
4. **Price Proposal Contents.** Refer to Section IV Price of the RFP.

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1. CONTRACT TERMS AND CONDITIONS

1.1. INTRODUCTION

1. The NCTA may execute a contract ("the Contract") with the responsive proposing contractor whose Technical and Price Proposals are determined to be the most advantageous to the NCTA. The Contract may be awarded to one contractor. The NCTA anticipates the services requested for Operations will be provided consistent with industry terms and conditions.
2. The NCTA award of, or continuation of any contract(s) for or related to its Operations is subject to the availability of funding for the overall Project.

1.2. GENERAL PAYMENT TERMS AND CONDITIONS

1. Payment terms are Net 30 days after receipt of correct invoice or acceptance of the Deliverables, whichever is later; unless a period of more than thirty (30) days is required by NCTA. NCTA is responsible for all payments under the Contract. A "correct" invoice is one that contains an accurate description of the amounts due and has no errors.
2. NCTA may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Contractor's written request of not less than thirty (30) days and approval by NCTA, NCTA may:
 - a. Forward the Contractor's payment check(s) or other mutually acceptable means directly to any person or entity designated by the Contractor, or
 - b. Include any person or entity designated in writing by Contractor as a joint payee on the Contractor's payment check(s), however
 - c. In no event shall such approval and action obligate NCTA to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all Contract obligations.

1.3. CONTRACT PERIODS

The Contract is anticipated to commence upon the date of Notice to Proceed and shall not extend beyond the date set forth in the Contract.

1. Initial Contract is for a seven (7) year period.
2. NCTA reserves the right, within its sole discretion to extend the Contract for two (2) three-year periods, but not to extend beyond 2026.

1.4. AUDITS AND FINANCIAL REPORTING

1.4.1. ANNUAL AUDITED FINANCIAL STATEMENTS

The Contractor shall submit on an annual basis the Contractor's current audited financial report, statements, and any associated notes for the term of the Contract.

1.4.2. SSAE 16 AUDITOR REPORT (TYPE II)

1. SSAE 16 Audit: The successful Contractor will be required to submit a Service Auditor's Report (Type II) prepared in accordance with, and resulting from an audit according to Statement on Standards for Attestation Engagements No. 16 (SSAE 16), Reporting on Controls at a Service Level Organization. SSAE 16 has replaced the old Statement on Auditing Standards No.70 (SAS 70), Service Organization Reports. The old Service Organization Reports of SAS 70 are replaced with Service Organization Control (SOC) Reports of SSAE 16. The intent of the SSAE 16 is to produce a report that allows a

reader to understand the Control Environment and control activities of the service provider. There are three SOC Reports and two Types.

The SSAE 16 various SOC Reports address the following:

- SOC 1 Report - Internal Controls over Financial Reporting
- SOC 2 Report - Internal Controls Relevant to Security, Availability, Processing Integrity, and Confidentiality or Privacy.
- SOC 3 Report – Trust Services Report for Service Organizations

The SSAE 16 Report Types are:

- Type 1 – Report on service organization’s management description of its system and control design.
- Type 2 – Report also includes reporting on operating effectiveness of its controls.

2. **Unqualified Opinion.** NCTA prefers that the Service Auditor's Report, or approved equivalent, should present an "unqualified opinion" indicating that:
 - a. The Proposer’s description of its organizational controls is presented fairly;
 - b. Such controls are designed effectively;
 - c. Such controls are placed in operations as of a specified date; and
 - d. Such controls are operating effectively over a specified period of time.
3. **Qualified Opinion.** Though an “unqualified opinion” where the above items have been accomplished is highly desirable, in the case of a “qualified opinion,” NCTA reserves the right to evaluate the qualifications and at its sole discretion, either accept or disqualify the Contractor.
4. **Additional Requirements.** In the event that NCTA determines that certain controls relevant to the its self-assessment of internal control, as required by the Office of the State Controller's EAGLE Program, or for the external audit of its financial statements, are not included in the SSAE 16 Type II Service Auditor's Report submitted by the Contractor, NCTA, at its discretion, may require additional evidence from the Contractor to ensure that such controls are operating effectively. In such cases, the Contractor will provide NCTA with a report on the application of the agreed upon procedures that describes the relevant test of controls and provides sufficient evidence that such controls are operating effectively.

1.4.3. **AUDIT AND EXAMINATION OF RECORDS**

Definition of Records

- a. Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the Contractor's performance of the Contract determined necessary or desirable by the NCTA for any purpose.
- b. Proposal Records shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining a price.
- a. NCTA reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as

hereinafter defined) of the Contractor or any subcontractor. By submitting a response to the Request for Proposal, the Contractor or any subcontractor submits to and agree to comply with the provisions of this section.

- b. If NCTA requests access to or review of any Contract Documents or Proposal Records and Contractor refuses such access or review, Contractor shall be in default under its Contract with NCTA, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of Contractor. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another Contractor doing work for NCTA during the period of disqualification or suspension. Disqualification shall mean the Contractor is not eligible for and shall be precluded from doing future work for NCTA until reinstated by NCTA.
- c. Final Audit for Project Closeout: The Contractor shall permit NCTA, at NCTA'S option, to perform or have performed an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by NCTA because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to NCTA upon demand. Final payment to the Contractor shall be adjusted for audit results.
- d. Contractor shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years after the later of: (i) final acceptance of the Project by NCTA, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records.

2. CONTRACT CHANGES AND TERMINATIONS

2.1. GENERAL

If during the Contract period there are changes in conditions related to the services for successful operations of the Project, the NCTA will attempt to accommodate such changes within the original scope, terms and conditions of the Contract to the extent possible. The NCTA, however, reserves the right to engage in a new competitive procurement for any work outside of the original scope to select a contractor to perform additional work, as deemed in the best interests of the NCTA.

- i. The following contract changes are allowable within the scope of this Contract:
 - a. **Change Orders** – The NCTA anticipates using Change Orders to address variances in the original quantities tabulated pursuant to the RFP.
 - b. **Extra Work Orders** –The NCTA anticipates issuing Extra Work Orders to address variances in the specifications or scope of work beyond that approved Scope of Work and for which there is no appropriate pay item or category. Extra Work Orders will be issued within the sole discretion of the NCTA, and such additional work may be subject to a new competitive procurement as deemed to be in the best interest of the NCTA.
 - c. **Task Orders** – The NCTA anticipates issuing Task Orders for work required to enhance or otherwise improve Service contracts for needed activities in accordance with pricing proposed and set forth in the Price Proposals.
 - d. **Time Extensions** – The NCTA anticipates issuing Time Extensions, as necessary, to modify project milestones for reasons out of the control of the Contractor. As time is of the essence, the NCTA will issue Time Extensions judiciously.

2.2. CHANGE ORDERS

1. A Change Order will be a change in Contract quantities to expand the scope of work. NCTA may elect to have either the Contractor provide the Change Order work under this Contract, or to advertise the work through a new competitive procurement process.
2. If the Contractor can clearly demonstrate in writing that it is in NCTA's best financial and security interest for the Contractor to perform the Change Order work, NCTA may elect to have the Contractor perform the Change Order work. In this case, the Contractor shall provide a detailed technical and cost proposal for the Change Order, and await approval and Notice to Proceed from NCTA before incurring any expenses for which the Contractor expects reimbursement.
3. If NCTA advertises the Change Order work, NCTA may elect to use the Contractor as an agent and assist NCTA in the procurement of additional services, and/or integrate the Change Order work into operations. In this case, NCTA would attempt to negotiate compensation for additional services through a negotiated and approved Task Order.

2.3. EXTRA WORK ORDERS

An extra work order will ONLY be a change in the scope of the Contract with different services than that covered by existing Contract.

2.4. TASK ORDERS

A Task Order will be a change in work needed to maintain Operations after completion of the transition period by the NCTA.

2.5. TIME EXTENSIONS AND SCHEDULE CHANGE

1. NCTA will only approve Time Extensions ONLY for Force Majeure causes or acts by NCTA which impede the Contractor's project progress.
2. If the Contractor's Progress Schedule is materially affected by an NCTA authorized Change Order, or if NCTA delays or advances delivery dates due to circumstances unknown to NCTA at the time the Contract execution, or if the Contractor fails to adhere to the approved Progress Schedule, the Contractor shall prepare a revised master Progress Schedule within thirty (30) calendar days. The Contractor shall provide an explanation of impacts on Milestone Dates and how those dates will be upheld. The revised Progress Schedule shall be subject to NCTA's approval. The revised Project Schedule shall be consistent with all Contract requirements, including the revised order and time of all Milestone Dates.
3. **No Extra Compensation Related to Time Extension.** The Contractor shall not receive extra delay-based compensation or damages, caused by other changes to the Contract such as approved Change Orders, Extra Work Orders, lease renewal upgrades, lease-purchase task orders or maintenance task orders. However, the Contractor may request time extensions in cases where it can be reasonably demonstrated that Contract changes made a material impact on the approved Progress Schedule or personnel assignments, hardware procurements, or site availability. All time extensions shall be approved in writing by NCTA.
4. When such additional, extra and/or altered work is of such character or magnitude, in the sole judgment of NCTA that the amount of time reasonably necessary to perform the work extends beyond the end of a contractual defined period date, the period date may be extended by NCTA prior to the commencement of the extra work. Unless otherwise expressly agreed to by NCTA, the Contractor shall not receive extra compensation or damages for any time extension approved by NCTA for completion of the additional and/or altered work. However, the Contractor shall be fully compensated for such work as agreed upon by NCTA and the Contractor in the Change Order or the supplemental agreements.

2.6. CONTRACT TERMINATION

2.6.1. TERMINATION GENERAL REQUIREMENTS

1. The Contract issued for these Operations services will terminate at the end of the Contract period set forth above.
2. The NCTA may terminate the Contract, in whole or in part, for default subject to the default provisions set forth below.
3. Any required notices of termination made under this Contract shall be transmitted via US Mail, Certified Return Receipt Requested, or personal delivery to the Contractor's Contract Administrator. The period of notice for termination shall begin on the day the return receipt is signed and dated or upon personal delivery to the Contractor(s) Contract Administrator.
4. The parties may mutually terminate this Contract by written agreement at any time.
5. NCTA may terminate this Contract, in whole or in part, pursuant to the Special Terms and Conditions in the Solicitation Documents
6. NCTA will notify the Contractor at least ninety (90) calendar days prior to the termination of the Contract(s) in the absence of cause. This notification will require the Contractor to

initiate actions in preparation for leaving the NCTA project site and handing off operations to replacement entities. These actions shall include:

- a. Acknowledgement of receipt of End of Contract notification, and
- b. Development of a Succession and Transition Plan within thirty (30) calendar days of notice as provided below.

2.6.2. TERMINATION FOR CAUSE

1. In the event any goods, software, or service furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Contractor, the NCTA may cancel and procure the articles or services from other sources; holding Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in the liability provisions set forth below. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to the NCTA for damages sustained by NCTA arising from Contractor's breach of this Contract; and the NCTA may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Contractor shall be cause for termination.
2. Cause could include but not be limited to the following:
 - a. Failure to fulfill the obligations of this purchase and/or lease agreement;
 - b. Failure to fulfill requirements of any Maintenance Agreements;
 - c. Failure to provide an adequate supply of spare and replacement parts, components and equipment;
3. **Cure/Warning Period.** Prior to terminating the Contract(s) for cause, the NCTA will issue a notice of cure/warning to the Contractor thirty (30) calendar days prior to the termination date. The notice will be transmitted via US Mail Certified Return Receipt Requested or personal delivery to the Contractor Contract Administrator, and the period of notice for termination shall begin on the date the Return Receipt is signed and dated or upon personal delivery to the Contractor Contract Administrator. The notice will specify the corrective actions/work required to be taken by the Contractor to come into compliance with the terms and conditions of the Contract. If the corrective actions/work is performed within the cure/warning period, in a manner acceptable to the NCTA, the Contract will remain in effect in accordance with the terms and conditions thereof.
4. **Termination Without Notice of Cure/Warning.** If the NCTA has issued two notices of cure/warning to the Contractor, upon the issuance of the third or subsequent notice the NCTA reserves the right to terminate the Contract without further notice. The failure of the NCTA to exercise this right on any occasion shall not be deemed a waiver of any future right.

2.6.3. TERMINATION FOR CONVENIENCE WITHOUT CAUSE

1. The NCTA may terminate the Contract without cause, in whole or in part by giving ninety (90) calendar days prior notice in writing to the Contractor. The Contractor shall be entitled to sums due as compensation for Deliverables provided and services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the NCTA, the NCTA will pay for all work performed and products delivered in conformance with the Contract up to the date of termination. This is an incidental item within the scope of work, but without separate compensation.

2.7. SUCCESSION AND TRANSITION PLAN

1. Prior to the termination of the Contract for any reason, including expiration of the Contract, the Contractor shall develop a Succession and Transition Plan acceptable to

the NCTA. The Plan shall outline in detail the **phase-out period**, the time period during which equipment will be removed or services are terminated, in whole or in part, from the NCTA Operations due to contract termination. This is an incidental item within the scope of work, but without separate compensation.

2. **Cost.** Phase-out period costs shall be born completely by the Contractor regardless of the reason for Contract termination.
3. **Plan and Schedule for Equipment Removal.** In the case of contract termination of an equipment lease, when NCTA will not take ownership of the leased system, the removal of all leased equipment from the system shall be completed within eighteen (18) months of notice of termination. Prior to commencement of phase-out work, NCTA will provide a general schedule and plan for this work. The Contractor shall comply with the plan to ensure all aspects of Operations, including toll collection at all times at all locations during phase-out. The plan may be modified from time to time to insure this seamless provision of Operations and toll collection throughout the system.
4. **Plan and Schedule for Equipment and Data Hand-Over.** The Contractor shall meet with replacement staff or contractors to facilitate handover of all NCTA-owned property, equipment, hardware, software, and project information that is clearly not the internal property of the Contractor.
5. **Plan and Schedule for CSC Facility Lease Transition.** The Contractor shall be responsible for facilitating the assignment and assumption of any unexpired lease for the CSC during the transition period.

3. GENERAL TERMS AND CONDITIONS

3.1. GENERAL

3.1.1. STANDARDS

1. Manufactured items and/or fabricated assemblies comprising Deliverables shall meet all requirements of the Occupational Safety and Health Act (OSHA), and State and Federal requirements relating to clean air and water pollution, if applicable. The Contractor shall provide and maintain a quality assurance system or program that includes any Deliverables and will tender to NCTA only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All manufactured items and/or fabricated assemblies comprising Deliverables are subject to operation, certification or inspection, and accessibility requirements as required:
 - a. by State or federal Regulation,
 - b. by the NCTA Chief Operating Officer's (COO) policy or regulation,
 - c. Acceptance with appropriate standards of operations or uses of said Deliverables as may be shown by identification markings or other means of the appropriate certifying standards organization.
2. **Site Preparation:** The Contractor shall provide NCTA complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed shall operate properly and efficiently within the site environment. The Contractor shall advise NCTA of any site requirements for any Deliverables required by NCTA's specifications. Any alterations or modification in site preparation which are directly attributable to incomplete or erroneous specifications provided by the Contractor and which would involve additional expenses to NCTA, shall be made at the expense of the Contractor.
3. **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon receipt of any notice of noncompliance issued by NCTA, Contractor shall supply proof of compliance with the specifications within ten (10) calendar days. Contractor shall provide written notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected at the sole discretion of NCTA; and any such alternates or substitutes shall be accompanied by Contractor's certification and evidence satisfactory to NCTA that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified. All alternates or substitutes are subject to approval by NCTA.

3.1.2. ACCEPTANCE CRITERIA

1. Within ten (10) calendar days of receipt, NCTA will provide written notification to the Contractor of any Deliverable described in the Contract that is not acceptable. The notice shall specify in reasonable detail the reason(s) a deliverable is unacceptable. NCTA acceptance shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of all applicable inspection and testing procedures as outlined in this Contract.
2. Should deliverables fail to meet any specifications or acceptance criteria, NCTA may exercise any and all rights hereunder, including such rights provided by the Uniform

Commercial Code as adopted in North Carolina. Deliverables that are defective or fail to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Deliverables or non-compliance with the specifications was not reasonably ascertainable upon initial inspection. If the Contractor fails to promptly cure the defect or replace the Deliverables, NCTA reserves the right to cancel the Contract or Purchase Order, contract with a different Contractor, and to invoice the original Contractor for any differential in price over the original Contract price. When Deliverables are rejected, the Contractor shall remove the rejected Deliverables from NCTA premises within seven (7) calendar days of notification, unless otherwise agreed by NCTA. Rejected items may be regarded as abandoned if not removed by Contractor as provided herein.

3.1.3. WARRANTIES

1. Contractor shall assign all applicable third party warranties for Deliverables to the Authority.

3.1.4. PERSONNEL

1. Contractor shall not substitute key personnel assigned to this Contract without prior written approval by NCTA. Any desired substitution shall be noticed to NCTA, accompanied by the names and references of Contractor's recommended substitute personnel. NCTA will approve or disapprove the requested substitution in a timely manner. NCTA may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, NCTA may request acceptable substitute personnel or terminate the contract services provided by such personnel.
2. NCTA reserves the right to assess a penalty of twenty thousand dollars (\$20,000.00) for any key personnel that are changed within the first twelve (12) months following go-live should the personnel remain with the Contractor's organization in any form. A penalty of ten thousand dollars (\$10,000.00) may be assessed for any key personnel that are changed during the second year following go-live should the personnel remain with the Contractor's organization in any form. These penalties are on a per occurrence basis.

3.1.5. SUBCONTRACTING

1. The Contractor may subcontract the performance of required services with other Contractors or third parties, or change subcontractors, only with the prior written consent of NCTA. Contractor shall provide NCTA with complete copies of any agreements made by and between Contractor and all subcontractors. The Contractor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the Contractor. Any contracts made by the Contractor with a subcontractor shall include an affirmative statement that NCTA is an intended third party beneficiary of the contract; that the subcontractor has no agreement with NCTA; and that NCTA shall be indemnified by the Contractor for any claim presented by the subcontractor. Notwithstanding any other term herein, Contractor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

3.1.6. CONTRACTOR'S REPRESENTATION

1. Contractor warrants that qualified personnel shall provide services in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Contractor agrees that it will not enter into any agreement with a third party that might abridge any rights of NCTA under this Contract. Contractor will serve as the prime Contractor under this Contract. Should NCTA approve any subcontractor(s), the Contractor shall be legally responsible for the

performance and payment of the subcontractor(s). Names of any third party Contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents and shall not limit Contractor's obligations hereunder. Third party subcontractors, if approved, may serve as subcontractors to Contractor. Contractor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

3.2. INTELLECTUAL PROPERTY

3.2.1. PATENT, COPYRIGHT AND TRADE SECRET PROTECTION

1. Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of services for NCTA, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative works, the Contractor hereby grants NCTA a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's purposes.
2. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by NCTA to Contractor. NCTA hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Contractor's internal use to non-confidential Deliverables originated and prepared by the Contractor for delivery to NCTA.
3. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Contractor, or the operation of such Deliverables pursuant to a current version of Contractor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - a. That the Contractor shall be notified within a reasonable time in writing by NCTA of any such claim; and,
 - b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that NCTA shall have the option to participate in such action at its own expense.
4. Should any services or software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, NCTA shall permit the Contractor, at its option and expense, either to procure for NCTA the right to continue using the goods/hardware or software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/hardware or software by NCTA shall be prevented by injunction, the Contractor agrees to take back such goods/ hardware or software, and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist NCTA in procuring substitute Deliverables. If, in the sole opinion of NCTA, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Contractor under this Contract impractical, NCTA shall then have the option of

terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage.

5. Contractor will not be required to defend or indemnify NCTA if any claim by a third party against NCTA for infringement or misappropriation (i) results from the State's alteration of any Contractor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving notice they infringe a trade secret of a third party.
6. Nothing stated herein, however, shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights.

3.2.2. TOLLS DATA OWNERSHIP AND SECURITY

1. All data, records, reports, report formats and operations history information shall remain property of the NCTA at all times during the life of the Contract and after Contract termination.
2. The Contractor shall ensure that no unauthorized personnel will have access to individual facilities, cabinets, data and records, payment histories, any personal information of existing or potential NCTA toll customers. Paper records shall be locked when not in use; systems shall have secure password and ID controls for any data access.

3.3. OTHER GENERAL PROVISIONS

3.3.1. GOVERNMENTAL RESTRICTIONS

1. In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Contractor shall provide written notification of the necessary alteration(s) to NCTA. NCTA reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract. NCTA may advise Contractor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Contractor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified in the Contract, NCTA may terminate this Contract and compensate Contractor for sums due under the Contract.

3.3.2. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:

1. Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Contractor further warrants that no commission or other payment was or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall be expressly communicated to the Authority in writing prior to acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the bidder(s) or Contractor(s) as permitted by 9 NCAC 06B.1009 (f), 06B.1030, or other provision of law.

3.3.3. EQUAL EMPLOYMENT OPPORTUNITY

1. Contractor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

3.3.4. INSPECTION AT CONTRACTOR'S SITE

1. NCTA reserves the right to inspect, during Contractor's regular business hours at a reasonable time, upon notice of not less than two (2) weeks, and at its own expense, the prospective Deliverables comprising equipment or other tangible goods, or the plant or other physical facilities of a prospective Contractor prior to Contract award, and during the Contract term as necessary or proper to ensure conformance with the specifications/requirements and their adequacy and suitability for the proper and effective performance of the Contract.

3.3.5. ADVERTISING / PRESS RELEASE

1. The Contractor absolutely shall not publicly disseminate any information concerning the Contract without prior written approval from the State or its Agent. For the purpose of this provision of the Contract, the Agent is the Authority Contract Administrator unless otherwise named in the solicitation documents.

3.3.6. CONFIDENTIALITY

1. In accordance with 9 NCAC 06B.0207 and 06B.1001 and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1 et. seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.
 - a. Care of Information: Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Authority during performance of any contractual obligation from loss, destruction or erasure.
 - b. Contractor warrants that all its employees and any approved third party Contractors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Contractor will, upon request of the

State, verify and produce true copies of any such agreements. Production of such agreements by Contractor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in NCGS §132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Contractor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.

- c. Nondisclosure: Contractor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.

3.3.7. DELIVERABLES

1. Deliverables, as used herein, shall comprise all project materials, including goods, software licenses, data, and documentation created during the performance or provision of services hereunder. Deliverables are the property of NCTA. Proprietary Contractor materials licensed to NCTA shall be identified to NCTA by Contractor prior to use or provision of services hereunder and shall remain the property of the Contractor. Embedded software or firmware shall not be a severable Deliverable. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software. All Software source and object code is the property of Licensor and is licensed nonexclusively to NCTA, at no additional license fee, pursuant to the terms of the software license contained herein, and in the Supplemental Terms and Conditions for Software and Services or the License Agreement if incorporated in the Solicitation Documents.

3.3.8. LATE DELIVERY, BACK ORDER

1. Contractor shall advise NCTA immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such notice, Contractor shall state the projected delivery time and date. In the event the delay projected by Contractor is unsatisfactory, the Authority shall so advise Contractor and may proceed to procure substitute Deliverables or services.

3.3.9. ACCESS TO PERSONS AND RECORDS

1. Pursuant to N.C. General Statute 147-64.7, NCTA, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other Authority of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. The Contractor, including subcontractors, shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Contract. Additional audit or reporting requirements may be required by any Authority, if in NCTA's opinion, such requirement is imposed by federal or State law or regulation.

3.3.10. ASSIGNMENT

1. Contractor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Contractor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm this Contract atoning to the terms and conditions agreed, and that Contractor shall affirm that the assignee is fully capable of performing all obligations of Contractor under this Contract. An assignment may be made, if at all, in writing by the Contractor, Assignee and the State setting forth the foregoing obligation of Contractor and Assignee.

3.3.11. INSURANCE COVERAGE

1. During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:
 - a. **Worker's Compensation** - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any work under the Contract. If any work is sublet, the Contractor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract.
 - b. **Commercial General Liability Policy** - Combined Single Limits: \$1,000,000.00 per person, \$3,000,000.00 per occurrence The Commercial General Liability Policy shall include contractual liability coverage and must be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.
 - c. **Business Automobile Liability Policy** - to include liability coverage covering all owned, hired and non-owned vehicles used in connection with the Contract. Combined Single Limits: \$1,000,000.00 per person \$3,000,000.00 per occurrence.
 - d. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

3.3.12. DISPUTE RESOLUTION AND DISPUTE RESOLUTION BOARD

1. Disputes will be subject to mediation, as provided for by NCTA in its design-build contracts. If a Dispute arises in a case that involves cost and/or time (either credits or additions) that remains unresolved following good faith negotiations between authorized representatives of the Contractor and the NCTA, Contractor agrees to utilize the formal Dispute Review Board (DRB) process as defined in **Appendix K**. The Dispute Review Board will be comprised of three neutral individuals mutually selected by the Contractor

and NCTA to review Disputes and render findings and recommendations based on the Contract.

2. The provisions for a formal DRB review process shall be those described in Appendix K. In all cases where the Dispute Resolution terms and conditions refer to the "Design-Build Team" insert the term "Operations Contractor,".

3.3.13. DEFAULT

1. In the event any Deliverable furnished by the Contractor during performance of any Contract term fails to conform to any material requirement of the Contract specifications, notice of the failure is provided by NCTA and the failure is not cured within ten (10) calendar days, or Contractor fails to meet the requirements of Paragraph 3.1.2 herein, NCTA may cancel and procure the articles or services from other sources; holding Contractor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 3.3.15 and 3.3.16 and the obligation to informally resolve disputes as provided in these Terms and Conditions. Default may be cause for debarment as provided in 09 NCAC 06B.1030. NCTA reserves the right to require performance guaranties pursuant to 09 NCAC 06B.1031 from the Contractor without expense to the State. The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. NCTA allows for ten (10) calendar days to rectify a problem and thirty (30) calendar days to cure a termination.
2. If Contractor fails to deliver Deliverables within the time required by this Contract, NCTA may provide written notice of said failure to Contractor, and by such notice require payment of a penalty.
3. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's bid documents that prove erroneous or are otherwise invalid.
4. Should NCTA fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to NCTA's failure. Any deadline that is affected by any such failure in assumptions or performance by NCTA shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
5. Contractor shall provide a plan to cure any default if requested by NCTA. The plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Contractor may deem necessary or proper to provide.
6. Contractor is responsible for compliance with all performance standards as defined in Section V Performance Specifications of the RFP. For each occurrence of non-compliance NCTA reserves the right to assess liquidated damages in the amount of two thousand dollars (\$2,000.00). These liquidated damages will be in the form of a reduction in payment of the next invoice in the amount of the damages assessed. Liquidated damages will not be assessed for any non-compliance outside of Contractor's control, as determined by NCTA.
7. Contractor and NCTA acknowledge that such liquidated damages are reasonable in order to compensate NCTA for damages it will incur due to Contractor default as described in this section. Such damages include loss of use, enjoyment and benefit of work under the contract and injury to the credibility and reputation of the NCTA's toll operation services with policy makers and the general public who depend on and expect

availability of service. Injury to credibility and reputation may directly result in loss of revenue for tolls incurred on NCTA facilities and additional costs administering the Contract.

8. Contractor further acknowledges that these damages are incapable of accurate measurement because of, among other things, the unique nature of the scope of work under the Contract and the unavailability of a substitute for it.

3.3.14. WAIVER OF DEFAULT

1. Waiver by either party of any default or breach by the other Party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of the Authority and the Contractor, and made as an amendment to this Contract pursuant to specific information below.

3.3.15. LIMITATION OF CONTRACTOR'S LIABILITY

1. Where Deliverables are under NCTA's exclusive management and control, the Contractor shall not be liable for direct damages caused by NCTA's failure to fulfill any responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for NCTA's intended use of the Deliverables.
2. The Contractor's liability for damages to NCTA for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to two (2) times the value of the Contract.
3. The foregoing limitation of liability shall not apply to the payment of costs and damage awards referred to in the Paragraph entitled "Patent, Copyright, and Trade Secret Protection", to claims covered by other specific provisions calling for liquidated damages or specifying a different limit of liability, or to claims for injury to persons or damage to property caused by Contractor's negligence or willful or wanton conduct. This limitation of liability does not apply to the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract.

3.3.16. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of NCTA, employees of NCTA, persons designated by NCTA for training, or person(s) other than agents or employees of the Contractor, designated by NCTA for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at NCTA's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold NCTA and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or subcontractors, in the performance of this Contract.
3. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or

attachments that may result from the normal operation and maintenance of the Contractor's goods.

3.3.17. GENERAL INDEMNITY

1. The Contractor shall hold and save NCTA, its officers, agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damage, accruing or resulting to any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defence by the Contractor shall be conditioned upon the following:
 - a. NCTA shall give Contractor written notice within thirty (30) calendar days after it has actual knowledge of any such claim(s) or action(s) filed; and
 - b. The Contractor shall have the sole control of the defence of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that NCTA shall have the option to participate at their own expense in the defence of such claim(s) or action(s) filed.

3.3.18. CHANGES

1. This Contract is awarded subject to shipment of quantities, qualities, and prices indicated in the Contract, and all conditions and instructions of the Contract or proposal on which it is based. Any changes made to this Contract or purchase order proposed by the Contractor are hereby rejected unless accepted in writing by NCTA. NCTA shall not be responsible for Deliverables or services delivered other than those specified in the Contract or the proposal on which it is based.

3.3.19. TIME IS OF THE ESSENCE

1. Time is of the essence in the performance of this Contract. Contractor and NCTA will mutually develop and agree to a schedule of implementation, testing, maintenance, etc. Contractor and subcontractors will be required to adhere to the approved schedule.

3.3.20. DATE AND TIME WARRANTY

1. The Contractor warrants that any Deliverable, whether hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs any date and/or time data recognition function, calculation, or sequencing, will provide accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract unless otherwise specified in the negotiated contract.

3.3.21. INDEPENDENT CONTRACTORS

1. Contractor and its employees, officers and executives, and subcontractors, if any, shall be independent Contractors and not employees or agents of the State. This Contract shall not operate as a joint venture, partnership, trust, authority or any other business relationship.

3.3.22. TRANSPORTATION

1. Transportation of Deliverables shall be FOB Destination unless otherwise specified in this RFP. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by NCTA. In cases where parties, other than the Contractor ship materials against this Contract, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment.

3.3.23. NOTICES

1. Any notices required under this Contract should be delivered to the Contractor or NCTA. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

3.3.24. TITLES AND HEADINGS

1. Titles and Headings in this Contract are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

3.3.25. AMENDMENT

1. This Contract may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of NCTA and Contractor in conformance with contract requirements.

3.3.26. TAXES

1. The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Contractor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Contractor by Agencies, as applicable, during the term of this Contract. Applicable State or local sales taxes shall be invoiced as a separate item and not included in the price proposal.

3.3.27. GOVERNING LAWS, JURISDICTION, AND VENUE

1. This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Contract or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Contractor agrees and submits, solely for matters relating to this Contract, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
2. Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern this Contract. To the extent the Contract entails both the supply of "goods" and "services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

3.3.28. FORCE MAJEURE

1. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Force Majeure events shall not otherwise limit NCTA's rights to enforce contracts.

3.3.29. COMPLIANCE WITH LAWS

1. The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

3.3.30. SEVERABILITY

1. In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

3.3.31. FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT

1. The Parties agree that the Authority shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

**APPENDICES
FOR
REQUEST FOR PROPOSALS**

**Toll Customer Service Center Operations
Traffic Management Center Operations
Ferry Phone Reservation Operations**

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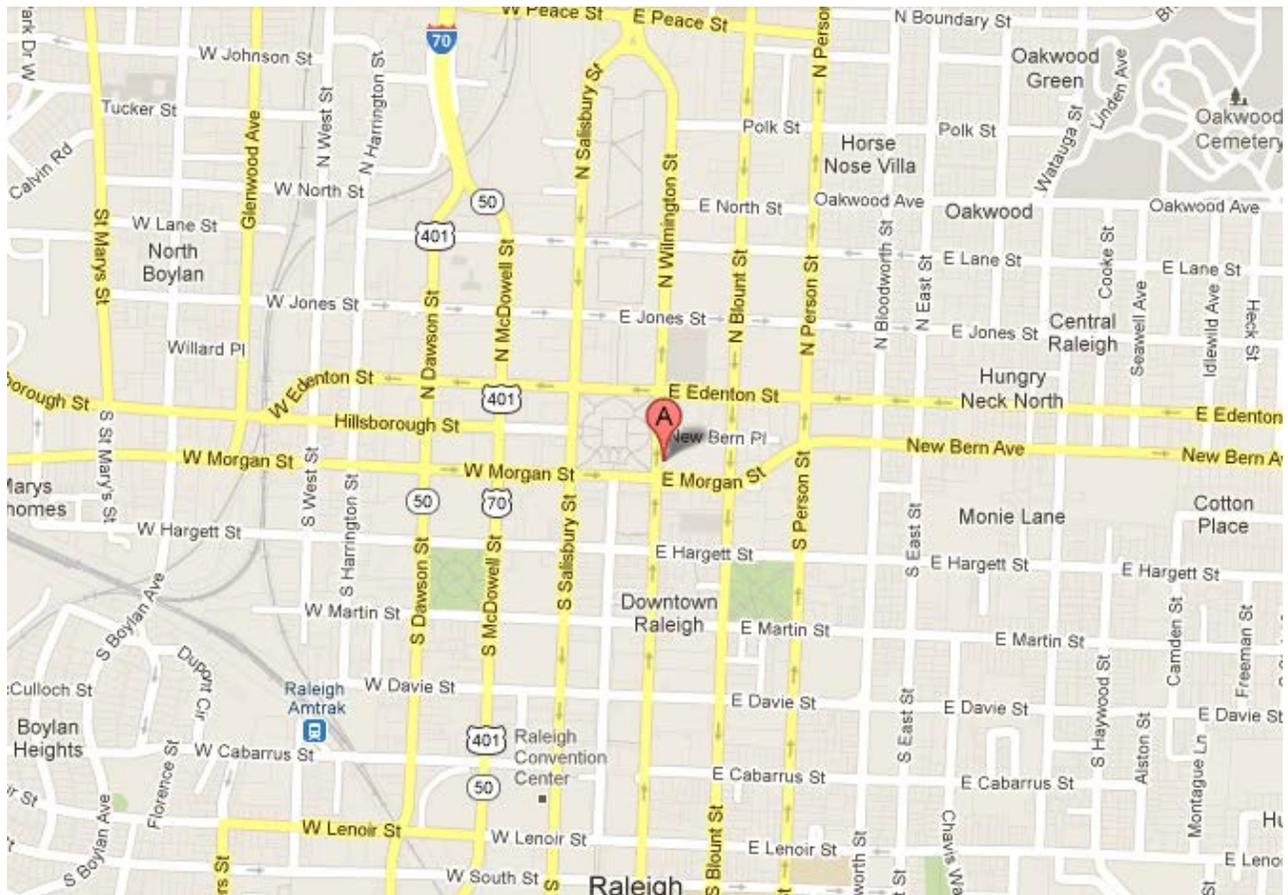
Pre-Bid Meeting Location 2

Site Visit-Customer Service Center 3

Site Visit-Traffic Management Center..... 4

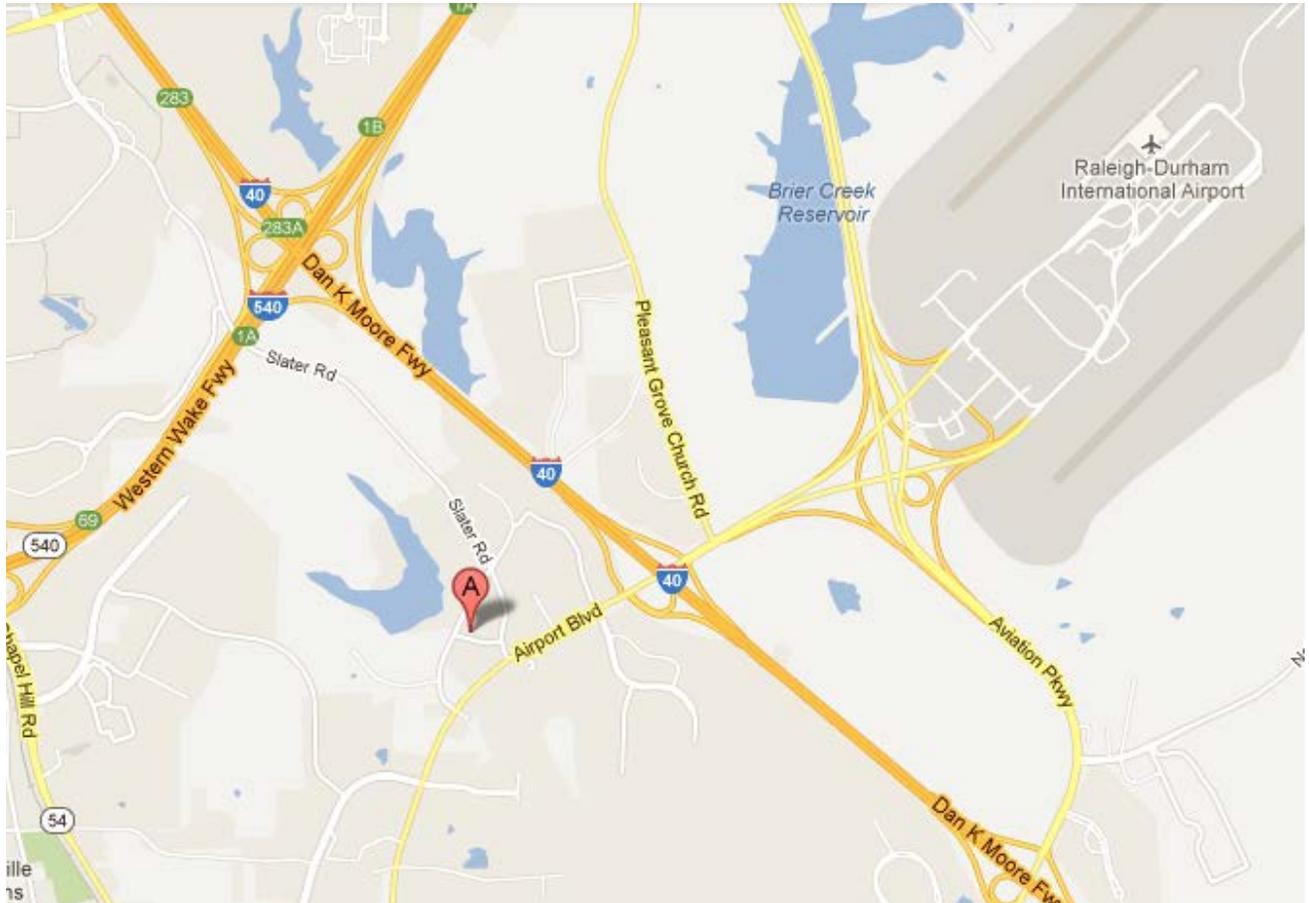
Pre-Bid Meeting

North Carolina Department of Transportation
Highway Building Auditorium
1 South Wilmington Street
Raleigh, NC 27601



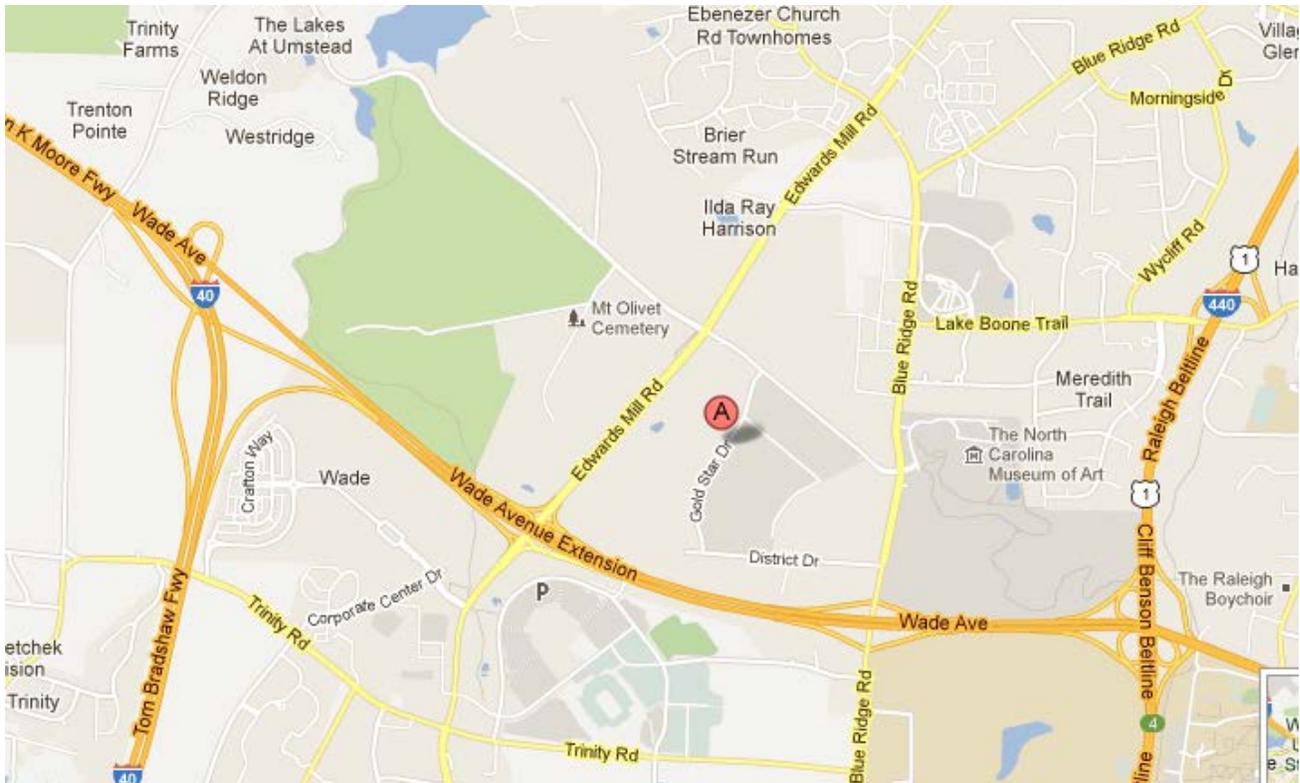
Site Visit-Customer Service Center

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Site Visit-Traffic Management Center

State Transportation Operations Center
NC National Guard Headquarters
1636 Gold Star Drive
Raleigh, NC 27607



REQUEST FOR PROPOSAL-QUESTION SUBMITTAL FORM					
Q #	Page #	RFP Section #/Name	Sub-Section	Reference Language	Contractor Question
1	III.4	Section III/ SOW	2.1.1 Lease	The Contractor shall assume the current unexpired lease of the CSC..... on lease assumption.	
2					
3					
4					
5					
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8					
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10					

Please Submit in Excel using the format depicted.

**NORTH CAROLINA TURNPIKE AUTHORITY
POLICIES AND PROCEDURES FOR THE PROCUREMENT
OF
COMMODITIES AND SERVICES**

RESPONSIBILITY

The North Carolina Turnpike Authority (hereinafter referred to as the "NCTA" or "Authority") is responsible for administering the agency program for procuring commodities, goods, information technology and services. These policies and procedures shall apply to the acquisition of all equipment, materials, supplies, printing, and services, through outright purchase, rental, lease, lease-purchase, or installment purchase. The Executive Director is hereby authorized to develop administrative controls and operation manuals to implement the authority and responsibilities for implementing the policies and procedures promulgated herein.

POLICY STATEMENT AND SCOPE

It is the Authority's policy to administer its procurement program in a manner that ensures and encourages free and open competition and based upon sound procurement procedures and management. Unless an exception is approved by NCTA Board of Directors to meet special needs or emergency circumstances, NCTA procurements shall comply with the policies and procedures as prescribed herein.

It is the Authority's policy to encourage and promote the use of historically underutilized businesses, including but not limited to small contractors, minority contractors, physically handicapped contractors and women contractors in the procurement of general commodities and services, information technology and consultant services. In promoting the use of historically underutilized businesses, the Authority will be guided by statutory provisions set forth in Article 3 of Chapter 143 of the North Carolina General Statutes and guidance set forth by the Department of Transportation and DOA. When federal aid funds are utilized on turnpike projects, the Authority will adhere to the Disadvantaged Business Enterprise ("DBE") requirements as those may be applicable to the Authority's procurement program.

PROCUREMENT PROCEDURES

I. PROCUREMENT PROCEDURES FOR GENERAL COMMODITIES AND SERVICES

a) Small Purchases: A small purchase is defined as the purchase of commodities (equipment, materials and supplies), services or printing, not covered by a State or Authority term contract, involving an expenditure of funds of five thousand dollars (\$5,000) or less. The Executive Director, or his designee, shall set forth, in writing, purchasing procedures for making small purchases. The Executive Director shall keep an account of all such expenditures and make such reports to the Board as may be requested.

b) Purchases Between Five Thousand Dollars and Ten Thousand Dollars: For purchases involving an expenditure of funds over five thousand dollars (\$5,000) but less than ten thousand dollars (\$10,000), such expenditures shall be approved in the Annual Plan of Work, in the Authority budget or by the Board. The NCTA shall solicit three written quotes. If the NCTA is unable to obtain three written quotes, written justification will be provided to the Executive Director or his or her designee for approval prior to purchase. The Executive Director shall keep an account of all such expenditures and make such reports to the Board of as may be requested.

c) Purchases Over Ten Thousand Dollars: For purchases involving an expenditure of funds over ten thousand dollars (\$10,000), such expenditures shall be authorized in the Annual Plan of Work, in the Authority budget or by the Board. The NCTA shall adhere to the following procedures:

- i) Competition shall be solicited;
- ii) Solicitation documents requesting or inviting offers shall be issued; and
- iii) Mailing lists may be used also for the purpose of soliciting competition.

Competitive Bidding Procedure for Purchases Over Ten Thousand Dollars:

(1) Where the total requirements for commodities, services or printing jobs involve an expenditure of funds in excess of \$10,000, a competitive bidding procedure shall be utilized as follows:

- (a) Sealed offers for commodities and printing shall be solicited via advertisement, and
- (b) After opening and evaluating the offers received, the Authority shall award contracts.

(2) For service contracts, the NCTA shall prepare a task description of the services requested and the desired results. Task descriptions shall contain all of the following:

- (a) The date(s) of service (The contract shall not be for more than three years including extensions and renewals, without the prior approval of the Authority Board);
- (b) Detailed specifications or type and level of work required;
- (c) What the NCTA shall furnish;
- (d) What the Contractor shall furnish;
- (e) The method, schedule, and procedures for billing and payments; and
- (f) Other subject matters bearing on the conduct of the work.

(3) Evaluation:

- (a) In determining the award of contracts, bona fide offers shall be considered and evaluated as provided by this Policy. The evaluation criteria to be used in determining the award of contract shall be identified in the procurement document.
- (b) An unexecuted offer or an offer without a delivery time shall be rejected.
- (c) During the period of evaluation and prior to award, only the information provided in the tabulation is public record. Possession of offers, including any accompanying information submitted with the offers, shall be limited to persons in the NCTA who are responsible for handling the offers and accompanying information, and to others determined necessary by the NCTA, for the purpose of evaluation and award of contract. Offeror participation in the evaluation process shall not be permitted. Any communication with an offeror that may be necessary for purpose of clarification of its offer shall be conducted by persons in the NCTA who are responsible for handling the offers and accompanying information. After award of the contract or when the need for the item or service is canceled, the complete file shall be available to any interested party with the exception of trade secrets.

II. PROCUREMENT PROCEDURES FOR INFORMATION TECHNOLOGY AND IT SERVICES

Information technology (IT) purchases shall be in accordance generally with "Best Value" information technology procurements (G.S. 143-135.9) as follows:

"Best Value procurement means the selection of a contractor based on a determination of which proposal offers the best trade-off between price and performance where quality is considered an integral performance factor. The award decision will be based on multiple factors, including: total costs of ownership; cost of acquiring, operating, maintaining and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance."

Unless an exception is approved by NCTA Board of Directors for special needs or emergency circumstances, information technology procurements by the NCTA shall comply with the following delegations and procedures:

- a) Purchases of Less than \$5,000: A small purchase is defined as the purchase of IT goods and services, where the expenditure of funds is five thousand dollars (\$5,000) or less. The Executive Director, or his designee, shall set forth in writing purchasing procedures for making small purchases consistent with the documentation required pursuant to the Authority's administrative policies. The

Executive Director shall keep an account of all such expenditures and make such reports to the Board as may be requested.

- b) Purchases of More than \$5,000: For purchases involving an expenditure of funds over five thousand dollars (\$5,000), such expenditures shall be approved in the Annual Plan of Work, in the Authority budget or by the Board. The Executive Director shall keep an account of all such expenditures and make such reports to the Board as may be requested. The Executive Director will utilize the following methodologies to encourage competition:
- i) The Executive Director or his or her designee will issue a solicitation document requesting or inviting offers;
 - ii) The solicitation document will include terms and conditions for the procurement of the goods and services; and
 - iii) The NCTA may request a distribution list, if available from State Information Technology Services (ITS), and use the ITS list in addition to any distribution list developed and maintained by the NCTA for the purpose of soliciting competition.
- c) Types of solicitations: The following types of solicitation methods may be used:
- (1) One-step Request for Proposals (RFP) - The Technical and Price Proposal is submitted in a single document.
 - (A) If the lowest priced technically acceptable method of source selection is used, only clarifications are allowed.
 - (B) If the trade off or ranking method of source selection is used, communications may be established to clarify competitive ranges or to negotiation final price.
 - (2) Two-step RFP - The Technical Proposal (step one) and the Price Proposal (step two) are submitted in separate documents.
 - (A) If the lowest priced technically acceptable method is used, technical responses (step one) are evaluated for acceptability only. Only clarifications with offerors are allowed. Price offers are opened (step two) for only those offerors who submitted technically acceptable responses. Selection is made by low price analysis.
 - (B) If the ranking method of source selection is used, Technical Proposals (step one) are submitted, after which clarifications, communications to establish a competitive range, and negotiations with offerors may be allowed as specified in the solicitation document. Price Proposals (step two) will be requested only from offerors placed in the competitive range after the technical evaluation and discussion phase is concluded. Subsequent negotiations may be conducted with offerors after receipt of Price Proposals. Final price adjustments or best and final offers may be allowed.
- d) Authorized Procurement Methods for Competitive Source Selection for IT and IT Services:
- i) "Best Value" Source Selection method:
 - (1) The appropriate best value bidding method will be determined by the Executive Director, or his or her designee.
 - (2) A conference or site visit may be scheduled, as deemed necessary and specified in the solicitation document.
 - (3) A public bid opening will be conducted following receipt of offers.
- For solicitations that allow for negotiation after receipt of offers, only the names of responding bidders will be revealed. Price information will be made public after evaluation and award.
- (4) The NCTA will establish a technical evaluation committee to evaluate the offers in accordance with the evaluation factors specified in the solicitation document. For solicitations that include a best value ranking process, scoring and ranking may be determined by using any consistent rating methodology, including adjectival, numerical, or ordinal ranking. Relative strengths,

deficiencies, weaknesses, and risks supporting the evaluation will be documented in the contract file. Evaluation factors may include but are not limited to:

- (a) quality factors;
- (b) delivery and implementation schedule;
- (c) maximum facilitation of data exchange and systems integration;
- (d) warranties, guarantees, and return policies;
- (e) vendor financial stability;
- (f) consistency of the proposed solution with the states strategic program direction;
- (g) effectiveness of business solution and approach;
- (h) industry and program experience; prior record of vendor performance;
- (i) vendor expertise with similar projects;
- (j) proven development methodologies and tools; and
- (k) innovative use of technologies.

(5) Clarifications, communications to establish a competitive range, or negotiations may be conducted with offerors after receipt of offers in accordance with instructions and procedures set forth in the solicitation document and as appropriate to the method of source selection chosen. In those cases where negotiation is permitted by procedures set forth in the solicitation document, offerors may be allowed to submit best and final offers subsequent to negotiated changes in the initial offer or previous offer.

(6) The technical evaluation committee will determine a final ranking of all offers under consideration using only the criteria set forth in the solicitation document. The offerors will be ranked from most advantageous to least advantageous to the NCTA.

(7) Award will be made to the responsive and responsible offeror whose offer is determined in writing to be the most advantageous to the NCTA, using the evaluation factors set forth in the solicitation. If the lowest price technically acceptable method is used, award will be made to the responding and responsible offeror with the lowest price.

ii) A "Trade-off method" of source selection may be utilized when it is in the best interest of the NCTA to consider award to other than the lowest priced offer or other than the highest technically qualified offer. For a solicitation using a trade-off source selection method, the following will apply:

- (1) All evaluation factors that will affect the contract award decision and their relative importance will be clearly stated in the solicitation.
- (2) Price will be considered as an evaluation factor in the selection process. The solicitation will state the importance or numerical weight of all evaluation factors including price.
- (3) Offers will be ranked using the evaluation factors and their relative importance or weight as defined in the solicitation document. The relative overall ranking of any offer may be adjusted up or down when considered with, or traded-off against, other non-price factors. For example, an offer with the lowest price when compared to other offers would normally receive the best ranking in the price evaluation category. However, if other non-price evaluation factors received low rankings, the overall ranking of the offer would be reduced.
- (4) Clarifications are permitted. If specified in the solicitation, communications and negotiations may be permitted after receipt of offer.

iii) The "Lowest Price Technically Acceptable" source selection method may be used when best value is expected to result from selection of the technically acceptable offer with the lowest evaluated price. When using the lowest price technically acceptable method, the following will apply:

- (1) The evaluation factors that establish the requirements of acceptability will be set forth in the solicitation. Solicitations will specify that award will be made on the basis of the lowest evaluated price of those proposals that meet or exceed the acceptability requirements for non-price factors.
- (2) Trade-offs between price and non-price factors will not be permitted.
- (3) Proposals will be evaluated for acceptability but will not be ranked using the non-price factors.
- (4) Only clarifications will be permitted.

iv) Other competitive best value source selection methodologies may be used if they are determined to be advantageous to the NCTA and are approved for use by the Executive Director or his or her designee.

II. PROCUREMENT PROCEDURES FOR CONSULTANT SERVICES.

Consultant services shall mean work or task(s) performed by State employees or independent contractors possessing specialized knowledge, experience, expertise and professional qualifications to investigate assigned problems or projects and to provide counsel, review, analysis or advice in formulating or implementing improvements in programs or services.

a) Contracting Procedures for Consultants: The NCTA shall acquire consultant services only when the contract is in the best interests of the Authority and the State. In acquiring such services, competition shall be sought whenever practicable.

b) Consultant Contract with other Agencies: Consultant services shall be obtained from other agencies when such services substantially would meet the reasonable specifications of the project.

c) Request for Authority to Contract with Consultants: Before receiving authorization to seek consultant services, an agency shall submit to the written justification for its request for consultant services to the Office of the Governor of North Carolina in compliance with Article 3C of GS 143. This written justification shall at a minimum explain what services the agency desires to secure, why the work to be performed by the consultant cannot be reasonably accomplished by employees of the requesting agency, how the work to be performed relates to the proper functions of the agency, what benefits the agency expects to receive from the consultant's services, what the agency estimates to be the cost of the services sought, and what potential sources of consultant services if any the agency has identified. If the NCTA is requesting authority to contract for consulting services outside of State government, it shall also detail what potential sources of those services exist within State government and explain why the desired services were not available from those sources. The written justification shall be accompanied by a letter of endorsement for the proposed contract(s) from the Executive Director or his designee. The NCTA may be required by the Governor or designee, to:

- i) canvass additional sources within state government;
- ii) solicit proposals from private contractors;
- iii) execute a negotiated contract(s) without competitive proposals if the Governor determines that performance or price competition is not available or that the requirement is for an authorized cooperative project with another governmental unites) or a public or private nonprofit organization(s) or that the contract price is too small to justify soliciting competitive proposals; or
- (iv) abandon the project for being outside the scope of the agency's responsibilities or for having insufficient benefit to the NCTA or State relative to the potential expenditure of funds.

d) Competitive Proposals: If the NCTA receives approval from the Office of the Governor to solicit proposals for consultant services, the NCTA shall:

- i) Prepare a request for proposals in accordance with these policies and disseminate among prospective service providers;
- ii) Circulate the request for proposals to such sources of consultant services;
- iii) Publicly open all proposals received at a date and time set in the request for proposals; however, in a two-step evaluation process, only the technical proposal shall be opened on the opening date. The cost proposal is opened only if the technical proposal is determined by the State to be acceptable;
- iv) Review all proposals received on the basis of evaluation criteria significantly related to the function to be performed and equally applied to all proposals received;
- v) Prepare a file memorandum citing criteria for selection and contract award.

e) Negotiated Consultant Contracts: If the NCTA enters into a negotiated contract(s) for consultant services without soliciting competitive proposals, the NCTA shall submit the proposed contract(s) to the Office of the Governor for review and approval prior to execution. Upon completion of this review the

requesting agency shall be notified in writing by the Governor or his designee that an approved contract(s) may be executed.

f) Consultant Contract Modification: Any modification to an approved contract(s) shall be subject to the same approval requirements as the original contract(s). The Governor or his designee may at his option, during the process of reviewing requests for contract modifications, waive any of the provisions of this Policy.

g) Format: All contracts for consultant services shall be in writing and shall be executed by the Executive Director.

h) Relationship of Consultant to State: No contract for consultant services shall create an employer-employee relationship between the State of North Carolina and the consultant.

ELECTRONICS, TELEGRAPH, FACSIMILE, AND TELEPHONE OFFERS

Electronic, telegraph, facsimile, and telephone offers shall not be accepted in response to solicitations that are required to be sealed.

RECALL OF OFFERS

Offers may be recalled prior to opening upon signed request from an authorized agent of the company. .

PUBLIC OPENING

Advertised procurements shall be publicly opened at the time, date, and place identified in the procurement document. At the time of opening, the names of the companies, the manufacturer(s) and catalog number(s) of the item(s) they have offered and the prices, deliveries and payment terms they have submitted shall be tabulated and this tabulation shall become public record, except as provided in this Policy.

Under a two-step process, the cost/price offer(s) shall not become public record until the technical offer(s) are evaluated (first step) and then only those offerors determined to have acceptable technical offers shall have their cost/price offers opened (second step). The cost/price offers from offerors whose technical offers were deemed unacceptable shall remain unopened. The remaining cost/price offers shall be publicly opened, and the offeror(s) with the acceptable technical offer(s) notified of the time and place for the opening. At least two agency working days-notice shall be given prior to the opening. In addition, there shall be at least two agency employees present at the opening.

LATE OFFERS, MODIFICATIONS, OR WITHDRAWALS

No late offer, late modification, or late withdrawal shall be considered unless received before contract award, and the offer, modification, or withdrawal would have been timely but for the action or inaction of NCTA personnel directly serving the procurement process. The offeror shall have his offer delivered on time, regardless of the mode of delivery used, including the U.S. Postal Service or any other delivery services available.

ERROR/CLARIFICATION

When an offer appears to contain an obvious error or otherwise where an error is suspected, the circumstances may be investigated and then may be considered and acted upon. Any action taken shall not prejudice the rights of the public or other offering companies. Where offers are submitted substantially in accordance with the procurement document but are not entirely clear as to intent or to some particular fact or where there are other ambiguities, clarification may be sought and accepted provided that, in doing so, no change is permitted in prices.

EXTENSION OF ACCEPTANCE TIME

When in the public interest, companies may be requested to extend the time offered for the acceptance of offers.

NOTIFICATION OF AWARD

The Authority shall post a notice of the resulting contract award via the NCTA website or through the State Division of Purchasing and Contract when utilizing said services.

LACK OF COMPETITION

The purpose of soliciting offers is both to seek and to obtain competition; the responsibility is dual. Where only a single offer or a single acceptable offer is received or, otherwise, where reasonable and available competition is not obtained, the reason shall be ascertained and made a matter of record.

TABULATIONS AND ABSTRACTS

Telephone, electronic, and written requests for detailed or written tabulations and abstracts of offers shall not be honored.

SOLICITATION DOCUMENTS

A solicitation document is defined as a written Request for Quotes, Request for Proposals (RFP) or an Invitation for Bids (IFB). The NCTA shall use the IFB or RFP document, whichever is applicable, when soliciting competition on contracts valued over ten thousand dollars (\$10,000). The IFB and RFP solicitation documents shall require bidders or offerors to certify that each bid or offer is submitted competitively and without collusion.

DIVISION OF REQUIREMENTS

The NCTA shall not divide requirements in order to keep the expenditure under its \$5,000 small purchase limit and thereby avoid following the appropriate contracting requirement. In the case of similar and related items and groups of items, the dollar limits apply to the total cost rather than the cost of any single item.

ADVERTISEMENT REQUIREMENTS

Solicitation documents shall be advertised at least once and at least 10 days prior to the date designated for opening. This Policy does not prevent solicitation of offers by additional direct mailings or additional advertisement. The solicitation documents shall include such relevant information as specifications and requirements; terms and conditions; a short description of the commodity, service or printing requirement; and the opening date, time and place. If the solicitation requires potential offerors to attend a mandatory conference or mandatory site visit, this information shall also be furnished with the advertisement, to include date, time, location, contact person and the contact person's phone number. Within three agency working days from the award of a contract, the NCTA shall post an award notice directly to the NCTA website on the internet. The award notice shall be posted for at least 30 consecutive calendar days. This award notice shall identify the contract and award information.

MANDATORY CONFERENCES/SITE VISITS

(1) When a solicitation requires potential offerors to attend a mandatory conference or mandatory site visit, the date, time, location, and other pertinent details of the conference or site visit shall be given in the solicitation document, and in the advertisement.

(2) If only one potential offeror attends the mandatory conference or mandatory site visit, the conference or site visit may continue to be conducted, but the solicitation shall be canceled immediately following the conference or site visit. If this occurs; the NCTA shall investigate why only one potential offeror was in attendance and ascertain if there is any competition available. If it is determined that competition is available, the NCTA shall again attempt to obtain competition by following this Policy. If it is determined that there is no competition available, then the procurement may be handled as a waiver as permitted by this Policy.

(3) Any and all questions by a potential offeror regarding a solicitation document shall be addressed to the persons in the NCTA who are responsible for handling the offers and accompanying information. Any and all revisions to the solicitation document shall be made only by written addendum. Verbal communications from whatever source are of no effect.

REJECTION OF OFFERS

In soliciting offers, any and all offers received may be rejected in whole or in part. Basis for rejection shall include, but not be limited to, the offer being deemed unsatisfactory as to quantity, quality, delivery, price or service offered; the offer not complying with conditions of the procurement document or with the intent of the proposed contract; lack of competitiveness by reason of collusion or otherwise or knowledge that reasonably available competition was not received; error(s) in specifications or indication that revision(s) would be to the state's advantage; cancellation of or changes in the intended project or other 12 determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances which prevent determination of the lowest responsible or most advantageous offer; any determination that rejection would be to the best interest of the NCTA or the State. Action in rejecting offers in whole or in part shall be made a matter of record.

NEGOTIATION

If the NCTA does not receive a satisfactory offer in response to a solicitation and all offers are rejected, negotiations may be conducted with all known sources of supply that may be capable of satisfying the requirement; if it is determined that soliciting offers again would serve no purpose. Negotiations shall be conducted in writing. If the negotiations are conducted with only one source or if only one source responds to the negotiations, the reason for lack of competition shall be documented in writing for public record. Negotiations may also be conducted under conditions that merit a waiver of competition, or in other situations that are advantageous as determined by the Authority Board.

PURCHASE OF USED ITEMS

The Policy stated herein regarding seeking competition shall be followed wherever feasible, when it appears that the acquisition of used commodities is in the public interest. Solicitation documents on used items may or may not include a request for prices on like new products, but in either case acquisition may be made on the basis of that which is considered most advantageous for the intended purpose.

REMOVAL OF CERTAIN ITEMS FROM GENERAL CONSTRUCTION

The NCTA shall review the items being included in a construction/renovation project and remove any items that it considers are non-related to the actual construction/renovation of the building. Items that are considered commodities or just furnishings, and that would complete the project for use by the Authority, shall be handled in accordance with this Policy. Items that are usually removed for construction/renovation projects include carpet, office panel systems, food service equipment, and furniture. If the NCTA determines that one of these items, or any item that is normally handled as a commodity purchase, is best suited for inclusion in the construction/renovation project, the Authority's justification shall be documented in writing for public record.

INSPECTION AND TESTING

In general, it is the responsibility of NCTA to inspect all materials, supplies, and equipment upon delivery to insure compliance with the contract requirements and specifications. The NCTA is responsible to insure that items and services purchased comply with applicable codes, statutes, local ordinances, policies or safety requirements.

SAMPLES

When samples are required in response to a solicitation document issued, the NCTA shall test, or have tested, those samples.

SPECIFICATIONS

When it is determined to be advantageous, the NCTA may authorize revisions to a contract specification, including any cost adjustment associated with any such revision, as part of contract administration, regardless of initial contract award.

REPORT OF DISCREPANCY

Where the goods, supplies, materials equipment, services or printing delivered fails to meet the specifications or contract requirements, the discrepancy shall be resolved by the Executive Director or his or her designee.

ENFORCEMENT OF GUARANTEES AND WARRANTIES

The NCTA shall enforce the contractual guarantee or warranty applying to the goods, supplies, materials, and equipment purchased. If the NCTA has difficulty in obtaining satisfactory performance including service as provided for in a guarantee or warranty, the vendor will be notified promptly. The NCTA shall notify the vendor promptly when latent or other defects are discovered.

TERM CONTRACTS

- (1) Term contracts, known also as indefinite quantity or requirements contracts, are used generally to establish suppliers and prices of a given commodity, group of commodities, printing, or services for a period of time without guaranteed quantities being specified.
- (2) A term contract is a binding agreement between purchaser and seller to buy and sell certain commodities, printing, or services at certain prices and under stipulated terms and conditions. It is neither an "approved list" nor a list of approved or ceiling prices.
- (3) A term contract shall be based upon competition.
- (4) The NCTA may issue solicitation documents for an agency specific term contracts for use by the Authority if the commodity, printing, or service is not covered by a statewide term contract.

DETERMINING FACTORS FOR ISSIDNG TERM CONTRACTS

In determining whether a product should be on an agency specific term contract, the NCTA shall consider such factors as volume, nature of the product, repetitiveness of use, relative stability of prices, and transportation costs.

SPECIAL ITEMS

In situations where a general type of item is covered by a statewide term contract but a special type item is needed for a particular application; the NCTA may proceed with the purchase of the special type item under this Policy. The need for the special type item in lieu of the general type item shall be justified by the NCTA in writing and documented in the agency file for public record.

EXTENSION OF CONTRACT TERMINATION DATES

When in the public interest, contractors may be requested to extend the scheduled termination dates of contracts.

PARTIAL AND MULTIPLE AWARDS

Partial, progressive or multiple awards may be made by reason of insufficient funds, legislative mandates, where it is advantageous to award separately by items or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service(s) or geographical areas. Notwithstanding the necessity for awards to more than one supplier in the case of some indefinite quantity contracts, such awards shall be limited to the number of suppliers deemed necessary to reasonably satisfy the intended requirements. Extreme care shall be exercised to protect the character and principles of competition. Quantities shall not be divided among companies on definite quantity requirements unless and except as provided in the procurement document.

WAIVER OF COMPETITION

Under conditions listed in this Policy, and otherwise if deemed to be in the public interest by the Authority Board, upon recommendation of the Executive Director, competition may be waived. Conditions permitting waiver include cases where:

- performance or price competition is not available;
- a needed product or service is available from only one source of supply;
- emergency action is indicated;
- competition has been solicited but no satisfactory offers received;
- standardization or compatibility is the overriding consideration;
- a donation predicates the source of supply;
- personal or particular professional services are required;
- a product or service is needed for the blind or severely disabled and there are overriding considerations for its use;
- additional products or services are needed to complete an ongoing job or task;
- products are bought for "over the counter" resale;
- a particular product or service is desired for educational, training, experimental, developmental or research work;
- equipment is already installed, connected and in service, and it is determined advantageous to purchase it;
- items are subject to rapid price fluctuation or immediate acceptance;
- there is evidence of resale price maintenance or other control of prices, lawful or unlawful, or collusion on the part of companies which thwarts normal competitive procedures;
- the amount of the purchase is too small to justify soliciting competition or where a purchase is being made and a satisfactory price is available from a previous contract;
- the requirement is for an authorized cooperative project with another governmental unites) or a charitable non-profit organization(s); and
- a used item(s) is available on short notice and subject to prior sale.

Although competition may be waived, competition is required wherever practicable. Where waiver is contemplated, the NCTA may negotiate with a potential vendor(s) in an effort to acquire the quality of commodity, service or printing needed at the best possible price, delivery, terms and conditions. Under an emergency or pressing need situation, a solicitation document requesting or inviting an offer(s) shall be issued, unless circumstances prohibit their use.

CONFIDENTIALITY

All information and documentation relative to the development of a contractual document (Request for Quotes, Request for Proposals, Waiver of Competition, Negotiation, etc.) for a proposed procurement or contract shall be deemed confidential in nature, except as deemed necessary by the purchaser to develop a complete contractual document. Such material shall remain confidential until the award of contract.

This includes all information and documentation relative to the development of a specification until the adoption of that specification or an award of contract if developed for a specific procurement or contract, whichever is later. During the period of evaluating offers and prior to award, only the information provided in the tabulation is public record. Possession of offers, including any accompanying information submitted with the offers, shall be limited to persons in the NCTA who are responsible for handling the offers and accompanying information, and to others determined necessary by the Executive Director, for the purpose of evaluation and award of contract. Offeror participation in the evaluation process shall not be permitted. Any communication with an offeror that may be necessary for purpose of clarification of its offer shall be conducted by the Executive Director or his or her designee. Mere award of the contract, or when the need for the item or service is canceled, the complete file shall be available to any interested party with the exception of trade secrets, subject to the following:

To promote maximum competition and to protect the public competitive procedure from being used to obtain information which would normally not be available otherwise, the NCTA may maintain the confidentiality of certain types of information. Such information includes trade secrets, as determined by North Carolina law, and like information as the Executive Director or his or her designee may determine to insure the integrity of the public purchasing process.

Trade secrets which the offeror does not wish disclosed shall be identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Cost information shall not be deemed confidential.

PAYMENT PLANS

Purchase contracts may provide for payment over a period of time. Such instances, however, shall be fully justified, kept to a minimum and carry written prior approval of the Executive Director. The intended plan of payment shall be included in the procurement document.

FUNDS FROM DIFFERENT SOURCES

All public funds irrespective of source, whether special, federal, local, gifts, bequests, receipts, fees, or State appropriated, used for the purchase, rental, lease, installment purchase and lease/purchase of commodities, printing and services shall be handled in accordance with applicable General Statute.

CONDITIONAL GRANTS ETC IN PUBLIC PURCHASING

Where a grant, donation or special discount is predicated upon making a purchase from the grantor, the proposed transaction shall be explained in writing and shall have prior approval of the Executive Director. Prior to approval, the Executive Director shall consider the conditions placed on the grant, donation, or special discount, and how they will affect the Authority and the State, the cost of agreeing to such conditions, and the market place conditions. When a donation from private sources is predicated upon making the purchase or lease from a specific source, the purchase or lease may be made without prior approval of the Executive Director.

CHANGE IN CORPORATE STRUCTURE

In cases where contractors are involved in corporate consolidations, acquisitions or mergers, the NCTA may negotiate agreements for the transfer of contractual obligations and the continuance of contracts within the framework of the new corporate structures but with the understanding that the contracts are not instruments for sale and shall not be assigned.

PURCHASES FOR ACROSS THE COUNTER RESALE

Purchases of items for "across the counter" resale shall be in accordance with policies adopted by the Authority Board.

PURCHASING FROM OR THROUGH AGENCY EMPLOYEES

Every reasonable effort shall be made to avoid making purchases from or through employees of any agency. Prior written approval from the Executive Director is required in any instance which may develop

of doing business with such personnel. In deciding whether to grant approval, the Executive Director shall consider the type item or service needed, the prevailing market conditions, whether competition is available, the cost involved, and the effects of doing business with the employee.

USE OF PURCHASING POWER FOR PRIVATE GAIN

The purchasing power of the state or the NCTA shall not be used for private advantage or gain. Purchases under contracts made by the State or the NCTA shall not be allowed for personal use out of private funds nor shall NCTA place orders for articles for ownership by employees or other individuals.

ANTITRUST VIOLATIONS

In instances of identical offers or where there are otherwise indications of collusion, awards may be made in a manner intended to discourage or prevent its continuance as deemed to represent the NCTA's best interest. Instances of suspected antitrust violation shall be reported to appropriate law enforcement authorities.

COOPERATIVE PURCHASING

The NCTA is authorized to utilize cooperative purchasing with another governmental agency or charitable non-profit organization. Where the NCTA is a participant in an authorized cooperative project with another governmental agency or with a charitable non-profit organization, goods and services necessary to the project shall be acquired according to this Policy; provided, however, that the interest of the NCTA and the State would not be better served by one of the following acquisition methods:

- (1) by malting acquisition on behalf of such governmental activity or charitable non-profit organization; or
- (2) by authorizing acquisition on the State's behalf under the provisions of another State or another governmental entity, provided due consideration is given to the differences in purchasing rules, regulations and procedures of the contracting entity.

PROTEST PROCEDURES

To insure fairness to all offerors and to promote open competition, the NCTA shall actively follow-up and be consistent in responding to an offeror's protest over contract awards. When an offeror desires to protest a contract awarded by the NCTA, the NCTA and the offeror shall comply with the following:

- (1) The offeror shall submit a written request for a protest meeting to the Executive Director which shall be received within 30 consecutive calendar days from the date of the contract award. The offeror's letter shall contain specific reasons and any supporting documentation for why it has a concern with the award. If the letter does not contain this information or if the Executive Director determines that a meeting would serve no purpose, the Executive Director may, within 10 consecutive calendar days from the date of receipt of the letter, respond in writing to the offeror and refuse the protest meeting request.
- (2) If the protest meeting is granted, the Executive Director shall attempt to schedule the meeting within 30 consecutive calendar days after receipt of the letter, or as soon as possible thereafter. Within 10 consecutive calendar days from the date of the protest meeting, the Executive Director shall respond to the offeror in writing with the Executive Director's decision.
- (3) The Executive Director may appoint a designee to act on the Executive Director's behalf under this Policy.

DEFAULT PROCEEDINGS; DEBENT

The NCTA may find a contractor in default of a contract for failing to perform in accordance with the contract requirements, terms and conditions. If a contractor is found in default of contract, the NCTA may take action, immediately if necessary, to purchase the needed commodities, printing or services on the open market and charge any additional cost for the commodities, printing or services and expense for doing so to the defaulting contractor.

FAITHFULPERFORCE

A bond, or other suitable means of insuring faithful performance, may be required of the contractor at the contractor's expense. Liquidated damages, in the form of a monetary penalty for late delivery, may be provided for in the contract, as a means of ensuring faithful performance from the contractor.

RECIPROCAL PREFERENCE

Each solicitation document used to obtain contracts for equipment, materials, supplies, and services that exceed twenty-five thousand dollars (\$25,000) in value shall include space for a bidder to give their principal place of business address if it is different than the address given in the execution section of the solicitation document. This shall not prevent the NCTA from investigating this information and concluding that the principal place of business is different.

PROCUREMENT CARDS

The NCTA may utilize procurement cards (organizational charge cards). Procurement cards are for official use only and shall be used in accordance with the policies and procedures of the Office of State Treasurer and other applicable, established state policies and procedures. As the State's electronic procurement system is implemented, it shall be used to the fullest extent possible, including assurance of purchase orders. Procurement cards may be used as a payment mechanism within e-procurement if permitted by fiscal policies of the NCTA.

PRESSING NEEDS AND EMERGENCIES

The NCTA may make purchases of commodities or services in the open market in cases of emergency or pressing need. For this purpose, a pressing need is one arising from unforeseen causes including, but not limited to, delay by contractors, delay in transportation, breakdown in machinery, or unanticipated volume of work. An emergency is defined as a situation which endangers lives, property or the continuation of a vital program and which can be rectified only by immediate, on-the-spot purchases or rental of commodities or services.

The NCTA may negotiate with a potential vendor(s) in an effort to acquire the quality of commodity, service or printing needed at the best possible price, delivery, terms and conditions. A solicitation document requesting or inviting an offer(s) shall be issued, unless circumstances prohibit their use.

A pressing need or emergency purchase in excess of \$10,000 shall be approved by the Executive Director, the Chief Financial Officer and the Chair of the Board. Pressing need or emergency purchase in excess of \$25,000 shall be reported to the Authority Board.

INVENTORIES AND STORES

The North Carolina Department of Administration, Division of Purchase & Contract has responsibility for general supervision of storerooms and stores operated by state government, for supervision of inventories of tangible personal property belonging to state government and for reports by them of stocks on hand.

In the event the NCTA is required to maintain centralized warehouse facilities, the Authority Board shall have inventory control procedures in place which insure at a minimum, written inventory count of contents, written records of receipts and issues, economical ordering and efficient level of inventories, safe storage of hazardous materials, and security.

RECORD MAINTENANCE

Except where State law provides to the contrary, after the award of a contract, the purchasing records of the NCTA are public documents, and these documents shall be maintained for a period of five years after the expiration date of the contract.

Each contract file shall be identified individually so it can be readily located and referenced. All purchase transactions shall be documented. As applicable, each file shall include:

- (1) Original offers if in writing, or written documentation of verbal offers received;
- (2) Reasons for award or cancellation;
- (3) Worksheets/evaluations;
- (4) Mailing list, if used;
- (5) Written justification for waiver or emergency purchase;
- (6) Tabulation of offers received;
- (7) Copy of purchase order(s);
- (8) Related correspondence;
- (9) Reason(s) for receiving only one offer in response to a solicitation;
- (10) Negotiated contracts; and
- (11) Reasons for not accepting technical proposals.

After award of contract all material in the file, except confidential information, shall be open to interested persons during normal office hours, and may be hand copied or copies shall be furnished in accordance with the Public Records Act.

HISTORICALLY UNDERUTILIZED BUSINESS, MINORITY BUSINESS, SMALL BUSINESS AND DISADVANTAGED BUSINESS

As applicable to expenditures made pursuant to these policies and procedures, the NCTA will comply fully with the North Carolina Department of Transportation's ("NCDOT") Disadvantaged Business Enterprise ("DBE") Program, unless the NCTA establishes a separate program as approved by the United States Department of Transportation. The NCTA will comply with the DBE goals and good faith effort requirements established in conjunction with NCDOT. The NCTA will keep account of its utilization of historically underutilized businesses, small businesses and disadvantaged businesses and incorporate such utilization in reports to NCDOT or such other State or federal agencies as required.

RECYCLED PAPER

The NCTA will comply with the State's goals to purchase recycled content paper and paper products as established in G.S. 143-58.3.

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NOTE: Operations and traffic summary data/numbers are unaudited and are for informational purposes only.

JANUARY-JULY 2012 TOLL OPERATIONS SUMMARY							
Triangle Expressway							
Category	Phase I Open						
	Jan	Feb	Mar	Apr	May	Jun	Jul
Historical							
# of Customer Accounts PTD	7,268	8,120	8,805	9,475	10,049	10,671	13,670
# Tags Sold PTD	13,929	15,636	17,014	18,384	19,718	21,360	27,174
Tags per acct							
Accounts							
Open							
Closed							
Call Center							
Total calls							
Handled IVR							
% handled by IVR							
Calls Presented	947	2155	2120	2857	3332	3483	7183
Calls Handled	945	2,142	2,104	2,811	3,271	3,455	7,001
% of Calls Handled	99.8%	99.4%	99.2%	98.4%	98.2%	99.2%	97.5%
Avg. Handle Time (h:mm:ss)	0:04:08	0:03:55	0:04:04	0:04:32	0:04:52	0:05:27	0:04:53
#1 Call Driver	NC Quick Pass Inq	Inquiries	Bill By Mail	NC Quick Pass Inquiry	NC Quick Pass Inquiry	NC Quick Pass Inquiry	NC Quick Pass
#2 Call Driver	Update Account	Bill By Mail	Invoice Payment	Invoice Payment	Invoice Payment	Bill By Mail Inquiry	Bill By Mail
#3 Call Driver	Update Vehicle	Invoice Pay	NC Quick Pass Inq	Bill By Mail	Bill By Mail Inquiry	Invoice Payment	Invoice Payment
Fulfillment							
# of Hard Case Tags	537	237	178	186	123	132	546
# of Sticker Tags	2,164	1,084	805	819	796	764	3,291
# of License Plate Tags	37	3	10	7	35	6	35
Total # of Tags Fulfilled	2,738	1,324	993	1,012	954	902	3,872

JANUARY-JULY 2012 TOLL OPERATIONS SUMMARY							
Triangle Expressway							
Category	Phase I Open						
	Jan	Feb	Mar	Apr	May	Jun	Jul
Image Review							
# of Transactions Reviewed	189,240	244,248	264,329	193,277	218,547	270,366	127,177
# of Transactions Accepted	171,492	221,998	240,966	173,802	195,940	241,596	103,518
# of Transactions Rejected	17,748	22,250	23,363	19,475	22,607	28,770	23,659
Payment Processing							
Walk-in payments	480	1,552	222	251	290	297	1,086
Web payments	4,802	5,819	8,325	10,851	11,867	11,424	22,198
Mailed in payments	46	2,800	3,604	5,810	6,279	5,379	6,673
Call Center Payments							
IVR Payments							
Incoming mail							
Total Incoming Mail	46	4,654	5,834	7,304	7,778	6,539	10,601
Enrollments							
Correspondence Returned							
Nixies Returned	3	2,035	1,999	1,437	1,616	1,358	2,712
Disputes Received							
Transponders Returned							
Faxes Received	19	7	1	8	6	7	41
Outgoing mail							
# of Kits Mailed out	1,604	770	664	648	703	578	2,263
Other letters mailed	3	1,191	1,116	1,244	607	568	1,372
Correspondence Rемаiled							
Nixies Rемаiled							
% Nixies getting remailed							
Storefront							
# of Visitors	495	240	225	274	342	307	1,002
# of Accounts opened	457	176	120	137	115	109	768
# of Tags Distributed	181	338	219	260	249	202	1,514
# of Tags Sold	973	426	219	289	280	219	1,642
Quality Control							
Notices/Statements Quality Checked	17,776	38,798	105,677	135,055	135,797	215,561	216,960
Sttmnts/Corr Quality Checked	6244	1531	2521	3244	1766	1860	5097

AUGUST 2012-FEBRUARY 2013 TOLL OPERATIONS SUMMARY								
Triangle Expressway								
Category	Phase II Open					Year to Date Jan-Dec 2012	Phase III Open	
	Aug	Sep	Oct	Nov	Dec		Jan-13	Feb-13
Historical								
# of Customer Accounts PTD	17,800	20,393	22,847	24,603	27,240	27,240	31,161	33,888
# Tags Sold PTD	34,328	39,200	43,729	47,072	52,297	52,297	59,682	65,898
Tags per acct				1.91	1.92	1.92	1.92	1.95
Accounts								
Open				1,539	3,038	4,577	3,921	2,727
Closed				11	13	24	36	49
Call Center								
Total calls				23,372	26,734	50,106	37,092	34,178
Handled IVR				14,622	16,526	31,148	22,985	21,239
% handled by IVR				63%	62%	62%	62%	63%
Calls Presented	9194	7789	10238	8,750	10,208	68,256	14,094	12,921
Calls Handled	9,004	7,745	10,162	8,648	10,108	67,396	13,917	12,786
% of Calls Handled	97.9%	99.4%	99.3%	98.8%	99.0%	98.7%	98.8%	99.0%
Avg. Handle Time (h:mm:ss)	0:04:58	0:04:33	0:04:50	0:04:41	0:04:59	0:04:39	0:04:54	0:04:49
#1 Call Driver	NC Quick Pass Inquiry	NC Quick Pass	Invoice Payment	NC Quick Pass Inquiry	Inquiry - Bill by Mail		NC Quick Pass Inquiry	NC Quick Pass Inquiry
#2 Call Driver	Bill By Mail Inquiry	Bill By Mail Inquiry	Bill By Mail Inquiry	Bill by Mail Inquiry	Payment Invoice		Bill by Mail Inquiry	Bill by Mail Inquiry
#3 Call Driver	Invoice Payment	Invoice Payment	Account Conversion	Invoice Payment	NC Quick Pass Inquiry		Invoice Payment	Invoice Payment
Fulfillment								
# of Hard Case Tags	914	391	464	358	656	4,722	1,295	916
# of Sticker Tags	4,286	3,041	3,362	2,412	3,319	26,143	4,664	3,160
# of License Plate Tags	181	72	3	2	3	394	12	6
Total # of Tags Fulfilled	5,381	3,504	3,829	2,772	3,978	31,259	5,971	4,082

AUGUST 2012-FEBRUARY 2013 TOLL OPERATIONS SUMMARY								
Triangle Expressway								
Category	Phase II Open					Year to Date Jan-Dec 2012	Phase III Open	
	Aug	Sep	Oct	Nov	Dec		Jan-13	Feb-13
Image Review								
# of Transactions Reviewed	113,035	110,589	129,832	109,404	112,140	2,082,184	141,045	128,057
# of Transactions Accepted	84,347	81,568	100,510	82,868	85,801	1,784,406	103,477	84,288
# of Transactions Rejected	28,688	29,021	29,322	26,536	26,339	297,778	37,564	43,769
Payment Processing								
Walk-in payments	1,561	867	910	818	885	9,219	1,096	1,014
Web payments	29,316	39,210	47,624	42,654	48,948	283,038	58,790	55,264
Mailed in payments	8,236	14,381	21,186	18,125	21,319	113,838	20,571	23,122
Call Center Payments				13,130	12,048	25,178	16,449	23,225
IVR Payments				1,125	1,321	2,446	1,557	1,908
Incoming mail								
Total Incoming Mail	12,049	20,367	28,024	22,046	23,838	149,080	23,801	25,523
Enrollments				48	95	143	119	106
Correspondence Returned				4	9	13	33	228
Nixies Returned	3,565	5,087	5,774	1,706	1,966	29,258	1,763	2,013
Disputes Received				475	399	874	558	528
Transponders Returned				26	24	50	50	24
Faxes Received	37	22	29	179	185	541	238	222
Outgoing mail								
# of Kits Mailed out	3,131	2,553	2,548	1,758	2,579	19,799	4,012	2,863
Other letters mailed	1,344	3,969	3,250	307	18	14,989	26	30
Correspondence Rемаiled				44	270	314	290	440
Nixies Rемаiled				212	234	446	210	258
% Nixies getting remailed				12.4%	11.9%	12.2%	11.9%	12.8%
Storefront								
# of Visitors	1,689	1,026	1,164	998	1,134	8,896	1,512	1,299
# of Accounts opened	1,224	454	411	21	52	4,044	141	72
# of Tags Distributed	2,276	994	865	694	1,060	8,852	1,547	1,044
# of Tags Sold	2,276	1,046	865	694	1,060	9,989	1,547	1,044
Quality Control								
Notices/Statements Quality Checked	212,443	80,573	40,644	36,526	32,136	1,267,946	32,903	34,009
Stmnts/Corr Quality Checked	5314	2330	2,910	2581	2,774	38,172	2,832	2,691

TRAFFIC SUMMARY						
JANUARY-JUNE 2012 (FY 2012)						
Triangle Expressway						
	Jan	Feb	Mar	Apr	May	Jun
Traffic						
Gross Traffic	116,530	125,162	145,528	142,435	157,240	153,718
ETC (NC Quick Pass)	53,498	63,201	70,775	69,014	78,055	74,037
Video	62,088	60,841	73,533	72,342	77,697	78,489
Unassigned Transponder	944	1,120	1,220	1,079	1,488	1,192
Class 1	115,111	123,668	143,544	140,470	154,976	151,141
Class 2	590	625	797	774	805	809
Class 3	829	869	1,187	1,191	1,459	1,768
ETC%	47%	51%	49%	49%	51%	49%
Video %	53%	49%	51%	51%	49%	51%
Class 1 %	99%	99%	99%	99%	99%	98%
Class 2%	1%	0%	1%	1%	1%	1%
Class 3%	1%	1%	1%	1%	1%	1%

TRAFFIC SUMMARY								
JULY 2012-FEBRUARY 2013 (FY 2013)								
Triangle Expressway								
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Traffic								
Gross Traffic	153,337	944,574	881,182	1,007,131	911,873	964,568	1,560,612	1,556,461
ETC (NC Quick Pass)	74,591	399,514	423,577	520,854	487,173	480,551	845,042	872,106
Video	77,586	537,321	457,605	486,277	424,700	484,017	715,570	684,355
Unassigned Transponder	1,160	7,739	NA	NA	NA	NA	NA	NA
Class 1	151,192	919,406	855,368	982,342	890,046	942,405	1,523,387	1,517,222
Class 2	790	8,231	8,932	8,726	7,884	7,976	12,542	12,838
Class 3	1,319	16,937	16,882	16,063	13,943	14,187	24,683	26,401
ETC%	49%	42.6%	48.1%	52%	53%	50%	54.1%	56.0%
Video %	51%	57.4%	51.9%	48%	47%	50%	45.9%	44.0%
Class 1 %	99%	97.3%	97.1%	98%	98%	98%	97.6%	97.5%
Class 2%	1%	0.9%	1.0%	1%	1%	1%	0.8%	0.8%
Class 3%	1%	1.8%	1.9%	2%	2%	1%	1.6%	1.7%

RWIS MEASUREABLES-FEBRUARY 2013					
Triangle Expressway					
Date	Minutes wind speed was in excess of 30 mi	Minutes of measureable precip	Minutes that precip was measured as "Heavy"	Minutes water thickness was in excess of 100 mm	Minutes Friction Index fell below .6
2/1/2013	N/A	N/A	N/A	N/A	N/A
2/2/2013	N/A	55	5	N/A	N/A
2/3/2013	N/A	20	N/A	N/A	N/A
2/4/2013	N/A	N/A	N/A	N/A	N/A
2/5/2013	N/A	N/A	N/A	N/A	N/A
2/6/2013	N/A	N/A	N/A	N/A	N/A
2/7/2013	N/A	430	N/A	115	N/A
2/8/2013	N/A	350	N/A	205	75
2/9/2013	N/A	N/A	N/A	N/A	N/A
2/10/2013	N/A	75	N/A	N/A	N/A
2/11/2013	N/A	175	N/A	N/A	N/A
2/12/2013	N/A	N/A	N/A	N/A	N/A
2/13/2013	N/A	470	5	45	N/A
2/14/2013	N/A	N/A	N/A	N/A	N/A
2/15/2013	N/A	N/A	N/A	N/A	N/A
2/16/2013	N/A	685	N/A	25	N/A
2/17/2013	N/A	N/A	N/A	N/A	N/A
2/18/2013	N/A	N/A	N/A	N/A	N/A
2/19/2013	N/A	260	N/A	25	N/A
2/20/2013	N/A	N/A	N/A	N/A	N/A
2/21/2013	N/A	N/A	N/A	N/A	N/A
2/22/2013	N/A	765	N/A	95	N/A
2/23/2013	N/A	705	10	140	50
2/24/2013	N/A	90	N/A	20	5
2/25/2013	N/A	N/A	N/A	N/A	N/A
2/26/2013	N/A	695	5	200	5
2/27/2013	N/A	N/A	N/A	N/A	N/A
2/28/2013	N/A	N/A	N/A	N/A	N/A
Total		4775	25	870	135

TOLL SERVICE OPERATIONS BUSINESS POLICIES



North Carolina Turnpike Authority

Customer Service Center Business Policies

February 12, 2013

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INTRODUCTION – NCTA BUSINESS POLICIES

This document is the compilation and record of the North Carolina Turnpike Authority (NCTA) Business Policies. These policies serve as guidelines for daily operation of the NCTA's NC Quick Pass Customer Service Center (CSC), Bill by Mail invoicing and interoperability with out-of-state agencies in accordance with North Carolina's toll legislation. Refer to Appendix A for definitions, acronyms and abbreviations used within this document. Appendix B provided the NC toll legislation upon which these policies are based on.

Policies 1 and 2 address NC Quick Pass and registered video accounts that directly impact all current and future customers. Policy 3 addresses account conversion. Bill by Mail invoicing based on the North Carolina State Toll Violation Enforcement Legislation is presented as Policy 4. The legislation is included separately as Attachment B within this document. Attachment C presents the breakdown of the Video Processing Center (VPC) into a flow diagram which defines invoice billing. Policy 5 defines interoperability policies for Florida and E-ZPass.

All Electronic Tolling

The NCTA toll system is a comprehensive, all electronic tolling (AET) system that enables motorists to drive through NCTA toll zones and pay their tolls without stopping. As customers drive through the tolling zones, tolls will be deducted from customer accounts using a transponder mounted in the owner's vehicle or through the registered license plate number of the vehicle.

The toll system will automatically detect users that do not have viable toll payment accounts with NCTA or any NCTA interoperable toll agency, and will capture digital images of vehicles and their license plate numbers. The system will store the data and transfer the images and information to the NCTA VPC for review and further action including Bill by Mail invoicing and escalation if unpaid. Transaction classification policies are defined below in Table 1 as they pertain to the Back Office System (BOS):

TABLE 1 Transaction Classification Policies	
Category	Description
NC Quick Pass Transaction	Transaction processed from a valid pre-paid electronic toll collection (ETC) account.
NC Quick Pass Delinquent	Account converted to Bill by Mail invoice due to insufficient funds.
Invalid transponder	Transactions from an invalid transponder (lost, stolen, or damaged etc.) at the time of usage at the toll facility will be invoiced through the Bill by Mail process.
Registered Video Transaction	Transaction processed as a pre-paid registered video account.
Bill by Mail Transaction	Transaction processed as a post-paid unregistered customer.

The NCTA may obtain and exchange vehicle owner registration information from the North Carolina Division of Motor Vehicles (DMV), another state, another toll operator, or a toll collection-related organization. The information obtained is not a public record and is subject to the disclosure limitation in 18 U.S.C. 2721 (Federal Driver's Privacy Protection Act).

Payment Methods

Customers are permitted to make payments via the methods shown in Table 2 below. Payments are made when opening accounts, account replenishments, invoice payments, and payments for escalated invoices on delinquent accounts.

TABLE 2 Payment Methods				
Method	Open Account (NC Quick Pass)	Open Account (Registered Video)	Account Replenishment (NC Quick Pass/Registered Video)	Invoice Payment (Bill by Mail)
Web	✓		✓	✓
Phone - Interactive Voice Response (IVR)			✓	✓
Phone-Customer Service Representative (CSR)			✓	✓
Walk-in	✓	✓	✓	✓
Mail	✓		✓	✓
Fax	✓		✓	✓

Fees

NCTA will apply fees for various reasons. The amounts of these fees may be changed at the discretion of the NC legislation and/or NCTA. Table 3 summarizes the fees that will be collected by the NCTA.

TABLE 3 Fee Collection Matrix		
Fee	Fee Amount	Reason For Fee
Inactive Account	\$1/Month	Cost to maintain an inactive account
Statement Fee	\$5.00	Request for statement to be generated and mailed
NSF Fee	\$25.00	Returned checks
Invoice Processing Fee	\$6.00 (\$48 12-month max)	Invoices unpaid within 30 days.
Civil Penalty	\$25 (\$25 6-month max)	Invoices unpaid after 60 days.

Collection Agency Fee	TBD	Unpaid amounts sent to collections
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POLICY 1. NC QUICK PASS ACCOUNT POLICIES

NC Quick Pass accounts are pre-paid toll transaction accounts collected through electronic toll collection (ETC). These accounts require the purchase and installation of a transponder that is detectable when a vehicle travels through a tolling zone. The appropriate toll amount due for the transaction is automatically deducted from the customer's account.

Policy 1.1: Account Types and Plans

NCTA will offer the following NC Quick Pass account types and plans:

Account Types

- Personal (pre-paid tolls)
- Business (pre-paid tolls)

Within these account types there are two (2) account plans:

Account Plans

- Standard (pre-paid tolls)
- Government (post-paid tolls)

Policy 1.2: Agreement & Registration

Customers can open an NC Quick Pass account through the following venues:

- Online (via the NC Quick Pass website)
- Walk-In (in person at the CSC or remote store front)
- Mail-In (to the CSC)
- Fax (to the CSC)

To open an NC Quick Pass account, a customer agreement must be completed. When signing up for this account online, the customer agreement must be accepted by the NC Quick Pass website through proper acknowledgement and acceptance of the terms and conditions and payment. When signing up in person at the CSC or remote store front, through the mail or fax, the customer agreement will be signed and transmitted to the CSC with payment.

Customers will provide all the information required, per the customer agreement, for opening an account. Information will include at a minimum name, address, contact information, license plate number(s), vehicle information (year, model, number of axles), payment type (cash, check, money order, or credit and debit cards), and payment information (automatic or manual replenishment).

Once an account is opened, the CSC will mail an Account Profile (Welcome Letter) to the customer. If signing up on the website, a confirmation page will be sent by email. The profile

will welcome the customer to the NC Quick Pass program and will request that the customer review pertinent account information provided in the letter for its accuracy. If the customer determines that any information is incorrect they are asked to update the account information immediately through the NC Quick Pass website, e-mail, in person at the CSC or through the IVR.

Policy 1.3: Standard Plan

NC Quick Pass standard plan accounts can be established using cash, check, money order, credit or debit cards. The same credit card can be used for multiple accounts. Personal accounts are limited to five (5) transponders and five (5) vehicles on the account at any given time. A customer can have more transponders than vehicles on an account, however the number of vehicles (license plates) should never exceed number of transponders (limit 5). Business accounts may have any number of transponders, but like the personal account they cannot have more vehicles on the account than transponders.

Policy 1.4: Government Plan

Some governmental agencies are not allowed to prepay certain costs. These agencies may establish a post-paid NC Quick Pass account where the toll rate reflects the NC Quick Pass rate. The NCTA will automatically invoice these agencies on a monthly basis for the toll transactions incurred. The agencies will have 30 days to pay NCTA from the date of the invoice. The BOS will reconcile agency payments to amounts invoiced. Unpaid invoices will not follow the Bill by Mail escalation process. Government invoices will be escalated operationally through NCTA if necessary.

These agencies shall purchase a transponder for each vehicle that will be included in the account at the time the account is opened. There are no limitations as to the number of transponders/vehicles assigned to the account. However, the number of vehicles cannot exceed the number of transponders. Agencies shall designate at least two points of contact and shall update contact information annually or as account information changes.

The NCTA Director of Customer Service and Financial Controls or the NCTA CSC Liaison Specialist must approve the Government application by signing the application. Applications must be reviewed and signed within one (1) business day of receipt. Upon signature the signed application will be submitted to the CSC Manager for account establishment.

Government account plans will be subject to Policy 1.11 pertaining to I-Toll charges. Government plan transactions will only be valid on NCTA facilities.

Policy 1.5: Account Maintenance

It is the customers' responsibility to notify the CSC of any changes in their account information. The BOS will provide account access security and allow customers to update their information, make replenishment payments, order new transponders, obtain a statement, review the status of their account and contact a customer service representative (CSR) with questions or comments.

Customers may change/update their account information either online through the NC Quick Pass website using an established password, by calling the Interactive Voice Response (IVR) with their Personal Identification Number (PIN), or in person at the CSC or store front location. If a customer forgets their IVR PIN, web password or web challenge answer they can request it be mailed or e-mailed to them through the IVR forgot PIN function or the web.

NCTA will not charge monthly account maintenance fees on accounts that are in good financial standing. However, a monthly maintenance fee will be charged directly to accounts that are classified as inactive by NCTA. Refer to Policy 1.12 for further details on inactive accounts.

When available, the BOS will automatically update credit card expiration dates on a monthly basis for all cards due to expire the following month. The BOS shall generate a report on the first business day of the month for all credit cards that were not able to be updated. The CSC will notify these customers through their choice of communication method (e-mail or mail) that their credit card will be expiring and request updated information on a new credit card. CSR's will encourage customers to utilize electronic communication for account maintenance. If the customer does not provide the updated information transactions will continue to be charged to the account until the account reaches a negative balance and then Policy 1.13 will be applied.

Administrative fees and toll charges will be billed directly to the customer's account. The customer may contest the imposition of charges or fees by phone, in writing or via e-mail from the e-mail address on their account to the NC Quick Pass CSC. If the charge or fee is rescinded, their account will be credited the proper amount.

Policy 1.6: Opening Account Balance Requirement

The customer is required to deposit a specified amount in pre-paid tolls in order to open an NC Quick Pass account. This amount varies depending on the type of account and number of transponders included on the account. Please refer to Table 4 for opening account balance requirements for NC Quick Pass accounts.

Account Type	Payment Type	Opening Balance Per Transponder	Threshold Amount
Personal	Cash/Check/ Money Order	\$20.00 total for first 2 transponders \$10 for each additional transponder <i>(up to 5 transponders in total)</i>	50%*
	Credit & Debit Cards	\$20.00 total for first 2 transponders \$10 for each additional transponder <i>(up to 5 transponders in total)</i>	25%*
Business	Cash/Check/ Money Order	\$20.00 for each transponder	50%*
	Credit & Debit Cards	\$20.00 for each transponder	25%*
* or a minimum of \$10			

The amounts listed in Table 4 may change at the discretion of the NCTA.

Policy 1.7: Account Replenishment and Threshold

Policy 1.7.1: Auto-Replenishment Payment Requirements

The auto replenishment feature allows the customer to provide a credit or debit card number to the NCTA and authorizes the NCTA to automatically replenish the account periodically by charging the credit or debit card at the applicable auto-replenishment threshold. Customers selecting this feature will be encouraged to provide a secondary credit/debit card number to the NCTA to be used in the event the preferred card expires or is denied. The CSC will notify customers if the credit/debit card has expired or was denied on two consecutive days, and will require the customer to provide a new card number immediately upon notification from the CSC to avoid possible fees and/or service disruptions. Customers will be notified based on the communication option (e-mail or mail) they select at the time of opening the account.

Policy 1.7.2: Threshold Amount

For auto-replenishment accounts the threshold amount is the account balance at which the BOS will automatically re-bill the credit or debit card in order to restore the account balance to the original balance or a proper operating level. For cash/check/money order customers the threshold is the amount at which the BOS will send a Low Balance Notification to those customers that have selected e-mail as their delivery method. Customers that select mail as their delivery method will be required to monitor their accounts for low balance. The initial threshold amounts are shown in Table 4 above and vary depending on the type of account (personal or business), the number of transponders (business accounts only), and replenishment method on the account. When the account balance reaches the threshold amount, the BOS will automatically charge the calculated replenishment amount to the customer's credit or debit card. The BOS will automatically adjust the threshold amount quarterly based on the adjustments to the replenishment amount. The minimum threshold amount for any account is \$10. The threshold amount will continue to be the same percentage of the replenishment amount as outlined in Table 4 above.

Policy 1.7.3: Auto-Replenishment Amount –Credit Card or Debit Card

The auto-replenishment amount is the amount the BOS will automatically charge to the credit or debit card in order to restore account balance to the original balance or to a proper operating level depending on the type of account (personal or business) and the number of transponders (business accounts only) on the account, as shown in Table 4 above. After the first 30 days from the date of the account opening, the BOS will evaluate the toll usage on the account and adjust the replenishment amount based on the customer's initial usage. Thereafter, every 90 days the BOS will automatically calculate the average monthly toll usage and adjust the replenishment amount to correspond with the average usage rate so a customer's credit or debit card. Replenishment is charged approximately once a month. If requested by the customer, replenishment amounts can only be lowered manually by a CSR. When an auto-replenishment

amount is increased or decreased, the customer will be notified via the communication method (e-mail or mail) they selected at account opening.

Policy 1.8: Manual Replenishment Amounts – Cash/Check/Money Order

Replenishment will also apply to accounts replenished through cash, check, or money order transactions as defined in Table 4. When the account balance reaches the threshold amount, the BOS will automatically notify customers that fund their accounts using cash, check or money orders via the customers preferred notification method (mail or e-mail). The account holder must replenish the account prior to the account reaching a zero balance. If the account reaches a negative balance, Policy 1.14 will be applied. The recommended replenishment amount will be adjusted as with credit or debit card customers. After the first 30 days from the date of the account opening, the BOS will evaluate the toll usage on the account and adjust the replenishment amount based on the customer’s initial usage. Thereafter, every 90 days the BOS will automatically calculate the average monthly toll usage and adjust the replenishment amount based on average toll usage. When a replenishment amount is increased or decreased, the customer will be notified via the communication method (e-mail or mail) they selected. This will assure that the cash/check/money order customers will continue to receive sufficient notice to replenish their accounts.

Policy 1.9: Transponders

Policy 1.9.1: Transponder Options

1. **Transponder Options** - NCTA will provide the transponder options listed in Table 5 to its NC Quick Pass customers.

Table 5-Transponder Options	
Vendor Name	NC Quick Pass Name
Non-Feedback Interior Transponders	
eGo Plus (sticker transponder)	Sticker
eZGo Anywhere IAG Std OBU	Hard Case
Exterior Transponders	
eZGo Anywhere Exterior	Exterior

2. **Transponder Costs** - NC Quick Pass customers will be required to purchase transponders at the cost of the transponder plus the applicable sales tax. Sales tax will be calculated based on the location of the main CSC located in Morrisville, NC. Upon completion of the sale, the transponder becomes the property of the customer.
3. **Government Plans** will be required to purchase transponders at cost. Sales tax will be waived upon presentation of a sales tax exemption certificate. This certificate should be included with the application.

4. **Discounts** - The purchase of multiple transponders does not qualify a customer for a discount.
5. **Warranty** - All transponders will be warranted for two (2) years from the date of the sale.
6. **Promotions** - NCTA reserves the right to waive or discount the transponder purchase cost for promotional purposes, but not on an individual basis.

Policy 1.9.2: Transponder - Lost or Stolen

NC Quick Pass customers may report lost or stolen transponder(s) via the NC Quick Pass website, by notifying NC Quick Pass via e-mail, mail or fax, by calling or visiting the NC Quick Pass CSC. The NCTA will deactivate the transponder immediately following notification. The customer is liable for all toll transactions that occurred prior to notifying the CSC. The replacement cost for a lost or stolen transponder shall be the cost of the transponder plus sales tax at the time of replacement. During the interim time, when the NC Quick Pass customer does not have a transponder, toll transactions will be processed as I-Tolls and follow I-Toll policies defined in Policy 1.12.

Policy 1.9.3: Transponder - Malfunctioning

New transponders will have a two (2) year warranty from the date of customer purchase. If for any reason the transponder malfunctions within the two (2) year warranty period, customers may return the malfunctioning transponder to the CSC. NCTA will test the transponder and if it is determined that the transponder is malfunctioning and has not been abused by the customer, the customer will receive a replacement transponder at no charge. If the transponder malfunctions beyond the warranty period, the replacement cost for a malfunctioning transponder shall be the cost of the transponder plus sales tax at the time of replacement.

If the transponder test reveals that transponder is malfunctioning the following actions will be taken by the CSC:

- If transponder (other than the eGo Plus sticker transponder) is under manufacturer's warranty, the transponder will be returned to the manufacturer for replacement.
- eGo Plus sticker transponders are not warranted by the manufacturer. The manufacture provides a two percent (2%) over shipment of transponders in lieu of a yearly warranty.
- If the transponder is beyond the manufacturer's warranty the transponder will be disposed of properly.

Policy 1.9.4: Transponder - Damaged

Damaged transponders are not covered under the NCTA warranty. Damage is defined as the rendering of the transponder defective or inoperable due to tampering, abuse, improper use, defacement, or accidental destruction. The replacement cost for a damaged transponder is the cost of the transponder plus sales tax at the time of replacement.

Policy 1.9.5: Transponder – Return/Exchange

Any transponder may be returned to the CSC (in person or via mail) with a written request including the account number within three (3) business days of purchase for a full refund. For transponders purchased on the web, the customer has three (3) business days from the post mark of the received tag kit to return the transponder. If returning a transponder via mail, the post mark date must be within the three (3) business day requirement. Proof of purchase (receipt) with a written request (including the account number) must be included with the return of the transponder. Transponder must be in same condition as when purchased. All refunds will be in the form of a credit to the account. If the account is closed the refund will be issued as part of the normal refund process as outlined in Policy 1.17 Refunds.

Transponders may be exchanged at the CSC (in person) for another type of transponder within five (5) business days of purchase. The difference in transponder cost will be determined at the time of the exchange. Credits or additional payment must take place at the time of the exchange.

Sticker transponders may be returned or exchanged if the transponder has not been adhered to the vehicle. Once the sticker has been adhered to the vehicle, it is not returnable or exchangeable.

Policy 1.9.6: Transponder Testing Upon Delivery from Manufacturer

Refer to Appendix C.

Policy 1.10: Statement Options

1. **Monthly Statements** - Statements are available at any time for free on the NC Quick Pass website. If any special processing is involved such as requesting archived statements the customer must contact the CSC. A fee will be charged to the customer's account for this service. Customers may activate within their account the option to receive automatic e-mail statements on a monthly basis at no cost. A future fee may be assessed at the discretion of the NCTA for e-mailed statements.
2. **Quarterly Mailed Statements** – Customers can sign up for quarterly mailed statements at a charge established by NCTA. The fee will be a charge of \$5.00 per statement which will be applied directly to the account.
3. **Special Run Statements** – Special run statements may be requested by a customer through mail or e-mail, by stopping in or by calling the CSC. A fee of \$5.00 per statement will be applied directly to the account or paid directly by the customer at the time of the request. Customers can obtain special run statements for free by utilizing the NC Quick Pass website. Special runs cannot exceed one year from the date of the run. Non-revenue account holders may request special run statements at the CSC store front and must pay the \$5.00 charge upon receipt of the statement.

Policy 1.11: I-Toll Postings

Video image transactions that can be linked to an NC Quick Pass account via license plate identification will be posted to the valid account upon processing the video image data. These transactions will be posted as I-Tolls at the NC Quick Pass toll rate. For accounts with at least ten (10) monthly transactions, the BOS will review NC Quick Pass accounts for I-Tolls posted and flag those accounts that have I-Toll transactions in excess of 15% on a monthly basis. Customers will be contacted via mail or e-mail requesting they bring their potentially defective transponder in for inspection or to ensure the customer has mounted the transponder properly according to the mounting instructions.

Sixty (60) days after opening an account, all accounts with at least ten (10) monthly transactions and I-Tolls in excess of 15% on a monthly basis will be charged a fee of \$5.00 applicable to that month. This fee may be waived by the NCTA if the transponder is defective under warranty or if the toll zone malfunctioned.

- If the transponder tests as malfunctioning the customer will be provided with a new transponder based on the NCTA transponder warranty policy (see Policy 1.9).
- If the transponder is functioning when tested at the CSC the customer will be instructed to properly mount the transponder.

The amount of the fee and the percentage threshold may decrease or increase at the discretion of the NCTA.

Policy 1.12: Inactive Accounts

Customers whose accounts are inactive for a period of twelve (12) consecutive months will receive a notification via mail or e-mail advising them of their account status and advising the customer that they need to close the account or it will be subject to a monthly maintenance fee. The term “inactive” shall be defined as no toll transactions on any toll roads. If no response is received from the customer or toll transactions posted within thirty (30) days of the date of the notification, the account will be subject to a monthly account maintenance fee of \$1.00. The account will remain in an inactive status until a toll transaction is posted to the account. Customers will be able to utilize auto replenishment or send in payments while account is in inactive status. Accounts will remain open as long as a positive balance is maintained.

If a non-revenue account hits inactive status, the account will be closed by the CSC immediately. Since the \$1.00 maintenance fee cannot be charged, the only action is to close the account.

If the account reaches a zero balance (\$0) due to payment of the monthly maintenance fee the account will be processed per Policy 1.14 which pertains to account closures. If the account has a positive balance less than \$1 the monthly fee will not be charged and the account will be closed under Policy 1.14. If the account balance is between \$0.00 and -\$9.99 when it is flagged as inactive the amount of the negative balance will be considered a “write off” by NCTA to allow for immediate account closure.

Policy 1.13: Negative Account Balance

When a customer's account reaches a negative balance of -\$10 or more the CSC will designate the account as suspended, deactivate the transponder and convert the account to Bill by Mail and follow Policy 4. A notification via letter or e-mail will be sent to the customer at the time the account reaches a negative balance. The letter or e-mail will notify the customer that:

- Their account has been suspended;
- Their transponder(s) have been deactivated. However, license plate(s) will not be removed from the account; and
- They will receive Bill by Mail invoices charged at the applicable Bill by Mail toll rate.

All transactions that are processed while an account is in negative balance shall be posted at the higher Bill by Mail toll rate and considered non-payment of toll transactions. The first invoice sent will include any unpaid toll transactions or fees from the converted NC Quick Pass account in the beginning balance. The associated transponders will be sent as "invalid" in the transponder files to interoperable agencies.

Policy 1.14: Closing an Account

A customer desiring to close their account may make the request via the website or an e-mail, provided the customer's e-mail address used in the notification is the same as the address provided on the account, or by sending a letter to the CSC;. The letter or e-mail must be sent from the account holder and shall contain their account information and clearly state their intention to close the account. A CSR will process the request within one (1) business day. The account closure process will be initiated upon receipt of the request and the transponder(s) on the account will be deactivated within one (1) business day. The associated transponders will be sent as "invalid" in the transponder files to interoperable agencies.

There will be a waiting period of thirty (30) calendar days before a refund is issued to ensure that all transactions are processed through the account before closing. All account closures will be documented by a CSR with a closure reason selected from a configurable list through a drop down menu. Any remaining balance on the account shall be processed according to Policy 1.17 pertaining to refunds and included in the account closure letter for cash/check/money order customers. Credit or debit card customers will not receive an account closure letter. Refunds will be shown on the customer's final statement submitted to the customer after account closure is completed by the CSC.

In the case of account closure due to inactive accounts reaching a balance below \$1.00, the account will be closed within one (1) business day of the account reaching this balance. The CSC will run a report daily to identify which accounts will need to be closed based on this status. The customer will be sent a letter notifying them of the account closure.

Policy 1.15: Account Reinstatement

Accounts that are suspended due to negative balance may be reinstated upon payment of any unpaid tolls and associated outstanding delinquency fees, other fees applicable to the suspended account and the appropriate pre-paid toll deposit required (refer to Table 4). Note: A customer will not be able to open a new account if there are outstanding amounts owed on another account (NC Quick Pass or registered video) with the same license plate(s) or identical address.

Policy 1.16: Return Check Fee

NCTA is authorized to charge a returned check fee not to exceed \$25. This fee will be charged when payment by check has been refused by the bank. This fee will be deducted from the customer's account. If deduction of the fee results in a negative account balance, Policy 1.14 will be imposed. The customer will be notified of the fee for nonsufficient funds (NSF) through their choice of communication method (e-mail or mail) they selected. The BOS system will flag the account after two (2) NSFs for one year at which time the NCTA will not accept check payments on the account.

Policy 1.17: Refunds

All account closures will receive a full refund. Upon receipt of the account closure request there will be a thirty (30) day grace period before processing to assure all applicable tolls have posted to the account. If the account was an automatic replenishment account the refund will be issued to the primary credit/debit card on the account. Should that attempt fail the refund shall be issued to any secondary cards listed on the account. Should all credit/debit card attempts fail the refund shall be processed as if the account were a cash/check/money order customer described below. The BOS shall generate a credit refund report for any given time period that lists all accounts and the refund amounts including name, address and reason for account closure for NCTA approval prior to initiating refund.

For all cash/check accounts the refund amounts will be entered into the account payable (AP) system. A check run report shall be run and forwarded to the NCTA for review and approval which will include account number, name, address and amount of refund with a grand total at the end. Upon approval, the operations contractor will request a check from NCDOT for each individual customer refund. NCDOT shall then print the check and give to the operations contractor. The operations contractor will then process the refund to the customer's account and generate a refund letter in Vector for mailing with the check to the appropriate account holder.

Policy 1.18: Returned Mail**Policy 1.18.1: Forwarding Address Available**

For any notification from the Post Office (PO) of a forwarding address, whether the letter was forwarded by the PO with notification of forwarding address sent to CSC or the letter is returned

with the new address on it, the accounts will be updated with the correct address within one (1) business day. Any returned correspondence with the new address will be forwarded manually to the corrected address once the BOS has been updated. The returned mailing shall be placed into another envelope and resent to the corrected address.

Policy 1.18.2: Forwarding Address Not Available

Any returned correspondence where there is no forwarding address available will be flagged as a bad address on the applicable account. The BOS shall suppress any future mailings from being sent until a new address can be obtained and the bad address flag removed. However, all BOS processes shall continue as if the mailings were being sent within the BOS such as notice escalations and account management.

If there is an e-mail address on the account the BOS shall send a notice to the e-mail account that the mailing address on record is no longer valid and must be updated to avoid any possible fees or penalties. Once a new address has been established all correspondence shall continue from the point where it was disrupted. There will be no processing of retroactive material to avoid possible conflicts within the escalation process.

Policy 1.18.3: Undeliverable Electronic Correspondence

Accounts selecting e-mail as their preferred correspondence delivery method may also get returned messages due to their address becoming invalid. Any returned electronic correspondence shall also be flagged as a bad address in the BOS with a letter sent to the mailing address on record informing the account holder that they must update their electronic address to avoid any possible fees or penalties. The BOS shall suppress any future correspondence from being sent via e-mail until a new e-mail address can be obtained and the bad address flag removed. Correspondence will be changed to U.S. mail until the new e-mail address is obtained by the CSC, so that all BOS processes may continue such as notice escalations and account management.

POLICY 2. NCTA REGISTERED VIDEO ACCOUNT POLICIES

Registered video accounts are defined as pre-paid toll transaction accounts used for video toll collection. Registered video accounts will not be promoted by NCTA although the BOS has been developed to allow for Personal and Business registered video accounts. At this time, any registered video account type will be on an exception basis as approved by NCTA.

The NCTA Director of Customer Service and Financial Controls or the NCTA CSC Liaison Specialist must approve the Registered Video application by signing the applications. Applications must be reviewed and signed within one (1) business day of receipt. Upon signature the signed application will be submitted to the CSC Manager for account establishment.

These accounts do not require the customer to purchase a transponder. Registered video account customers are required to register all license plates and other vehicle information that will be approved for usage of funds for the account. When a registered license plate is captured in a tolling zone, and it is matched to an account, the toll amount due for the transaction is automatically deducted from the customer's account. The toll from a video account will be assessed at the Bill by Mail toll rate. Table 6 summarizes the rules for opening a registered video account.

License plate Registered with Active NC Quick Pass Account	License Plate Registered with Active Registered Video Account	Active Outstanding Delinquent Invoice Exists Against the License Plate	Account Opening Policy
✓			Account cannot be opened due to existing active NC Quick Pass account.
	✓		Account cannot be opened due to existing active registered video account.
		✓	Account cannot be opened due to existing active delinquent account status. All delinquency fees must be paid before the account can be opened. Customer must call CSC or pay on line to resolve the issue.

Policy 2.1: Account Types and Plans

NCTA will offer the following registered video account types:

Account Types

- Personal (pre-paid tolls)
- Business (pre-paid tolls)

Within the business account type there are three (3) account plans:

Account Plans

- Standard (pre-paid tolls)
- Fleet (pre-paid tolls)
- Non-Revenue (no toll charges on NC toll facilities)

Policy 2.2: Standard Plan

Policy 2.2.1 Agreement & Registration

Customers can only open a registered video account in person at a CSC with prior NCTA approval. The customer agreement must be signed at the CSC walk-in counter if an exception is granted.

Registered video accounts can be established using cash, check, money order, credit card or debit card. The same credit card can be used on multiple accounts. Personal accounts are limited to five (5) license plates (vehicles) on the account at any given time. Business accounts do not have a license plate limit.

Registered video account customers are required to provide the same information and payment types as an NC Quick Pass account customer (refer to Policy 1.). It is the customer's responsibility to keep account information up to date, especially license plate information. As with the NC Quick Pass account, one credit or debit card is required to establish an auto-replenishment registered video account. Customers will be encouraged to provide a secondary credit/debit card number to the NCTA to be used in the event the preferred card expires or is denied.

Once an account is opened, the CSC will mail an Account Profile (Welcome Letter) to the customer. The profile will welcome the customer to the registered video program and will request that the customer review pertinent account information provided in the letter for its accuracy. If the customer determines that any information is incorrect they are asked to update the account information immediately through the NC Quick Pass website, e-mail, in person at the CSC or through the IVR.

Policy 2.2.2: Account Balances & Replenishment

The opening balance and threshold amount for registered video accounts are presented in Table 7. These amounts are based on account type and on the number of license plates assigned to the account. The policies associated with these balances and thresholds are the same as those outlined under NC Quick Pass account Policies 1.6, 1.7 and 1.8.

TABLE 7 Opening Account Balance Registered Video Account			
Account Type	Payment Type	Opening Balance Per License Plate	Threshold Amount
Personal	Cash/Check/ Money Order	\$30.00 total for first 2 license plates \$15 for each additional license plates <i>(up to 5 license plates in total)</i>	50%*
	Credit Card or Debit Card	\$30.00 total for first 2 license plates \$15 for each additional license plates <i>(up to 5 license plates in total)</i>	25%*
Business	Cash/Check/ Money Order	\$30.00 for each license plate	50%*
	Credit Card or Debit Card	\$30.00 for each license plate	25%*
* or a minimum of \$10			

The amounts listed in Table 7 may increase at the discretion of the NCTA.

Policy 2.3: Non-Revenue Plan

NCTA Non-Revenue policy allows the exemption of tolls for certain service vehicles per N.C.G.S. § 136-89.211(2). Those service organizations include law enforcement, emergency fire or rescue, or emergency medical services within the jurisdictional boundaries of the toll road. (Example: for Triangle Expressway eligible organizations must service Durham, Wake, and Harnett Counties). Vehicles that fit into this category and wish to utilize the toll road for responding to official situations are required to submit a Non-Revenue application for review and approval by the NCTA. NCTA reserves the right to approve or reject any non-revenue application. Emergency response vehicles stationed outside the jurisdiction of the project that are responding to a call within the project boundaries may submit a Toll Dispute form for review by NCTA to dispute the incurred toll.

Policy 2.3.1: Application

The Non-Revenue account is a form of a registered video account. There are no limitations as to the number of vehicles assigned to a Non-Revenue account. All vehicles listed on the account must be officially registered to the service organization applying for the account. NCTA may request a copy of the vehicle registration for any vehicles listed on the Non-Revenue account. Any vehicles not officially registered to the service organization will be subject to immediate removal from the Non-Revenue Account and the authority may charge the organization for any tolls incurred by these unauthorized vehicles. Unauthorized use of a Non-Revenue account may also subject the account to suspension or permanent closure by NCTA.

Non-Revenue plans are required to sign up for the e-mail option for statements and correspondence delivery methods. However, a non-revenue account holder may request special run statements at the CSC store front and must pay the \$5.00 charge at the time of the statement request. Agencies shall designate at least two points of contact and shall update contact

information annually or as account information changes. All account information must be kept current at all times and the account holder contact must send in an updated vehicle list on an annual basis. When vehicles need to be added, deleted, updated on the account, the appropriate vehicle information must be submitted via email to the CSC Liaison Specialist. Non-Revenue account holders will not have access to make changes to their account via the website.

The NCTA Director of Customer Service and Financial Controls or the NCTA CSC Liaison Specialist must approve the Non-Revenue application by signing the application. Applications must be reviewed and signed within one (1) business day of receipt. Upon signature the signed application will be submitted to the CSC Manager for account establishment. NCTA may deny any application if the organization is not within the parameters outlined in N.C.G.S. § 136-89.211(2). NCTA may terminate an account at any time as a result of non-compliance.

Policy 2.3.2: Toll Rate and Fees

All transactions will be documented but the toll rate posted to the account will be set at \$0.00. If a non-revenue account hits the inactive account status, it will be closed by the CSC immediately since the \$1.00 maintenance fee cannot be charged.

Policy 2.4 Fleet Plan

Policy 2.4.1: Application

NCTA utilizes the Registered Video Business account type for fleet companies at the Bill by Mail rate. Eligibility for a Fleet account requires a minimum of 300 vehicles and a maximum of 30,000. Vehicle lists should be submitted via email or CD/USB in the proper format indicated on the application. Fleet account holders will be required to assign two contacts on the account. Email is the required statement and correspondence delivery method. Fleet account holders are required to select the automatic replenishment method with two forms of credit/debit card as a method of payment. The Fleet account holder must maintain a current file of all vehicles listed on the account and send an updated vehicle list on an annual basis.

Customers will utilize the website to fetch transactions that are limited to 50,000 transactions per fetch. Each account is limited to one fetch per account at a time. Downloads are by demand and recommended daily or weekly to keep at a manageable size. Customers will receive monthly statements.

All vehicles listed on the account must be officially registered to the company. NCTA may request a copy of the vehicle registration for any vehicles listed on the Fleet account. Any vehicles not officially registered to the applicant will be subject to immediate removal from the Fleet account. Unauthorized use of a Fleet account may also subject the account to suspension or permanent closure by NCTA. Additionally, NCTA may terminate an account at any time as a result of non-compliance or misuse of the account.

Policy 2.4.2: Account Balance, Threshold and Replenishment

The prepaid account balance for all Fleet account holders is \$10,500. When the account balance reaches a 25% threshold, the BOS will automatically charge the calculated replenishment amount to the account holder's credit or debit card. The initial replenishment amount is set at \$2,500.00. The BOS will automatically adjust the threshold amount quarterly based on the adjustments to the replenishment amount.

Policy 2.5: General Policies

The following General Policies are applicable to NC Quick Pass and registered video accounts and the operations of the CSC and VPC. The Policy is stated within Policy 1: NC Quick Pass Accounts.

- Policy 1.5: Account Maintenance
- Policy 1.10: Statement Options
- Policy 1.12: Inactive Accounts
- Policy 1.13: Negative Account Balance
- Policy 1.14: Closing an Account
- Policy 1.15: Account Reinstatement
- Policy 1.16: Returned Check Fee
- Policy 1.17: Refunds
- Policy 1.18: Returned Mail

POLICY 3. ACCOUNT CONVERSION

Policy 3.1 Account Conversion Requested by Customer

Policy 3.1.1 Registered Video Converted to NC Quick Pass

A registered video account customer may convert to an NC Quick Pass account at any time through the CSC. The customer will be required to purchase a transponder for each vehicle registered to the customer's video account. When converting the registered video account to an NC Quick Pass account, all currently listed license plates under the registered video account will be added to the converted NC Quick Pass account. Customer must comply with all policies relative to NC Quick Pass accounts listed in Policy 1. Tolls posting to the account with a transaction date prior to the conversion date will be posted at the Bill by Mail toll rate.

Policy 3.1.2 Bill by Mail Converted to NC Quick Pass

A Bill by Mail customer may establish an NC Quick Pass account through the CSC. The customer will be required to pay all unpaid tolls and fees, complete an application, pay the appropriate pre-paid toll balance, purchase a transponder, provide all required information, and signing the terms and conditions agreement. When converting from Bill by Mail to an NC Quick Pass account, all currently listed license plates under the Bill by Mail invoices will be added to the converted NC Quick Pass account. This conversion can be completed through the web using the Account Conversion button.

Note: There is no way to stop a customer from opening an account with outstanding invoices if the license plates do not match. The only time the customer is restricted is if they try and use the same license plate that is on the outstanding Bill by Mail invoice.

Policy 3.1.3 Bill by Mail Converted to Registered Video

A Bill by Mail customer may establish a registered video account through the CSC by receiving authorization from NCTA. The customer will be required to pay all unpaid tolls and fees, complete an application, pay the appropriate pre-paid toll balance, provide all required information, and sign the terms and conditions agreement. When converting Bill by Mail to a registered video account, all currently listed license plates under the Bill by Mail invoices will be added to the converted registered video account. Registered video accounts must be approved by NCTA and can only be established at a CSC.

Note: There is no way to stop a customer from opening an account with outstanding invoices if the license plates do not match. The only time the customer is restricted is if they try and use the same license plate that is on the outstanding Bill by Mail invoice.

Policy 3.2 Delinquent Account Conversion by BOS

NC Quick Pass and registered video accounts will be converted to a delinquent status when an account balance is below -\$10.00. At this time the customer will be notified that the account has been suspended. If replenishment is not received the CSC will proceed with the invoice process defined under Policy 4.

Policy 3.3 Account Conversion Summary

TABLE 8			
Account Conversions			
From Account	To Account	Option	Description
Bill by Mail	Registered Video	Walk in	Customer initiated. All outstanding invoices are paid at the time of account conversion. NCTA approval required
Bill by Mail	NC Quick Pass	Web Phone in Walk in	Customer initiated. All outstanding invoices are paid at the time of account conversion. Transponder purchase required for each vehicle on account.
Bill by Mail	Delinquent Status	BOS	System initiated if an invoice is not paid within 30 days from the date on the invoice.
Registered Video	NC Quick Pass	Web Phone in Walk in	Customer initiated. Positive account balance and account information is rolled over to NC Quick Pass Account. Transponder purchase required for each vehicle on account.
Registered Video	Delinquent Status	BOS	System initiated if tolls cannot be posted due to account suspension.
NC Quick Pass	Registered Video	Walk in	Customer initiated. Positive account balance and account information is rolled over to registered video account. Transponders deactivated. NCTA approval required
NC Quick Pass	Delinquent Status	BOS	System initiated if tolls cannot be posted due to account suspension. Transponders deactivated.

POLICY 4. NCTA BILL BY MAIL POLICIES

The NCTA Bill by Mail policies are established in accordance with the NC General Statutes. These statutes provide that the registered owner (OWNER) of the motor vehicle is liable for payment of tolls unless the OWNER establishes that the motor vehicle was in the care, custody, and control of another person when the vehicle traveled on a North Carolina toll facility. (G.S. 136-89.212) These policies are applicable to the specific motor vehicle identified for non-payment at an NCTA toll facility. NCTA may invoice all unpaid toll transactions through Bill by Mail. In cases where a policy differs for an out-of-state violator, it will be identified as such. Refer to Appendix D for VEMS Process Flow Diagram.

Policy 4.1: Image Review

The focus of this policy is image review business policies and requirements. Video transactions may be subject to manual image review. The table below details specific conditions for image capture and the resulting action.

TABLE 9 Image Capture							
Transponder Status	Image Capture	OCR Image Review	Manual Image Review (if needed)	Transaction Type	Account Type	Account Status	Result
N/A	Yes	Yes	Yes	Bill by Mail			Invoice
Active	Yes	Yes	No	NC Quick Pass	Personal / Business / Non Rev	Autopay / Good / Low	IToll
Active	Yes	Yes	No	NC Quick Pass	Government	Good	Invoice
Lost / Stolen / Invalid	Yes	Yes	Yes	Bill by Mail	Personal / Business / Non Rev	Autopay / Good / Low	Invoice
Lost / Stolen / Invalid	Yes	Yes	Yes	Bill by Mail	Personal / Business / Non Rev	Zero	Invoice
N/A	Yes	Yes	Yes	Bill by Mail	Registered	Active	Invoice
N/A	Yes	Yes	Yes	Bill by Mail	Registered	Negative Balance	Invoice
N/A	Yes	Yes	Yes	Bill by Mail	Unregistered	Active	Invoice
N/A	Yes	Yes	Yes	Bill by Mail	Unregistered	Negative Balance	Invoice

Policy 4.2: Unpaid Toll – 15 Days Pre Bill Payment Option

A Bill by Mail customer will have fifteen (15) days after traveling on an NCTA toll facility to notify the NCTA of their use of the facility and to provide the necessary payment associated with the unpaid toll. This is an opportunity for the driver to stop into the CSC or storefront location to make a payment of a toll before the transaction has been fully processed by the BOS, especially when the information needs to be obtained through any state DMV. The CSC will be able to accommodate these invoice pre-payments by creating a Bill by Mail account with the appropriate license plate. The toll charges would then be applied to this account when they are fully processed. The Bill by Mail customers will be provided the opportunity to open an NC Quick Pass account at the time of payment. Future tolls will be charged at the rate based on the type of account the customer selects.

Policy 4.3: Bill by Mail Invoice (G.S. 136-89.214)

If the OWNER fails to contact the CSC and pay the toll(s) due within fifteen (15) days from the date of the first transaction, the NCTA or Processing Agent (PA) will send a first Bill by Mail invoice to the OWNER of the motor vehicle by first-class mail to the address provided by the NC DMV, provided by an out-of-state DMV, or as provided by some other recognized source, on the motor vehicle registration for the unpaid toll(s). The first Bill by Mail invoice will include any toll transactions that occurred during this fifteen (15) initial day period.

Policy 4.3.1: Limitations

The NCTA or PA may send the first Bill by Mail invoice to the OWNER within ninety (90) days of the date the toll transaction occurred. If the NCTA or PA fails to send the first Bill by Mail invoice to the OWNER within the ninety (90) days, the NCTA waives the right to collect the toll.

Policy 4.3.2: Invoicing Period

By statute the NCTA's billing period cannot be shorter than fifteen (15) days. The billing period for the first Bill by Mail invoice will be set at fifteen (15) days from the date of the first transaction. All subsequent billing periods will be set at thirty (30) days. The first Bill by Mail invoice for each billing period will include all unpaid tolls incurred by the same registered OWNER of the vehicle during the billing period. This could include multiple vehicles (license plates).

Policy 4.3.3: Vehicle Registration Information

NCTA will submit a request for OWNER information (name and mailing address) to the NC DMV, out-of-state DMV or other recognized source, as needed. Once the registration information is received, NCTA may begin generating the first Bill by Mail invoice.

Policy 4.3.4: Invoice Requirements

The first Bill by Mail invoice for a billing period will include at a minimum the following items:

1. Name and address of the OWNER of the motor vehicle that traveled on the NCTA toll facility

2. The date and time the travel occurred.
3. Gantry description for each toll zone of the NCTA toll facility on which vehicle passage occurred.
4. An image of the license plate of the vehicle. All images related to an invoice will be available to the customer through the NC Quick Pass website or upon request from the CSC.
5. The amount of the toll due at the Bill by Mail toll rate and an explanation of how payment may be made.
6. The date by which the toll must be paid to avoid the imposition of a processing fee and the amount of the fee.
7. A statement that an OWNER who has unpaid tolls may be subject to a possible civil penalty, processing fee and may have vehicle registration blocked or be submitted to a collection agency until all amounts owed to NCTA are paid.
8. A clear and concise explanation of how to contest liability for the toll.

Policy 4.3.5: Bill by Mail Invoice Mailing

Within one (1) business day upon the end of the fifteen (15) day period, NCTA will generate and mail the first Bill by Mail invoice to the OWNER by first-class mail to the address provided under Policy 4.3.3 on the motor vehicle registration. NCTA will allow thirty (30) days for the customer to pay the invoice from the date of the invoice.

Policy 4.3.6: Owner's Actions (G.S. 136-89.215(a))

An OWNER who receives a first Bill by Mail invoice for an unpaid toll must take one of the following actions within thirty (30) days of the date on the Bill by Mail invoice.

1. Pay the first Bill by Mail invoice.
2. Complete and submit an Informal Review form with the required information and signatures.

Policy 4.3.7: Waiving Right to a Review

The OWNER waives the right to dispute the first Bill by Mail invoice for unpaid tolls if a request for review is not submitted to the CSC within thirty (30) days from the date of the first Bill by Mail invoice.

Policy 4.4: Bill by Mail Invoice Escalation

If payment is not received within thirty (30) days from the date of the first Bill by Mail invoice, the Bill by Mail status will be changed to “delinquent” resulting in the initiation of the escalation process. The unpaid transactions on the first Bill by Mail invoice(s) will escalate on a subsequent invoice and will be subject to processing fees through the issuance of the subsequent invoice. The subsequent invoice shall be forwarded by first class mail to the address on the first Bill by Mail invoice.

Policy 4.4.1: Subsequent Bill by Mail Invoice Information

Subsequent invoices will provide a total of all unpaid transactions and/or fees from the prior invoice(s) and all detailed transactions which occurred during the current billing period. The processing fee will be established by the NCTA. The amount of the processing fee reflects the costs of identifying the OWNER that is subject to an unpaid toll, but will not exceed six dollars (\$6.00) per billing period.

Policy 4.4.2: Processing Fees (G.S. 136-89.215(b))

The NCTA or PA cannot charge an OWNER more than forty-eight dollars (\$48.00) in processing fees in a 12-month period. A processing fee is added to the customer’s next billing cycle if there are outstanding unpaid toll transactions from the prior invoice and the OWNER has not requested an informal review of the toll. Each invoice includes all unpaid tolls incurred by the OWNER during the billing period. Therefore the processing fee is to be assessed for each invoice not paid within 30 days (not to exceed \$48 for each person).

Policy regarding the waiver of the first processing fee (\$6.00) applied to a customer’s invoice if disputed by the customer in a timely manner is provided in Appendix E. This is a **onetime** waiver per account.

Policy 4.4.3: Civil Penalty (G.S. 136-89.216)

An OWNER with unpaid tolls and fees greater than sixty (60) days from the date of the first Bill by Mail invoice may be subject to a twenty-five dollar (\$25) civil penalty. Only one civil penalty can be applied in a 6-month period. A civil penalty can only be assessed one time for each unpaid invoice (or unpaid toll transactions from one invoice) within a 6-month period. Six months from the date of the last civil penalty the BOS will apply the next civil penalty to the oldest eligible invoice on the account.

Policy 4.4.4: Fees

The charges assessed shall be: 1) the toll amount due at the Bill by Mail toll rate, 2) the processing fee (not to exceed \$6.00 per subsequent invoice or \$48.00 per 12-month period), and 3) a civil penalty fee of twenty-five dollars (\$25.00) after sixty (60) days from the first Bill by Mail invoice every 6-month period.

Policy 4.4.5: Civil Penalty Mailing

The invoice assessing the Civil Penalty shall clearly state the total amount due as identified above and the manner in which it may be paid. It shall be forwarded by first class mail to the address provided by the NC DMV on the motor vehicle registration. The total amount due must be payable to NC Quick Pass within thirty (30) days of the invoice date.

Policy 4.5: NC Vehicle Registration Blocked (G.S. 136-89.217)

An OWNER with unpaid tolls/fees/penalties previously billed through a Bill by Mail invoice may have their vehicle registration renewal blocked. Refer to Appendix F for detailed policy and procedures.

Policy 4.5.1: Removal of Registration Renewal Block

The vehicle registration renewal block shall remain in effect until all tolls, fees, and civil penalties assessed are paid in full to the NCTA. NCTA will remove the registration renewal block within one (1) business day of receipt of the payment. Customers can pay at any NCTA CSC or storefront, or mail in their payment. The CSR will verify the payment and proceed with appropriate removal of the registration renewal block.

Policy 4.6: Collection Costs

An OWNER with unpaid tolls/fees/penalties greater than ninety (90) days from the date of the first Bill by Mail invoice may have their debt submitted to a collection agency, if the amount due is greater than the threshold set by NCTA.

The agency that collects a civil penalty imposed for unpaid tolls will credit the clear proceeds of the civil penalty to the civil penalty and Forfeiture Fund established in G.S. 115C-457.1. The guidelines used by the Office of State Budget and Management to determine an agency's actual costs of collecting a civil penalty and the clear proceeds of the civil penalty apply to the determination of the clear proceeds of a civil penalty imposed.

Policy 4.7: Request for Informal Review- (G.S. 136-89.218(a))

The OWNER of a vehicle is responsible for an unpaid toll; however, the OWNER may contest liability for the toll by requesting an Informal Review with the NCTA. The OWNER shall have thirty (30) days from the date of the invoice to submit a request for an Informal Review with the NCTA or PA for toll transactions within the current billing period using the form provided in Appendix G. This form can be obtained on the web or at a CSC store front. An OWNER that fails to submit the request within thirty (30) days of the date of the bill waives the right for review.

Policy 4.7.1: Sworn Affidavit (G.S. 136-89.212)

An OWNER may establish that a motor vehicle was in the care, custody and control of another person when it was driven on a toll facility by submitting one of the following:

1. A sworn affidavit stating that the vehicle involved was, at the time, stolen. The affidavit must be supported with evidence that supports the affidavit, including insurance or police report information.
2. A sworn affidavit stating that prior to the time the vehicle was driven on the toll facility, it, had been sold, transferred, or leased/rented by the registered owner to another person prior to the date of the alleged unpaid toll. The affidavit must be supported by insurance information, a copy of the certificate of title, a copy of the lease/rental agreement, or other evidence of the transfer.
3. A sworn affidavit providing the name and address of the person or company to transfer the liability to that had the care, custody, and control of the vehicle when it was driven on the toll facility. The toll dispute form requires signature of the transferee in order for CSC management to review the disputed toll.

Policy 4.7.2: NCTA's Receipt of Informal Review Request

CSC management will review written disputes and make a decision based on the information provided by the OWNER within two (2) business days of receipt of the request. In cases where circumstances require additional research time, the CSC will have up to five (5) business days from the date of the request receipt to make a determination. Once the NCTA or PA receives a request for informal review, they cannot collect the disputed toll amount until a decision is made through the review process. The escalation process will be suspended for the toll transaction(s) in question by crediting the disputed toll amount until the judgment is rendered. The adjustment code "Toll Dispute" shall be used to issue the credit. The BOS will keep a record of this action which shall include the identity of the person making the adjustment.

Policy 4.7.3: Informal Review Determination

If CSC management conducts an informal review and determines that the OWNER is liable for the disputed toll(s), the proper amount will be added back to the appropriate account using the same adjustment code as stated in Policy 4.7.1. The BOS will keep a record of this action which shall include the identity of the person making the adjustment. For Bill by Mail customers, the adjustment will be added to the next invoice and escalated accordingly. Once the decision is recorded in the BOS, a notification will be sent to the OWNER informing them of the determination.

If CSC management determines that the OWNER is not liable for the disputed toll(s), the determination will be documented in the BOS and a notification will be sent to the OWNER informing them of the decision through a letter clarifying that the toll transactions have been waived and no payment will be required from the OWNER. The BOS will keep a record of this action which shall include the identity of the person making the adjustment. If a transfer of liability is required, the correct license plate/OWNER will be resubmitted for invoice processing.

At any time, NCTA may request to audit the toll dispute process at which time CSC management will provide a log of toll disputes and their resolution based on the time period requested by NCTA. NCTA has the authority to reverse the decision of CSC management.

Policy 4.8: Administrative Hearing & Judicial Review

Policy 4.8.1: Administrative Hearing (G.S. 136-89.218(b))

If NCTA conducts an informal review and determines that the OWNER is liable for the toll, NCTA must send the OWNER a notice informing the person of the determination. The person may contest this determination by filing a petition for a contested case hearing at the Office of Administrative Hearings in accordance with Article 3 of Chapter 150B of the General Statutes.

The OWNER may contest the Informal Review determination by filing a petition for a contested case hearing from the Administrative Officer to be held at the NCTA Customer Service Center. The escalation process will be suspended for the toll transaction(s) in question in the same form as Policy 4.5.1 NCTA's Receipt of Review Request and 4.5.2 Review Determination until the judgment is rendered. Once the judgment is entered into the BOS the escalation process will begin following the appropriate business rules associated with the decision.

Policy 4.8.2: Judicial Review (G.S. 136-89.218(c))

An OWNER aggrieved of a the final agency decision may file a petition for judicial review in Superior Court pursuant to Article 4 of Chapter 150B of the General Statutes. The escalation process will be suspended for the toll transaction(s) in question in the same form as Policy 4.5.1 NCTA's Receipt of Review Request and Policy 4.5.2 Review Determination until the judgment is rendered. Once the judgment is entered into the BOS the escalation process will begin following the appropriate business rules associated with the decision.

Policy 4.9: Collection Assistance & Fees (G.S. 136-89.213)

The NCTA may assess a collection assistance fee against an OWNER if an invoice is not paid within ninety (90) days. Transfer of payment due to a collection agency may be noted on any subsequent invoices sent to the customer with unpaid tolls/fees/penalties greater than ninety (90) days. The Collection Notice may be served or mailed no sooner than thirty (30) days after nonpayment. NCTA may utilize more than one collection agency. The distribution to collection agencies will be made through alphabet separation by last name.

Invoices in collections results in the account being locked down on the web. CSRs may apply payments to invoices that have not been sent to collections. CSRs cannot apply payments to invoices that have been submitted to a collection agency. Customer will be required to settle with the collection agency.

Policy 4.10: Rental Car Policy

NCTA will utilize third party vendors to the greatest extent possible. NCTA will contract with the leading rental car management companies and require that they establish either an NC Quick

Pass or registered video account. All license plates in their databases will be uploaded onto the account and updated on a weekly bases moving forward. All accounts must be backed by an automated replenishment method and must remain in good standing. These accounts will follow all applicable policies as described in this document.

Policy 4.11: Bill by Mail Invoice Payments

NCTA shall accept cash, check, money orders, and credit or debit cards for payment, and provides four convenient ways for customers to submit their payment:

1. **Website** - Access the NC Quick Pass website at www.ncquickpass.com. (Invoice Number is required)
2. **By Phone** - Call the NC Quick Pass CSC at 1-877-7MY-PASS and select from the menu options provided. (Invoice Number is required)
3. **Store Front Location(s)** - Customer may obtain NC QUICK PASS store front hours and location(s) by visiting the NC Quick Pass website or calling the CSC.
4. **Mail** - Customer can complete the payment form included with the Invoice and mail it with their payment to the NC Quick Pass CSC. Customers cannot send cash.

NCTA shall accept overpayment; however, the money will be on the account for future use by the customer. In this situation, a refund will not be generated unless the customer specifically requests it

NCTA shall accept partial payments, however full payment is required to eliminate invoice escalation. Partial payments will be applied to the foremost past due invoice balance, whether it applies to satisfying:

- Unpaid outstanding tolls,
- Unpaid outstanding processing fees, and / or
- Unpaid outstanding civil penalties.

POLICY 5. INTEROPERABILITY POLICIES

Policy 5.1 NC Quick Pass Interoperability Toll Program

This policy outlines NC Quick Pass customers' and NCTA's responsibilities and obligations when an NC Quick Pass customer travels on an out-of-state toll facility that is interoperable with NC Quick Pass. In response to designing and planning an AET system for the majority of North Carolina's toll roads, and the demand for interoperability, at least regionally, NCTA procured toll collection and back office systems for North Carolina toll projects capable of reading and processing NC Quick Pass transponders, as well as E-ZPass® and SunPass transponders.

Policy 5.1.1 Transponder Usage

Table 11 below summarizes the NC Quick Pass transponders and the correlated interoperability program:

Table 11 Transponder Summary		
Vendor Name (Part Number)	NC Quick Pass Name	Interoperable Program
Non-Feedback Interior Transponders		
eGo ® Plus (13-1715-001)	Sticker	SunPass®
eZGo Anywhere™ IAG Std OBU (13-8011-100)	Hard Case	E-ZPass® and SunPass®
Exterior Transponders		
eZGo Anywhere Exterior™ (13-9711-600)	Exterior	E-ZPass® and SunPass®

Policy 5.1.2 Enrollment

Upon purchasing an NC Quick Pass, customers will automatically be enrolled in the NCTA's interoperable program based on transponder selection as outlined in Table 11. This will allow customers to pay tolls on facilities accepting E-ZPass and SunPass, as long as NCTA has established interoperable agreements with these programs. Dependent upon which transponder is purchased, NCTA will take all necessary steps to ensure the customer is aware of the transponder capabilities in regard to valid interoperable regions, associated costs and fees, and additional uses such as parking, ferries, etc. as these programs become available to NC Quick Pass customers.

By establishing an NC Quick Pass account and agreeing to the Terms and Conditions, the Customer agrees to the release of their transponder ID and license plate number to be shared with states participating in the NCTA interoperability program.

Customers name and address shall not be provided to any agency or company with whom NCTA has established interoperability agreements. Requests for this data shall follow the disclosure limitation in 18 U.S.C. 2721 (Federal Driver's Privacy Protection Act) and shall only be provided to agencies in which NCTA has agreed to reciprocal toll transactions. Driver/customer information will not be made available for any reason other than to support payment of toll transactions or comply with a valid order of a court of jurisdiction.

Policy 5.1.3 Transponders/License Plate Files

NCTA will forward the transponder status file, which will include transponder ID and license plate information, on a daily basis with the interoperable agencies. The determination of the daily transponder and license plate status exchange will be based on the following criteria:

1. **Auto-Replenishment Accounts** - All NC Quick Pass transponders associated with accounts in good financial standing with auto-replenishment will be sent as “valid” in the transponder status file.
2. **Manual Replenishment Accounts** - All transponders associated with accounts in good financial standing will be sent as “valid” in the transponder status file.
3. **Negative Balance Accounts** - Transponders associated with accounts that are in a negative status, as established in Policy 2.12, will be sent as “invalid” in the transponder status file and therefore, will not be considered interoperable. The NC Quick Pass customer will be required to pay the interoperable agencies directly until the account is adequately replenished. NC Quick Pass customers shall be aware of this stipulation, and may be subject to potential violation charges and/or video invoicing for unpaid tolls according to the out-of-state agencies business policies and procedures.
4. **Closed Accounts** - Upon closing an NC Quick Pass account, NCTA shall send the customer’s transponder as “invalid” in the transponder status file and follow Policy 1.15.
5. **Lost/Stolen Transponders** - NC Quick Pass transponders reported lost or stolen will be sent as “lost” in the transponder status file. The vehicle carrying a transponder with a “lost” status shall be considered a Video Account and/or Violator on out-of-state toll roads. The transponder will be changed back to “valid” in the transponder status file upon notification of the transponder being recovered assuming the account is still in good status.

Policy 5.1.4 Non-Revenue and Government Accounts

NC Quick Pass customers which are enrolled as Non-Revenue and/or Government Accounts will not be considered interoperable accounts.

Policy 5.1.5 Disputes and Refunds (Out of State Transactions)

NC Quick Pass customers wishing to dispute a toll or request a refund for tolls charged to their account by an out-of-state agency, shall notify the NC Quick Pass CSC of any disputed toll with proper justification for the dispute. NCTA shall seek verification from the out-of-state toll operator of the toll(s) in question. If the toll is verified, the charges shall remain on the customer account. If the toll is waived by the out-of-state agency, the charges shall be reversed and the customer’s account credited. NCTA will credit disputed amount during dispute process. If dispute is rejected, disputed amount will be debited to the account.

Policy 5.1.6 Out-of-State Customer Disputes and Refunds (NC Transactions)

The OWNER of a vehicle is responsible for an unpaid toll unless the OWNER requests an Informal Review by NC Quick Pass, or initiates a dispute with their home agency. The OWNER shall have thirty (30) days from the date of the invoice to file a dispute with their home agency or NC Quick Pass. If the OWNER initiates a dispute they may be asked to contact NC Quick Pass directly should a sworn affidavit be required. Refer to Policy 4.7.1: Sworn Affidavit (G.S. 136-89.212).

The dispute process shall follow Policy 4.7.2. All other disputes shall include the claim(s) as to why the toll should not have been assigned to the out-of-state customer.

Upon verification by NC Quick Pass that the dispute is valid, the away agency shall properly credit the customer's account for the appropriate amount. Should NC Quick Pass find that the dispute is not valid, all contested charges will remain and the customer shall have the option to adhere to the dispute policies in Policies 4.7 and 4.8.

Policy 5.2 Interoperability with the E-ZPass Toll Program

The interoperability Agreement between NCTA and the E-ZPass Group (EZG) is located in Appendix H entitled Amendment No. 8 to E-ZPass Operations Interagency Agreement (Appendix E of the agreement). Not included in Appendix H are the following IAG documents that also comprise the interoperability agreement. These documents are available on the EZG website (<http://e-zpassiag.com/interoperability>)

- Operating Agreement;
- Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement");
- License Agreement;
- Mark IV Irrevocable Offer and any successor contract approved by the IAG Executive Management Committee for procurement of equipment and services for IAG purposes;
- All confidentiality agreements in connection with IAG activities;
- Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines; and
- Any other agreement or amendment approved by the IAG Executive Management Committee in accordance with the Operating Agreement.

Policy 5.2.1 Fees

Refer to Appendix H for details. Key elements are summarized below:

Transaction Fees

A customer's Home Agency shall be reimbursed by the Away Agency a fee of \$0.06 per transaction. Reimbursement shall be made no less than monthly or may as otherwise be agreed in writing between two or more affected IAG member or National Affiliate members.

Credit Card Fees

A Home Agency transferring toll revenues to an Away Agency shall be reimbursed by that Away Agency for the proportionate share of credit card fees incurred in the replenishment of customer accounts. The Home Agency shall be responsible for determining amounts due from the Away Agency for credit card fees associated with account reimbursements, and shall include a statement which sets forth reasonable details of the calculation. All credit card reimbursement fees shall be computed using the then current credit card formula provided by the IAG EMC.

Policy 5.2.2 Reciprocity

Appendix I provides the IAG reciprocity document for detailed information. Key requirements are as follows:

1. Valid Tag Transactions

- a. Upon receipt of transaction records, the Home Agency will post transactions to the proper accounts.
- b. Settlement of a Valid Tag Transaction shall not be dependent on transaction posting; i.e., the Home Agency's obligation to pay the Away Agency is not contingent upon the Home Agency posting the transactions to the customer's account.
- c. So long as the Away Agency transfers Valid Tag Transactions to the Home Agency within 60 days, the Home Agency will honor same if the account is open.
- d. The Home Agency is not responsible to honor the Valid Tag Transaction if the transaction is received more than 10 days after the transaction occurred and the account is closed.

2. Customer Disputed Transactions

- a. Each Agency will inform the other Agencies of its guidelines for handling customer disputed transactions. When, due to cost/benefit or other considerations, customer accounts are credited for the disputed amount without further research, such credits will not affect Settlement or Reconciliation between Agencies.
- b. When a customer disputes a transaction that occurred on an Away Agency's facility, and such transactions are researched, acknowledged and agreed to be an error of the Away Agency, the resulting adjustment will become part of the Reconciliation and Settlement between the two agencies and no payments will be made for such transactions.
- c. In order to enable proper researching of customer complaints, all agencies will maintain records related to toll transactions for a minimum period of 120 days.

3. Settlement & Revenue Reconciliation

- a. The Home Agency will transfer the gross toll amount due for Valid Tag Transactions as reported by an Away Agency in United States dollars. All transfers will be calculated on a gross basis.
- b. The Home Agency will settle in a manner and frequency as determined by agreement between the Home and Away Agency, but at least monthly. Final settlement will be

-
- based on Valid Tag Transactions as reported by the Away Agency regardless of account status at time of Posting.
- c. Actual or estimated revenue as reported by the Away Agency may be used as a basis for Conditional Settlement as agreed between the Home and Away Agencies.
 - d. Valid Tag Transactions obligate the Home Agency to remit the correct toll to the Away Agency at the time of Settlement regardless of the status of the Home Agency account at the time of Posting. In the case of lost or stolen tags, the Home Agency is no longer obligated for transactions that occur after notification to the Away Agency.
 - e. An Agency which does not act as a Home Agency may notify the other Agencies that all transactions relating to such Agency's facilities shall be transmitted to and settled with a Home Agency designated by such Agency.
4. Violations
- a. Processing of E-ZPass customer violations at the Away Agency when the tag is reported as lost/stolen by the Home Agency will be pursuant to the rules and regulations of the Away Agency.
 - b. The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
 - c. The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies or as otherwise required by law.
 - d. The Agencies will process toll evasion violation images in such a manner as to identify customers' accounts in good standing and thereby create a Valid Transaction.
 - e. Non-customer toll evasion violators will be processed pursuant to the rules and regulations of the Agency where the violation occurred.

Policy 5.2.3 Tag Validation File

- 01 Valid
- 02 Low Balance
- 03 Invalid
- 04 Lost/Stolen

Policy 5.3 Interoperability with the SunPass Toll Program

Under development

APPENDIX A-DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

The following abbreviations, acronyms, and terms are used in this document:

Accounts Payable (AP): A record of the amount that a person or company owes and has not paid.

Administrative Hearing: A formal hearing requested by the registered owner of a vehicle whose informal review for waiving of tolls was denied by the North Carolina Turnpike Authority and that the owner is liable for the unpaid tolls.

All Electronic Tolling (AET): A system that electronically collects tolls while vehicles pass through the tolling zone at highway speeds.

Authority: Refers to the North Carolina Turnpike Authority.

Back Office System (BOS): Hardware and software that supports the customer service and video processing activities provided by the customer service center and video processing center.

Bill by Mail: An invoice mailed to the registered owner of a vehicle for unpaid tolls on a North Carolina toll facility.

Business Policies and Procedures: A set of policies and procedures established by the North Carolina Turnpike Authority that defines how the toll transactions will be processed.

Civil Penalty: A monetary penalty assessed against a person who receives one or more Bill by Mail invoices for unpaid tolls during a six-month period and has not paid the invoices within 30 days of the end of the six-month period.

Collection Agency: A business that pursues payments on debts owed can operate as an agent of the creditor by collecting debts for a fee or percentage of the total amount owed.

Correspondence: Any and all information written or soft copy sent to and from the customer service center or video processing center.

Customer Account Management Subsystem (CAMS): Provides all of the functions required to enroll and maintain customer accounts that include changes and additions to account features, as well as, historical and financial information.

Customer Agreement: An agreement between a customer and North Carolina Turnpike Authority with mutual obligations for each party.

Customer Service Center (CSC): The facility, in conjunction with the video processing center, that houses the equipment, software, and personnel required to establish, manage, and maintain customer accounts; provide customer service; process Bill by Mail transactions and license plate images, and

prepare customer notifications for Bill by Mail invoicing and escalation in accordance with the North Carolina Turnpike Authority's Business Rules. Also the integrated system that contains infrastructure equipment, software, and services required to manage customer accounts, process toll payments, obtain correct account, name and address information, and prepare invoicing for payment processing. The CSC is used generically to designate full account management services provided by the back office system for NC Quick Pass and registered video accounts.

Customer Service Representative: A person acting on behalf of the North Carolina Turnpike Authority, usually in a call center environment, assisting customers with issues and questions regarding activities related to use of North Carolina Turnpike Authority toll facilities.

Department of Motor Vehicles (DMV): The agency that provides registered vehicle registration information for Bill by Mail toll transaction notification and supports the suspension of drivers' vehicle registration.

Electronic Toll Collection (ETC): A system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a toll revenue collection system.

Electronic Traffic Information Management System (eTIMS): A system that interfaces with states that have agreements with DMV offices and companies providing license plate lookup services, to allow lookup of customer name and address information based on the vehicle's license plate.

E-ZPass: An electronic toll collection system currently utilized by 25 agencies in 14 states using the same technology that allows customers to travel on the E-ZPass network of toll facilities utilizing only one account.

Informal Review: A non-binding review and determination of an action by the North Carolina Turnpike Authority such as a toll charge to a customer or user of a North Carolina Turnpike Authority toll facility.

Interactive Voice Response (IVR): A technology that allows a computer to interact with humans through the use of voice and dual-tone multi-frequency (DTMF) signaling (touch-tone) to automatically access information without human assistance.

Interoperability: The ability of diverse toll collection systems to work together through interface controls.

Invalid Transponder: A transponder that is either in a lost, stolen or unissued status or is tied to an account whose status is invalid. Tolls cannot be charged to an account via an invalid transponder.

Judicial Review: A legal review of an action (factual or legal finding) made by a lower court or by an administrative body, such as a judicial review of an administrative hearing officer decision on a tolling matter.

NC Quick Pass: The electronic toll collection system utilized by North Carolina Turnpike Authority.

Non-Revenue Vehicle: Vehicles identified by North Carolina Turnpike Authority that are exempt from tolls on North Carolina toll facilities.

Non Sufficient Funds (NSF): A term used by the banking industry to indicate that a demand for payment, such as a check, cannot be honored because insufficient funds are available in the account.

North Carolina Turnpike Authority (NCTA): A body politic and corporate, a public instrumentality and an agency of the State of North Carolina, created in 2002 acting by and through its Governing Board.

Password: A secret word or string of characters used for authentication to prove identity to gain access to a resource.

Payment Card Industry (PCI) Data Security Standard (DSS): Is the guideline to help organizations that process card payments prevent credit card fraud, hacking and various other security vulnerabilities and threats. A company processing, storing, or transmitting payment card data must be PCI DSS compliant or risk losing their ability to process credit card payments and being audited and/or fined.

Personal Identification Number (PIN): A secret numeric password shared between a user and a system used to authenticate the user to the system.

Processing Agent: A representative acting on behalf of the North Carolina Turnpike Authority to process revenue collection activities.

Processing Fee: The fee that is imposed by the North Carolina Turnpike Authority for the processing of a second unpaid Bill by Mail invoice issued for the non-payment of the first Bill by Mail invoice.

Registered Video Tolling Account: An account established by an Authority customer for the payment of tolls based upon the license plate of the account holder. Such accounts are similar to the NC Quick Pass accounts.

Roadside Toll Collection System: (RTCS) The complete, functioning, state-of-the-art all-electronic toll system based on electronic toll collection and video processing for identification of vehicles, for every toll zone. The major function of the roadside system is to accurately detect, classify and identify every vehicle passing through toll zones.

Sales Tax: Applicable North Carolina sales tax charged for the sale of a transponder. The applicable general sales tax rate is 4.25% and the statewide local sales tax rate is 2.5%, with an additional .5% in Mecklenburg County.

SunPass: An electronic toll collection system that is controlled by Florida's Turnpike Enterprise in the State of Florida.

Sworn Affidavit: A document that provides evidence that the vehicle with unpaid tolls was, at the time of the unpaid toll transaction, stolen or sold and in the custody and control of a person other than the owner of record provided by the department of motor vehicles. The Sworn Affidavit shall be supported by a police or insurance report or a bill of sale.

Terms and Conditions: General and special arrangements, provisions, requirements, rules and standards that form an integral part of an agreement or contract.

Transaction Processing Management System (TPMS): Focuses on pre-processing, posting and reconciling every vehicle transaction that is either transponder-based or video. Also handles all of the reciprocal transactions arising from the use of other toll system facilities by accounts held in NCTA's system in full compliance and conformance with current IAG specification.

Transponder: All Transponders issued and supported by the Roadside Toll Collection System (RTCS) Radio Frequency (RF) antenna(s) and reader equipment installed for a toll lane.

Valid Transponder List: A file that contains transponder numbers that are linked to accounts with a valid status. This file is built on a daily basis and transmitted to North Carolina Turnpike Authority toll lanes. It is also sent to agencies that are interoperable with NCTA.

Video Image Toll (I-Toll): The toll for which a video image was used to identify the vehicle and was processed and posted against a valid NC Quick Pass account with a matching license plate.

Video Processing Center (VPC): This term is synonymous the customer service center and is the generic term used to describe the location where toll video images are processed.

Violation Enforcement Customer Service Toll Operations Reporting (VECTOR): An ACS back office system software product designed to handle the processing of lane transactions (ETC and video), provide customer service capability, handle financial transactions, perform reconciliation and revenue management, and produce system-wide reporting.

Violations & Video Enforcement Management System (VEMS): Handles all functions related to the processing of video transactions received from the lanes, identification and categorization, the subsequent video invoicing and escalation, receipt and processing of disputes and revenues, and final disposition. Also handles image review, interface with DMVs to get the customer name and address, and interface with collections and DMVs for delinquent invoices.

Write offs: A procedure used in accounting when an asset is determined to be uncollectible and is therefore considered to be a loss.

APPENDIX B-NC GENERAL STATUTE

NOTICE: The statutes contained in the NCTA CSC Business Policies are for informational use only and reflect changes made in the 2012 legislative session.

Article 6H.

Public Toll Roads and Bridges.

Part 1. Turnpike Authority and Bridges.

§ 136-89.180. Legislative findings.

The General Assembly finds that the existing State road system is becoming increasingly congested and overburdened with traffic in many areas of the State; that the sharp surge of vehicle miles traveled is overwhelming the State's ability to build and pay for adequate road improvements; and that an adequate answer to this challenge will require the State to be innovative and utilize several new approaches to transportation improvements in North Carolina.

Toll funding of highway and bridge construction is feasible in North Carolina and can contribute to addressing the critical transportation needs of the State. A toll program can speed the implementation of needed transportation improvements by funding some projects with tolls. (2002-133, s. 1.)

§ 136-89.181. Definitions.

The following definitions apply to this Article:

- (1) Department. – The North Carolina Department of Transportation.
- (2) Turnpike Authority. – The public agency created by this Article.
- (3) Authority Board. – The governing board of the Turnpike Authority.
- (4) Turnpike project. – Either of the following:
 - a. A road, bridge, or tunnel project planned, or planned and constructed, in accordance with the provisions of this Article.
 - b. A segment of the State highway system the Authority Board converts to a tolled highway pursuant to the authorization in G.S. 136-89.187.
- (5) Turnpike system. – All Turnpike projects. (2002-133, s. 1; 2008-225, s. 3.)

§ 136-89.182. North Carolina Turnpike Authority.

- (a) Creation. – There is created a body politic and corporate to be known as the "North Carolina Turnpike Authority". The Authority is constituted as a public agency, and the exercise by the Authority of the powers conferred by this Article in the construction, operation, and maintenance of toll roads and bridges shall be deemed and held to be the performance of an essential governmental function.
- (b) Administrative Placement. – The Authority shall be located within the Department of Transportation and shall be subject to and under the direct supervision of the Secretary of Transportation.
- (c) Authority Board. – The North Carolina Turnpike Authority shall be governed by a nine-member Authority Board consisting of two members appointed by the General Assembly upon the recommendation of the President Pro Tempore of the Senate in accordance with G.S. 120-121, two members appointed by the General Assembly upon the recommendation of the Speaker of the House

of Representatives in accordance with G.S. 120-121, four members appointed by the Governor, and the Secretary of Transportation. Each appointing authority shall appoint members who reside in diverse regions of the State. The Chair of the Authority shall be selected by the Authority Board.

(d) Board of Transportation Members. – Members of the North Carolina Board of Transportation may serve as members of the Authority Board.

(e) Staggered Terms. – One of the initial appointments to the Authority Board by the General Assembly upon the recommendation of the President Pro Tempore of the Senate, one of the initial appointments to the Authority Board by the General Assembly upon the recommendation of the Speaker of the House of Representatives, and three of the initial appointments of the Governor shall be appointed to terms ending January 14, 2007. One of the initial appointments to the Authority Board by the General Assembly upon the recommendation of the President Pro Tempore of the Senate, one of the initial appointments to the Authority Board by the General Assembly upon the recommendation of the Speaker of the House of Representatives, and one of the initial appointments of the Governor shall be appointed to terms ending January 14, 2005. The Secretary of Transportation shall serve as an ex officio voting member of the Board. Thereafter, at the expiration of each stipulated term of office, all appointments shall be to a term of four years from the date of the expiration of the term.

(f) Vacancies. – All members of the Authority Board shall remain in office until their successors are appointed and qualified. The original appointing authority may appoint a member to serve out the unexpired term of any member.

(g) Removal of Board Members. – Each member of the Authority Board, notwithstanding subsection (e) of this section, shall serve at the pleasure of the appointing authority. The Chair of the Authority serves at the pleasure of the Authority Board.

(h) Conflicts of Interest, Ethics. – Members of the Authority Board shall be subject to the provisions of G.S. 136-13, 136-13.1, and 136-14.

(i) Compensation. – The appointed members of the Authority Board shall receive no salary for their services but shall be entitled to receive per diem and travel allowances in accordance with the provisions of G.S. 138-5 and G.S. 138-6 as appropriate.

(j) Bylaws. – The Authority Board shall adopt, change, or amend bylaws with respect to the calling of meetings, quorums, voting procedures, the keeping of records, and other organizational, staffing, and administrative matters as the Authority Board may determine. Any bylaws, or subsequent changes or amendments to the bylaws, shall be included in the Annual Report as required by G.S. 136-89.193.

(k) Executive Director and Administrative Employees. – The Authority Board shall appoint an Executive Director, whose salary shall be fixed by the Authority, to serve at its pleasure. The Executive Director shall be the Authority's chief administrative officer and shall be responsible for the daily administration of the toll roads and bridges constructed, maintained, or operated pursuant to this Article. The Executive Director or his designee shall appoint, employ, dismiss, and, within the limits approved by the Authority Board, fix the compensation of administrative employees as the Executive Director deems necessary to carry out this Article.

(l) Office. – The offices of the Authority may be housed in one or more facilities of the Department of Transportation. (2002-133, s. 1; 2009-343, ss. 1, 2; 2011-145, s. 28.35(c).)

§ 136-89.183. Powers of the Authority.

(a) The Authority shall have all of the powers necessary to execute the provisions of this Article, including the following:

(1) The powers of a corporate body, including the power to sue and be sued, to make contracts, to adopt and use a common seal, and to alter the adopted seal as needed.

(2) To study, plan, develop, and undertake preliminary design work on up to eight Turnpike Projects. At the conclusion of these activities, the Turnpike Authority is authorized to design, establish, purchase, construct, operate, and maintain the following projects:

a. Triangle Expressway, including segments also known as N.C. 540, Triangle Parkway, Western Wake Freeway in Wake and Durham Counties, and Southeast Extension in Wake and Johnston Counties, except that no portion of the Southeast Extension shall be located north of an existing protected corridor established by the Department of Transportation circa 1995, except in the area of Interstate 40 East.

b. Gaston East-West Connector, also known as the Garden Parkway.

c. Monroe Connector/Bypass.

d. Cape Fear Skyway.

e. A bridge of more than two miles in length going from the mainland to a peninsula bordering the State of Virginia, pursuant to G.S. 136-89.183A.

f. Repealed by Session Laws 2008-225, s. 4, effective August 17, 2008.

Any other project proposed by the Authority in addition to the projects listed in this subdivision must be approved by the General Assembly prior to construction.

A Turnpike Project selected for construction by the Turnpike Authority shall be included in any applicable locally adopted comprehensive transportation plans and shall be shown in the current State Transportation Improvement Plan prior to the letting of a contract for the Turnpike Project.

(3) Repealed by Session Laws 2005-275, s. 2, effective August 12, 2005.

(4) To rent, lease, purchase, acquire, own, encumber, dispose of, or mortgage real or personal property, including the power to acquire property by eminent domain pursuant to G.S. 136-89.184.

(5) To fix, revise, charge, and collect tolls and fees for the use of the Turnpike Projects. Prior to the effective date of any toll or fee for use of a Turnpike Facility, the Authority shall submit a description of the proposed toll or fee to the Board of Transportation, the Joint Legislative Transportation Oversight Committee and the Joint Legislative Commission on Governmental Operations for review.

(6) To issue bonds or notes of the Authority as provided in this Article.

(6a) To invest the proceeds of bonds or notes of the Authority that are pending disbursement or other idle funds of the Authority in any investment authorized by G.S. 159-30.

(7) To establish, construct, purchase, maintain, equip, and operate any structure or facilities associated with the Turnpike System.

(8) To pay all necessary costs and expenses in the formation, organization, administration, and operation of the Authority.

(9) To apply for, accept, and administer loans and grants of money or real or personal property from any federal agency, the State or its political subdivisions, local governments, or any other public or private sources available.

(10) To adopt, alter, or repeal its own bylaws or rules implementing the provisions of this Article, in accordance with the review and comment requirements of G.S. 136-89.182(j).

(11) To utilize employees of the Department; to contract for the services of consulting engineers, architects, attorneys, real estate counselors, appraisers, and other consultants; to employ administrative staff as may be required in the judgment of the Authority; and to fix and pay fees or

compensation to the Department, contractors, and administrative employees from funds available to the Authority.

(12) To receive and use appropriations from the State and federal government.

(13) To adopt procedures to govern its procurement of services and delivery of Turnpike Projects.

(14) To perform or procure any portion of services required by the Authority.

(15) To use officers, employees, agents, and facilities of the Department for the purposes and upon the terms as may be mutually agreeable.

(16) To contract for the construction, maintenance, and operation of a Turnpike Project.

(17) To enter into partnership agreements with the Department of Transportation, agreements with political subdivisions of the State, and agreements with private entities, and to expend such funds as it deems necessary, pursuant to such agreements, for the purpose of financing the cost of acquiring, constructing, equipping, operating, or maintaining any Turnpike Project. An agreement entered under this subdivision requires the concurrence of the Board of Transportation if the Department of Transportation is a party to the agreement.

(18) To utilize incentives in any contract for development or construction of a Turnpike Project, in order to promote expedited delivery of the project.

(19) To enter into reciprocal toll enforcement agreements with other toll agencies, as provided in G.S. 136-89.220.

(b) To execute the powers provided in subsection (a) of this section, the Authority shall determine its policies by majority vote of the members of the Authority Board present and voting, a quorum having been established. Once a policy is established, the Authority Board shall communicate it to the Executive Director or the Executive Director's designee, who shall have the sole and exclusive authority to execute the policy of the Authority. No member of the Authority Board shall have the responsibility or authority to give operational directives to any employee of the Authority other than the Executive Director or the Director's designee. (2002-133, s. 1; 2005-275, s. 2; 2006-228, s. 5; 2006-230, s. 1(b); 2008-225, s. 4; 2011-7, s. 1; 2011-145, s. 28.32(e); 2011-391, s. 56; 2012-85, s. 9.)

§ 136-89.183A. Accelerated Pilot Toll Bridge Project.

(a) Findings. – The General Assembly finds that there is a need for a bridge connecting the Currituck County mainland to the Currituck County Outer Banks; that the bridge should be implemented as a toll bridge; that the bridge should be implemented in a manner that protects the natural environment and quality of life on the Outer Banks; and that the character of the existing road system in Currituck County and Dare County Outer Banks should be preserved.

(b) Contract to Construct Accelerated Pilot Toll Bridge Project. – The Authority shall contract with a single private firm to design, obtain all necessary permits for, and construct the toll bridge described in G.S. 136-89.183(a)(2), known as the Mid-Currituck Bridge, in order to provide accelerated, efficient, and cost-effective completion of the project.

(c) Preconstruction Participation. – In addition to the authority granted by G.S. 136-89.191, the Department shall participate in the cost of preconstruction activities related to the project described in this section, if requested by the Authority.

(d) Environmental Protection. – The Authority shall ensure that the Mid-Currituck Bridge is implemented in a manner that accomplishes all of the following:

(1) Ensures the preservation of water quality in Currituck Sound.

(2) Mitigates the environmental impact of the bridge on the Currituck County mainland and the Outer Banks.

(3) Reduces traffic congestion and vehicle miles traveled, and preserves the character of the existing road system, in Dare County and Currituck County on the Outer Banks.

(e) Report on Project. – The Authority shall report to the Joint Legislative Transportation Oversight Committee on December 1, 2005, and each December 1 thereafter until completion, on the progress of the accelerated pilot toll bridge project described in this section. (2005-275, s. 3; 2008-225, s. 11.)

§ 136-89.183B. Accelerated Herbert C. Bonner Bridge Replacement Project.

(a) Contract for Accelerated Construction of the Herbert C. Bonner Replacement Bridge Project. – The Department of Transportation shall implement all reasonable measures to expedite completion of environmental reviews required by the National Environmental Policy Act. Within 90 days of receiving an approved Record of Decision from the Federal Highway Administration, the Department shall contract with a single private firm to design and build a replacement bridge for the Herbert C. Bonner Bridge at Oregon Inlet, in accordance with G.S. 136-28.11, in order to expedite and accelerate the efficient, cost effective completion of the project.

(b) Replacement Bridge; Termini. – The General Assembly recommends that the replacement bridge constructed pursuant to this section shall be located with north and south termini located in general proximity to the termini of the existing Herbert C. Bonner Bridge. It is recognized, however, that the preferred alternative for the bridge location cannot be determined prior to compliance with all federal and State laws and regulations.

(c) Department to Report on Project. – The Department shall report to the Joint Legislative Transportation Oversight Committee on December 1, 2005, and each December 1 thereafter until completion, on the progress of the accelerated bridge project described in this section. (2005-275, s. 6(b); 2005-382, s. 3.)

§ 136-89.183C. Accelerated Yadkin River Veterans Memorial Bridge Replacement Project.

(a) Contract for Accelerated Construction of the Yadkin River Veterans Memorial Bridge Replacement Bridge Project. – The Authority shall study, plan, develop, undertake preliminary design work, and analyze and list all necessary permits, in preparation for construction of a replacement bridge and approaches for the Yadkin River Veterans Memorial Bridge over the Yadkin River and between Rowan and Davidson Counties, in order to provide accelerated, efficient, and cost-effective completion of the project.

(b) Replacement Bridge; Termini. – The bridge constructed pursuant to this section shall be a replacement bridge, with north and south termini located in general proximity to the termini of the existing Yadkin River Veterans Memorial Bridge. (2007-299, s. 1; 2012-42, s. 3.)

§ 136-89.184. Acquisition of real property.

(a) General. – The Authority may acquire public or private real property by purchase, negotiation, gift, or devise, or condemnation that it determines to be necessary and convenient for the construction, expansion, enlargement, extension, improvement, or operation of a Turnpike Project. When the Authority acquires real property owned by the State, the Secretary of the Department of Administration shall execute and deliver to the Authority a deed transferring fee simple title to the property to the Authority.

(b) Condemnation. – To exercise the power of eminent domain, the Authority shall commence a proceeding in its name and shall follow the procedure set forth in Article 9 of Chapter 136 of the General Statutes. (2002-133, s. 1.)

§ 136-89.185. Taxation of property of Authority.

Property owned by the Authority is exempt from taxation in accordance with Section 2 of Article V of the North Carolina Constitution. (2002-133, s. 1.)

§ 136-89.186. Audit.

The operations of the Authority shall be subject to the oversight of the State Auditor pursuant to Article 5A of Chapter 147 of the General Statutes. (2002-133, s. 1.)

§ 136-89.187. Conversion of free highways prohibited.

The Authority Board is prohibited from converting any segment of the nontolled State Highway System to a toll facility, except for a segment of N.C. 540 under construction as of July 1, 2006, located in Wake County and extending from the N.C. 54 exit on N.C. 540 to the N.C. 55 exit on N.C. 540. No segment may be converted to a toll route pursuant to this section unless first approved by the Metropolitan Planning Organization (MPO) or Rural Planning Organization (RPO) of the area in which that segment is located. (2002-133, s. 1; 2006-228, s. 3; 2008-225, s. 5.)

§ 136-89.188. Use of revenues.

(a) Revenues derived from Turnpike Projects authorized under this Article shall be used only for Authority administration costs; Turnpike Project development, right-of-way acquisition, construction, operation, and maintenance; and debt service on the Authority's revenue bonds or related purposes such as the establishment of debt service reserve funds.

(b) The Authority may use up to one hundred percent (100%) of the revenue derived from a Turnpike Project for debt service on the Authority's revenue bonds or for a combination of debt service and operation and maintenance expenses of the Turnpike Projects.

(c) The Authority shall use not more than five percent (5%) of total revenue derived from all Turnpike Projects for Authority administration costs.

(d) Notwithstanding the provisions of subsections (a) and (b) of this section, toll revenues generated from a converted segment of the State highway system previously planned for operation as a nontoll facility shall only be used for the funding or financing of the right-of-way acquisition, construction, expansion, operations, maintenance, and Authority administration costs associated with the converted segment or a contiguous toll facility. (2002-133, s. 1; 2006-228, s. 4.)

§ 136-89.189. Turnpike Authority revenue bonds.

The Authority shall be a municipality for purposes of Article 5 of Chapter 159 of the General Statutes, the State and Local Government Revenue Bond Act, and may issue revenue bonds pursuant to that Act to pay all or a portion of the cost of a Turnpike Project or to refund any previously issued bonds. In connection with the issuance of revenue bonds, the Authority shall have all powers of a municipality under the State and Local Government Revenue Bond Act, and revenue bonds issued by the Authority shall be entitled to the protection of all provisions of the State and Local Government Revenue Bond Act.

Except as provided in this section, the provisions of Chapter 159 of the General Statutes, the Local Government Finance Act, apply to revenue bonds issued by the Turnpike Authority.

(1) The term of a lease between the Turnpike Authority and the Department executed prior to July 27, 2009, for all or any part of a Turnpike Project may exceed 40 years, as agreed by the Authority and the Department.

(2) The maturity date of a refunding bond may extend to the earlier of the following:

a. Forty years from the date of issuance of the refunding bond.

b. The date the Turnpike Authority determines is the maturity date required for the Turnpike Project funded with the refunding bonds to generate sufficient revenues to retire the refunding bonds and any other outstanding indebtedness issued for that Project. The Authority's determination of the appropriate maturity date is conclusive and binding. In making its determination, the Authority may take into account appropriate financing terms and conventions. (2002-133, s. 1; 2009-56, s. 2; 2010-165, s. 10.)

§ 136-89.190. Sale of Turnpike Authority revenue bonds.

Revenue bonds of the Authority issued pursuant to G.S. 136-89.189 and the State and Local Government Revenue Bond Act shall be sold in accordance with and pursuant to Article 7 of Chapter 159 of the General Statutes. (2002-133, s. 1.)

§ 136-89.191. Cost participation by Department of Transportation.

The Department of Transportation may participate in the cost of preconstruction activities, construction, maintenance, or operation of a Turnpike Project. (2002-133, s. 1.)

§ 136-89.192. Equity distribution formula.

Only those funds applied to a Turnpike Project from the State Highway Fund, State Highway Trust Fund, or federal-aid funds that might otherwise be used for other roadway projects within the State, and are otherwise already subject to the distribution formula under G.S. 136-17.2A, shall be included in the distribution formula.

Other revenue from the sale of the Authority's bonds or notes, project loans, or toll collections shall not be included in the distribution formula. (2002-133, s. 1.)

§ 136-89.193. Annual plan of work; annual and quarterly reports.

(a) Annual Plan of Work. – The Authority shall annually develop a plan of work for the fiscal year, describing the activities and projects to be undertaken, accompanied by a budget. This annual plan of work shall be subject to the concurrence of the Board of Transportation.

(b) Annual Reports. – The Authority shall, promptly following the close of each fiscal year, submit an annual report of its activities for the preceding year to the Governor, the General Assembly, and the Department of Transportation. Each report shall be accompanied by an audit of its books and accounts.

(c) Semiannual Reports. – The Authority shall submit semiannual reports to the Joint Legislative Transportation Oversight Committee, and more frequent reports if requested. The reports shall summarize the Authority's activities during the preceding six months, and shall contain any information about the Authority's activities that is requested by the Committee.

(d) Report Prior to Let of Contracts. – The Authority shall consult with and report to the Joint Legislative Transportation Oversight Committee and the Joint Legislative Commission on Governmental Operations prior to the letting of any contract for Turnpike Project construction authorized under G.S. 136-183(a)(2).

(e) Repealed by Session Laws 2011-145, s. 28.35(a), effective July 1, 2011. (2002-133, s. 1; 2011-145, s. 28.35(a).)

§ 136-89.194. Laws applicable to the Authority; exceptions.

(a) Motor Vehicle Laws. – The Turnpike System shall be considered a "highway" as defined in G.S. 20-4.01(13) and a "public vehicular area" as defined in G.S. 20-4.01(32). All law enforcement and emergency personnel, including the State Highway Patrol and the Division of Motor Vehicles, shall have the same powers and duties on the Turnpike System as on any other highway or public vehicular area.

(b) Applicable Contracting. – For the purposes of implementing this Article, the Authority shall solicit competitive proposals for the construction of Turnpike Projects in accordance with the provisions of Article 2 of this Chapter. Contracts for professional engineering services and other kinds of professional or specialized services necessary in connection with construction of Turnpike Projects shall be solicited in accordance with procedures utilized by the Department of Transportation. Cost estimates prepared for the purpose of comparing bids for a Turnpike project are confidential and may not be disclosed until after the opening of bids for the project.

(c) Alternative Contracting Methods. – Notwithstanding the provisions of subsection (b) of this section, the Authority may authorize the use of alternative contracting methods if:

- (1) The authorization applies to an individual project;
- (2) The Authority has concluded, and documented in writing, that the alternative contracting method is necessary because the project cannot be completed utilizing the procedures of Article 2 of this Chapter within the necessary time frame or available funding or for other reasons the Authority deems in the public interest;
- (3) The Authority has provided, to the extent possible, for the solicitation of competitive proposals prior to awarding a contract; and
- (4) The approved alternative contracting method provides for reasonable compliance with the disadvantaged business participation goals of G.S. 136-28.4.

(d) Entry for Surveys. – The Turnpike Authority and its employees and contractors shall have the same right of entry for surveys, borings, soundings, or examinations as granted the Department of Transportation in G.S. 136-120.

(e) Plans and Contract Documents. – The requirements for registering right-of-way plans set in G.S. 136-19.4 apply to right-of-way plans of the Turnpike Authority. In applying G.S. 136-19.4 to the Authority, references to the "Department" are considered references to the "Turnpike Authority" and references to the "Board" are considered references to the "Authority Board."

Diaries and analyses for contracts of the Turnpike Authority are subject to the same restrictions on disclosure that apply to diaries and analyses for contracts of the Department under G.S. 136-28.5.

(f) Construction Claims. – G.S. 136-29 applies to the adjustment and resolution of Turnpike project construction claims. In applying G.S. 136-29 to the Turnpike Authority, references to the "Department of Transportation," the "Chief Engineer," and a "State highway" are considered references to the "Turnpike Authority," the "chief engineer of the Turnpike Authority," and a "Turnpike project."

(g) Contract Exemptions. – The following provisions concerning the purchase of goods and services by a State agency do not apply to the Turnpike Authority:

- (1) Article 3 of Chapter 143 of the General Statutes. The Authority may use the services of the Department of Administration in procuring goods and services that are not specific to establishing

and operating a toll revenue system. However, the Authority shall: (i) submit all proposed contracts for supplies, materials, printing, equipment, and contractual services that exceed one million dollars (\$1,000,000) authorized by this subdivision to the Attorney General or the Attorney General's designee for review as provided in G.S. 114-8.3; and, (ii) include in all proposed contracts to be awarded by the Authority under this subdivision a standard clause which provides that the State Auditor and internal auditors of the Authority may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees and performance. The Authority shall not award a cost plus percentage of cost agreement or contract for any purpose.

(2) Article 3D of Chapter 147 of the General Statutes. The Authority may use the services of the Office of Information Technology Services in procuring goods and services that are not specific to establishing and operating a toll revenue system. All contract information for contracts for information technology are subject to disclosure in accordance with G.S. 147-33.95.

(h) APA. – Chapter 150B of the General Statutes does not apply to the Turnpike Authority, except as provided in this section and G.S. 136-89.218. (2002-133, s. 1; 2006-228, s. 6; 2008-225, s. 6; 2010-194, s. 20.1; 2011-326, s. 15(u); 2012-85, s. 8.)

§ 136-89.195. Internet report of funds expended.

The Department shall publish and update annually on its Internet web site a record of all expenditures of the Authority for highway construction, maintenance, and administration. The record shall include a total expenditure amount by county. For each Turnpike Project, the record shall include a readily identifiable project name or location, the nature of the project, the amount of the project, the contractor for the project, the date of project letting, and the actual or expected project completion date. (2002-133, s. 1.)

§ 136-89.196. Removal of tolls.

The Authority shall, upon fulfillment of and subject to any restrictions included in the agreements entered into by the Authority in connection with the issuance of the Authority's revenue bonds, remove tolls from a Turnpike Project. (2002-133, s. 1.)

§ 136-89.197. Maintenance of nontoll routes.

The Department shall maintain an existing, alternate, comparable nontoll route corresponding to each Turnpike Project constructed pursuant to this Article. (2002-133, s. 1.)

§ 136-89.198. Authority to toll existing interstate highways.

(a) General. – Notwithstanding any other provision of this Article, the Authority may collect tolls on any existing interstate highway for which the United States Department of Transportation has granted permission by permit, or any other lawful means, to do so. The revenue generated from the collected tolls shall be used by the Authority to repair and maintain the interstate on which the tolls were collected. These revenues shall not be used to repair, maintain, or upgrade any State primary or secondary road adjacent to or connected with the interstate highways.

(b) Method. – The Authority shall establish toll locations on the permitted interstate highway in accordance with federal guidelines. Toll locations shall be erected at or near the borders of the State and at such other locations that are not impracticable, unfeasible, or that would result in an unsafe or hazardous condition.

(c) Severability. – If any provision of this section or its application is held invalid, the invalidity does not affect other provisions or applications of this section that can be given effect without the invalid provisions or application, and to this end the provisions of this section are severable. (2005-276, s. 28.21(b).)

§ 136-89.199: Reserved for future codification purposes.

§ 136-89.200: Reserved for future codification purposes.

§ 136-89.201: Reserved for future codification purposes.

§ 136-89.202: Reserved for future codification purposes.

§ 136-89.203: Reserved for future codification purposes.

§ 136-89.204: Reserved for future codification purposes.

§ 136-89.205: Reserved for future codification purposes.

§ 136-89.206: Reserved for future codification purposes.

§ 136-89.207: Reserved for future codification purposes.

§ 136-89.208: Reserved for future codification purposes.

§ 136-89.209: Reserved for future codification purposes.

Part 2. Collection of Tolls on Turnpike Projects.

§ 136-89.210. Definitions.

The definitions in G.S. 136-89.181 and the following definitions apply in this Article:

(1) Reserved.

(2) Open road toll. – A toll payable under an open road tolling system.

(3) Open road tolling system. – A system of collecting a toll for the use of a highway that does not provide a way to pay the toll in cash while traveling on the highway. (2008-225, s. 2.)

§ 136-89.211. Tolls for use of Turnpike project.

In exercising its authority under G.S. 136-89.183 to set tolls for the use of a Turnpike project, the Authority may not do any of the following:

(1) Set open road tolls that vary for the same class of motor vehicle depending on the method by which the Authority identifies a motor vehicle that drives on the Turnpike project. This does not preclude the Authority from allowing a discount for a motor vehicle equipped with an electronic toll collection transponder or a motor vehicle that has prepaid its toll.

(2) Exempt a motor vehicle that is not a law enforcement vehicle, an emergency fire or rescue vehicle, or an emergency medical services vehicle from the requirement of paying a toll for the use of a Turnpike project. (2008-225, s. 2; 2010-133, s. 2.)

§ 136-89.212. Payment of toll required for use of Turnpike project.

A motor vehicle that is driven on a Turnpike project is subject to a toll imposed by the Authority for the use of the project. If the toll is an open road toll, the person who is the registered owner of the motor vehicle is liable for payment of the toll unless the registered owner establishes that the motor vehicle was in the care, custody, and control of another person when it was driven on the Turnpike project.

A person establishes that a motor vehicle was in the care, custody, and control of another person when it was driven on a Turnpike project by submitting to the Authority a sworn affidavit stating one of the following:

- (1) The name and address of the person who had the care, custody, and control of the motor vehicle when it was driven. If the motor vehicle was leased or rented under a long-term lease or rental, as defined in G.S. 105-187.1, the affidavit must be supported by a copy of the lease or rental agreement or other written evidence of the agreement.
- (2) The motor vehicle was stolen. The affidavit must be supported by an insurance or police report concerning the theft or other written evidence of the theft.
- (3) The person transferred the motor vehicle to another person by sale or otherwise before it was driven on the Turnpike project. The affidavit must be supported by insurance information, a copy of the certificate of title, or other evidence of the transfer. (2008-225, s. 2.)

§ 136-89.213. Administration of tolls and requirements for open road tolls.

(a) Administration. – The Authority is responsible for collecting tolls on Turnpike projects. In exercising its authority under G.S. 136-89.183 to perform or procure services required by the Authority, the Authority may contract with one or more providers to perform part or all of the collection functions and may enter into agreements to exchange information, including confidential information under subsection (a1) of this section, that identifies motor vehicles and their owners with one or more of the following entities: the Division of Motor Vehicles of the Department of Transportation, another state, another toll operator, or a toll collection-related organization.

(a1) Identifying information obtained by the Authority through an agreement is not a public record and is subject to the disclosure limitations in 18 U.S.C. § 2721, the federal Driver's Privacy Protection Act. The Authority shall maintain the confidentiality of all information required to be kept confidential under 18 U.S.C. § 2721(a), as well as any financial information, transaction history, and information related to the collection of a toll or user fee from a person, including, but not limited to, photographs or other recorded images or automatic vehicle identification or driver account information generated by radio-frequency identification or other electronic means. Notwithstanding the provisions of this section:

(1) The account holder may examine his own account information, and the Authority may use the account information only for purposes of collecting and enforcing tolls.

(2) A party, by authority of a proper court order, may inspect and examine confidential account information.

(b) Open Road Toll. – If a Turnpike project uses an open road tolling system, the Authority must operate a facility that is in the immediate vicinity of the Turnpike project and that accepts cash payment of the toll and must place signs on the Turnpike project that give drivers the following information:

(1) Notice that the driver is approaching a highway for which a toll is required. Signs providing this information must be placed before the toll is incurred.

(2) The methods by which the toll may be paid.

(3) Directions to the nearby facility that accepts cash payment of the toll. (2008-225, s. 2; 2012-78, s. 12.)

§ 136-89.214. Bill for unpaid open road toll.

(a) Bill. – If a motor vehicle travels on a Turnpike project that uses an open road tolling system and a toll for traveling on the project is not paid prior to travel or at the time of travel, the Authority must send a bill by first-class mail to the registered owner of the motor vehicle for the amount of the unpaid toll. The Authority must send the bill within 90 days after the travel occurs. If a bill is not sent

within the required time, the Authority waives collection of the toll. The Authority must establish a billing period for unpaid open road tolls that is no shorter than 15 days. A bill for a billing period must include all unpaid tolls incurred by the same person during the billing period.

(b) Information on Bill. – A bill sent under this section must include all of the following information:

(1) The name and address of the registered owner of the motor vehicle that traveled on the Turnpike project.

(2) The date the travel occurred, the approximate time the travel occurred, and each segment of the Turnpike project on which the travel occurred.

(3) An image of the registration plate of the motor vehicle, if the Authority captured an electronic image of the motor vehicle when it traveled on the Turnpike project.

(4) The amount of the toll due and an explanation of how payment may be made.

(5) The date by which the toll must be paid to avoid the imposition of a processing fee under G.S. 136-89.215 and the amount of the processing fee.

(6) A statement that a vehicle owner who has unpaid tolls is subject to a civil penalty and may not renew the vehicle's registration until the tolls and civil penalties are paid.

(7) A clear and concise explanation of how to contest liability for the toll. (2008-225, s. 2; 2010-133, s. 3.)

§ 136-89.215. Required action upon receiving bill for open road toll and processing fee for unpaid toll.

(a) Action Required. – A person who receives a bill from the Authority for an unpaid open road toll must take one of the following actions within 30 days of the date of the bill:

(1) Pay the bill.

(2) Send a written request to the Authority for a review of the toll.

(b) Fee. – If a person does not take one of the actions required under subsection (a) of this section within the required time, the Authority may add a processing fee to the amount the person owes. The processing fee may not exceed six dollars (\$6.00). A person may not be charged more than forty-eight dollars (\$48.00) in processing fees in a 12-month period.

The Authority must set the processing fee at an amount that does not exceed the costs of identifying the owner of a motor vehicle that is subject to an unpaid toll and billing the owner for the unpaid toll. The fee is a receipt of the Authority and must be applied to these costs. (2008-225, s. 2; 2010-133, s. 4.)

§ 136-89.216. Civil penalty for failure to pay open road toll.

(a) Penalty. – A person who receives two or more bills for unpaid open road tolls and who has not paid the amount due on those bills within 30 days is subject to a civil penalty of twenty-five dollars (\$25.00). Only one penalty may be assessed in a six-month period.

(b) Payment. – The Authority must send a notice by first-class mail to a person who is assessed a civil penalty under this section. A person who is assessed a civil penalty must pay the unpaid toll for which the civil penalty was imposed, the amount of any processing fee due, and the civil penalty within 30 days of the date of the notice.

(c) Penalty Proceeds. – A civil penalty imposed under this section is payable to the Authority. The clear proceeds of a civil penalty imposed under this section must be credited to the Civil Penalty and Forfeiture Fund established in G.S. 115C-457.1. The guidelines used by the Office of State Budget and Management to determine an agency's actual costs of collecting a civil penalty and the clear

proceeds of the civil penalty apply to the determination of the clear proceeds of a civil penalty imposed under this section. (2008-225, s. 2; 2010-133, s. 5.)

§ 136-89.217. Vehicle registration renewal blocked for unpaid open road toll.

(a) Registration Block. – Failure of a person to pay an open road toll billed to the person under G.S. 136-89.214, any processing fee added under G.S. 136-89.215, and any civil penalty imposed under G.S. 136-89.216, as well as any toll, processing fee, or civil penalty owed to another tolling jurisdiction with which the Authority has a valid reciprocal toll enforcement agreement under G.S. 136-89.220, is grounds under G.S. 20-54 to withhold the registration renewal of a motor vehicle registered in that person's name. The Authority must notify the Commissioner of Motor Vehicles of a person who owes a toll, a processing fee, or a civil penalty. When notified, the Commissioner of Motor Vehicles must withhold the registration renewal of any motor vehicle registered in that person's name.

(b) Repealed by S.L. 2010-133, s. 6, effective December 1, 2010. (2008-225, s. 2; 2010-133, s. 6; 2012-85, s. 10.)

§ 136-89.218. Procedures for contesting liability for unpaid open road toll.

(a) Informal Review. – A person who receives a bill for an unpaid open road toll and who disputes liability for the toll may contest the toll by sending to the Authority a request for review of the toll. The person may include a sworn affidavit described in G.S. 136-89.212 that establishes that someone else had the care, custody, and control of the motor vehicle subject to the toll when the toll was incurred. The person must send the request for review to the Authority within 30 days of the date of the bill sent by the Authority. A person who does not send a request for review to the Authority within this time limit waives the right to a review. If a person sends a timely request for review to the Authority, the Authority may not collect the disputed toll and any processing fee added to the bill for the toll until the conclusion of the review process in this section.

(b) Administrative Hearing. – If the Authority conducts an informal review under subsection (a) of this section and determines that the person who requested the review is liable for the toll, the Authority must send the person a notice informing the person of the Authority's determination. The person may contest this determination by filing a petition for a contested case hearing at the Office of Administrative Hearings in accordance with Article 3 of Chapter 150B of the General Statutes.

(c) Judicial Review. – Article 4 of Chapter 150B of the General Statutes governs judicial review of a final decision made in a contested case authorized under subsection (b) of this section. (2008-225, s. 2; 2010-133, s. 7.)

§ 136-89.219: Reserved for future codification purposes.

§ 136-89.220. Reciprocal toll enforcement agreements.

The Authority may enter into reciprocal agreement with other tolling jurisdictions to enforce toll violations. Such an agreement shall provide that, when another toll agency certifies that the registered owner of a vehicle registered in this State has failed to pay a toll, processing fee, or civil penalty due to that toll agency, the unpaid toll, processing fee, or civil penalty may be enforced by the Authority placing a renewal block as if it were an unpaid toll, processing fee, or civil penalty owed to this State under G.S. 136-89.217. Such agreement shall only be enforceable, however, if all of the following are true:

(1) The other toll agency has its own effective reciprocal procedure for toll violation enforcement and does, in fact, reciprocate in enforcing toll violations within this State by withholding the registration renewal of registered owners of motor vehicles from the state of the other toll agency.

(2) The other toll agency provides due process and appeal protections to avoid the likelihood that a false, mistaken, or unjustified claim will be pursued against the owner of a vehicle registered in this State.

(3) The owner of a vehicle registered in this State may present evidence to the other toll agency by mail or other means to invoke rights of due process without having to appear personally in the jurisdiction where the violation allegedly occurred.

(4) The reciprocal violation enforcement arrangement between the Authority and the other toll agency provides that each party shall charge the other for costs associated with registration holds in their respective jurisdictions. (2012-85, s. 11.)

APPENDIX C-TRANSPONDER TESTING POLICY



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
TURNPIKE AUTHORITY

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

Memorandum

To: Jeff Goldberg, URS
From: Dane Berghund, NCTA
CC: Barry Mickle, NCTA
Kelli Milton, URS
Subject: Transponder Testing
Date: February 3, 2012

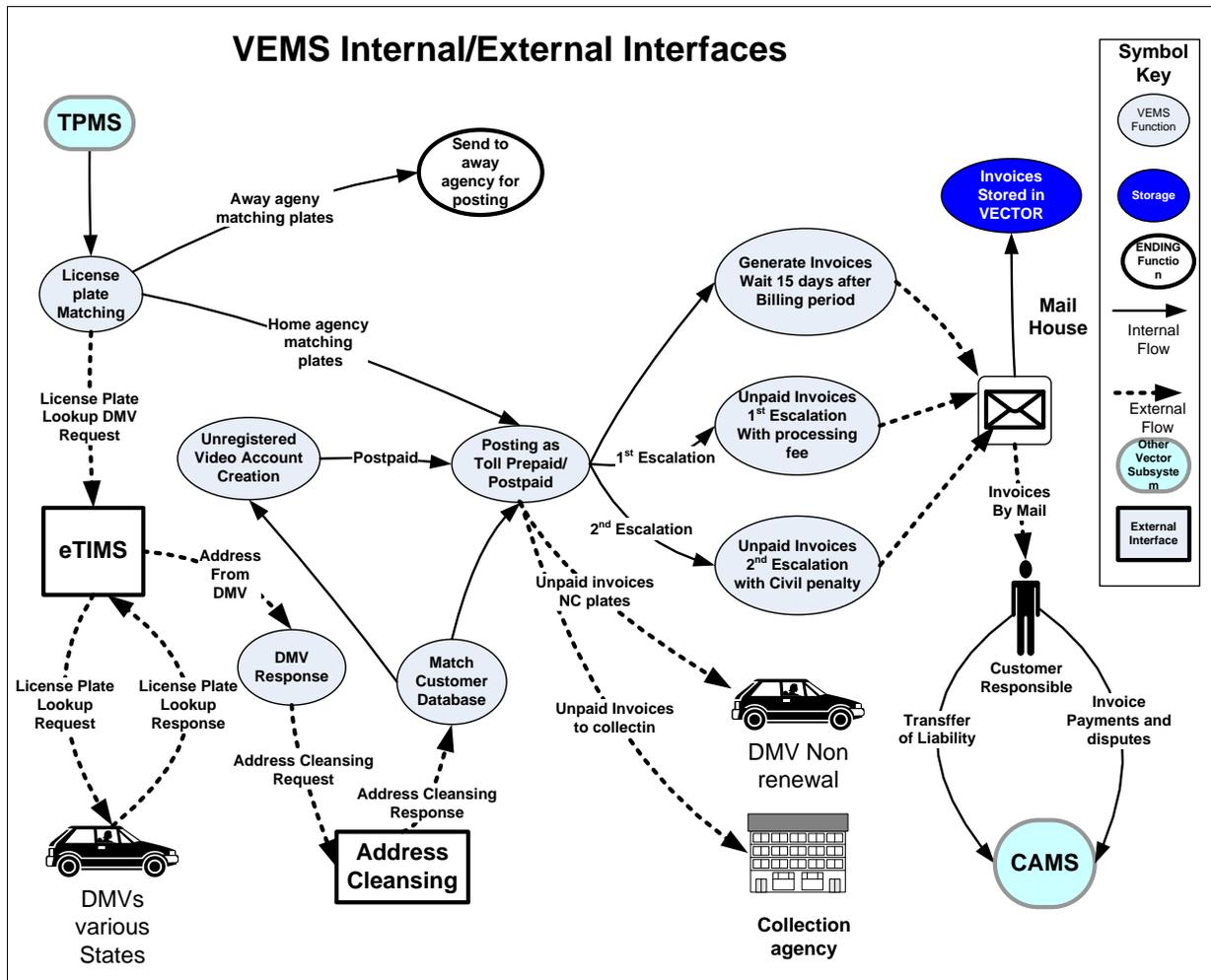
As URS indicated on February 2nd, to date no transponder of any type has failed testing. Therefore, URS is hereby notified that 100% transponder testing can be scaled down beginning immediately to 10%.

URS is required to monitor transponder returns due to failure or malfunction and notify NCTA if there is an excess of transponder returns or customer calls regarding transponder functionality so that NCTA can reevaluate the testing percentage.

NORTH CAROLINA TURNPIKE AUTHORITY
1 SOUTH WILMINGTON STREET, RALEIGH, NC 27601
PHONE 919-707-2700 FAX 919-715-5511
<http://www.ncdot.gov/turnpike>

APPENDIX D-VPC PROCESS FLOW DIAGRAM

The following VPC Process Flow Diagram represents the video processing operations and activities.



APPENDIX E- FIRST PROCESSING FEE WAIVER POLICY



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
TURNPIKE AUTHORITY

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

Memorandum

To: Jeff Goldberg, URS
From: Dane Berglund, NCTA
CC: Barry Mickle, NCTA
Kelli Milton, URS
Subject: First Processing Fee Waiver Policy
Date: March 2, 2012

Effective March 2, 2012, NCTA is implementing a new policy regarding the waiver of the first processing fee (\$6.00) applied to a customer's invoice if disputed by the customer in a timely manner. This is a **onetime** waiver per account.

Requirements/Process for Waiver

1. The first processing fee may be waived upon request from a customer via phone, mail or email after a complete review of the account has been made verifying that this is the customer's first processing fee.
2. Only the first processing fee can be waived. Subsequent processing fees are not to be waived without NCTA approval.
3. The request must be placed prior to the payment due date for the first processing fee.
4. The customer must be informed that they are still responsible for payment of all tolls on the account and any ensuing processing fees.
5. Detailed documentation of this transaction must be noted within the account in Vector.
6. The processing fee shall be removed from the account using the appropriate GL code designated for this waiver.

APPENDIX F- VEHICLE REGISTRATION HOLD/RELEASE

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

VEHICLE REGISTRATION HOLD & RELEASE PROCESS

Under G.S. 136-89.216 North Carolina Turnpike Authority (NCTA) has the authority to place vehicle registration renewals on HOLD as a result of unpaid tolls. Only North Carolina vehicle registrations can be held for renewal with the North Carolina Department of Motor Vehicles (NC DMV). The process for holding and releasing vehicle registration through VECTOR is defined below.

Requirements for placing a vehicle registration on hold

1. A vehicle owner (OWNER) is eligible for vehicle registration hold if the OWNER has invoices that meet the following criteria:
 - a. Has unpaid tolls/fees/penalties that are aged at least ninety (90) days;
 - b. Unpaid toll amounts (excluding fees and penalties) must have a balance of at least \$75 or greater and be ninety (90) days outstanding.
2. The potential for a registration renewal hold is noted on any subsequent invoices sent to the OWNER with unpaid tolls/fees/penalties greater than ninety (90) days.
3. OWNERS may have multiple vehicles registered to them, legislation permits NCTA to place all vehicles registered to the OWNER meeting requirements 1 and 2 above to be placed on hold.
4. Vehicle registration will be held from renewal until ALL unpaid tolls/fees/penalties greater than 30 days outstanding are paid in full.
5. An NCTA developed Vehicle Registration Release instruction sheet will be provided to all DMV offices to be distributed to OWNER's of vehicles with registration hold due to unpaid tolls.

VECTOR DMV Hold/Release Application

1. VECTOR provides a real time Web Service interface between the VECTOR application and the NC DMV systems for Holds and Releases to the NC DMV in order to set "TollStops" within the DMV Stars system.
2. VECTOR has a tab labeled DMV/Coll where the authorized user can run a query to find invoices that are eligible for DMV hold on a daily basis.
3. A report will be used to show the account list, for all customers who are in a DMV hold status.
4. Any DMV Hold or Release "failures" will show up under customer account history. A history will also be kept for any DMV query that is made, as well as anytime a request to hold or release is made by the CSC.
5. The VECTOR Dashboard will include an indicator that will show if an account has a vehicle in the DMV hold state.
6. The NC DMV Hold / Release screen will allow an authorized user to flag an unpaid civil penalty invoice with at least one NC vehicle for processing as a hold or release.
7. After triggering/selecting the invoice to "Sent to DMV" status, the authorized user can flag one-to-many vehicles with the DMV Hold status from the vehicle maintenance screen.
8. Upon clicking the DMV Hold flag, the VECTOR background process will perform a name and address lookup for the vehicle.
 - a. If the name and address exactly matches the account information, then DMV Hold request message will be sent to the DMV. Upon a successful DMV Hold, the NC DMV will acknowledge the request with success status reply.
 - b. If the name and address does not match, the authorized user will receive name and address mismatch message and DMV Hold flag will not be set.
9. This message is to include the current returned DMV name and address information as well as the mismatch information provided so operationally the mismatch can be managed effectively.
10. If a failure is received from the DMV (failure status could occur with DB not available, or DMV cannot apply the hold) the failed status will be used by VECTOR to release the checked Hold flag on the customer's account screen.
11. The same process will be used when an authorized user is requesting a DMV release to a previously set DMV hold customer.
12. VECTOR includes an override flag or capability so that if there is a mismatch it can still be managed.
13. Web Service Call: The DMV Release flag will result in a Web service call from VECTOR to NC DMV. The NC DMV will check for any "toll violation flag" against the vehicle. A successful removal of NC DMV Hold due to toll violation will result in "success" status.
14. Note: Any NC DMV Holds not related to tolling violation will not change due to VECTOR's request for NC DMV Release.

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200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

VEHICLE REGISTRATION HOLD & RELEASE PROCESS

IVR Hold/Release Prompt for Payment through Authorized CSC Personnel

1. The NC Quick Pass Customer Service Interactive Voice Response (IVR) will include a DMV Registration Release prompt. This prompt will transfer the OWNER only to authorized DMV hold/release manager and lead supervisors.

Process for placing a vehicle registration on hold in VECTOR.

1. Only authorized users will be capable of performing vehicle registration holds and releases. These positions will be designated by the Operations Program Manager and approved by NCTA.
2. Authorized user navigates to DMV/Coll tab to select the appropriate invoice and vehicle for the operation.
3. The authorized user performs an inquiry to the DMV for current status.
4. The authorized user confirms returned data and makes an operational decision to proceed.
5. The authorized user triggers a request to update the current DMV status, and sends the request to the DMV via a process button.
6. When the process button is pressed, the following occurs:
 - a. VECTOR places the vehicle on hold in the DMV Stars system
 - b. Self Service payment features (web and IVR) will be restricted (like collections) at the account level.
 - c. History - stamps the Date the vehicle was placed on hold
 - d. History - Stamps the user that placed the request for the hold
 - e. Sets the DMV indicator on the dashboard
 - f. Triggers a form letter to notify the customer of the hold status. This letter will be generated and mailed from the mail house.

Requirements for releasing a vehicle registration on hold.

1. Operationally, it is the responsibility of the authorized user to collect the funds for the eligible invoices, or dismiss. VECTOR will not restrict the user for releasing a hold based on payment status.
2. An OWNER contacting the CSC to pay an account with DMV hold will be transferred to an authorized user with the proper privileges to process this transaction.
3. Customer Service Representatives (CSRs) may accept partial payments for invoices that resulted in registration renewal holds; however, the registration renewal hold cannot be released until full payment is received.
4. The vehicle registration renewal hold shall remain in effect until all unpaid tolls, fees, and civil penalties greater than 30 days outstanding are paid in full to the NCTA.
5. Payments cannot be made through the web or IVR once a vehicle is placed on DMV Registration hold. Full payment to release a vehicle registration HOLD can be made through the following venues:
 - a. Credit card payments are accepted via phone, but only through an authorized manager or lead supervisor so that if the payment is in full, the release can be executed immediately.
 - b. Cash/check/credit card payments are accepted at the CSC store front and checks through the mail. If the payment is in full, the CSR must notify the authorized manager or lead supervisor immediately so the release can be initiated promptly.
6. Authorized users must verify in VECTOR that payment has been made in full prior to the release. Once verified that the payment is in full, the release can be processed.

Process for releasing a vehicle registration hold in VECTOR .

1. Authorized user navigates to DMV/Coll tab to select the appropriate invoice and vehicle for the operation.
2. The authorized user performs an inquiry to the DMV for current status.
1. The authorized user confirms returned data and makes an operational decision to proceed.
2. The authorized user triggers a request to update the current DMV status, and sends the request to the DMV via a process button
3. When the process button is pressed, to release a customer from hold the following occurs:

NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



Phone: 1-877-7MY-PASS
 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

www.ncquickpass.com

VEHICLE REGISTRATION HOLD & RELEASE PROCESS

- a. VECTOR releases the vehicle from hold in the DMV Stars system
- b. Self-service features are unrestricted
- c. History - Stamps the date the vehicle was released from hold
- d. History - Stamps the user that released the hold
- e. Clears the DMV indicator on the dashboard (if no vehicles on the account are on hold, else the flag will remain)
- f. Invoices that were placed in the DMV status/level remain; they are not taken back to the previous level.
- g. Triggers a form letter to notify the customer of the release status. The letter will be generated and mailed from the mail house.

Reports

- 1. VECTOR Invoice Details report provides OWNER names and amounts due. The amounts will be separated into 1. Tolls Due, 2. Fees Due.
- 2. VECTOR will generate a report to identify accounts that have been flagged for DMV Holds and DMV Releases during a given time period.

VEHICLE REGISTRATION HOLD PROCESS APPROVAL	
Print Name & Title of Person Signing:	
Barry Mickle , North Carolina Turnpike Authority Director of Operations	
Signature: 	Date: 11/20/2012

Print Name & Title of Person Signing:	
Jim Trogdon , North Carolina Department of Transportation Chief Operating Officer	
Signature:	Date:

APPENDIX G- INFORMAL REVIEW REQUEST

NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



Phone: 1-877-7MY-PASS
 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

www.ncquickpass.com

REQUEST FOR INFORMAL REVIEW – TOLL DISPUTE

Under North Carolina law, the registered owner of the motor vehicle is responsible for payment of tolls incurred unless the registered owner establishes that the motor vehicle was in the care, custody, and control of another person when it was driven on the toll facility. A patron of any North Carolina toll facility is entitled to dispute any toll transaction(s) incurred in North Carolina through the completion and submittal of this form to the NC Quick Pass Customer Service Center (CSC).

To avoid liability, additional fees and penalties, disputes must be submitted within 30 days of the date on the NC Quick Pass statement (STATEMENT) or Bill by Mail invoice (INVOICE). After 30 days the customer waives their right to dispute any and all tolls listed on the STATEMENT or INVOICE. Tolls will be imposed where the registered owner fails to provide accurate and complete information.

The following must be submitted to the CSC as part of your toll dispute:

1. Completed Request for Informal Review form using the information as it appears on your STATEMENT or INVOICE.
2. A copy of the STATEMENT or INVOICE with the toll transactions you are disputing clearly marked.
3. Sworn Affidavit of Non-Liability if contesting liability based on vehicle being in custody, care or control of another person. You must include substantial evidence of the claims you are making, such as a contract of sale, police report of theft, a written rental or lease agreement, a copy of the certificate of title or other evidence of the transfer.

You may add more pages if you wish to provide a further written explanation of the circumstances.

FRONT Part I: All customers disputing a toll must complete Part I (A through E) below.

BACK Part II: If you were not the driver of the vehicle, for the reasons listed in Part II, A, you must also complete Part II (A through C) which requires a Notary.

PART I REQUEST FOR INFORMAL REVIEW	
A. CUSTOMER INFORMATION (AS IT APPEARS ON STATEMENT/INVOICE)	
Last Name:	First Name:
Street Address:	City, State, Zip:
B. STATEMENT/INVOICE INFORMATION	
Date of Statement/Invoice:	Account/Invoice Number:
C. DISPUTED TOLL TRANSACTIONS	
Total number of disputed toll transaction(s) = _____	Total disputed toll amount = \$_____
D. REASON FOR TOLL DISPUTE (Check Only One)	
<input type="checkbox"/> OVER CHARGED (Based on number of axles) <input type="checkbox"/> DUPLICATE CHARGE <input type="checkbox"/> LICENSE PLATE IMAGE (Image does not match vehicle registration)	<input type="checkbox"/> VEHICLE IN THE CUSTODY OF ANOTHER PERSON (Complete Part II - Affidavit of Non-Liability) <input type="checkbox"/> OTHER _____
E. CUSTOMER SIGNATURE	
I declare that the foregoing information is true and accurate to the best of my knowledge.	
Print Name:	Signature:
	Date:
Comments:	

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

REQUEST FOR INFORMAL REVIEW – TOLL DISPUTE

PART II AFFIDAVIT OF NON-LIABILITY Must complete sections A-C		
A. REASON FOR SWORN AFFIDAVIT OF NON-LIABILITY (Check Only One)		
<input type="checkbox"/> SOLD (Attach copy of proof of sale.) <input type="checkbox"/> LEASED/RENTED (Attach copy of lessee or rental agreement.) New Owner/Lessee or Renter Information Name: _____ Address: _____ City: _____ State: _____ Zip Code: _____	<input type="checkbox"/> STOLEN (Attach copy of police report or copy of insurance claim.) Date of Theft: _____	
B. CUSTOMER SIGNATURE		
I, depose and state that in accordance with G.S. 136-89.218, I contest the above referenced toll(s) and request an Informal Review by NC Quick Pass based on the fact that someone else had the care, custody, and control of the motor vehicle when the toll was incurred. I solemnly affirm under the penalties of perjury and upon personal knowledge that the foregoing is true and correct.		
Print Name:	Signature:	Date:
C. NOTARY INFORMATION/SIGNATURE		
County:	State of:	Date:
Signed and sworn to (or affirmed) before me this day by (name of Registered Owner):	My Commission Expires:	OFFICIAL SEAL
Printed Name of Notary:	Signature of Notary:	

The result of the investigation will be mailed to you by first-class mail. If, upon completion of the Informal Review, it is found that you remain liable, your toll transactions will remain on your account or you will be required to pay the Bill by Mail invoice. Failure to pay the amounts due on the INVOICE will result in the imposition of additional fees and penalties and your motor vehicle registration may be blocked or you may be sent to a collection agency.

If through the Informal Review process, NC Quick Pass determines you are liable for the toll and you disagree with this determination, you may file a petition for contested case hearing in the Office of Administrative Hearings within 30 days of the date of the notice.

If you have questions, please contact the NC Quick Pass Customer Service Center.

20110902

APPENDIX H- NCTA/EZG INTEROPERABILITY AGREEMENT
AMENDMENT NO. 8-APPENDIX E

APPENDIX E
To
E-ZPass Operations Interagency Agreement
E-ZPass National Affiliate Member Agreement

This National Affiliate Member Agreement dated as of the ___ day of _____, 2012, by and between the Full Members, as defined below, and the agency or authority (“National Affiliate Member”) identified on the execution page to this Agreement.

The Full Member Agencies have approved the creation of a new membership classification, to be known as the E-ZPass National Affiliate Members. The National Affiliate Member shall have the rights and obligations set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Department of Transportation (as successor in interest to the Massachusetts Turnpike Authority), Delaware River and Bay Authority, Delaware River Joint Toll Bridge Commission, Illinois State Highway Toll Authority, Maine Turnpike Authority, New Hampshire Department of Transportation, Ohio Turnpike Commission, Rhode Island Turnpike and Bridge Authority, Virginia Department of Transportation and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.
2. National Affiliate Member. The National Affiliate Member shall be a public toll agency or authority approved for National Affiliate membership by unanimous action of the IAG Executive Management Committee. The National Affiliate Member must become interoperable with the IAG solely by using E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members. The National Affiliate Member may include public toll facilities located within their state as designated facilities covered by this agreement, with no additional annual fees except for transaction fees and credit card fees as outlined in section 6 below, provided that any such toll facility uses the same customer service center as the National Affiliate Member. The National Affiliate Member shall be responsible for all fees and obligations of any toll facilities covered under this agreement, regardless of the owner or operator thereof. If the owner or operator of a toll facility is different from the National

Affiliate Member, the inclusion of such a toll facility as a designated facility covered by this agreement is subject to the approval of the IAG Executive Management Committee. In its discretion, the IAG Executive Management Committee may require the owner or operator of a toll facility, if different from the National Affiliate Member, to execute additional agreements, assurances, or indemnities.

3. IAG Agreements. The IAG Agreements shall include: the Operating Agreement; the Reciprocity Agreement dated as of July 30, 1998 (“Reciprocity Agreement”); the License Agreement; the Mark IV Irrevocable Offer and any successor contract approved by the IAG Executive Management Committee for procurement of equipment and services for IAG purposes; all confidentiality agreements in connection with IAG activities; the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines; and any other agreement or amendment approved by the IAG Executive Management Committee in accordance with the Operating Agreement. The National Affiliate Member is not a party to the IAG Agreements but pursuant to this National Affiliate Member Agreement shall be subject to and bound by all of the terms and conditions of the IAG Agreements except as expressly set forth in this agreement. The terms and conditions of the Reciprocity Agreement are incorporated by reference, including without limitation the section thereof entitled “Confidentiality.” The National Affiliate Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its participation in the program.
4. Executive Management Committee-No Vote. Only Full Members are voting members of the Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The National Affiliate Members may be admitted to attend and observe committee meetings at the discretion of the chair thereof where committee business does not include matters relating to procurement, litigation or other confidential matters, but shall not have the right to vote or otherwise participate in meetings of the Executive Management Committee or any other IAG committee.
5. CSC Operations. National Affiliate Members are not required to use an existing IAG customer service center. National Affiliate Members within a single state must use a single CSC unless otherwise approved by the Executive Management Committee and in such event all fees shall be subject to review and revised accordingly.

6. Fees.

- a. Initiation Fee and Annual Dues. The National Affiliate Member shall not be required to pay the IAG initiation fee. The National Affiliate Member shall pay an annual fee determined from time to time by the IAG Executive Management Committee in its discretion. The annual fee is intended in part to reflect costs incurred by the IAG for recurring expenses associated with data lines, connections, testing, and other overhead expenses of IAG staff.
- b. National Affiliate Interagency (NI) Transaction Fees: The following policy has been adopted by the IAG for toll reciprocity between National Affiliate Members and other IAG members: A customer's Home Agency shall be reimbursed by the Away Agency a fee of \$0.06 per transaction regardless of either agency's membership class. *EXAMPLE: A customer with a Pennsylvania Turnpike Commission (PTC) E-ZPass account (the HOME AGENCY) travels on the Florida Turnpike (the AWAY AGENCY). This transaction would result in PTC being owed a transaction fee of \$0.06 from Florida's Turnpike Enterprise.* This fee will be reviewed and may be adjusted annually by the Executive Management Committee. Reimbursement shall be made no less than monthly or as may otherwise be agreed in writing between two or more affected IAG Members or National Affiliate Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for the fees associated with processing toll transactions, and shall include a statement which sets forth reasonable details of the calculation.
- c. Credit Card Fees: The following policy has been adopted by the IAG: A Home Agency transferring toll revenues to an Away Agency shall be reimbursed by that Away Agency for the proportionate share of credit card fees incurred in the replenishment of customer accounts. Reimbursement for credit card fees shall be in accordance with the IAG Policy Statement "Reimbursement of Credit Card Fees" then in effect, or as may otherwise be agreed in writing between two or more affected IAG Members or National Affiliate Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for credit card fees associated with account reimbursements, and shall include a statement which sets forth reasonable details of the calculation. All credit card reimbursement fees shall be computed using the then current credit card formula approved by the IAG EMC.

7. ETC System Equipment.

- a. The National Affiliate Member must use E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members.
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- b. No ETC System Equipment Contract. The National Affiliate Member shall not be a participating agency for purposes of the Irrevocable Offer provided by the IAG vendor, or any future technology contract/agreement.
- c. ETC System Equipment Approval. On-Board Units/Transponders (“OBU”) and Roadside Equipment (“RSE”) utilized by the National Affiliate Member to be interoperable with the E-ZPass ETC Systems operated by the IAG Members must be approved by the IAG Executive Management Committee as to reliability and technical interoperability before being placed into service. The National Affiliate shall undertake interoperable technology testing requirements as specified in Attachment 1 for equipment and software that has not previously passed testing and has not been approved by the IAG for use in the E-ZPass System. Successful completion of the testing protocol and formal written approval by the IAG is required before the Transponders and Reader Equipment can be deemed to be E-ZPass-Compatible and placed into service. It is understood and agreed that the National Affiliate Member assumes all legal risks associated with its utilization of any intellectual property. The National Affiliate Member is prohibited from engaging in any conduct which would violate the patent protections for E-ZPass equipment in use by the IAG Members, and shall indemnify and hold harmless the IAG Members from and against any and all claims which may arise as a result of such conduct.
8. License Agreement. The National Affiliate Member shall execute and comply with the E-ZPass License Agreement required by the IAG Operating Agreement. The National Affiliate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the National Affiliate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee.
9. Non-Toll applications. Unless otherwise approved in writing by the IAG Executive Management Committee, the obligations of the other Members regarding interoperability and reciprocity shall include only the National Affiliate Member’s primary toll applications. The National Affiliate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG member or their customer service center provider, other than in connection with the National Affiliate Member’s primary toll applications, without the written approval of the IAG Executive Management Committee. Without limiting the foregoing, the National Affiliate Member shall not be entitled to offer parking programs under the E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 (“Reciprocity II”), or the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 (“Reciprocity III”), as amended. The parties may, at the discretion of and upon approval by all Full Member
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Agencies, approve a new reciprocity agreement or addendum thereto providing for parking programs by National Affiliate Members.

10. Policy Matrix; Conditions to Implementation.

- a. Policy Matrix. The National Affiliate Member shall comply with the Policy Matrix approved by the Executive Management Committee for such National Affiliate Member.
- b. OBU Coding. The National Affiliate Member shall not permit sale of any OBU coded for IAG use, or use of any such OBU at the National Affiliate Member facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements. At all times the National Affiliate Member shall ensure that its OBUs coded for IAG use are in compliance with the IAG coding protocols then in use by the IAG Members.
- c. IAG File Specification Required. The IAG Inter CSC File Specification shall be used for all data communications.

11. Assignment. Unless expressly approved in writing by the IAG Executive Management Committee, the National Affiliate Member may not assign any of its rights or obligations under the IAG Agreements.

12. Termination. The IAG Executive Management Committee or the National Affiliate Member may terminate the participation of such National Affiliate Member without cause upon 30 days notice to the other party. The IAG Executive Management Committee may terminate the membership of the National Affiliate Member immediately without notice upon default by the National Affiliate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

13. Jurisdiction. This Agreement shall be governed under the laws of the State of New York. The National Affiliate Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

14. Parties in Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the National Affiliate Member. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

E-ZPass National Affiliate

Interoperable Technology Testing Requirements (Attachment 1)

The E-ZPass Interagency Group has established the following testing and accuracy requirements for equipment and software that has not previously been approved by the IAG for use on the E-ZPass system. Equipment and software shall be tested to the satisfaction of the IAG utilizing these test protocols. Successful completion of the testing protocol and formal written approval by the IAG EMC is required before equipment is placed into service.

Any equipment proposed for use by National Affiliate members that has previously been approved for use on the E-ZPass system, that utilizes the same models and software versions of equipment employed by the IAG is not required to be tested under this protocol, however is required to undergo the normal reciprocity testing protocol established for all new members of the IAG. (Note: If a National Affiliate proposes a specific model of a multi-protocol reader which has not already been tested by the IAG or one of its National Affiliates, the reader shall be fully tested even if it “reads” one or more of the same protocol tags as previously tested.)

Equipment and software tested under this protocol for use by a National Affiliate member, and approved by the IAG for use on the E-ZPass system, does not need to be tested again if other National Affiliates propose using the same equipment.

Interoperable Technology Testing Requirements

1. **Performance Requirements.** The equipment and software proposed for use on the E-ZPass system must meet the following minimum requirements.

	Read Performance	Write Performance	Lane Assignment
Toll Plaza	99.90%	99.90%	99.98%
Open Road	99.90%	99.80%	99.90%

2. **Sample Size.** The following are the minimum requirements for the number of transactions to be included in the testing of equipment and software.
 - a. No less than 5,500 transactions for each full test of system performance
 - i. No less than 500 transactions using OBU’s native to the RSE under test.
 - ii. No less than 5000 transactions using OBU’s that operate with the reciprocal protocol.

3. **Test Parameters.** The IAG requires that certain test parameters be varied, including:
 - a. Plaza Type (conventional plaza, open road)
 - b. Vehicle Type (car, truck, etc)
 - c. Lane Position (in lane, straddling lane)
 - d. Vehicle Speed (various speed profiles)
 - e. OBU Mounting Position (windshield, bumper, roof)
 - f. RSE Type (IAG single protocol, other vendor multi-protocol, etc)

4. **Test Scenarios.** A full test shall be completed for each RSE to be tested, for each plaza type, and for each OBU mounting position. The remaining parameters can be varied within each full test. Full testing is not required for each speed, lane position or vehicle type.

5. **Example Test Requirements Under This Protocol.** Given the requirements of this testing document, a valid test of an OBU with two possible mounting locations would be as follows:
 - a. 5,500 transactions PLAZA with Interior OBU
 - b. 5,500 transactions OPEN ROAD with Interior OBU
 - c. 5,500 transactions PLAZA with Bumper OBU
 - d. 5,500 transactions OPEN ROAD with Bumper OBUAdditional transactions would be required for additional OBU types and other RSE types.

**Execution Page To
E-ZPASS National Affiliate Member Agreement**

The undersigned National Affiliate Member hereby agrees to be bound by the terms of the foregoing E-ZPass National Affiliate Member Agreement dated as of the ___ day of _____, 2012, as it may be amended from time to time in accordance with its terms.

[National Affiliate Member Name]

By: _____
Its: _____
Date: _____

The foregoing National Affiliate Member Agreement has been approved and accepted by unanimous approval of the E-ZPass Interagency Group Executive Management Committee by Resolution dated _____.

Certified this ___ day of _____, 20__

Chair, IAG Executive Management Committee

**APPENDIX I- IAG RECIPROcity
DOCUMENT**

IAG RECIPROCITY AGREEMENT

WHEREAS, the parties agree and acknowledge that this Reciprocity Agreement shall be considered an extension of, and intended to implement in part, the Operating Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

I. DEFINITIONS

Agency	Any Agency that is a member of the Interagency Group.
Away Agency	Any Agency that is not the customer's Home Agency.
Conditional Settlement	An interim Settlement between Agencies prior to final settlement.
Final Settlement	A Settlement between Agencies after Reconciliation has been completed and accepted by the two Agencies.
Home Agency	The Agency that establishes and/or maintains a customer's account and issues a tag(s).
Invalid Tag	A tag that is denoted by a Home Agency as not being a Valid Tag; the Home Agency does not guarantee payment of toll transactions utilizing an Invalid Tag.
Invalid Tag Transaction	The passage of an Invalid Tag through an activated E-ZPass lane.
Posting	The recording of a toll transaction against a customer's account and deducting the toll charge from the customer's account balance.

IAG RECIPROCITY AGREEMENT

Pre-Paid Accounts	Customer accounts that require money be on deposit in advance for their tag transaction to be accepted as valid.
Reconciliation	The process whereby a Home Agency and an Away Agency resolve any discrepancies in arriving at Final Settlement.
Settlement	The transfer by a Home Agency of United States dollars representing the gross toll revenues due to an Away Agency for Valid Tag Transactions incurred on the Away Agency's facilities by the Home Agency's customers.
Tag Validation File	A file maintained by each Agency of tags issued by that Agency which denotes the status of each tag issued as having one of four values (valid, low balance, invalid, or lost/stolen) consistent with IAG technical guidelines.
Valid Tag	A tag which is used for a toll transaction for which the Home Agency guarantees payment of the toll.
Valid Tag Transaction	The passage of a Valid Tag, or a transaction from a valid account, through an activated E-ZPass lane.

II. Confidentiality

- (1) (a) As used in this section, the term "Confidential Information" shall include any research, development and trade secrets, business affairs, and other information of the Agencies and their Contractors, their representatives, employees, subsidiaries, affiliates and agents, which is designated in writing as Confidential Information. Information shall not be considered Confidential Information to the extent that it (i) is or becomes a part of the public domain, or (ii) is already known free of any confidentiality obligation, or (iii) is independently developed without access to the Confidential Information, or (iv) is disclosed under proper judicial or governmental process, or (v) is approved for release by written authorization.

IAG RECIPROCITY AGREEMENT

(b) Agencies agree to treat any Confidential Information as confidential to the extent permitted by applicable United States, State and local law and Agency policy. Each Agency agrees to request the other Agencies to treat as exempt from disclosure any information and documents it believes might be exempt from disclosure pursuant to the provisions of the State laws applicable to the Agencies and their policies on confidentiality.

(c) Subject to the provision of subparagraph (b) of this paragraph, Agencies agree that they shall hold Confidential Information of an Away Agency in confidence, and shall safeguard the Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures, that they use to maintain their own Confidential Information.

(2) (a) As used in this section, the term "customer account information" shall include all information about an account holder and the vehicles utilizing that account, including but not limited to: the account holder's name, address, and any other identifying characteristics; the make, model, year and plate number of such vehicles; all photographs, microphotographs, videotapes and other recorded images of such vehicles created by E-ZPass equipment; and itemized statements of account deductions for the use of such system. Nothing in this section shall be construed as prohibiting the use of customer account information for Agency traffic and facility management purposes and the reporting thereof, provided that such use does not identify an individual person or vehicle.

(b) The Agencies agree that when an Agency is in receipt of individual or aggregate customer account information relative to the customer of another Agency, the receiving Agency will not make such information available to the public unless required to do so by the State law of such receiving Agency or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy. When a Home Agency is in receipt of customer account information from an Away Agency, unless that Home Agency and Away Agency have agreed otherwise, the Home Agency will release that information to another governmental entity only as required by law. Further, the Agencies agree that when an

IAG RECIPROCALITY AGREEMENT

Agency is in receipt of customer account information relative to the customer of another Agency, the receiving Agency may utilize such information solely for the following purposes: billing an account holder or deducting toll charges from the account holder's account; enforcement of toll collection and related regulations or violations of the account holder's customer agreement; in a judicial or administrative action or discovery proceeding to which the Agency is a party; the operation of commercial vehicle operation programs; or as otherwise permitted by the Away Agency. In particular, with respect to: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag, Agencies will not sell, distribute or make available in any way the names and addresses of Away Agency account holders for such purposes.

(c) The Agencies agree that each Agency shall formally adopt the provisions of subparagraph (b) of this paragraph as its formal policy on the use of customer account information relative to the customers of another Agency. The phrase "toll policies" as utilized in paragraph (4) of section X of this Agreement shall include the policy required by this section.

(d) The Agencies agree that each Agency shall enter into a customer agreement with each of its customers. Such customer agreement shall contain a provision whereby the customer acknowledges that: customer account information may be disclosed to other Agencies for the purposes set forth in this paragraph; and such information may be subject to disclosure to the public if such disclosure is required by the law of the State in which toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy.

(e) No Agency shall be required to disclose customer account information to another Agency or to any other entity as part of a non-toll business opportunity agreement pursuant to which such information will be sold, distributed, or made available in any way for: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag.

(f) The Agencies agree that each Agency shall treat Home Agency customer account information in the same manner that they are required to treat Away Agency

IAG RECIPROCITY AGREEMENT

customer account information pursuant to paragraph (2) (b) of this section. Provided, however, that a Home Agency may, when permitted by the law of the State where it is located or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy: disclose its own Home Agency customer account information for commercial or fundraising purposes provided the written consent of the account holder is obtained; and/or provide its own Home Agency customer account information to a law enforcement agency in accordance with the applicable policy of the Home Agency.

- (3) If any Agency ascertains that an unauthorized third party has obtained Confidential Information or customer account information, upon discovery of such occurrence it shall notify the affected Agency.
- (4) This section of this Agreement shall supercede the previously adopted IAG Privacy Guidelines.

III. Notices

Any notice required pursuant to the provision of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the E-ZPass IAG Program Director.

The Agencies agree to notify the IAG Program Director and the appropriate Committee Chair, of all inter-agency agreements and of all programs, system or operational changes in programs (including the agreements referenced in Article XII (2)).

IV. Modification

This Agreement shall not be subject to oral modification. Any change in the terms hereof shall be in writing and signed by the party or parties to be charged therewith. The forgiveness by any party of the terms or conditions hereof shall not constitute a waiver thereof unless such party so specifies in writing.

IAG RECIPROCALITY AGREEMENT

V. Rights and Benefits

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any other party. An Agency may not assign any portion of this Agreement.

VI. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and, except as set forth in Section IV, may be amended only by a written instrument executed by the parties hereto.

VII. Choice of Law and Severability

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Agencies. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of the Agreement, the remaining provisions shall remain in full force and effect after deleting such provision.

VIII. Dispute Resolution

Any dispute or disagreement that arises from this Agreement shall be settled according to Section 2 (b) of the Interagency Operations Agreement dealing with dispute resolution.

IX. Account Settlement Process(1) *Data File Transfers*

Agencies will provide for timely transmissions, receipt, and acknowledgment for all data file transfers pursuant to this Agreement and in accordance with IAG Inter-Customer Service Center Interface File Specifications.

(2) *Exchange of Tag Validation Files*

- (a) The Agencies agree to electronically exchange all tag status data on a regular schedule, at least once per day, or more frequently, as determined by agreement between two Agencies. The Home Agency shall provide to other Agencies its Tag Validation File. The Agencies will download the most current tag validation files to their toll lanes as immediately as practicable, but at least once per day.
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IAG RECIPROcity AGREEMENT

- (b) The Home Agency will determine the tag status by creation of a Tag Validation File denoting the status of each tag as having one of four values (valid (01), low balance (02), invalid (03) or lost/stolen (04)) consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications, which may be amended from time to time. The Home Agency will transmit the Tag Validation File to the Away Agencies.
 - (c) The Home Agency is responsible for informing all other Agencies by electronic file transfer in the format of the Tag Validation File, that a tag is lost or stolen and the Away Agency acknowledges receipt. Thereafter, the Home Agency is no longer obligated for transactions that occur with that tag.
 - (d) An Away Agency may deny E-ZPass use on its facilities for a tag that was reported as Valid by the Home Agency for an infraction of the Away Agency's administrative or operating policies.
- (3) *Valid Tag Transactions*
- (a) Agencies agree to electronically exchange all Valid Tag Transaction data consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications on a regular schedule, at least once a day, or more frequently, or as otherwise determined by agreement between two Agencies.
 - (b) All Valid Tag Transactions will be recorded and transmitted by the Away Agency to the Home Agency at least once per day or as otherwise determined by agreement between two Agencies.
 - (c) Upon receipt of transaction records, the Home Agency will post transactions to the proper accounts. Settlement of a Valid Tag Transaction shall not be dependent on transaction posting; i.e., the Home Agency's obligation to pay the Away Agency is not contingent upon the Home Agency posting the transactions to the customer's account. The class as determined by the Away Agency (e.g. from the tag, AVC system, collector determination) will be used to determine the amount of toll to be posted and honored by the Home Agency for settlement purposes.
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IAG RECIPROCITY AGREEMENT

- (d)
 - (i) So long as the Away Agency transfers Valid Tag Transactions to the Home Agency within 60 days, the Home Agency will honor same if the account is open.
 - (ii) Notwithstanding any reference in this Reciprocity Agreement, the Home Agency is not responsible to honor the Valid Tag Transaction if the transaction is received more than 10 days after the transaction occurred and the account is closed.
- (e) For those Agencies where a manual transaction is recorded in the lane due to a “no read”, that transaction will be converted into an electronic Valid Tag Transaction as detailed in the Inter-CSC Interface File Specifications.
- (4) *Invalid Tag Transactions*

Away Agencies will not transfer Invalid Tag Transactions to the Home Agency for payment unless otherwise agreed upon by those Agencies.
- (a) *Infraction of Away Agency's Operating or Administrative Policies*
 - (i) The Away Agency will notify the Home Agency electronically that its customer's Valid Tag will be denied E-ZPass use on that Away Agency's facilities because of an infraction of its operating or administrative policies.
 - (ii) The Home Agency will provide the data needed to the Away Agency for customer notification according to (iii) below.
 - (iii) The Away Agency will notify the customer that his/her tag will no longer be valid on its facilities.
- (b) *Lost and Stolen*
 - (i) The Home Agency will notify the Agencies of a lost or stolen tag.
 - (ii) The Away Agency will process these Lost or Stolen Tags as violations according to the rules and regulations of the Away Agency.
- (5) *Customer Disputed Transactions*
 - (a) Each Agency will inform the other Agencies of its guidelines for handling customer disputed transactions. When, due to cost/benefit or other considerations, customer

IAG RECIPROCITY AGREEMENT

accounts are credited for the disputed amount without further research, such credits will not affect Settlement or Reconciliation between Agencies.

- (b) When a customer disputes a transaction that occurred on an Away Agency's facility, and such transactions are researched, acknowledged and agreed to be an error of the Away Agency, the resulting adjustment will become part of the Reconciliation and Settlement between the two agencies and no payments will be made for such transactions.
- (c) In order to enable proper researching of customer complaints, all agencies will maintain records related to toll transactions for a minimum period of 120 days.
- (6) *Settlement & Revenue Reconciliation*
 - (a) The Home Agency will transfer the gross toll amount due for Valid Tag Transactions as reported by an Away Agency in United States dollars. All transfers will be calculated on a gross basis.
 - (b) The Home Agency will settle in a manner and frequency as determined by agreement between the Home and Away Agency, but at least monthly. Final settlement will be based on Valid Tag Transactions as reported by the Away Agency regardless of account status at time of Posting.
 - (c) Actual or estimated revenue as reported by the Away Agency may be used as a basis for Conditional Settlement as agreed between the Home and Away Agencies.
 - (d) Valid Tag Transactions obligate the Home Agency to remit the correct toll to the Away Agency at the time of Settlement regardless of the status of the Home Agency account at the time of Posting. In the case of lost or stolen tags, the Home Agency is no longer obligated for transactions that occur after notification to the Away Agency.
 - (e) An Agency which does not act as a Home Agency may notify the other Agencies that all transactions relating to such Agency's facilities shall be transmitted to and settled with a Home Agency designated by such Agency.

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- (7) *Tag and Account Policies*

IAG RECIPROCITY AGREEMENT

- (a) Current fees, deposits, and policies of Agencies are set forth in the Interagency E-ZPass Policy Matrix, which may be amended from time to time, and is maintained by the IAG Program Director. Agencies may use this Matrix as a resource for their policies in an effort to avoid influencing customer enrollment patterns.
- (b) The Agencies agree to follow the Vehicle Classification protocol of the IAG in their tag distribution programs.
- (c) A Home Agency may determine that its valid non-revenue Accounts may be invalid at an Away Agency.

X. Violations

- (1) Processing of E-ZPass customer violations at the Away Agency when the tag is reported as lost/stolen by the Home Agency will be pursuant to the rules and regulations of the Away Agency.
- (2) If cash is collected at the Away Agency for any transaction, the Away Agency will not transfer any such transactions to the Home Agency.
- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies or as otherwise required by law.
- (5) The Agencies will process toll evasion violation images in such a manner as to identify customers' accounts in good standing and thereby create a Valid Transaction.
- (6) Non-customer toll evasion violators will be processed pursuant to the rules and regulations of the Agency where the violation occurred.
- (7) Participating agencies may establish a procedure for grouping toll plaza speeding violations among Agencies which may result in a Home Agency suspending an account because of violations on Away Agency facilities.

IAG RECIPROCITY AGREEMENT

XI. Marketing

Agencies will provide advance notification of E-ZPass marketing activities to the Public Relations and Marketing Committee of the IAG.

XII. Miscellaneous

(1) The parties acknowledge and agree that any Agency posting an E-ZPass sign will accept all valid E-ZPass tags.

(2) The parties acknowledge and agree that this Reciprocity Agreement is subject to each Agency implementing interoperability and reciprocity agreements with the other Agencies regarding provisions in Article IX of this Agreement. Each Agency is obligated to proactively resolve issues and define agreements to achieve interoperability and reciprocity with each of the other Agencies in the IAG in a timely manner.

(3) *Discount Programs*

An Agency that wants its discount program(s) offered in another Agency's CSC shall fund the expense of the program(s). Such arrangement shall be subject to auditing processes. Furthermore, if an Agency wants to offer another Agency's discount program(s) through its CSC, it may do so at its own expense, not to include foregone toll revenue. The Agencies agree to cooperate in any such efforts. Expenses referred to herein include, but are not limited to, all expenses, such as programming and CSR training and materials including increased expenses to the Agency whose discount program is being offered. Two or more Agencies may agree to a different allocation of expenses.

(4) *Non-Toll Business Opportunities*

All E-ZPass tag holders meeting the criteria for participation in a non-toll business opportunity application shall be eligible to participate.

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PERSONAL ACCOUNT APPLICATION

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

PERSONAL ACCOUNT APPLICATION				
Five (5) Transponder Limit				
Internal Use Only	Account #:	CSR ID:	Date:	
Section 1: APPLICANT INFORMATION				
Last Name:	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/>	First Name:	MI:	Suffix:
Mailing Address:		City:	State:	Zip Code:
Day Phone: () ()	Cell Phone: () ()	E-Mail Address:		
Additional Account Contact (Optional)				
Last Name:	Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/>	First Name:	MI:	Suffix:
Account Statement Delivery Method (select one)			Communication Delivery Method (select one)	
<input type="checkbox"/> E-Mail (Monthly-Free)	<input type="checkbox"/> View Online (On Demand-Free)	<input type="checkbox"/> U.S. Mail (Quarterly with a \$5.00 fee)	<input type="checkbox"/> E-Mail (Must enter e-mail address above)	<input type="checkbox"/> U.S. Mail
Challenge Question				
Please select one of the following questions by placing an "X" in the space provided to the left of the question. Please provide the answer to the challenge question you selected in the space provided to the right. The challenge question is used for verification purposes when accessing your account.				
<input type="checkbox"/> What is the name of your first elementary school?	<input type="checkbox"/> What city were you born in?	Challenge Question Answer		
<input type="checkbox"/> What is your mother's maiden name?	<input type="checkbox"/> What is the name of your first pet?			
Personal Identification Number (PIN)				
You must select a four-digit PIN to access your account using the automated telephone system.				Retain for your records
Section 2: TRANSPONDER INFORMATION				
Sticker	\$5.00 each + Pre-Paid Balance	This interior transponder is a credit card size transponder that affixes to the inside of the vehicle windshield under the rear view mirror. Once installed, it cannot be removed without damage to the transponder.		
Hard Case	\$20.00 each + Pre-Paid Balance	This is an interior transponder which affixes to the inside of the vehicle windshield under the rear view mirror. This transponder attaches with the use of velcro strips.		
Exterior	\$25.00 each + Pre-Paid Balance	This exterior transponder is required for vehicles whose windshields will not allow detection of an interior transponder. The transponder affixes to the vehicle's front bumper. A complete list of vehicles that require this type of transponder is provided in Section 8.		

NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

PERSONAL ACCOUNT APPLICATION

Section 3: VEHICLE INFORMATION & TRANSPONDER SELECTION (5 Transponder Limit)

List a vehicle for each NC Quick Pass transponder being purchased. You may not list more vehicles than the number of transponders you are purchasing and each transponder must be linked to a specific license plate number.

Part 1 – Vehicle Information							Part 2 – Transponder Selection		
License Plate Number	State	No. of Axles 2, 3, or 4+	Vehicle Ref # (refer to Section 7)	Year	Make	Model	Place an X under the type of transponder you are requesting for each vehicle.		
							Sticker	Hard Case	Exterior
Total count of transponders by type → (Transfer to Section 4 Part 1A)									

Section 4: PAYMENT CALCULATIONS

Part 1 - Transponder Payment				Part 2 - Pre-Paid Toll Balance	
Transponder Payment Calculation	Sticker	Hard Case	Exterior	Circle total count of transponders from Part 1A and the corresponding required Pre-Paid Balance	
Total count of transponders from Section 3 Part 2 (A)				1 -- \$20	
Transponder Price (includes sales tax) (B)	\$5.00	\$20.00	\$25.00	2 -- \$20	
Total Due for Transponder(s) (C)=(A)x(B)				3 -- \$30	
				4 -- \$40	
				5 -- \$50	

Part 3 - Total Due (Transponder Payment + Pre-Paid Toll Balance)		
Transponder Payment = Total Due for all transponders from Part 1C (D)	Total Pre-Paid Toll Balance from Part 2 (E)	Total Due (F) = (D) + (E) [Transfer this total to Section 5 Part 2]

Note: Your NC Quick Pass account will be evaluated after the first 30 days and then quarterly to determine your average monthly usage. If this amount is above or below your current monthly replenishment amount, you will be notified that your minimum monthly payment will be adjusted via the communication delivery method you selected above in Section 1.

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

PERSONAL ACCOUNT APPLICATION

Section 5: PAYMENT (Required: Part 1 and Part 2)

Part 1 – Replenishment Method (must select one)

<input type="checkbox"/> Automatic Replenishment (Credit or Debit Card) Automatic replenishment is the quickest and easiest way to maintain your NC Quick Pass account. By selecting the automatic replenishment method, you authorize NC Quick Pass to maintain the credit or debit card listed on file. Additionally, you authorize NC Quick Pass to charge your credit or debit card whenever your pre-paid toll balance is 25% of your replenishment threshold toll payment for the amounts necessary to keep your account in good standing.	<input type="checkbox"/> Manual Replenishment (Credit/Debit Card, Check, Money Order or Cash) Manual replenishment requires you to monitor and replenish your account when your pre-paid toll balance is approximately 50% of your pre-paid toll payment. This option allows you to replenish your pre-paid account by making a payment through our website at www.ncquickpass.com , a one-time payment through our automated phone system at 1-877-7MY-PASS, mailing a check payable to NC Quick Pass to the Customer Service Center at 200 Sorrell Grove Church Road, Suite A, Morrisville, NC 27560, or in person at the Customer Service Center. DO NOT MAIL CASH.
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Part 2 – Total Payment Due

Total Payment Due From Section 4 Part 3 **Select one:** Credit/Debit Card Cash/Check/Money Order

Section 1: Credit/Debit Card

Credit Card Type: Visa Master Card Amex Discover

To include a secondary credit card on your account visit www.ncquickpass.com.

Credit Card Number:

Expiration Date: / Billing Zip Code:

Print name as it appears on card: _____

I authorize NC Quick Pass to charge the credit or debit card identified on my application for the necessary charges required to open and replenish an NC Quick Pass account.

Cardholder's Signature Required: _____ **Date:** _____

Section 2: Cash /Check/Money Order

Please make all checks payable to: **NC Quick Pass**

Check Number: _____ Total Amount on Check: _____ Date: _____

All cash payments must be hand delivered directly to the NC Quick Pass Customer Service Center.

Section 6: AGREEMENT TO TERMS AND CONDITIONS (Required to open account)

Completion of this application, receipt of Transponder(s), pre toll payment and signature below constitutes the AGREEMENT subject to the attached Terms and Conditions. By signing below I agree to comply with the Terms and Conditions established for the use of NC Quick Pass. I have read, understand and agree to abide by the Terms and Conditions. I agree to be responsible for all Transponder(s) listed on this account. I certify that the information provided on this application is accurate and current. I am at least 18 years of age.

Authorized Signature Required: _____ **Date:** _____

- Completed applications can be submitted to the NC Quick Pass Customer Service Center using the following methods:
- Credit or Debit Card applicants can mail, fax or hand deliver the completed application.
 - Check/Money Order applicants can mail or hand deliver the completed application.
 - Cash applicants must hand deliver the completed application.

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

PERSONAL ACCOUNT APPLICATION

Section 7: VEHICLE REFERENCE CHART

Please select from the chart below the appropriate vehicle reference number required for your vehicle and insert the number in the column provided in Section 3 Part 1.

Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #
AUTOMOBILE / SPORT UTILITY VEHICLE		RECREATIONAL VEHICLES (RV) OR MOTOR HOME		TRACTOR TRAILER COMBINATION*	
2 axles, 4 tires (up to 7,000 lbs.)	72	2 axles, 4 tires (up to 7,000 lbs.)	456	3 axles (trailer < or = to 48')	719
3 axles, 6 tires (up to 7,000 lbs.)	76	2 axles, 4 tires (over 7,000 lbs.)	458	4 axles (trailer < or = to 48')	723
MOTORCYCLE		2 axles, 6 tires (up to 7,000 lbs)	457	5 axles (trailer < or = to 48')	727
		2 axles, 6 tires (over 7,000 lbs)	459	6 axles (trailer < or = to 48')	731
2 axles, 2 tires (up to 7,000 lbs.)	136	3 axles, 6 tires (up to 7,000 lbs.)	460	7 axles (trailer < or = to 48')	735
2 axles, 3 tires (includes trikes or sidecar up to 7,000 lbs)	140	3 axles, 6 tires (over 7,000 lbs.)	462	3 axles (trailer over 48')	783
PICK-UP TRUCK		3 axles, 8 or 10 tires (up to 7,000 lbs.)	461	4 axles (trailer over 48')	787
		3 axles, 8 or 10 tires (over 7,000 lbs.)	463	5 axles (trailer over 48')	791
		4 axles, 8 tires (up to 7,000 lbs)	464	6 axles (trailer over 48')	795
		4 axles, 8 tires (over 7,000 lbs)	466	7 axles (trailer over 48')	799
		4 axles, 10 or > tires (up to 7,000 lbs)	465		
		4 axles, 10 or > tires (over 7,000 lbs)	467		
2 axles, 4 tires (up to 7,000 lbs.)	200	TRUCKS		TRACTOR/MOBILE HOME COMBINATION*	
2 axles, 4 tires (over 7,000 lbs.)	202	2 axles, 4 tires (up to 7,000 lbs.)	520	3 axles	1103
2 axles, 6 tires (up to 7,000 lbs)	201	2 axles, 4 tires (over 7,000 lbs.)	522	4 axles	1107
2 axles, 6 tires (over 7,000 lbs)	203	2 axles, 6 tires (up to 7,000 lbs)	521	5 axles	1111
3 axles, 6 tires (up to 7,000 lbs.)	204	2 axles, 6 tires (over 7,000 lbs)	523	6 axles	1115
3 axles, 6 tires (over 7,000 lbs.)	206	3 axles, 6 tires (up to 7,000 lbs.)	524	7 axles	1119
3 axles, 8 or 10 tires (up to 7,000 lbs.)	205	3 axles, 6 tires (over 7,000 lbs.)	526	8 axles	1123
3 axles, 8 or 10 tires (over 7,000 lbs.)	207	3 axles, 8 or 10 tires (up to 7,000 lbs.)	525	9 axles	1127
PASSENGER / CARGO VAN (Seating 1-9 passengers)		3 axles, 8 or 10 tires (over 7,000 lbs.)	527	10 axles	1131
2 axles, 4 tires (up to 7,000 lbs.)	264	4 axles, 8 tires (up to 7,000 lbs)	528		
2 axles, 4 tires (over 7,000 lbs.)	266	4 axles, 8 tires (over 7,000 lbs)	530	Note:	
2 axles, 6 tires (up to 7,000 lbs)	265	4 axles, 10 or > tires (up to 7,000 lbs)	529	• The weight limit of 7,000 lbs noted throughout this CHART reflects the gross vehicle weight (GVW) on the vehicle registration.	
2 axles, 6 tires (over 7,000 lbs)	267	4 axles, 10 or > tires (over 7,000 lbs)	531	• Should your vehicle not conform to one of the descriptions listed contact the NC Quick Pass Customer Service Center.	
3 axles, 6 tires (up to 7,000 lbs.)	268	5 axles, 10 tires (up to 7,000 lbs)	532		
3 axles, 6 tires (over 7,000 lbs.)	270	5 axles, 10 tires (over 7,000 lbs)	534		
3 axles, 8 or 10 tires (up to 7,000 lbs.)	269	5 axles, 12 or > tires (up to 7,000 lbs)	533		
3 axles, 8 or 10 tires (over 7,000 lbs.)	271	5 axles, 12 or > tires (over 7,000 lbs)	535		
MINIBUS/TEAM VAN/STRETCH LIMOS (Seating 10-15 passengers)		6 axles, 12 tires (up to 7,000 lbs)	536	TANDEM TRAILER COMBINATION* (Tractor with 2 Trailers)	
2 axles, 4 tires (up to 7,000 lbs.)	328	6 axles, 12 tires (over 7,000 lbs)	538	5 axles, 2 trailers ea. (≤ 28.5')	855
2 axles, 4 tires (over 7,000 lbs.)	330	6 axles, 14 or > tires (up to 7,000 lbs)	537	6 axles, 2 trailers ea. (≤ 28.5')	859
2 axles, 6 tires (up to 7,000 lbs)	329	6 axles, 14 or > tires (over 7,000 lbs)	539	7 axles, 2 trailers ea. (≤ 28.5')	863
2 axles, 6 tires (over 7,000 lbs)	331	7 axles, 14 tires (up to 7,000 lbs)	540	8 axles, 2 trailers ea. (≤ 28.5')	867
3 axles, 6 tires (up to 7,000 lbs.)	332	7 axles, 14 tires (over 7,000 lbs)	542	9 axles, 2 trailers ea. (≤ 28.5')	871
3 axles, 6 tires (over 7,000 lbs.)	334	7 axles, 16 or > tires (up to 7,000 lbs)	541	10 axles, 2 trailers ea. (≤ 28.5')	875
3 axles, 8 or 10 tires (up to 7,000 lbs.)	333	7 axles, 16 or > tires (over 7,000 lbs)	543	5 axles, 1 trailer ea. (≤ 28.5')	983
BUSES (Seating 16+ passengers)		AUTO TRANSPORTER*		6 axles, 1 trailer ea. (≤ 28.5')	987
2 axles, 4 tires (up to 7,000 lbs.)	392	3 axles (under 65')	591	7 axles, 1 trailer ea. (≤ 28.5')	991
2 axles, 4 tires (over 7,000 lbs.)	394	4 axles (under 65')	595	8 axles, 1 trailer ea. (≤ 28.5')	995
2 axles, 6 tires (up to 7,000 lbs)	393	5 axles (under 65')	599	9 axles, 1 trailer ea. (≤ 28.5')	999
2 axles, 6 tires (over 7,000 lbs)	395	6 axles (under 65')	603	10 axles, 1 trailer ea. (≤ 28.5')	1003
3 axles, 6 tires (up to 7,000 lbs.)	396	7 axles (under 65')	607	5 axles, 2 trailers ea. (>28.5')	919
3 axles, 6 tires (over 7,000 lbs.)	398	4 axles (over 65')	659	6 axles, 2 trailers ea. (>28.5')	923
3 axles, 8 or 10 tires (up to 7,000 lbs.)	397	5 axles (over 65')	663	7 axles, 2 trailers ea. (>28.5')	927
3 axles, 8 or 10 tires (over 7,000 lbs.)	399	6 axles (over 65')	667	8 axles, 2 trailers ea. (>28.5')	931
4 axles, 8 tires (up to 7,000 lbs)	400	7 axles (over 65')	671	9 axles, 2 trailers ea. (>28.5')	935
4 axles, 8 tires (over 7,000 lbs)	402			10 axles, 2 trailers ea. (>28.5')	939
4 axles, 10 or > tires (up to 7,000 lbs)	401				
4 axles, 10 or > tires (over 7,000 lbs)	403				

*All vehicles in this type are classified as having dual rear wheels and a Gross Vehicle Weight (GVW) greater than 7,000 lbs.

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Fax: 1-919-388-3279

PERSONAL ACCOUNT APPLICATION

Section 8: EXTERIOR TRANSPONDER VEHICLE LIST (Reference Part 1 & Part 2)

Part 1

An exterior transponder is **required** on the following vehicles because it is equipped with a windshield that prevents use of a windshield-mounted interior transponder.

Make	Model	Year
Bentley	Continental GT	2004-2009
Bentley	Continental Flying Spur	2006-2009
Buick	Roadmaster Wagon	ALL
Chevrolet	Lumina APV (VAN)	1990-1996
Oldsmobile	Silhouette	1990-1996
Pontiac	Transport	1990-1996
Porsche	Panamera	ALL (2010-Current)
Car Hauler with Overhead Rack		ALL

Part 2

An exterior transponder is required on the following vehicles **ONLY IF** equipped with the windshield feature listed below. Please contact the dealer where you purchased your vehicle if you are unsure if it has the specified type of windshield.

Make	Model	Year	Windshield Feature
Aston Martin	Vanquish	2001-2007	Heated
Aston Martin	Vantage	2003-2008	Heated
Audi	A6	1998-2003	Siglasol
Audi	A8	1998-2003	Siglasol
Buick	Road Master Sedan	1993-1996	PPG Sungate
Buick	LeSabre	1992 Only	Heated
Buick	Park Avenue	1991-1992	Heated
Cadillac	Concours	1993-1998	Heated
Cadillac	DeVille	1989-1999	Heated
Cadillac	Eldorado	1992-2002	Heated
Cadillac	Fleetwood	1989-1992	Heated
Cadillac	Fleetwood	1993-1996	PPG Sungate
Cadillac	Seville	1992-1999	Heated
Cadillac	Sixty Special	1993 ONLY	Heated
Cadillac	Touring Sedan	1992-1998	Heated
Chevrolet	Caprice	1993-1996	PPG Sungate
Chevrolet	Corvette ZR-1	1990-1995	Heated
Chevrolet	Impala	1993-1996	PPG Sungate
Ford	Crown Victoria	1988-1992	Insta-Clear
Ford	Taurus	1986-1991	Insta-Clear

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PERSONAL ACCOUNT APPLICATION

Jaguar	S-Type	2000-2004	Heated
Jaguar	VDP	1999-2004	Heated
Jaguar	XJ Series	1999-2004	Heated
Jaguar	XK Series	1999-2004	Heated
Lincoln	Continental	1988-1992	Insta-Clear
Lincoln	Town Car	1990-1992	Insta-Clear
Mazda	626	1995 ONLY	Solar Control
Mazda	929	1988-1995	Solar Control
Mercury	Grand Marquis	1988-1992	Insta-Clear
Mercury	Sable	1986-1991	Insta-Clear
Oldsmobile	Custom Cruiser-Station Wagon	1990-1996	PPG Sungate
Oldsmobile	Eighty-Eight	1992 ONLY	Heated
Oldsmobile	Ninety-Eight	1991-1995	Heated
Pontiac	Bonneville	1992 ONLY	Heated
Volvo	S80	2002-2004	Infrared Reflecting
Volvo	XC90	2002-2004	Infrared Reflecting

BUSINESS ACCOUNT APPLICATION

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BUSINESS ACCOUNT APPLICATION

Section 1: COMPANY INFORMATION (Primary and Secondary Contact Required)

Internal Use Only	Account #:	CSR ID:	Date:
Company Name:			
Primary Contact Last Name:		First Name:	Title:
Secondary Contact Last Name:		First Name:	Title:
Mailing Address:		Suite:	City: State: Zip Code:
Business Phone: ()		Fax Number: ()	E-Mail Address:
Account Statement Delivery Method (select one)			Communication Delivery Method (select one)
<input type="checkbox"/> E-Mail (Monthly-Free)	<input type="checkbox"/> View Online (On Demand-Free)	<input type="checkbox"/> U.S. Mail (Quarterly with a \$5.00 fee)	<input type="checkbox"/> E-Mail (Must enter e-mail address above) <input type="checkbox"/> U.S. Mail
Challenge Question			
Please select <u>one</u> of the following questions by placing an "x" in the space provided to the left of the question. Please provide the answer to the challenge question you selected in the space provided to the right. The challenge question is used for verification purposes when accessing your account.			
<input type="checkbox"/> What is the name of your first elementary school?	<input type="checkbox"/> What city were you born in?	Challenge Question Answer	
<input type="checkbox"/> What is your mother's maiden name?	<input type="checkbox"/> What is the name of your first pet?		
Personal Identification Number (PIN)			
You must select a four-digit PIN to access your account using the automated telephone system.			Retain for your records

Section 2: TRANSPONDER INFORMATION

Sticker	\$5.00 each + Pre-Paid Balance	This interior transponder is a credit card size transponder that affixes to the inside of the vehicle windshield under the rear view mirror. Once installed, it cannot be removed without damage to the transponder.
Hard Case	\$20.00 each + Pre-Paid Balance	This is an interior transponder which affixes to the inside of the vehicle windshield under the rear view mirror. This transponder attaches with the use of velcro strips.
Exterior	\$25.00 each + Pre-Paid Balance	This exterior transponder is required for vehicles whose windshields will not allow detection of an interior transponder. The transponder affixes to the vehicle's front bumper. A complete list of vehicles that require this type of transponder is provided in Section 8.

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BUSINESS ACCOUNT APPLICATION

Section 3: VEHICLE INFORMATION & TRANSPONDER SELECTION

List a vehicle for each NC Quick Pass transponder being purchased. You may not list more vehicles than the number of transponders you are purchasing and each transponder must be linked to a specific license plate number.

Part 1 – Vehicle Information							Part 2 – Transponder Selection		
License Plate Number	State	No. of Axles 2, 3, or 4+	Vehicle Ref # (refer to Section 7)	Year	Make	Model	Place an X under the type of transponder you are requesting for each vehicle.		
							Sticker	Hard Case	Exterior
For more than 20 vehicles, you may complete the application online at www.ncquickpass.com or contact the Customer Service Center at 1-877-7MY-PASS.							Total → (Transfer to Section 4A)		

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BUSINESS ACCOUNT APPLICATION

Section 4: PAYMENT CALCULATIONS

Payment Calculation		Sticker	Hard Case	Exterior
Total Number of each type of Transponder (From Section 3)	(A)			
Transponder Price (includes sales tax)	(B)	\$5.00	\$20.00	\$25.00
Total Due for Transponders (reference Transponder price calculation chart below)	(C)=(A) x (B)	\$	\$	\$
Pre-Paid Balance Per Transponder	(D)	\$20.00	\$20.00	\$20.00
Total Pre-Paid Balance Due	(E)=(A) x (D)	\$	\$	\$
Total Due for each Transponder type	(F)=(C)+(E)			
TOTAL DUE (the sum of F)	(G)			

Note: Your NC Quick Pass account will be evaluated after the first 30 days and then quarterly to determine your average monthly usage. If this amount is above or below your current monthly replenishment amount, you will be notified that your minimum monthly payment will be adjusted via the communication delivery method you selected above in Section 1.

Transponder Price Calculation											
STICKER				HARD CASE				EXTERIOR			
# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price
1	\$5.00	11	\$55.00	1	\$20.00	11	\$220.00	1	\$25.00	11	\$275.00
2	\$10.00	12	\$60.00	2	\$40.00	12	\$240.00	2	\$50.00	12	\$300.00
3	\$15.00	13	\$65.00	3	\$60.00	13	\$260.00	3	\$75.00	13	\$325.00
4	\$20.00	14	\$70.00	4	\$80.00	14	\$280.00	4	\$100.00	14	\$350.00
5	\$25.00	15	\$75.00	5	\$100.00	15	\$300.00	5	\$125.00	15	\$375.00
6	\$30.00	16	\$80.00	6	\$120.00	16	\$320.00	6	\$150.00	16	\$400.00
7	\$35.00	17	\$85.00	7	\$140.00	17	\$340.00	7	\$175.00	17	\$425.00
8	\$40.00	18	\$90.00	8	\$160.00	18	\$360.00	8	\$200.00	18	\$450.00
9	\$45.00	19	\$95.00	9	\$180.00	19	\$380.00	9	\$225.00	19	\$475.00
10	\$50.00	20	\$100.00	10	\$200.00	20	\$400.00	10	\$250.00	20	\$500.00

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BUSINESS ACCOUNT APPLICATION

Section 5: PAYMENT (Required: Part 1 and Part 2)

Part 1 – Replenishment Method (must select one)

Automatic Replenishment (Credit or Debit Card)
 Automatic replenishment is the **quickest and easiest** way to maintain your NC Quick Pass account. By selecting the automatic replenishment method, you authorize NC Quick Pass to maintain the credit or debit card listed on file. Additionally, you authorize NC Quick Pass to charge your credit or debit card whenever your pre-paid toll balance is 25% of your replenishment threshold toll payment for the amounts necessary to keep your account in good standing.

Manual Replenishment (Credit/Debit Card, Check, Money Order or Cash)
 Manual replenishment requires you to monitor and replenish your account when your pre-paid toll balance is approximately 50% of your pre-paid toll payment. This option allows you to replenish your pre-paid account by making a payment through our website at www.ncquickpass.com, a one-time payment through our automated phone system at 1-877-7MY-PASS, mailing a check payable to NC Quick Pass to the Customer Service Center at 200 Sorrell Grove Church Road, Suite A, Morrisville, NC 27560, or in person at the Customer Service Center. **DO NOT MAIL CASH.**

Part 2 – Total Payment Due

Total Payment Due **Select one:** Credit/Debit Card Cash/Check/Money Order
 From Section 4 Part 3

Section 1: Credit/Debit Card

Credit Card Type: Visa Master Card Amex Discover To include a secondary credit card on your account visit www.ncquickpass.com.

Credit Card Number:

Expiration Date: / Billing Zip Code:

Print name as it appears on card: _____

I authorize NC Quick Pass to charge the credit or debit card identified on my application for the necessary charges required to open and replenish an NC Quick Pass account.

Cardholder's Signature Required: _____ **Date:** _____

Section 2: Cash/Check/Money Order

Please make all checks payable to: **NC Quick Pass**

Check Number: _____ Total Amount on Check: _____ Date: _____

.....
 All cash payments must be hand delivered directly to the NC Quick Pass Customer Service Center.

Section 6: AGREEMENT TO TERMS AND CONDITIONS (Required to open account)

Completion of this application, receipt of Transponder(s), pre toll payment and signature below constitutes the AGREEMENT subject to the attached Terms and Conditions. By signing below I agree to comply with the Terms and Conditions established for the use of NC Quick Pass. I have read, understand and agree to abide by the Terms and Conditions. I agree to be responsible for all Transponder(s) listed on this account. I certify that the information provided on this application is accurate and current. I am at least 18 years of age.

Authorized Signature Required	Printed Name of Person Authorized to Sign	Title	Date

- Completed applications can be submitted to the NC Quick Pass Customer Service Center using the following methods:
- Credit or Debit Card applicants can mail, fax or hand deliver the completed application.
 - Check/Money Order applicants can mail or hand deliver the completed application.
 - Cash applicants must hand deliver the completed application.

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BUSINESS ACCOUNT APPLICATION

Section 7: VEHICLE REFERENCE CHART

Please select from the chart below the appropriate vehicle reference number required for your vehicle and insert the number in the column provided in Section 3 Part 1.

Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #		
AUTOMOBILE / SPORT UTILITY VEHICLE		RECREATIONAL VEHICLES (RV) OR MOTOR HOME		TRACTOR TRAILER COMBINATION*			
2 axles, 4 tires (up to 7,000 lbs.)	72	2 axles, 4 tires (up to 7,000 lbs.)	456	3 axles (trailer < or = to 48')	719		
3 axles, 6 tires (up to 7,000 lbs.)	76	2 axles, 4 tires (over 7,000 lbs.)	458	4 axles (trailer < or = to 48')	723		
MOTORCYCLE		2 axles, 6 tires (up to 7,000 lbs)	457	5 axles (trailer < or = to 48')	727		
		2 axles, 6 tires (over 7,000 lbs)	459	6 axles (trailer < or = to 48')	731		
2 axles, 2 tires (up to 7,000 lbs.)	136	3 axles, 6 tires (up to 7,000 lbs.)	460	7 axles (trailer < or = to 48')	735		
2 axles, 3 tires (includes trikes or sidecar up to 7,000 lbs)	140	3 axles, 6 tires (over 7,000 lbs.)	462	3 axles (trailer over 48')	783		
PICK-UP TRUCK		3 axles, 8 or 10 tires (up to 7,000 lbs.)	461	4 axles (trailer over 48')	787		
		3 axles, 8 or 10 tires (over 7,000 lbs.)	463	5 axles (trailer over 48')	791		
		4 axles, 8 tires (up to 7,000 lbs)	464	6 axles (trailer over 48')	795		
		4 axles, 8 tires (over 7,000 lbs)	466	7 axles (trailer over 48')	799		
		4 axles, 10 or > tires (up to 7,000 lbs)	465				
		4 axles, 10 or > tires (over 7,000 lbs)	467				
2 axles, 4 tires (up to 7,000 lbs.)	200	TRUCKS		TRACTOR/MOBILE HOME COMBINATION*			
2 axles, 4 tires (over 7,000 lbs.)	202	2 axles, 4 tires (up to 7,000 lbs.)	520	3 axles	1103		
2 axles, 6 tires (up to 7,000 lbs)	201	2 axles, 4 tires (over 7,000 lbs.)	522	4 axles	1107		
2 axles, 6 tires (over 7,000 lbs)	203	2 axles, 6 tires (up to 7,000 lbs)	521	5 axles	1111		
3 axles, 6 tires (up to 7,000 lbs.)	204	2 axles, 6 tires (over 7,000 lbs)	523	6 axles	1115		
3 axles, 6 tires (over 7,000 lbs.)	206	3 axles, 6 tires (up to 7,000 lbs.)	524	7 axles	1119		
3 axles, 8 or 10 tires (up to 7,000 lbs.)	205	3 axles, 6 tires (over 7,000 lbs.)	526	8 axles	1123		
3 axles, 8 or 10 tires (over 7,000 lbs.)	207	3 axles, 8 or 10 tires (up to 7,000 lbs.)	525	9 axles	1127		
PASSENGER / CARGO VAN (Seating 1-9 passengers)		3 axles, 8 or 10 tires (over 7,000 lbs.)	527	10 axles	1131		
2 axles, 4 tires (up to 7,000 lbs.)	264	4 axles, 8 tires (up to 7,000 lbs)	528	Note: • The weight limit of 7,000 lbs noted throughout this CHART reflects the gross vehicle weight (GVW) on the vehicle registration. • Should your vehicle not conform to one of the descriptions listed contact the NC Quick Pass Customer Service Center.			
2 axles, 4 tires (over 7,000 lbs.)	266	4 axles, 8 tires (over 7,000 lbs)	530				
2 axles, 6 tires (up to 7,000 lbs)	265	4 axles, 10 or > tires (up to 7,000 lbs)	529				
2 axles, 6 tires (over 7,000 lbs)	267	4 axles, 10 or > tires (over 7,000 lbs)	531				
3 axles, 6 tires (up to 7,000 lbs.)	268	5 axles, 10 tires (up to 7,000 lbs)	532				
3 axles, 6 tires (over 7,000 lbs.)	270	5 axles, 10 tires (over 7,000 lbs)	534				
3 axles, 8 or 10 tires (up to 7,000 lbs.)	269	5 axles, 12 or > tires (up to 7,000 lbs)	533				
3 axles, 8 or 10 tires (over 7,000 lbs.)	271	5 axles, 12 or > tires (over 7,000 lbs)	535				
MINIBUS/TEAM VAN/STRETCH LIMOS (Seating 10-15 passengers)		6 axles, 12 tires (up to 7,000 lbs)	536			TANDEM TRAILER COMBINATION* (Tractor with 2 Trailers)	
2 axles, 4 tires (up to 7,000 lbs.)	328	6 axles, 12 tires (over 7,000 lbs)	538			5 axles, 2 trailers ea. (<= 28.5')	855
2 axles, 4 tires (over 7,000 lbs.)	330	6 axles, 14 or > tires (up to 7,000 lbs)	537	6 axles, 2 trailers ea. (<= 28.5')	859		
2 axles, 6 tires (up to 7,000 lbs)	329	6 axles, 14 or > tires (over 7,000 lbs)	539	7 axles, 2 trailers ea. (<= 28.5')	863		
2 axles, 6 tires (over 7,000 lbs)	331	7 axles, 14 tires (up to 7,000 lbs)	540	8 axles, 2 trailers ea. (<= 28.5')	867		
3 axles, 6 tires (up to 7,000 lbs.)	332	7 axles, 14 tires (over 7,000 lbs)	542	9 axles, 2 trailers ea. (<= 28.5')	871		
3 axles, 6 tires (over 7,000 lbs.)	334	7 axles, 16 or > tires (up to 7,000 lbs)	541	10 axles, 2 trailers ea. (<= 28.5')	875		
3 axles, 8 or 10 tires (up to 7,000 lbs.)	333	7 axles, 16 or > tires (over 7,000 lbs)	543	5 axles, 1 trailer ea. (<= 28.5')	983		
BUSES (Seating 16+ passengers)		AUTO TRANSPORTER*		6 axles, 1 trailer ea. (<= 28.5')	987		
2 axles, 4 tires (up to 7,000 lbs.)	392	3 axles (under 65')	591	7 axles, 1 trailer ea. (<= 28.5')	991		
2 axles, 4 tires (over 7,000 lbs.)	394	4 axles (under 65')	595	8 axles, 1 trailer ea. (<= 28.5')	995		
2 axles, 6 tires (up to 7,000 lbs)	393	5 axles (under 65')	599	9 axles, 1 trailer ea. (<= 28.5')	999		
2 axles, 6 tires (over 7,000 lbs)	395	6 axles (under 65')	603	10 axles, 1 trailer ea. (<= 28.5')	1003		
3 axles, 6 tires (up to 7,000 lbs.)	396	7 axles (under 65')	607	5 axles, 2 trailers ea. (>28.5')	919		
3 axles, 6 tires (over 7,000 lbs.)	398	4 axles (over 65')	659	6 axles, 2 trailers ea. (>28.5')	923		
3 axles, 8 or 10 tires (up to 7,000 lbs.)	397	5 axles (over 65')	663	7 axles, 2 trailers ea. (>28.5')	927		
3 axles, 8 or 10 tires (over 7,000 lbs.)	399	6 axles (over 65')	667	8 axles, 2 trailers ea. (>28.5')	931		
4 axles, 8 tires (up to 7,000 lbs)	400	7 axles (over 65')	671	9 axles, 2 trailers ea. (>28.5')	935		
4 axles, 8 tires (over 7,000 lbs)	402			10 axles, 2 trailers ea. (>28.5')	939		
4 axles, 10 or > tires (up to 7,000 lbs)	401						
4 axles, 10 or > tires (over 7,000 lbs)	403						

*All vehicles in this type are classified as having dual rear wheels and a Gross Vehicle Weight (GVW) greater than 7,000 lbs.

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BUSINESS ACCOUNT APPLICATION

Section 8: EXTERIOR TRANSPONDER VEHICLE LIST (Reference Part 1 & Part 2)

Part 1

An exterior transponder is **required** on the following vehicles because it is equipped with a windshield that prevents use of a windshield-mounted interior transponder.

Make	Model	Year
Bentley	Continental GT	2004-2009
Bentley	Continental Flying Spur	2006-2009
Buick	Roadmaster Wagon	ALL
Chevrolet	Lumina APV (VAN)	1990-1996
Oldsmobile	Silhouette	1990-1996
Pontiac	Transport	1990-1996
Porsche	Panamera	ALL (2010-Current)
Car Hauler with Overhead Rack		ALL

Part 2

An exterior transponder is **required** on the following vehicles **ONLY IF** equipped with the windshield feature listed below. Please contact the dealer where you purchased your vehicle if you are unsure if it has the specified type of windshield.

Make	Model	Year	Windshield Feature
Aston Martin	Vanquish	2001-2007	Heated
Aston Martin	Vantage	2003-2008	Heated
Audi	A6	1998-2003	Siglasol
Audi	A8	1998-2003	Siglasol
Buick	Road Master Sedan	1993-1996	PPG Sungate
Buick	LeSabre	1992 Only	Heated
Buick	Park Avenue	1991-1992	Heated
Cadillac	Concours	1993-1998	Heated
Cadillac	DeVille	1989-1999	Heated
Cadillac	Eldorado	1992-2002	Heated
Cadillac	Fleetwood	1989-1992	Heated
Cadillac	Fleetwood	1993-1996	PPG Sungate
Cadillac	Seville	1992-1999	Heated
Cadillac	Sixty Special	1993 ONLY	Heated
Cadillac	Touring Sedan	1992-1998	Heated
Chevrolet	Caprice	1993-1996	PPG Sungate
Chevrolet	Corvette ZR-1	1990-1995	Heated
Chevrolet	Impala	1993-1996	PPG Sungate
Ford	Crown Victoria	1988-1992	Insta-Clear
Ford	Taurus	1986-1991	Insta-Clear

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BUSINESS ACCOUNT APPLICATION

Jaguar	S-Type	2000-2004	Heated
Jaguar	VDP	1999-2004	Heated
Jaguar	XJ Series	1999-2004	Heated
Jaguar	XK Series	1999-2004	Heated
Lincoln	Continental	1988-1992	Insta-Clear
Lincoln	Town Car	1990-1992	Insta-Clear
Mazda	626	1995 ONLY	Solar Control
Mazda	929	1988-1995	Solar Control
Mercury	Grand Marquis	1988-1992	Insta-Clear
Mercury	Sable	1986-1991	Insta-Clear
Oldsmobile	Custom Cruiser-Station Wagon	1990-1996	PPG Sungate
Oldsmobile	Eighty-Eight	1992 ONLY	Heated
Oldsmobile	Ninety-Eight	1991-1995	Heated
Pontiac	Bonneville	1992 ONLY	Heated
Volvo	S80	2002-2004	Infrared Reflecting
Volvo	XC90	2002-2004	Infrared Reflecting

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**GOVERNMENT ACCOUNT APPLICATION
 POST-PAID**

Section 1: AGENCY INFORMATION

Internal Use Only	Account #:	CSR ID:	Date:
Agency Name:			
Primary Contact Last Name:		First Name:	Title:
Secondary Contact Last Name:		First Name:	Title:
Mailing Address:		Suite:	City: State: Zip Code:
Business Phone: ()	Fax Number: ()	E-Mail Address:	
Account Statement Delivery Method (select one)		Communication Delivery Method (select one)	
<input type="checkbox"/> E-Mail (Monthly-Free)	<input type="checkbox"/> View Online (On Demand-Free)	<input type="checkbox"/> U.S. Mail (Quarterly with a \$5.00 fee)	<input type="checkbox"/> E-Mail (Must enter e-mail address above) <input type="checkbox"/> U.S. Mail
Challenge Question			
Please select <u>one</u> of the following questions by placing an "x" in the space provided to the left of the question. Please provide the answer to the challenge question you selected in the space provided to the right. The challenge question is used for verification purposes when accessing your account.			
<input type="checkbox"/> What is the name of your first elementary school?	<input type="checkbox"/> What city were you born in?	Challenge Question Answer	
<input type="checkbox"/> What is your mother's maiden name?	<input type="checkbox"/> What is the name of your first pet?		
Personal Identification Number (PIN)			
You must select a four-digit PIN to access your account using the automated telephone system.			Retain for your records

Section 2: TRANSPONDER INFORMATION

Sticker	\$4.68 each	This interior transponder is a credit card size transponder that affixes to the inside of the vehicle windshield under the rear view mirror. Once installed, it cannot be removed without damage to the transponder.
Hard Case	\$18.74 each	This is an interior transponder which affixes to the inside of the vehicle windshield under the rear view mirror. This transponder attaches with the use of velcro strips.
Exterior	\$23.42 each	This exterior transponder is required for vehicles whose windshields will not allow detection of an interior transponder. The transponder affixes to the vehicle's front bumper. A complete list of vehicles that require this type of transponder is provided in Section 8.
Must include a tax exempt form with this application to get the above transponder price without sales tax.		

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**GOVERNMENT ACCOUNT APPLICATION
 POST-PAID**

Section 4: PAYMENT CALCULATIONS

Payment Calculation		Sticker	Hard Case	Exterior
Total Number of each type of Transponder (From Section 3)	(A)			
Transponder Price (*price does not include sales tax)	(B)	\$4.68	\$18.74	\$23.42
Total Due for Transponders (reference Transponder price calculation chart below)	(C)=(A) x (B)	\$	\$	\$
TOTAL DUE (the sum of C)	(D)			

*Must include a tax exempt form with this application to get the transponder price without sales tax.

Transponder Price Calculation											
STICKER				HARD CASE				EXTERIOR			
# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price	# of Transp	Price
1	\$4.68	11	\$51.48	1	\$18.74	11	\$206.14	1	\$23.42	11	\$257.62
2	\$9.36	12	\$56.16	2	\$37.48	12	\$224.88	2	\$46.84	12	\$281.04
3	\$14.04	13	\$60.84	3	\$56.22	13	\$243.62	3	\$70.26	13	\$304.46
4	\$18.72	14	\$65.52	4	\$74.96	14	\$262.36	4	\$93.68	14	\$327.88
5	\$23.40	15	\$70.20	5	\$93.70	15	\$282.10	5	\$117.10	15	\$351.30
6	\$28.08	16	\$74.88	6	\$112.44	16	\$299.84	6	\$140.52	16	\$374.72
7	\$32.76	17	\$79.56	7	\$131.18	17	\$318.58	7	\$163.94	17	\$398.14
8	\$37.44	18	\$84.24	8	\$149.92	18	\$337.32	8	\$187.36	18	\$421.56
9	\$42.12	19	\$88.92	9	\$168.66	19	\$356.06	9	\$210.78	19	\$444.98
10	\$46.80	20	\$93.60	10	\$187.40	20	\$374.80	10	\$234.20	20	\$468.40

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**GOVERNMENT ACCOUNT APPLICATION
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Section 5: PAYMENT

Part 1 – Total Payment Due

Total Payment Due **Select one:** Credit/Debit Cash/Check
From Section 4

Section 1: Credit/Debit Card

Credit Card Type: Visa Master Card Amex Discover To include a secondary credit card on your account visit www.ncquickpass.com.

Credit Card Number:

Expiration Date: / Billing Zip Code:

Print name as it appears on card: _____

I authorize NC Quick Pass to charge the credit or debit card identified on my application for the necessary charges required to open and replenish an NC Quick Pass account.

Cardholder's Signature Required: _____ **Date:** _____

Section 2: Cash/Check

Please make all checks payable to: **NC Quick Pass**

Check Number: _____ Total Amount on Check: _____ Date: _____

All cash payments must be hand delivered directly to the NC Quick Pass Customer Service Center.

Section 6: AGREEMENT TO TERMS AND CONDITIONS (Required to open account)

Completion of this application, receipt of Transponder(s), pre toll payment and signature below constitutes the AGREEMENT subject to the attached Terms and Conditions. By signing below I agree to comply with the Terms and Conditions established for the use of NC Quick Pass. I have read, understand and agree to abide by the Terms and Conditions. I agree to be responsible for all Transponder(s) listed on this account. I certify that the information provided on this application is accurate and current. I am at least 18 years of age.

_____	_____	_____	_____
Authorized Signature Required	Printed Name of Person Authorized to Sign	Title	Date

- Completed applications can be submitted to the NC Quick Pass Customer Service Center using the following methods:*
- Credit/Debit Card applicants can mail, fax or hand deliver the completed application.
 - Check applicants can mail or hand deliver the completed application.
 - Cash applicants must hand deliver the completed application.

For Office Use Only:

North Carolina Turnpike Authority Signature Approval: _____ Date: _____

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**GOVERNMENT ACCOUNT APPLICATION
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Section 7: VEHICLE REFERENCE CHART

Please select from the chart below the appropriate vehicle reference number required for your vehicle and insert the number in the column provided in Section 3 Part 1.

Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #	Type and Description of Vehicle	Vehicle Ref. #				
AUTOMOBILE / SPORT UTILITY VEHICLE		RECREATIONAL VEHICLES (RV) OR MOTOR HOME		TRACTOR TRAILER COMBINATION*					
2 axles, 4 tires (up to 7,000 lbs.)	72	2 axles, 4 tires (up to 7,000 lbs.)	456	3 axles (trailer < or = to 48')	719				
3 axles, 6 tires (up to 7,000 lbs.)	76	2 axles, 4 tires (over 7,000 lbs.)	458	4 axles (trailer < or = to 48')	723				
MOTORCYCLE		2 axles, 6 tires (up to 7,000 lbs)	457	5 axles (trailer < or = to 48')	727				
		2 axles, 6 tires (over 7,000 lbs)	459	6 axles (trailer < or = to 48')	731				
		3 axles, 6 tires (up to 7,000 lbs.)	460	7 axles (trailer < or = to 48')	735				
		3 axles, 6 tires (over 7,000 lbs.)	462	3 axles (trailer over 48')	783				
2 axles, 2 tires (up to 7,000 lbs.)	136	3 axles, 8 or 10 tires (up to 7,000 lbs.)	461	4 axles (trailer over 48')	787				
2 axles, 3 tires (includes trikes or sidecar up to 7,000 lbs)	140	3 axles, 8 or 10 tires (over 7,000 lbs.)	463	5 axles (trailer over 48')	791				
PICK-UP TRUCK		4 axles, 8 tires (up to 7,000 lbs)	464	6 axles (trailer over 48')	795				
		4 axles, 8 tires (over 7,000 lbs)	466	7 axles (trailer over 48')	799				
		4 axles, 10 or > tires (up to 7,000 lbs)	465						
		4 axles, 10 or > tires (over 7,000 lbs)	467						
2 axles, 4 tires (up to 7,000 lbs.)	200	TRUCKS		TRACTOR/MOBILE HOME COMBINATION*					
2 axles, 4 tires (over 7,000 lbs.)	202								
2 axles, 6 tires (up to 7,000 lbs)	201								
2 axles, 6 tires (over 7,000 lbs)	203								
3 axles, 6 tires (up to 7,000 lbs.)	204								
3 axles, 6 tires (over 7,000 lbs.)	206								
3 axles, 8 or 10 tires (up to 7,000 lbs.)	205								
3 axles, 8 or 10 tires (over 7,000 lbs.)	207								
PASSENGER / CARGO VAN (Seating 1-9 passengers)						2 axles, 4 tires (up to 7,000 lbs.)	520	3 axles	1103
2 axles, 4 tires (over 7,000 lbs.)	264					2 axles, 4 tires (over 7,000 lbs.)	522	4 axles	1107
2 axles, 6 tires (up to 7,000 lbs)	266	2 axles, 6 tires (up to 7,000 lbs)	521	5 axles	1111				
2 axles, 6 tires (over 7,000 lbs)	265	2 axles, 6 tires (over 7,000 lbs)	523	6 axles	1115				
3 axles, 6 tires (up to 7,000 lbs.)	267	3 axles, 6 tires (up to 7,000 lbs.)	524	7 axles	1119				
3 axles, 6 tires (over 7,000 lbs.)	268	3 axles, 6 tires (over 7,000 lbs.)	526	8 axles	1123				
3 axles, 6 tires (over 7,000 lbs.)	270	3 axles, 8 or 10 tires (up to 7,000 lbs.)	525	9 axles	1127				
3 axles, 8 or 10 tires (up to 7,000 lbs.)	269	3 axles, 8 or 10 tires (over 7,000 lbs.)	527	10 axles	1131				
3 axles, 8 or 10 tires (over 7,000 lbs.)	271	4 axles, 8 tires (up to 7,000 lbs)	528	Note: • The weight limit of 7,000 lbs noted throughout this CHART reflects the gross vehicle weight (GVW) on the vehicle registration. • Should your vehicle not conform to one of the descriptions listed contact the NC Quick Pass Customer Service Center.					
MINIBUS/TEAM VAN/STRETCH LIMOS (Seating 10-15 passengers)		4 axles, 8 tires (over 7,000 lbs)	530						
		4 axles, 10 or > tires (up to 7,000 lbs)	529						
		4 axles, 10 or > tires (over 7,000 lbs)	531						
		5 axles, 10 tires (up to 7,000 lbs)	532						
		5 axles, 10 tires (over 7,000 lbs)	534						
		5 axles, 12 or > tires (up to 7,000 lbs)	533						
		5 axles, 12 or > tires (over 7,000 lbs)	535						
		6 axles, 12 tires (up to 7,000 lbs)	536						
		6 axles, 12 tires (over 7,000 lbs)	538						
		6 axles, 14 or > tires (up to 7,000 lbs)	537	TANDEM TRAILER COMBINATION* (Tractor with 2 Trailers)					
6 axles, 14 or > tires (over 7,000 lbs)	539								
7 axles, 14 tires (up to 7,000 lbs)	540								
7 axles, 14 tires (over 7,000 lbs)	542								
7 axles, 16 or > tires (up to 7,000 lbs)	541								
7 axles, 16 or > tires (over 7,000 lbs)	543								
BUSES (Seating 16+ passengers)		AUTO TRANSPORTER*				5 axles, 2 trailers ea. (≤ 28.5')	855		
						6 axles, 2 trailers ea. (≤ 28.5')	859		
						7 axles, 2 trailers ea. (≤ 28.5')	863		
						8 axles, 2 trailers ea. (≤ 28.5')	867		
				9 axles, 2 trailers ea. (≤ 28.5')	871				
				10 axles, 2 trailers ea. (≤ 28.5')	875				
				5 axles, 1 trailer ea. (≤ 28.5')	983				
				6 axles, 1 trailer ea. (≤ 28.5')	987				
				7 axles, 1 trailer ea. (≤ 28.5')	991				
				8 axles, 1 trailer ea. (≤ 28.5')	995				
2 axles, 4 tires (up to 7,000 lbs.)	328	3 axles (under 65')	591	9 axles, 1 trailer ea. (≤ 28.5')	999				
2 axles, 4 tires (over 7,000 lbs.)	330	4 axles (under 65')	595	10 axles, 1 trailer ea. (≤ 28.5')	1003				
2 axles, 6 tires (up to 7,000 lbs)	329	5 axles (under 65')	599	5 axles, 2 trailers ea. (>28.5')	919				
2 axles, 6 tires (over 7,000 lbs)	331	6 axles (under 65')	603	6 axles, 2 trailers ea. (>28.5')	923				
3 axles, 6 tires (up to 7,000 lbs.)	332	7 axles (under 65')	607	7 axles, 2 trailers ea. (>28.5')	927				
3 axles, 6 tires (over 7,000 lbs.)	334	4 axles (over 65')	659	8 axles, 2 trailers ea. (>28.5')	931				
3 axles, 8 or 10 tires (up to 7,000 lbs.)	333	5 axles (over 65')	663	9 axles, 2 trailers ea. (>28.5')	935				
BUSES (Seating 16+ passengers)		6 axles (over 65')	667	10 axles, 2 trailers ea. (>28.5')	939				
		3 axles, 8 or 10 tires (over 7,000 lbs.)	397	7 axles (over 65')	671				
		3 axles, 8 or 10 tires (over 7,000 lbs.)	399						
		4 axles, 8 tires (up to 7,000 lbs)	400						

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4 axles, 8 tires (over 7,000 lbs)	402	*All vehicles in this type are classified as having dual rear wheels and a Gross Vehicle Weight (GVW) greater than 7,000 lbs.
4 axles, 10 or > tires (up to 7,000 lbs)	401	
4 axles, 10 or > tires (over 7,000 lbs)	403	

Section 8: EXTERIOR TRANSPONDER VEHICLE LIST (Reference Part 1 & Part 2)

Part 1

An exterior transponder is required on the following vehicles because it is equipped with a windshield that prevents use of a windshield-mounted interior transponder.

Make	Model	Year
Bentley	Continental GT	2004-2009
Bentley	Continental Flying Spur	2006-2009
Buick	Roadmaster Wagon	ALL
Chevrolet	Lumina APV (VAN)	1990-1996
Oldsmobile	Silhouette	1990-1996
Pontiac	Transport	1990-1996
Porsche	Panamera	ALL (2010-Current)
Car Hauler with Overhead Rack		ALL

Part 2

An exterior transponder is required on the following vehicles ONLY IF equipped with the windshield feature listed below. Please contact the dealer where you purchased your vehicle if you are unsure if it has the specified type of windshield.

Make	Model	Year	Windshield Feature
Aston Martin	Vanquish	2001-2007	Heated
Aston Martin	Vantage	2003-2008	Heated
Audi	A6	1998-2003	Siglasol
Audi	A8	1998-2003	Siglasol
Buick	Road Master Sedan	1993-1996	PPG Sungate
Buick	LeSabre	1992 Only	Heated
Buick	Park Avenue	1991-1992	Heated
Cadillac	Concours	1993-1998	Heated
Cadillac	DeVille	1989-1999	Heated
Cadillac	Eldorado	1992-2002	Heated
Cadillac	Fleetwood	1989-1992	Heated
Cadillac	Fleetwood	1993-1996	PPG Sungate
Cadillac	Seville	1992-1999	Heated
Cadillac	Sixty Special	1993 ONLY	Heated

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Cadillac	Touring Sedan	1992-1998	Heated
Chevrolet	Caprice	1993-1996	PPG Sungate
Chevrolet	Corvette ZR-1	1990-1995	Heated
Chevrolet	Impala	1993-1996	PPG Sungate
Ford	Crown Victoria	1988-1992	Insta-Clear
Ford	Taurus	1986-1991	Insta-Clear
Jaguar	S-Type	2000-2004	Heated
Jaguar	VDP	1999-2004	Heated
Jaguar	XJ Series	1999-2004	Heated
Jaguar	XK Series	1999-2004	Heated
Lincoln	Continental	1988-1992	Insta-Clear
Lincoln	Town Car	1990-1992	Insta-Clear
Mazda	626	1995 ONLY	Solar Control
Mazda	929	1988-1995	Solar Control
Mercury	Grand Marquis	1988-1992	Insta-Clear
Mercury	Sable	1986-1991	Insta-Clear
Oldsmobile	Custom Cruiser-Station Wagon	1990-1996	PPG Sungate
Oldsmobile	Eighty-Eight	1992 ONLY	Heated
Oldsmobile	Ninety-Eight	1991-1995	Heated
Pontiac	Bonneville	1992 ONLY	Heated
Volvo	S80	2002-2004	Infrared Reflecting
Volvo	XC90	2002-2004	Infrared Reflecting

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GOVERNMENT ACCOUNT TERMS AND CONDITIONS

These terms and conditions, together with the signed application (APPLICATION), constitute an AGREEMENT between a North Carolina Government Agency (AGENCY) and the North Carolina Turnpike Authority (AUTHORITY) relating to the use of the NC Quick Pass. Subject to this AGREEMENT, the AGENCY may use the NC Quick Pass only on North Carolina toll facilities. Please read these terms and conditions and keep them for AGENCY records. By opening a NC Quick Pass Government Account (ACCOUNT) and using the NC Quick Pass Transponder (TRANSPONDER), the AGENCY is agreeing to the following:

1 GENERAL INFORMATION

- a) Failure to comply with this AGREEMENT may result in suspension, penalties, or termination of this ACCOUNT.
- b) All Government accounts are post-paid accounts that receive monthly invoices for all transactions through first class mail. Government accounts are charged the NC Quick Pass toll rate. TRANSPONDERS must be purchased up front.
- c) Failure to pay Invoices may result in additional fees, civil penalties, suspension of motor vehicle registration renewal, and/or termination of this ACCOUNT, as provided under NC Law.
- d) The obligations or benefits of this AGREEMENT cannot be assigned to anyone other than this AGENCY.
- e) The AGENCY is responsible for monitoring and maintaining this ACCOUNT and balance activity to avoid incurring additional fees and civil penalties. The easiest and quickest way to maintain this ACCOUNT is through the NC Quick Pass website at www.ncquickpass.com.
- f) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers on North Carolina toll facilities is mandatory.
- g) It is the AGENCY's responsibility to keep ACCOUNT information current at all times. Updates can be made online, by phone, or in person at a NC Quick Pass Customer Service Center (CSC). Failure to maintain this ACCOUNT with current information may result in additional fees.
- h) The AUTHORITY may deny any APPLICATION at any time because of outstanding unpaid tolls and fees or the submission of false information.
- i) The CSC will communicate with the AGENCY based on the type of communication that was selected on this APPLICATION (mail or e-mail). The AGENCY agrees that a mailing or e-mail to the address on this APPLICATION or to an address that was subsequently provided to the AUTHORITY constitutes notice to the AGENCY of the tolls, fees or charges owed, and of any determination by the AUTHORITY of any submitted dispute.
- j) The AGENCY acknowledges and understands that drivers and vehicles may be videotaped and/or digitally photographed while they are on AUTHORITY toll facilities. The AGENCY expressly understands that the AUTHORITY toll facilities monitor the use of the TRANSPONDER for the purpose of toll collection, traffic monitoring and detecting violations of this AGREEMENT.
- k) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to the AGENCY. Advance notice is not required to be in writing and may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on the message boards along AUTHORITY toll roadways, or otherwise determined by the AUTHORITY. The AGENCY agrees to the new terms and conditions when its drivers use the TRANSPONDER after the effective date of the new terms and conditions.
- l) The invalidity of any terms and conditions of this AGREEMENT shall not affect the enforceability of any other terms and conditions of this AGREEMENT, which shall remain in full force and effect.

2 ACCOUNT INFORMATION

- a) The ACCOUNT consists of a TRANSPONDER and a post-paid invoice.
- b) The ACCOUNT information will not be disclosed to third parties without the AGENCY's consent except as permissible by North Carolina law.
- c) There is no limit as to the number of TRANSPONDERS/vehicles permitted on the ACCOUNT.
- d) Applicable tolls will be invoiced on a monthly basis to the AGENCY for use of the TRANSPONDER. The AUTHORITY may also charge the AGENCY any applicable fees. For current toll rates visit the NC Quick Pass website.
- e) ACCOUNTS that have unpaid invoices may be suspended and TRANSPONDERS deactivated. The AGENCY will receive notification of the suspension through the selected correspondence method (e-mail or mail).
- f) The AGENCY cannot open a new ACCOUNT until all unpaid balances on an existing ACCOUNT are fully paid.

3 USING THE TRANSPONDER

- a) The AGENCY is required to purchase a TRANSPONDER for each vehicle listed on the ACCOUNT. Each ACCOUNT may only have as many TRANSPONDERS as the number of vehicles listed on the ACCOUNT. The TRANSPONDERS may only be used on the vehicles listed by license plate specified on this ACCOUNT.
- b) The price of the TRANSPONDER will vary depending on the type of TRANSPONDER selected. The TRANSPONDER becomes the AGENCY's property

and responsibility. The TRANSPONDER must be purchased at the current price. Sales tax will be exempt if the AGENCY provides a tax exempt form.

- c) Refer to the NC Quick Pass website for TRANSPONDER descriptions and current pricing. Government accounts are charged the NC Quick Pass toll rate.
- d) The TRANSPONDER must be properly affixed to the vehicle based on the instructions provided when purchasing the TRANSPONDER. Only one TRANSPONDER can be mounted in a vehicle at any given time. Failure to mount the TRANSPONDER correctly may hinder toll collection and may subject the AGENCY to a fee and/or a higher toll rate.
- e) If the TRANSPONDER is not read at the toll zone, the vehicle's license plate will be photographed to identify the ACCOUNT. If more than 15% of the AGENCY's tolls are posted via license plate identification on a monthly basis, the AGENCY will be notified by mail or email that the TRANSPONDER is potentially defective and request that you bring it to a CSC for inspection.

4 LOST/STOLEN TRANSPONDER, OR SOLD VEHICLE

- a) If the TRANSPONDER is lost, if the AGENCY sells or transfers a vehicle that is registered to this ACCOUNT, or if the TRANSPONDER, and/or vehicle are stolen, the AGENCY must notify the CSC immediately. The TRANSPONDER will be deactivated immediately following notification to the CSC.
- b) The AGENCY will not be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur after the AGENCY notifies the AUTHORITY of loss or theft.
- c) The AGENCY will be liable for any incurred tolls, fees, and/or charges which occurred prior to notification of loss or theft.
- d) The AGENCY is responsible for purchasing new TRANSPONDERS at the current TRANSPONDER price. Sales tax will be exempt if the AGENCY provides a tax exempt form.

5 DAMAGED OR DEFECTIVE TRANSPONDER WARRANTY

- a) If the TRANSPONDER is damaged or defective, the AGENCY must notify the CSC immediately.
- b) Each TRANSPONDER has a two year warranty from the date it is purchased by the AGENCY.
- c) If the AUTHORITY determines that a TRANSPONDER is defective/malfunctioning during the two year period, it will be replaced at no cost to the AGENCY. The two year warranty for the new TRANSPONDER begins from the date it is replaced.
- d) A damaged TRANSPONDER is not covered under the two year warranty. Therefore, the AGENCY is responsible for purchasing a new replacement TRANSPONDER. Damage is defined as the rendering of the TRANSPONDER inoperable due to tampering, abuse, improper use, defacement, or destruction, whether accidental or intentional.

6 ACCOUNT PAYMENTS

- a) All Government ACCOUNTS are post-paid and an ACCOUNT holder must pay charges incurred by the use of the TRANSPONDER through an invoice process. Each time a TRANSPONDER is accepted as a method of payment at a toll lane or the ACCOUNT incurs a fee, the applicable amount will be charged to the ACCOUNT and will appear on an invoice.
- b) A returned check fee of \$25.00 will be charged for each check returned to the AUTHORITY unpaid by the AGENCY's bank.
- c) The Authority will permit two (2) check returns per account per year after which time the AUTHORITY will not accept check payments on the ACCOUNT.
- d) Unpaid balance due to the AUTHORITY may be turned over to a collection agency for enforcement and collection activities along with any other legal action that the AUTHORITY is authorized to pursue to recover such monies owed.

7 Account Statement

- a) Each AGENCY will be mailed or emailed an account statement any time a transponder is purchased.

8 SCHEDULE OF FEES

- a) All fees are subject to change at any time during this AGREEMENT.
- b) In accordance with G.S. § 136-89.218, administrative fees and toll charges will be billed directly to the ACCOUNT. You may only contest the imposition of charges or fees in writing or e-mail to the NC Quick Pass CSC within thirty (30) days of the date of your ACCOUNT invoice. If the charge or fee is rescinded,

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200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

GOVERNMENT ACCOUNT TERMS AND CONDITIONS

the ACCOUNT will be credited the amount of the charge or fee and will appear on your next invoice.

- c) The AUTHORITY reserves the right to assess additional fees at any time upon notification to the AGENCY.

9 TERMINATION OF AGREEMENT

- a) The AGENCY may terminate this AGREEMENT and close this ACCOUNT at any time by notifying the CSC and paying all outstanding charges and fees (if applicable). The AGENCY can request closure of this ACCOUNT through mail, e-mail or online. Once the request to close this ACCOUNT is received by the CSC, AGENCY TRANSPONDER(s) will be deactivated within one (1) business day of notification.
- b) The AUTHORITY may terminate this AGREEMENT at any time and for any reason, including inactivity.

10 COLLECTION OF EXPENSES

The AGENCY is responsible for all costs, including attorneys' fees incurred by the AUTHORITY to enforce the terms of this AGREEMENT and collect any outstanding monies due under the terms of the AGREEMENT.

11 GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County, North Carolina.

12 DISCLAIMER

- a) To the extent permitted by law, the AUTHORITY disclaims any representation of warranty, expressed or implied, relating to the TRANSPONDER. The AUTHORITY is not liable for any third party act taken by reason of your use or display of the TRANSPONDER. The AGENCY agrees to indemnify the AUTHORITY and hold it harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the TRANSPONDER.

13 INQUIRIES AND CONTACT INFORMATION

- a) Web inquiries can be accessed at: www.ncquickpass.com
- b) All correspondence and payments should be sent to:
NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560
- c) Telephone inquiries can be made to: 1-877-7MY-PASS (1-877-769-7277)
- d) Fax inquiries can be made to: 1-919-388-3279

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**NC QUICK PASS ACCOUNT TERMS & CONDITIONS
PERSONAL AND BUSINESS ACCOUNT APPLICATIONS**

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

TERMS AND CONDITIONS

These terms and conditions, together with the signed application (APPLICATION), constitute an AGREEMENT between you and the North Carolina Turnpike Authority (AUTHORITY) relating to the use of the NC Quick Pass. Subject to this AGREEMENT, you may use the NC Quick Pass on all North Carolina toll facilities and all participating agencies toll facilities. Please read these terms and conditions and keep them for your records. When you open your NC Quick Pass (ACCOUNT) and use the NC Quick Pass Transponder (TRANSPONDER), you are agreeing to the following:

1 GENERAL INFORMATION

- a) Failure to comply with this AGREEMENT may result in suspension, penalties or termination of your ACCOUNT.
- b) Failure to pay charges to your ACCOUNT may result in additional fees, civil penalties, suspension of motor vehicle registration renewal and/or termination of your ACCOUNT, as provided under North Carolina law.
- c) Tolls on NC and participating toll facilities may be disputed by completing a toll dispute form. The NC toll dispute form can be requested from the NC Quick Pass Customer Service Center (CSC) or online at the NC Quick Pass website.
- d) The obligations or benefits of this AGREEMENT cannot be assigned to anyone else.
- e) You are responsible for maintaining your ACCOUNT, for monitoring your ACCOUNT and balance activity to avoid incurring additional fees and civil penalties. The easiest and quickest way to maintain your ACCOUNT is through the NC Quick Pass website at www.ncquickpass.com.
- f) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers on North Carolina and all participating toll facilities is mandatory.
- g) It is your responsibility to keep ACCOUNT information current at all times. Updates can be made online, by phone, or in person at the NC Quick Pass CSC. Failure to maintain your ACCOUNT with current information may result in additional fees.
- h) The AUTHORITY may deny any APPLICATION at any time because of outstanding unpaid tolls and fees or the submission of false information.
- i) The CSC will communicate with you based on the type of communication you selected on your APPLICATION (mail or e-mail). You agree that correspondence sent via the selected communication method or to an address subsequently provided to the AUTHORITY constitutes official notice to you regarding your ACCOUNT.
- j) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on AUTHORITY and all participating toll facilities. You expressly understand that the AUTHORITY and other toll facilities monitor the use of the TRANSPONDER for the purpose of toll collection, traffic monitoring and detecting violations of this AGREEMENT.
- k) The AUTHORITY has entered into reciprocal agreements with participating agencies. If your transponder(s) is used at any participating toll facility, or other facility accepting electronic toll collection as a payment mechanism, you agree that all costs incurred in connection with the use of the transponder(s) will be charged to your account in the manner that you have authorized in your NC Quick Pass application and that you are responsible for all charges.
- l) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to you. Advance notice is not required to be in writing and may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along AUTHORITY toll roadways, or otherwise determined by the Authority. You agree to the new terms and conditions when you use the TRANSPONDER after the effective date of the new terms and conditions.
- m) The invalidity of any terms and conditions of this AGREEMENT shall not affect the enforceability of any other terms and conditions of this AGREEMENT, which shall remain in full force and effect.

2 ACCOUNT INFORMATION

- a) Your ACCOUNT consists of a TRANSPONDER and a pre-paid account deposit/balance.
- b) Your ACCOUNT information will not be disclosed to third parties without your consent except as permissible by North Carolina law.
- c) A Personal ACCOUNT can have no more than five (5) TRANSPONDERS/vehicles assigned to it.
- d) ACCOUNTS with six (6) or more TRANSPONDERS/vehicles are considered Business ACCOUNTS.
- e) No interest will be paid to you on balances in your ACCOUNT.
- f) Applicable tolls will be deducted from your ACCOUNT each time the TRANSPONDER is used on a NC toll facility or any participating toll facility. The AUTHORITY may also deduct from your ACCOUNT any applicable fees. For current toll rates on NC toll facilities visit the NC Quick Pass website at www.ncquickpass.com.
- g) An ACCOUNT with no toll transactions for a period of twelve (12) consecutive months will be charged one dollar (\$1.00) monthly maintenance fee until the ACCOUNT balance is depleted or until the ACCOUNT is closed. If the ACCOUNT balance is below one dollar (\$1.00), or when it reaches a zero balance, the

ACCOUNT will be closed and all TRANSPONDERS will be deactivated by the AUTHORITY. You will be notified of the ACCOUNT closure in writing through mail or e-mail.

- h) ACCOUNTS that reach a balance of negative ten dollars (-\$10.00) will be suspended and TRANSPONDERS deactivated. Any subsequent tolls will be invoiced to you at the Bill by Mail rate (refer to the NC Quick Pass website at www.ncquickpass.com for Bill by Mail toll rates), including the unpaid negative balance, until your ACCOUNT is made current. You will receive notification of the suspension through your selected communication method (mail or e-mail).
- i) You are not permitted to open new ACCOUNTS until all unpaid balances on an existing ACCOUNT are fully paid and all Bill by Mail invoices are paid in full, if applicable.

3 USING THE TRANSPONDER

- a) You are required to purchase a TRANSPONDER for each vehicle listed on the ACCOUNT. Each ACCOUNT may only have as many TRANSPONDERS as the number of vehicles listed on the ACCOUNT. You may use the TRANSPONDERS only on the vehicles listed by license plate specified on your ACCOUNT.
- b) The price of the TRANSPONDER will vary depending on the type of TRANSPONDER selected. The TRANSPONDER becomes your property and responsibility. The TRANSPONDER must be purchased at the current price plus sales tax.
- c) Refer to the NC Quick Pass website at www.ncquickpass.com for TRANSPONDER descriptions and current pricing.
- d) The TRANSPONDER must be properly affixed to your vehicle based on the instructions provided when purchasing your TRANSPONDER. Only one (1) TRANSPONDER can be mounted in a vehicle at any given time. Failure to mount the TRANSPONDER correctly may hinder toll collection and may subject you to a fee and/or a higher toll rate.
- e) If your TRANSPONDER is not read at the toll zone, your license plate will be photographed to identify your ACCOUNT. Toll charges will be posted to your ACCOUNT via license plate identification. If more than 15% of your tolls are posted via license plate identification on a monthly basis, you will be notified in writing by mail or e-mail that your TRANSPONDER is potentially defective and request that you bring it to the CSC for inspection. Any ACCOUNT in excess of 15% of postings via license plate identification per month will be charged a fee of five dollars (\$5.00) for each month this occurs.

4 TRANSPONDER RETURN/EXCHANGE

- a) Transponders may be returned to the CSC (in person or via mail) with a written request including the account number within three (3) business days of purchase for a full refund. For transponders purchased on the web, the customer has three (3) business days from post mark of the received tag kit to return the transponder. If returning a transponder via mail, the post mark date must be within the three (3) business day requirement. Proof of purchase (receipt) with the written request must be included with the return of the transponder. Transponder must be in same condition as when purchased. All refunds will be in the form of a credit to the account. If the account is closed the refund will be issued as part of the normal refund process.
- b) Transponders may be exchanged at the CSC (in person) for another type of transponder within five (5) business days of purchase. The difference in transponder cost will be determined at the time of the exchange. Credits or additional payment must take place at the time of the exchange.
- c) Sticker transponders may be returned or exchanged only if the transponder has not been affixed to the vehicle. Once the sticker has been affixed to the vehicle, it is not returnable or exchangeable.

5 LOST/STOLEN TRANSPONDER, OR SOLD VEHICLE

- a) If your TRANSPONDER is lost, if you sell a vehicle that is registered to your ACCOUNT, or if your TRANSPONDER, and/or vehicle are stolen, you must notify the CSC immediately. Your TRANSPONDER will be deactivated immediately following notification to the CSC.
- b) You will not be liable for unauthorized use, including incurred tolls, fees, and/or charges, which occur after you notify the AUTHORITY of loss or theft.
- c) You will be liable for any incurred tolls, fees, and/or charges which occurred prior to notification of loss or theft.
- d) You are responsible for purchasing new TRANSPONDERS at the current TRANSPONDER price plus sales tax.

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



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Phone: 1-877-769-7277
Fax: 1-919-388-3279

www.ncquickpass.com

TERMS AND CONDITIONS

- 6 DAMAGED OR DEFECTIVE TRANSPONDER WARRANTY**
- a) If your TRANSPONDER is damaged or defective, you must notify the CSC immediately.
 - b) Each TRANSPONDER has a two-year warranty from the date it is purchased by you.
 - c) If the AUTHORITY determines that a TRANSPONDER is defective/ malfunctioning during the two year period, it will be replaced at no cost to you. The two-year warranty for the new TRANSPONDER begins from the date it is replaced.
 - d) A damaged TRANSPONDER is not covered under the two-year warranty. Therefore you are responsible for purchasing a new replacement TRANSPONDER. Damage is defined as the rendering of the TRANSPONDER inoperable due to tampering, abuse, improper use, defacement or destruction, whether accidental or intentional.

- 7 ACCOUNT PAYMENTS AND REPLENISHMENT**
- a) All ACCOUNTS are prepaid and an ACCOUNT holder must maintain sufficient funds to cover tolls and charges incurred by the use of the TRANSPONDER. Each time a TRANSPONDER is accepted as a method of payment at a toll lane or the ACCOUNT incurs a fee, the applicable amount will be deducted from the prepaid balance of the ACCOUNT.
 - b) You agree to replenish your ACCOUNT when your ACCOUNT balance decreases to or falls below the minimum balance threshold specific to the number of TRANSPONDERS you selected. You may choose to replenish your ACCOUNT in one of the following ways:
 - I By credit card. You may authorize the AUTHORITY to charge your credit card automatically for all charges to your ACCOUNT; or you may authorize a one-time online credit card payment via the web, at the CSC, by telephone, or by mail; or
 - II By check or money order made payable to NC Quick Pass. Your payment may be sent by mail or made in person at the CSC; or by cash payment in U.S. dollars. DO NOT SEND CASH BY MAIL OR LEAVE CASH IN A DROP BOX.

- 8 ACCOUNT STATEMENTS**
- a) Monthly statements are available free of charge online. You may request automatic monthly e-mail statements.
 - b) Quarterly statements can be mailed to you at a fee of five dollars \$5.00 per statement, which is applied to your ACCOUNT.

- 9 SCHEDULE OF FEES**
- a) All fees are subject to change at any time during this AGREEMENT.
 - b) In accordance with G.S. § 136-89.218, administrative fees and toll charges will be billed directly to your ACCOUNT. You may only contest the imposition of charges or fees in writing or e-mail to the NC Quick Pass CSC within thirty (30) days of the date of your ACCOUNT statement. If the charge or fee is rescinded, your ACCOUNT will be credited the amount of the charge or fee.
 - c) The AUTHORITY reserves the right to assess additional fees at any time upon notification to you.

FEE SUMMARY	
Description	Amount
Inactive Account fee (after 12 months of no toll transactions)	\$1.00/month
Quarterly Mailed Statement fee	\$5.00/statement
Non-Sufficient Funds fee for returned checks	\$25.00/check
License plate identification toll charges on NC Quick Pass accounts in excess of 15% per month	\$5.00 per month

- 10 TERMINATION OF AGREEMENT**
- a) You may terminate this AGREEMENT and close your ACCOUNT at any time by notifying the CSC and paying all outstanding charges and fees (if applicable). You can request closure of your ACCOUNT through the mail, e-mail or online. Once the request to close your ACCOUNT is received by the CSC, your TRANSPONDER(s) will be deactivated within one (1) business day of notification.
 - b) If you replenish your ACCOUNT by credit or debit card, a refund will be issued to the card on file and the transaction will be posted on your final statement.
 - c) If you replenish your ACCOUNT by cash or check, a refund check will be mailed to the address on file.
 - d) The AUTHORITY may terminate this AGREEMENT at any time and for any reason, including inactivity.
 - e) ACCOUNT balance refunds will be issued after fourteen (14) days of the ACCOUNT closure request minus all outstanding charges and fees (if applicable).

- 11 COLLECTION OF EXPENSES**
- You are responsible for all costs, including attorneys' fees incurred by the AUTHORITY to enforce the terms of this AGREEMENT and collect any monies due under the terms of the AGREEMENT.

- 12 GOVERNING LAW**
- This AGREEMENT shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County, North Carolina.

- 13 DISCLAIMER**
- a) To the extent permitted by law, the AUTHORITY disclaims any representation of warranty, expressed or implied, relating to the TRANSPONDER. The AUTHORITY is not liable for any third party act taken by reason of your use or display of the TRANSPONDER. You agree to indemnify the AUTHORITY and hold it harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use or performance of the TRANSPONDER.
 - b) You agree to indemnify other toll facilities that accept the TRANSPONDER against all damage, loss, cost, expense, or liability that relates to the misuse or unauthorized use of your TRANSPONDER.

- 14 INQUIRIES AND CONTACT INFORMATION**
- a) Web inquiries can be accessed at: www.ncquickpass.com
 - b) All correspondence and payments should be sent to:
NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560
 - c) Telephone inquiries can be made to: 1-877-7MY-PASS (1-877-769-7277)
 - d) Fax inquiries can be made to: 1-919-388-3279

NC QUICK PASS ACCOUNT			
Account Type	Payment Type	Opening Balance and Opening Replenishment Amount	Threshold Amount (Percent of Replenishment Amount)
Personal	Cash/Check/ Money Order	\$20.00 total for first 2 Transponders \$10 for each additional Transponder (up to 5 Transponders total)	50%*
	Credit or Debit Card	\$20.00 total for first 2 Transponders \$10 for each additional Transponder (up to 5 Transponders total)	25%*
Business	Cash/Check/ Money Order	\$20.00 for each Transponder	50%*
	Credit or Debit Card	\$20.00 for each Transponder	25%*
*or a minimum of \$10			

The AUTHORITY will perform an ACCOUNT analysis on all new ACCOUNTS thirty (30) days from the date of the account opening and every ninety (90) days thereafter. If your average monthly usage within a ninety (90) day period is above or below your replenishment amount, the AUTHORITY will automatically adjust your replenishment amount to approximate one-month's level of use. You will be notified by mail or e-mail after this change is made to your replenishment amount.

- c) You may have more than one replenishment transaction within a one (1) month period based upon your usage.
- d) A returned check fee will be charged for each check returned to the AUTHORITY unpaid by your bank. (See Section 8, Schedule of Fees.)
- e) The Authority will permit two (2) check returns per account per year after which time the AUTHORITY will not accept check payments on the ACCOUNT.
- f) Unpaid balances due to the Authority may be turned over to a collection agency for enforcement and collection activities along with any other legal action that the Authority is authorized to pursue to recover such monies owed.

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REGISTERED VIDEO FLEET PACKAGE

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

FLEET ACCOUNT APPLICATION PROCESS

The North Carolina Turnpike Authority (AUTHORITY) utilizes the Registered Video Business account (ACCOUNT) type for Fleet Companies (APPLICANT) at the Bill by Mail toll rate. Eligibility for a Fleet account requires a minimum of 300 vehicles.

APPLICANT will be required to assign two contacts on the ACCOUNT. Email is the required statement and correspondence delivery method. ACCOUNT requires that the replenishment method is automatic with two forms of credit/debit card payment information. APPLICANT must maintain a current file of all vehicles listed on the ACCOUNT with the AUTHORITY.

All vehicles listed on the ACCOUNT must be officially registered to the APPLICANT. The AUTHORITY may request a copy of the vehicle registration for any vehicles listed on the ACCOUNT. Any vehicles not officially registered to the APPLICANT will be subject to immediate removal from the ACCOUNT. Unauthorized use of an ACCOUNT may also subject the ACCOUNT to suspension or permanent closure by the AUTHORITY.

The AUTHORITY may terminate an ACCOUNT at any time as a result of non-compliance or misuse of the ACCOUNT.

FLEET APPLICATION PROCESS

1. APPLICANT must register a minimum of 300 and a maximum of 30,000 vehicles on the ACCOUNT.
2. APPLICANT must complete the Registered Video Fleet application.
3. APPLICANT must submit the vehicle list in an excel file on a CD, flash drive, or through email.
4. APPLICANT must read the Fleet Account Terms and Conditions.
5. Pre-paid toll balance of \$10,500 must be rendered at the time of opening the ACCOUNT.
6. Terms and Conditions must be signed by authorized APPLICANT personnel. The signature verifies that all information provided is accurate and true and that the APPLICANT understands and agrees to the Terms & Conditions of the ACCOUNT.
7. The AUTHORITY may request vehicle registration of any and/or all vehicles submitted for Fleet status.
8. Upon the AUTHORITY's approval, the ACCOUNT will be established by the NC Quick Pass customer service center.
9. It is the APPLICANT's responsibility to maintain the ACCOUNT with updated vehicle and contact information via the NC Quick Pass website.
10. The AUTHORITY requires Fleet account holders to provide current vehicle lists on an annual basis.
11. If the applicant has any questions about this process or would like to inquire about the status of an application, they may contact Jessica Mulkey, Customer Service Liaison Specialist at jbmulkey@ncdot.gov or (919) 674-5537.

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 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

**REGISTERED VIDEO FLEET APPLICATION
 For North Carolina Toll Facility Use ONLY**

Section 1: COMPANY INFORMATION

Internal Use Only	Account #:	CSR ID:	Date:
Company Name:			
Primary Contact (Required) Last Name:		First Name:	Title:
Secondary Contact (Required) Last Name:		First Name:	Title:
Mailing Address:	Suite:	City:	State: Zip Code:
Business Phone: () ()	Fax Number: () ()	E-Mail Address:	
Account Statement and Communication Delivery Method: E-mail method is required via the above e-mail address.			
Challenge Question			
Please select <u>one</u> of the following questions by placing an "x" in the space provided to the left of the question. Please provide the answer to the challenge question you selected in the space provided to the right. The challenge question is used for verification purposes when accessing your account.			
<input type="checkbox"/> What is the name of your first elementary school?	<input type="checkbox"/> What city were you born in?	Challenge Question Answer	
<input type="checkbox"/> What is your mother's maiden name?	<input type="checkbox"/> What is the name of your first pet?		
Personal Identification Number (PIN)			
You must select a four-digit PIN to access your account using the automated telephone system.			Retain for your records

Section 2: VEHICLE INFORMATION – You are responsible for keeping account & vehicle information CURRENT at all times.

A minimum of 300 vehicles is required on the account to be considered fleet. The account may not have more than 30,000 vehicles. Please provide the required vehicle information in excel format as listed below.

Vehicle	License Plate Number	State	Year	Make	Model	Plate Type	Number of Axles 2, 3, or 4+
1.							
2.							
Total number of vehicles provided on CD: <input style="width: 40px;" type="text"/>							

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**REGISTERED VIDEO FLEET APPLICATION
For North Carolina Toll Facility Use ONLY**

Section 4: AGREEMENT TO TERMS AND CONDITIONS (Required to open account)

Completion of this application, pre toll payment and signature below constitutes the AGREEMENT subject to the attached Terms and Conditions. By signing below I agree to comply with the Terms and Conditions established for the use of NC Quick Pass. I have read, understand and agree to abide by the Terms and Conditions. I certify that the information provided on this application is accurate and current. I am at least 18 years of age.

_____	_____	_____	_____
Authorized Signature Required	Printed Name of Person Authorized to Sign	Title	Date

Completed application must be submitted in person to the NC Quick Pass Customer Service Center for approval purposes.

Please contact Jessica Mulkey, Customer Service Liaison Specialist at jbmulkey@ncdot.gov or (919) 674-5537 if you have any questions about this process or would like to inquire about the status of an application.

For Office Use Only:
North Carolina Turnpike Authority Signature Approval: _____
Date: _____

NON-REVENUE PACKAGE

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

NON-REVENUE PROCESS

The North Carolina Turnpike Authority (AUTHORITY) Non-Revenue policy allows the exemption of tolls for certain service vehicles per N.C.G.S. § 136-89.211(2). Those service organizations include law enforcement, emergency fire or rescue, or emergency medical services within the jurisdictional boundaries of the toll road. Vehicles that fit into this category and wish to utilize the toll road for responding to official situations are required to submit a Non-Revenue application for review and approval by the AUTHORITY.

All vehicles listed on the account must be officially registered to the service organization applying for the account. The AUTHORITY may request a copy of the vehicle registration for any vehicles listed on the Non-Revenue account. Any vehicles not officially registered to the service organization will be subject to immediate removal from the Non-Revenue Account and the AUTHORITY may charge the organization for any tolls incurred by these unauthorized vehicles. Unauthorized use of a Non-Revenue account may also subject the account to suspension or permanent closure by the AUTHORITY.

The AUTHORITY may deny any application if the organization is not within the parameters outlined in N.C.G.S. § 136-89.211(2). The AUTHORITY may terminate an account at any time as a result of non-compliance.

NON-REVENUE APPLICATION PROCESS AND APPROVAL

1. Service organization must complete the Non-Revenue application.
 - a. If requesting more than 15 vehicles, please submit the vehicle list in an excel file on a cd, flash drive, or through email.
2. Read the Non-Revenue Account Terms and Conditions.
3. Terms and Conditions must be signed by authorized organization personnel. The signature verifies that all information provided is accurate and true and that applicant understands and agrees to the Terms & Conditions of the account.
4. The AUTHORITY will review the application.
5. The AUTHORITY may request vehicle registration of any and/or all vehicles submitted for non-revenue status.
6. Upon the AUTHORITY's approval, the account will be established by the NC Quick Pass customer service center.
7. It is the account holder's responsibility to maintain the account with updated vehicle and contact information. Updates must be made by submitting changes via e-mail to the CSC Liaison Specialist. Non-Revenue account holders will not have access to make changes to their account via the website.
8. The AUTHORITY requires non-revenue account holders to provide current vehicle lists on an annual basis.

If the applicant has any questions about this process or would like to inquire about the status of an application, please contact Jessica Mulkey, Customer Service Liaison Specialist at jbmulkey@ncdot.gov or (919) 674-5537.

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NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



Phone: 1-877-7MY-PASS
 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

NON-REVENUE APPLICATION
For North Carolina Toll Facility Use ONLY

Section 1: AGENCY INFORMATION

Internal Use Only:	Account #:	CSR ID:	Date:
Agency Name:			
Primary Contact Last Name:	First Name:	Title:	
Secondary Contact Last Name:	First Name:	Title:	
Mailing Address:	Suite:	City:	State: Zip Code:
Business Phone: () ()	Fax Number: () ()	E-Mail Address (required):	

Account Statement and Communication Delivery Method: E-Mail method is required via the above e-mail address.

Challenge Question

Please select one of the following questions by placing an "x" in the space provided to the left of the question. Please provide the answer to the challenge question you selected in the space provided to the right. The challenge question is used for verification purposes when accessing your account.

<input type="checkbox"/> What is the name of your first elementary school?	<input type="checkbox"/> What city were you born in?	Challenge Question Answer
<input type="checkbox"/> What is your mother's maiden name?	<input type="checkbox"/> What is the name of your first pet?	

Personal Identification Number (PIN)

You must select a four-digit PIN to access your account using the automated telephone system.					Retain for your records
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Section 2: VEHICLE INFORMATION
 The Agency is responsible for keeping account and vehicle information **CURRENT** at all times.

Vehicle	License Plate Number	State	Year	Make	Model	Number of Axles
1.						
2.						
3.						
4.						
5.						

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 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560



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 Phone: 1-877-769-7277
 Fax: 1-919-388-3279

NON-REVENUE APPLICATION
For North Carolina Toll Facility Use ONLY

Section 2: VEHICLE INFORMATION
 The Agency is responsible for keeping account and vehicle information **CURRENT** at all times.

Vehicle	License Plate Number	State	Year	Make	Model	Number of Axles
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

Total Number of vehicles:

*Please attach a separate page for more than 15 vehicles.

Section 3: AGREEMENT TO TERMS AND CONDITIONS (Required to open account)

Completion of this application and signature below constitutes the AGREEMENT subject to the attached Terms and Conditions. By signing below I agree to comply with the Terms and Conditions established for the use of NC Quick Pass. I have read, understand and agree to abide by the Terms and Conditions. I certify that the information provided on this application is accurate and current. I am at least 18 years of age.

Applicant's Signature Required: _____ **Date:** _____

Completed application must be submitted in person to the NC Quick Pass Customer Service Center for approval purposes.

For Office Use Only:
North Carolina Turnpike Authority Signature Approval: _____ Date: _____

NC Quick Pass Customer Service Center
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560



www.ncquickpass.com

Phone: 1-877-7MY-PASS
Phone: 1-877-769-7277
Fax: 1-919-388-3279

**TERMS AND CONDITIONS
NON REVENUE ACCOUNTS**

These terms and conditions, together with the signed application (APPLICATION), constitute an AGREEMENT between you and the North Carolina Turnpike Authority (AUTHORITY) relating to the establishment of a **Non Revenue account (ACCOUNT)**. Subject to this AGREEMENT, you may use the vehicles registered on the ACCOUNT ONLY on North Carolina toll facilities. Please read these terms and conditions and keep them for your records. When you open your ACCOUNT you are agreeing to the following:

1 GENERAL INFORMATION

- a) Failure to comply with this AGREEMENT may result in suspension, penalties or termination of your ACCOUNT.
- b) Your ACCOUNT is only valid in North Carolina.
- c) Compliance with all applicable traffic laws, regulations, signs, signals and directions of AUTHORITY employees, agents and law enforcement officers on North Carolina toll facilities is mandatory.
- d) It is your responsibility to keep ACCOUNT information and vehicles current at all times. Updates must be made by submitting changes via e-mail to the CSC Liaison Specialist. Non-Revenue account holders will not have access to make changes to their account via the website. Failure to maintain your ACCOUNT with current information may result in receiving a bill by mail invoice.
- e) All vehicles registered to this ACCOUNT must be officially licensed to your agency. Any vehicles listed on this ACCOUNT that are not officially licensed to your agency will be subject to immediate removal. This occurrence may also subject your ACCOUNT for suspension or permanent closure.
- f) The AUTHORITY may deny any APPLICATION at any time because of non compliance with these terms and conditions or the submission of false information.
- g) The CSC will communicate with you through e-mail. You agree that correspondence sent via the e-mail address subsequently provided to the AUTHORITY constitutes official notice to you regarding your ACCOUNT.
- h) You acknowledge and understand that you and your vehicle may be videotaped and/or digitally photographed while you are on AUTHORITY toll facilities.
- i) The AUTHORITY reserves the right to change the terms and conditions of this AGREEMENT at any time by providing advance notice to you. Advance notice is not required to be in writing and may be given through any means, including, but not limited to, advertising such notice in the media, posting such notice on message boards along AUTHORITY toll roadways, or otherwise determined by the Authority. You agree to the new terms and conditions when you travel on a North Carolina toll facility after the effective date of the new terms and conditions.
- j) The invalidity of any terms and conditions of this AGREEMENT shall not affect the enforceability of any other terms and conditions of this AGREEMENT, which shall remain in full force and effect.

2 ACCOUNT INFORMATION

- a) Your ACCOUNT consists of registering your vehicle(s) that will use the ACCOUNT.
- b) Your ACCOUNT information will not be disclosed to third parties without your consent except as permissible by North Carolina law.
- c) Your ACCOUNT can have an unlimited number of registered license plates assigned to it. However, please refer to item "e" above.
- d) An ACCOUNT with no toll transactions for a period of twelve (12) consecutive months will be closed automatically.

3 ACCOUNT STATEMENTS

- a) Monthly statements will be automatically e-mailed to the e-mail address on file. The toll rate on the statement will reflect a \$0.00 charge.

4 TERMINATION OF AGREEMENT

- a) You may terminate this AGREEMENT and close your ACCOUNT at any time by notifying the customer service center in writing. You can request closure of your ACCOUNT through the mail or e-mail.
- b) The AUTHORITY may terminate this AGREEMENT at any time and for any reason, including inactivity.

5 COLLECTION OF EXPENSES

You are responsible for all costs, including attorneys' fees incurred by the AUTHORITY to enforce the terms of this AGREEMENT and collect any monies due under the terms of the AGREEMENT.

6 GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue shall lie in Wake County, North Carolina.

7 INQUIRIES AND CONTACT INFORMATION

- a) Web inquiries can be accessed at: www.ncquickpass.com
- b) All correspondence should be sent to:
NC Quick Pass Customer Service Center
Attn: CSC Liaison Specialist
200 Sorrell Grove Church Road, Suite A
Morrisville, NC 27560
- c) Telephone inquiries can be made to: 1-877-7MY-PASS (1-877-769-7277)
- d) Fax inquiries can be made to: 1-919-388-3279

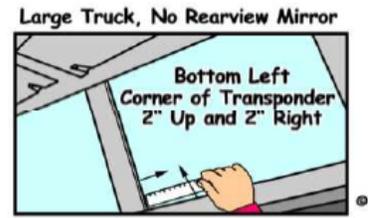
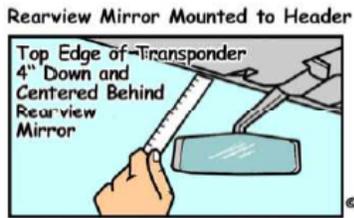
20120214

**MOUNTING INSTRUCTIONS
STICKER & HARD CASE TRANSPONDERS**

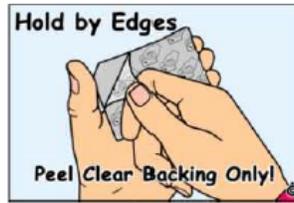
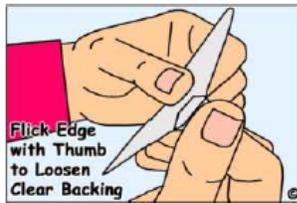


Sticker Transponder Mounting Instructions

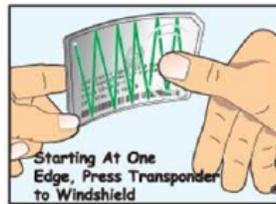
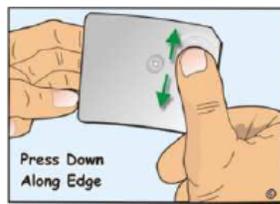
1. Install the transponder when the windshield's temperature is above 50°F (10°C).
2. Clean and dry the interior windshield surface.
3. Choose the best installation location based on one of the three illustrated options below.



4. Peel off clear backing.



5. Press down at one edge and rub in a zigzag motion. Be sure to rub over the transponder's chip to remove as much air as possible.



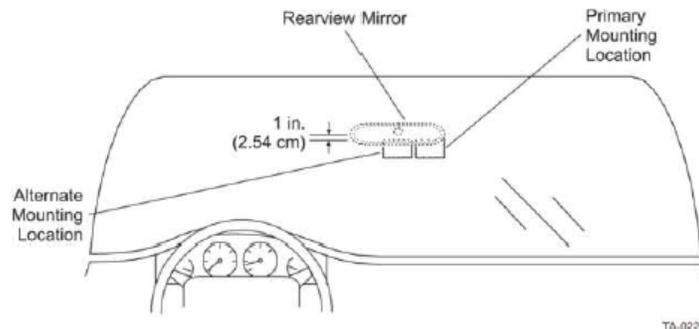
6. Once installed, the transponder cannot be removed without damage to the transponder.
7. Below is an image of a correctly installed NC Quick Pass sticker transponder:



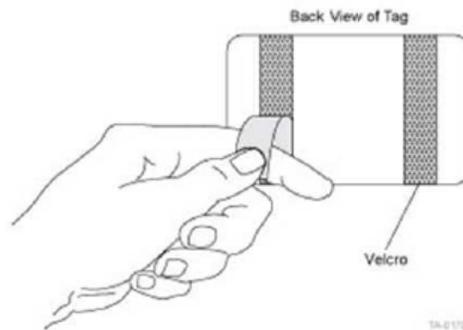


Hard Case Transponder Mounting Instructions

1. Install the transponder when the windshield's temperature is at least 68°F (20°C).
2. Clean and dry the interior windshield surface.
3. The interior location for your transponder should be mounted approximately 1 inch below the rearview mirror post.



4. Leave the Velcro attached to the transponder and peel back the protective tape off of the Velcro.



5. Mount the transponder on the windshield so that the arrows on the front label point up.
6. Press the transponder against the windshield and hold for 10 seconds.
7. Below is an image of a correctly installed NC Quick Pass hard case transponder:

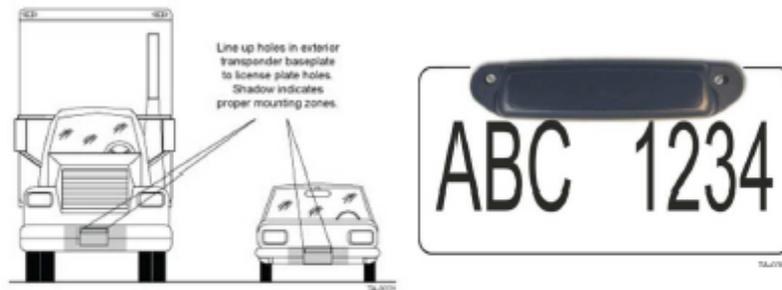


**MOUNTING INSTRUCTIONS
EXTERIOR FRONT BUMPER TRANSPONDERS**



Exterior Front Bumper Transponder Mounting Instructions

1. Remove the screws from the front license plate mounting bracket.
2. Position the transponder so that it is within 18 inches (46 cm) of the center of the front bumper as shown by the shaded area in the figure below.



3. Hold the transponder so that the mounting holes are to the top of the front bumper.
4. Fasten the transponder over the top area of the vehicle's license plate mounting bracket.
5. Below is an image of a correctly installed NC Quick Pass Exterior Front Bumper transponder:



Note: If your vehicle does not have a front license plate mounting bracket and you need additional instructions, or you have a vehicle that requires a front bumper mounted license plate, please call the NC Quick Pass Customer Service Center at (877) 7MT-PASS for more information.

20110929

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Bill By Mail w Processing Fee Invoice 5

Bill By Mail with Civil Penalty Invoice 8

FIRST BILL BY MAIL INVOICE



You would have saved \$1.57 as a NC Quick Pass transponder customer. Sign up today at www.ncquickpass.com and start saving.



BILL BY MAIL	
Invoice Date:	01/12/2013
Invoice Number:	[REDACTED]
Invoice Posting Period:	12/28/12 to 01/11/13
Summary of Activity	
Total Amount Due	Due Date
\$4.51	02/11/13

The vehicle(s) registered to you has been utilizing a North Carolina toll facility. Unpaid transactions and license plate images of each vehicle registered to you that utilized a North Carolina toll facility are provided.

**All Phases of the Triangle Expressway are open and now accepting E-ZPass.
NC Quick Pass hard case transponders now accepted on E-ZPass facilities.**

License Plate Images of Vehicle Registered to You (Please Note: Images may also appear on subsequent pages if necessary.)

Toll Transactions

License Plate/ Transponder	State	Vehicle Class	Transaction Date	Transaction Time	Posting Date	Toll Zone	Location Description	Amount
[REDACTED]	NC	1	12/21/12	16:21:18	12/28/12	540 S	of Green Rd N	\$1.00
[REDACTED]	NC	1	01/03/13	09:00:47	01/08/13	NC540	NB off Old US1	\$1.26
[REDACTED]	NC	1	01/03/13	09:04:54	01/04/13	540 N	of Green Rd N	\$1.00
[REDACTED]	NC	1	01/03/13	09:08:48	01/04/13	NC540	NB TO NC147 NB	\$1.25
Total Tolls								\$4.51

For additional charges, payment options, dispute procedures, and failure to pay penalties, please see the reverse side of this letter.

Use the www.ncquickpass.com website for the easiest and quickest way to pay your invoice.
Or complete and return this portion with your payment to the NC Quick Pass Customer Service Center.

Please select type of payment below.

- Visa
 Discover
- Master Card
 American Express
- Check
 Money Order

Make checks payable to NC Quick Pass and include the invoice number on the face of the check.

Credit Card Number: _____
 Expiration Date: _____
 Amount Paid: \$ _____
 Cardholder: _____
 Date: _____
 Signature: _____



Invoice Number: [REDACTED]

**NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560**

Phone: 1-877-7MY-PASS (1-877-769-7277)
 Fax: (919) 388-3279

Vehicle Classification		
Class 1 - 2 Axle Vehicles	Class 2 - 3 Axle Vehicles	Class 3 - 4 or more Axle Vehicles

NC Quick Pass provides four convenient ways for you to submit your payment:

Website: Access the NC Quick Pass website at www.ncquickpass.com (Invoice Number is required).

By Phone: Call the NC Quick Pass Customer Service Center at 1-877-7MY-PASS (1-877-769-7277) and follow the menu options. (Invoice Number is required)

Store Front Location(s): You may obtain our store front hours and location(s) by visiting our website or calling the NC Quick Pass Customer Service Center.

Mail: Complete the payment form attached and mail it with your payment to the NC Quick Pass Customer Service Center. PLEASE DO NOT SEND CASH.

Failure to Pay: Failure to pay this invoice by the date listed will result in escalation that will include a processing fee of \$6.00 added to the total invoice. If this invoice remains unpaid it may escalate further to include civil penalties and potentially a vehicle registration hold or submittal to a collection agency as authorized under North Carolina General Statute § 136-89.215-217.

Disputing a Toll: You have 30 days from the date of this invoice to dispute any or all tolls listed under the New Toll Transaction Section of this invoice. You must complete and submit to the NC Quick Pass Customer Service Center a request for Informal Review form. This form is available on the NC Quick Pass website or at the Customer Service Center. If the written request is not received within 30 days of the date of this invoice, you waive your right to a review and are required to pay this invoice in full. Any tolls that are not disputed must be paid within 30 days of this invoice.

BILL BY MAIL WITH PROCESSING FEE INVOICE



BILL BY MAIL					
Invoice Date:	02/07/2013				
Invoice Number:	[REDACTED]				
Invoice Posting Period:	01/03/13 to 02/06/13				
Summary of Activity					
Previous Invoice Amount	New Tolls	Other Charges	Payments and Adjustments	Total Amount Due	Due Date
\$2.50	\$0.00	\$6.00	\$0.00	\$8.50	03/09/13

*Please note: Amount due does not include payments received after the date of this invoice.



Payments and Adjustments

Invoice Period	Invoice Number	Description	Date	Amount
Total Payments & Adjustments				\$0.00

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All Phases of the Triangle Expressway are open and now accepting E-ZPass.

NC Quick Pass hard case transponders now accepted on E-ZPass facilities.

License Plate Images of Vehicle Registered to You (Please Note: Images may also appear on subsequent pages if necessary.)

New Toll Transactions

License Plate/Transponder	State	Vehicle Class	Transaction Date	Transaction Time	Posting Date	Toll Zone	Location Description	Amount
Total Tolls								\$0.00

Other Charges

Date Applied	Invoice Number	Description	Amount
02/07/13	1126151179	Processing Fee for 1118188979	\$6.00
Total Other Charges			\$6.00

For additional charges, payment options, dispute procedures, and failure to pay penalties, please see the reverse side of this letter.

Use the www.ncquickpass.com website for the easiest and quickest way to pay your invoice.
Or complete and return this portion with your payment to the NC Quick Pass Customer Service Center.

Please select type of payment below.

- Visa
 Discover
- Master Card
 American Express
- Check
 Money Order

Make checks payable to NC Quick Pass and include the invoice number on the face of the check.

Credit Card Number: _____
 Expiration Date: _____
 Amount Paid: \$ _____
 Cardholder: _____
 Date: _____
 Signature: _____



Invoice Number: [REDACTED]

**NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560**

Phone: 1-877-7MY-PASS (1-877-769-7277)
 Fax: (919) 388-3279

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BILL BY MAIL WITH CIVIL PENALTY INVOICE



BILL BY MAIL					
Invoice Date:		02/11/2013			
Invoice Number:		[REDACTED]			
Invoice Posting Period:		01/07/13 to 02/10/13			
Summary of Activity					
Previous Invoice Amount	New Tolls	Other Charges	Payments and Adjustments	Total Amount Due	Due Date
\$84.04	\$0.00	\$25.00	\$0.00	\$109.04	03/13/13

*Please note: Amount due does not include payments received after the date of this invoice.



Your vehicle registration may be placed on HOLD for past due balance.

Payments and Adjustments

Invoice Period	Invoice Number	Description	Date	Amount
Total Payments & Adjustments				\$0.00

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**All Phases of the Triangle Expressway are open and now accepting E-ZPass.
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New Toll Transactions

License Plate/Transponder	State	Vehicle Class	Transaction Date	Transaction Time	Posting Date	Toll Zone	Location Description	Amount
Total Tolls								\$0.00

Other Charges

Date Applied	Invoice Number	Description	Amount
02/11/13	1127368579	Civil Penalty for 1105304807	\$25.00
Total Other Charges			\$25.00

For additional charges, payment options, dispute procedures, and failure to pay penalties, please see the reverse side of this letter.

Use the www.ncquickpass.com website for the easiest and quickest way to pay your invoice. Or complete and return this portion with your payment to the NC Quick Pass Customer Service Center.

Please select type of payment below.

- Visa
 Discover
- Master Card
 American Express
- Check
 Money Order

Make checks payable to NC Quick Pass and include the invoice number on the face of the check.

Credit Card Number: _____
 Expiration Date: _____
 Amount Paid: \$ _____
 Cardholder: _____
 Date: _____
 Signature: _____



Invoice Number: [REDACTED]

**NC Quick Pass Customer Service Center
 200 Sorrell Grove Church Road, Suite A
 Morrisville, NC 27560**

Phone: 1-877-7MY-PASS (1-877-769-7277)
 Fax: (919) 388-3279

Vehicle Classification		
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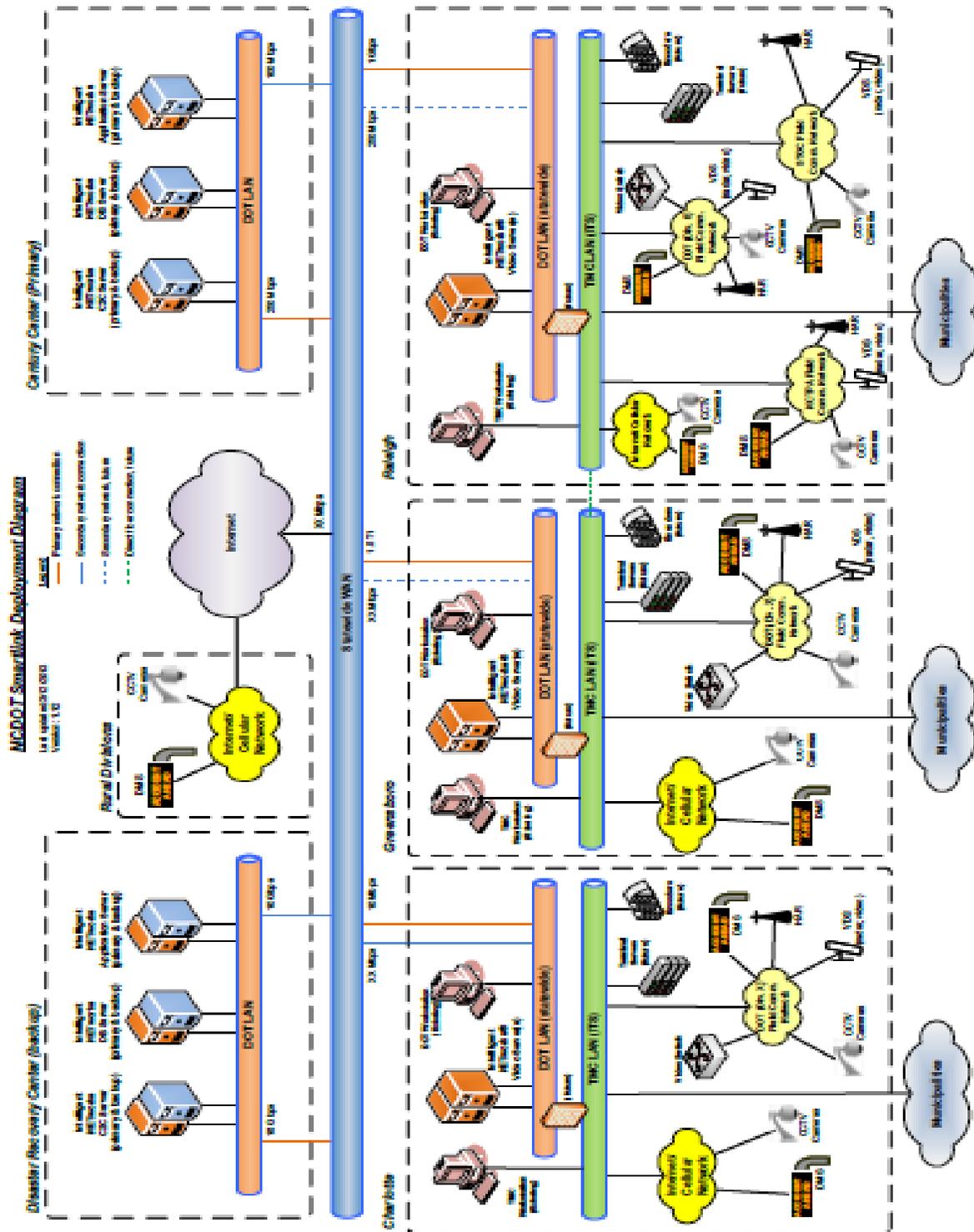
NCDOT Smartlink Deployment Diagram 2

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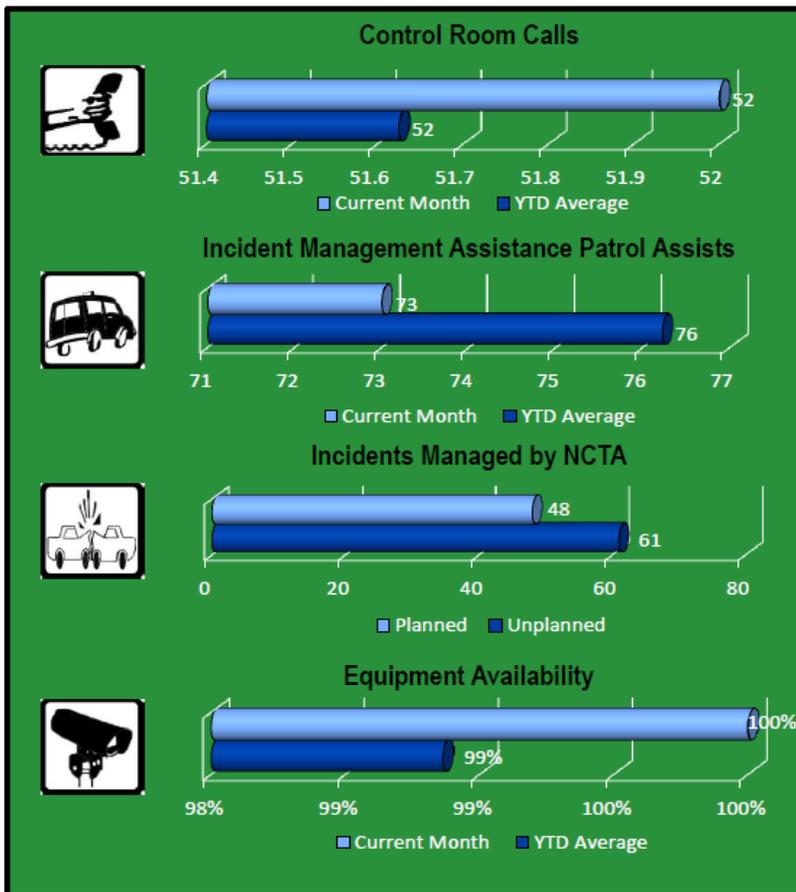
NCTA Traffic Management Center Operations Report – February 2013 16



DEVICE INVENTORY SUMMARY							
Device Type	# of Devices	Device Type	# of Devices	Device Type	# of Devices	Device Type	# of Devices
Division 1		Division 4		Division 6		Division 11	
CCTV	23	CCTV	31	CCTV	36	DMS	5
DD	1	CMS	21	DMS	20	HAR	1
DMS	1	DD	21	Total	56	Total	6
HAR	1	DMS	19	Division 7		Division 12	
Total	26	HAR	3	CCTV	108	CCTV	14
Division 2		RWIS	1	DMS	30	DMS	4
CCTV	26	Total	96	Total	138	Total	18
DMS	6	Division 5		Division 8		Division 13	
HAR	2	CCTV	123	No Permanent		CCTV	5
Total	34	DD	53	Devices		DD	14
Division 3		DMS	45	Division 9		DMS	7
CCTV	30	HAR	2	CCTV	38	HAR	1
DMS	9	RLS	3	DMS	26	Total	27
Total	39	Total	226	Total	64	Division 14	
				Division 10		CCTV	4
				CCTV	106	DMS	8
				DMS	37	HAR	2
				Total	143	PCMS	1
						Total	15

DEVICE	TOTAL	DEVICE	TOTAL	DEVICE	TOTAL	DEVICE	TOTAL
CCTV	544	DMS	217	PCMS	1	RWIS	1
DD	89	HAR	12	RLS	3		

North Carolina Turnpike Authority (NCTA)



December 2012 Operations Report

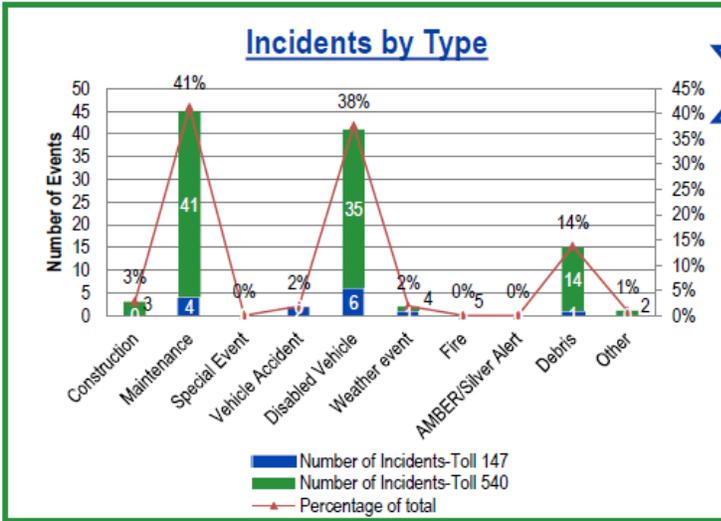
- The third phase of the Triangle Expressway opened to traffic on December 20.
- Increases in categories such as number of DMS messages posted and number of violations worked by SHP can be explained by the Phase 3 opening.

Brian Purvis
 Manager of Roadway Operations

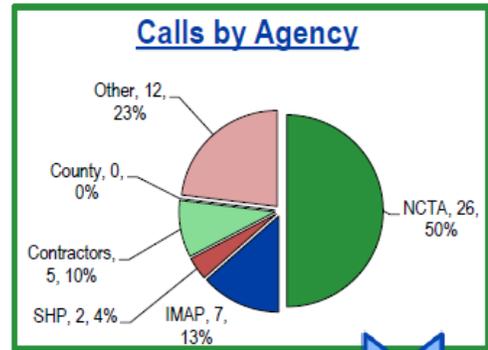
North Carolina Turnpike Authority
 Transportation Management Center
 1636 Gold Star Road
 Raleigh, NC 27607
 919-825-2700

Control Room Activity

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December 2012

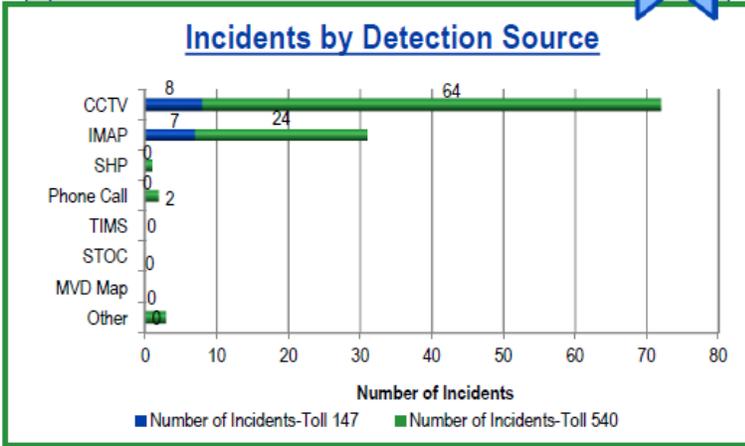


This month, Control Room Operators logged 109 incidents along Toll Roads 147 and 540. The top incident categories are shown in the chart and the "Other" category includes any event that doesn't fall within one of the categories, such as, "Media" or "System Problem."



Control Room Operators rely on various sources to detect events that occur along Toll Roads 147 and 540. When an incident is detected, the Operator is required to note which detection source was used. This not only ensures that the incident was detected by a reliable source, but also provides insight as to which sources are utilized most frequently.

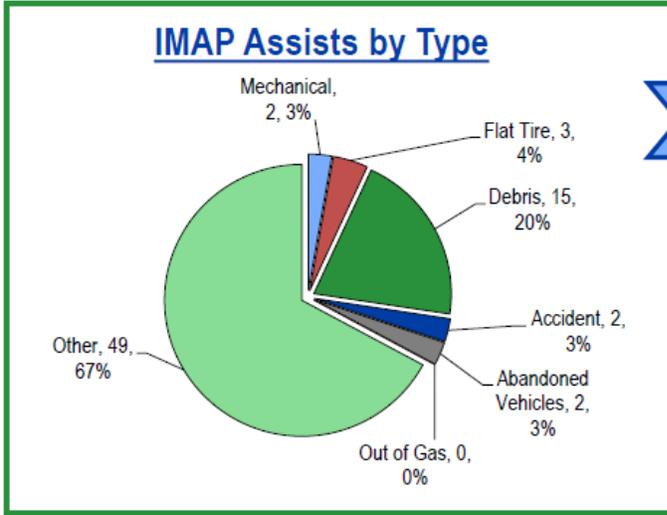
Control Room Operators managed 52 calls this month. More than half of those calls were between the Control Room and the North Carolina Turnpike Authority (NCTA). The "Other" category includes Fire, Media, Special Event Venues and the City of Raleigh.



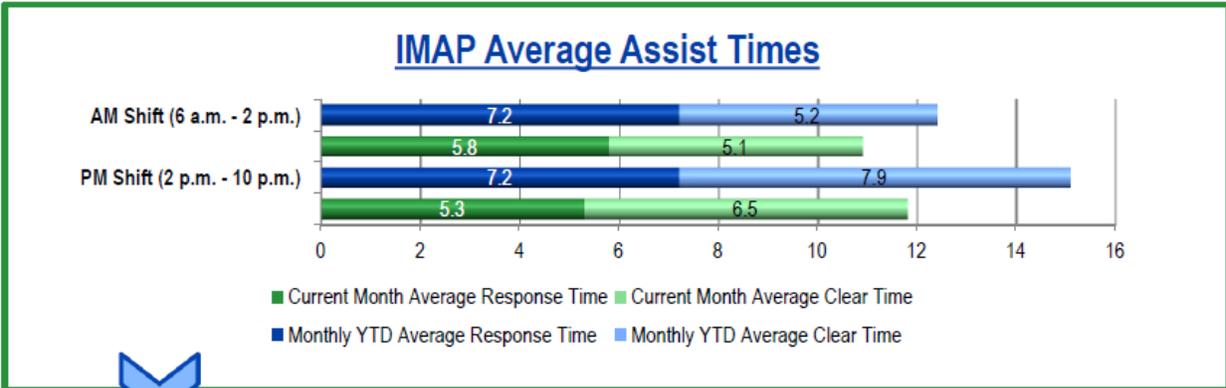
There were 442 unique messages displayed throughout the Dynamic Message Signs (DMS) system this month. This increase from 353 messages a month ago can be attributed from the number of DMS's on the Triangle Expressway increasing from 6 to 10 with the opening of Phase 3.



Incident Management Assistance Patrol



The Incident Management Assistance Patrol (IMAP) assists with stranded motorists and incident clearance, thereby maintaining the flow of traffic along the roadway. IMAP Drivers patrol the North Carolina Turnpike Authority (NCTA) Triangle Expressway as well as other major North Carolina Department of Transportation (NCDOT) freeways. This month IMAP had a total of **73** assists. The majority of the assists this month were related to debris. The "Other" category includes Traffic Control, Assist Other Unit, Secured Load, Called for Assistance, Directions, Transported, Unable to Locate and No Assistance.



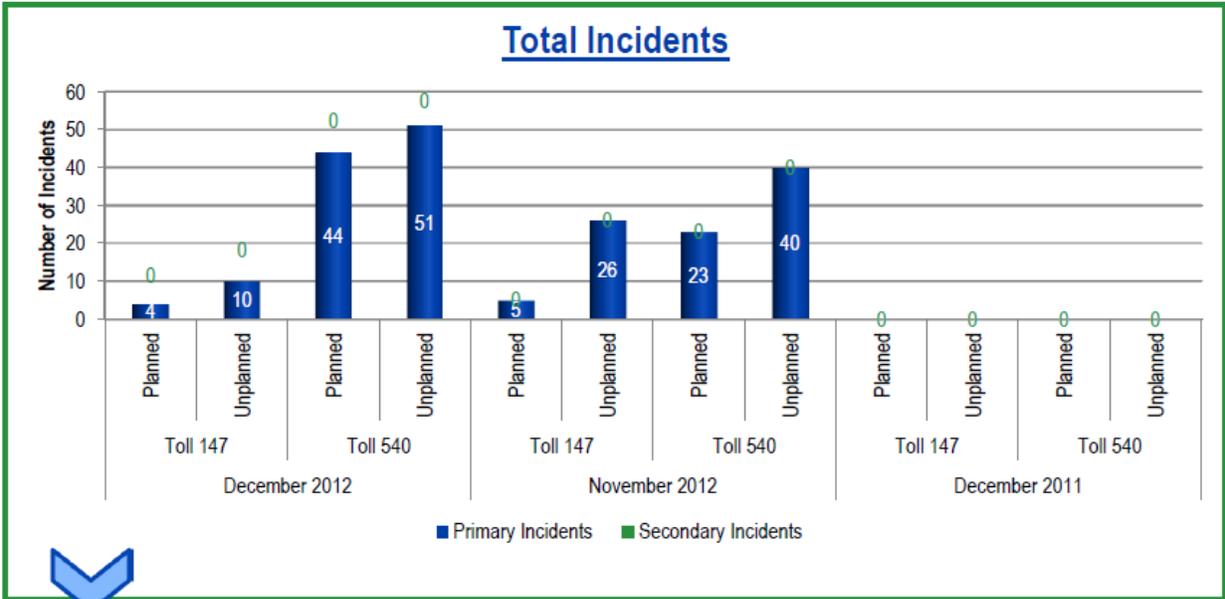
The response and clear times for all IMAP assists are logged by IMAP and provided to the NCTA. The average response and clear times for the current month are compared to the monthly year to date averages. Shift response times may differ due to the number of Drivers on duty and their coverage areas.

State Highway Patrol Activity

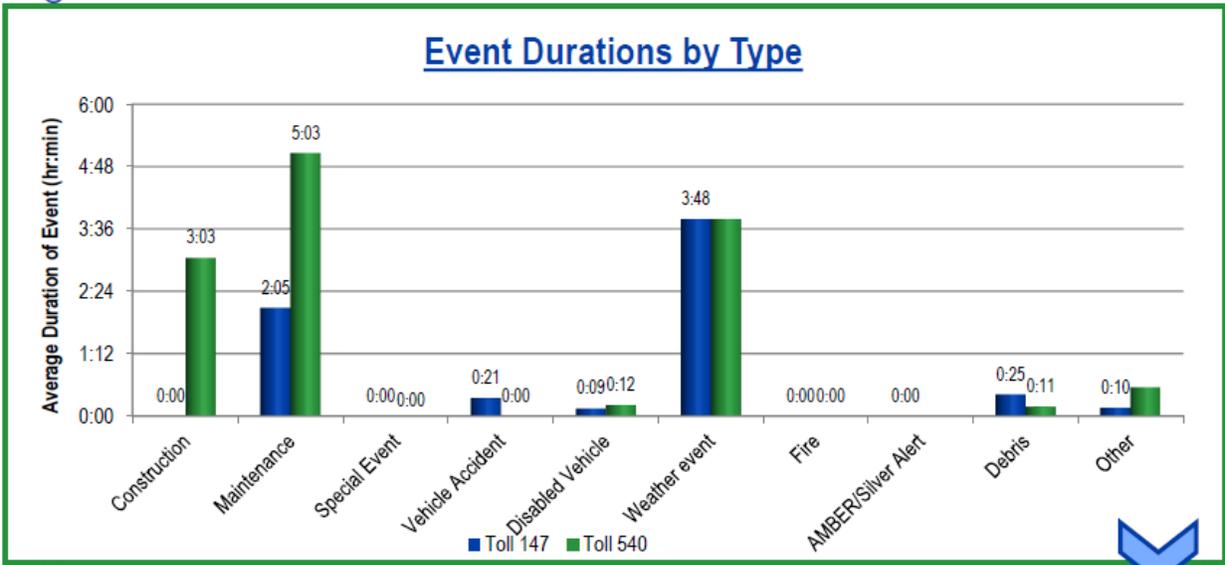
Crashes Investigated	4
Total Charges (Violations)	159
Total Warnings Issued	124

The State Highway Patrol (SHP) assists with crash investigations and patrols Toll Roads 147 and 540 for violations to aide in motorist safety.

Incident Management

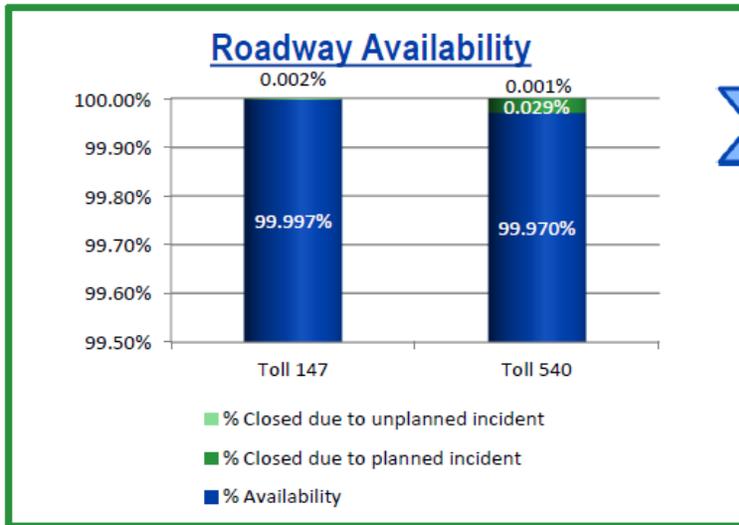
Page 4 of 7
December 2012


There were a total of **109** incidents this month, **0%** of which were secondary incidents. An incident is any situation on either Toll 147 or 540 that causes a disruption in the flow of traffic. These can be planned, as in roadway maintenance, construction or special event, or unplanned, as in an accident. A secondary incident is one that is a direct result of a primary event.

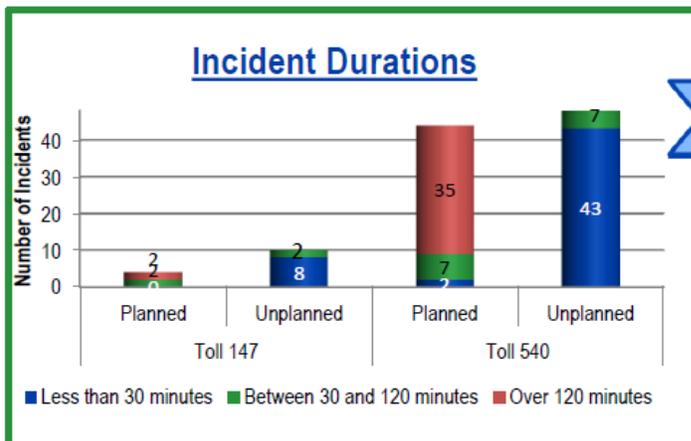


Of the **109** total incidents that were logged on Toll Roads 147 and 540 over the past month, the longest average duration of an incident occurred for **Maintenance** on 540.

Incident Management

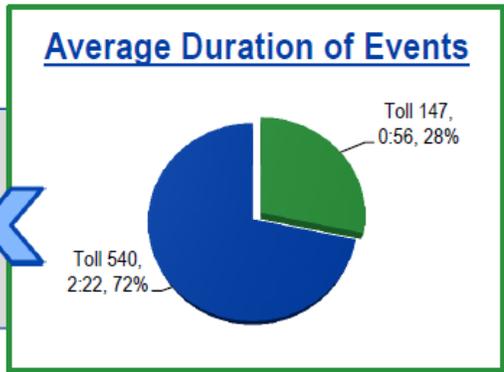


During the past month, Toll Roads 147 and 540 had a combined average of over **99.9%** availability. 100% availability occurs when all lanes of the roadway, for the entire length of the roadway, are open with no construction, accident, debris or maintenance blocking any lane or portion of any lane.



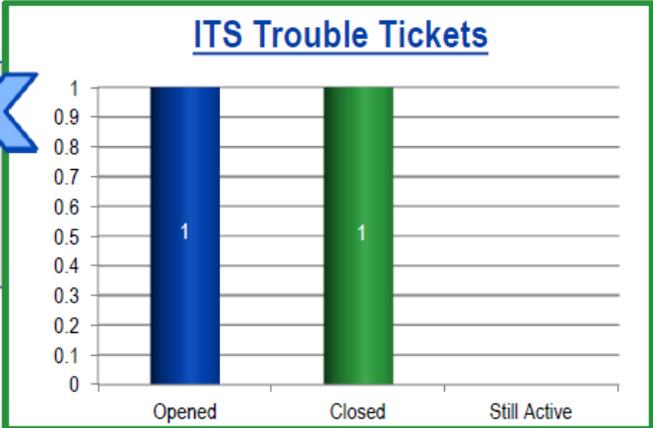
An incident duration is the time it takes to clear an incident, with traffic returning to normal conditions, once the incident has been detected. Out of the total **196** planned or unplanned incidents on both Toll Roads 147 and 540, **38** exceeded more than 2 hours.

Based on the average duration of incidents over the past month on Toll Roads 147 and 540, the incidents on 147 took an average of 23 more minutes to clear than the incidents on 540.



ITS Field Maintenance Page 6 of 7
December 2012

Trouble tickets are opened whenever the Intelligent Transportation System (ITS) equipment is not working properly. At the end of the month the amount of tickets that have been opened, closed and are still active are calculated.

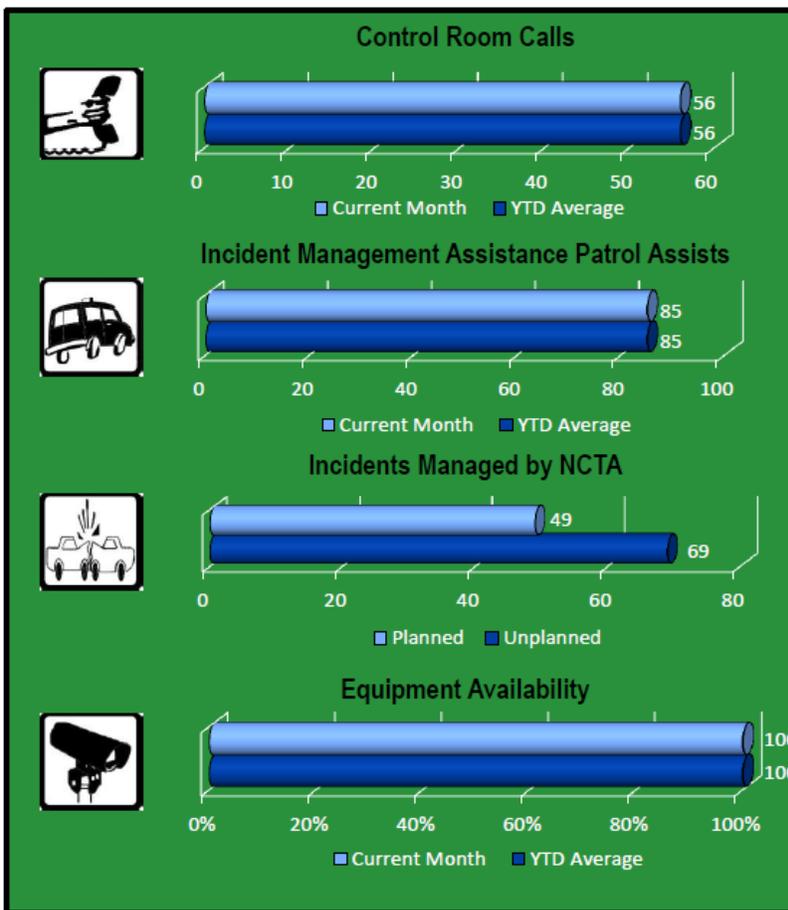


“Responsive” maintenance is that in which a field technician is assigned to complete a trouble ticket regarding non-operational equipment. “Preventive” maintenance is that in which the technicians perform routine cleaning, testing and calibrating of equipment to lessen the chances of the equipment failing in the future.

The equipment availability of Dynamic Message Signs (DMS), Closed Circuit Television (CCTV) cameras and detectors are tracked each month. Available equipment are those devices having no open trouble tickets.



North Carolina Turnpike Authority (NCTA)



January 2013

Operations Report

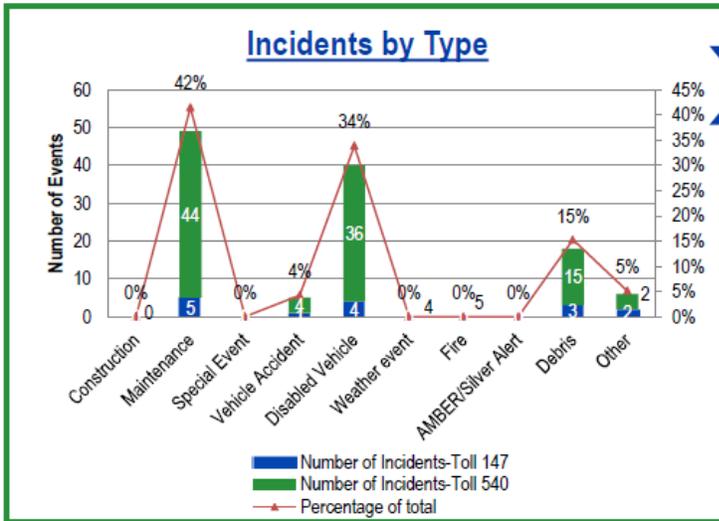
- Multiple factors contributed to the number of DMS messages in January being so great. This was the first reporting period that all 10 DMS's were available to the TMC for an entire calendar month. The winter storm on January 25 and the wind advisory on January 30 were also contributing factors.
- TMC Operators reviewed 29,046 toll images during the month of January.



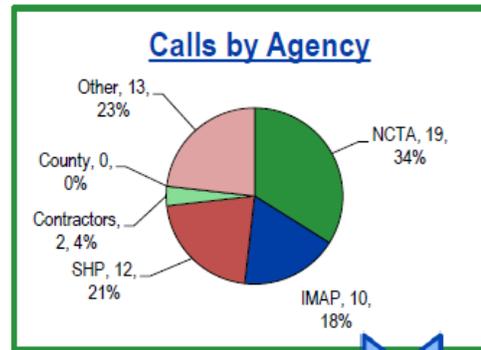
Brian Purvis
 Manager of Roadway Operations

North Carolina Turnpike Authority
 Transportation Management
 Center
 1636 Gold Star Road
 Raleigh, NC 27607
 919-825-2700

Control Room Activity

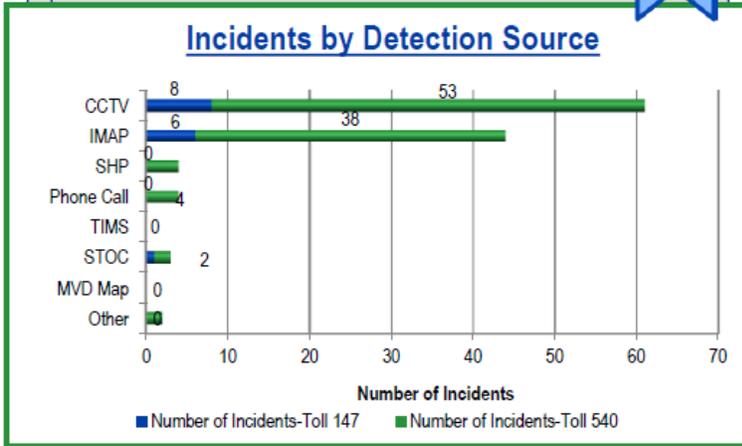


This month, Control Room Operators logged **118** incidents along Toll Roads 147 and 540. The top incident categories are shown in the chart and the "Other" category includes any event that doesn't fall within one of the categories, such as, "Media" or "System Problem."



Control Room Operators rely on various sources to detect events that occur along Toll Roads 147 and 540. When an incident is detected, the Operator is required to note which detection source was used. This not only ensures that the incident was detected by a reliable source, but also provides insight as to which sources are utilized most frequently.

Control Room Operators managed **56** calls this month. More than half of those calls were between the Control Room and the **North Carolina Turnpike Authority (NCTA)**. The "Other" category includes Fire, Media, Special Event Venues and the City of Raleigh.

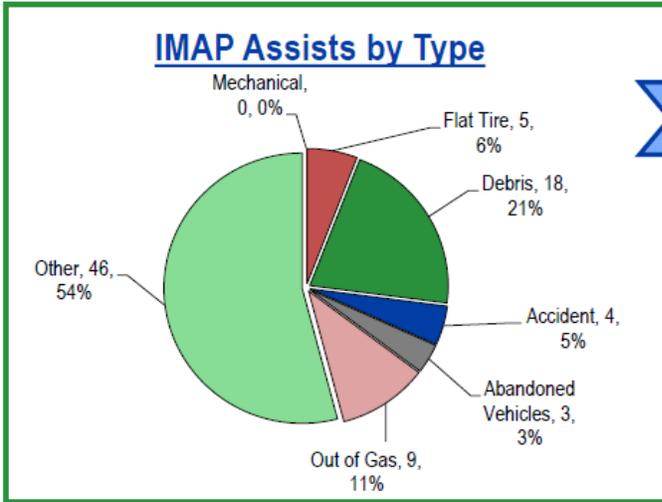


There were **563** unique messages displayed throughout the Dynamic Message Signs (DMS) system this month. A "unique message" may pertain to an incident, AMBER/Silver Alert, construction or special event message.

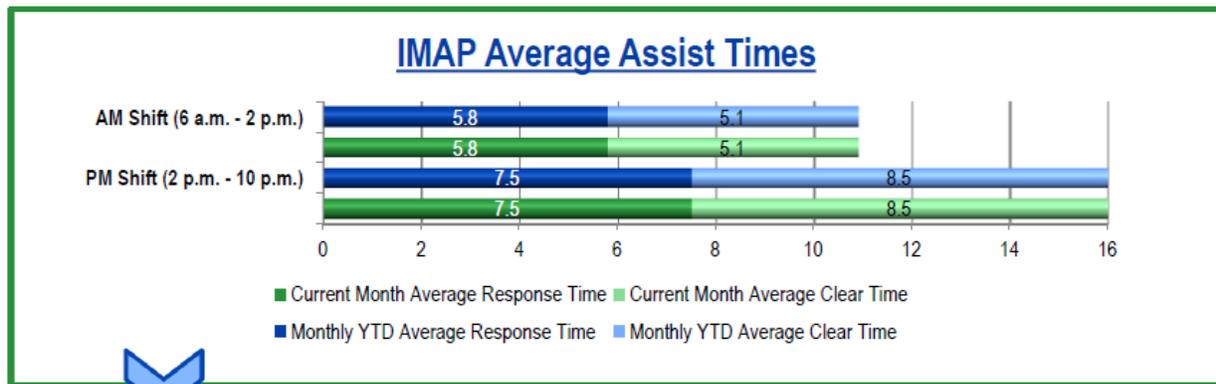


Incident Management Assistance Patrol

Page 3 of 6
January 2013



The Incident Management Assistance Patrol (IMAP) assists with stranded motorists and incident clearance, thereby maintaining the flow of traffic along the roadway. IMAP Drivers patrol the North Carolina Turnpike Authority (NCTA) Triangle Expressway as well as other major North Carolina Department of Transportation (NCDOT) freeways. This month IMAP had a total of **85** assists. The majority of the assists this month were related to debris. The "Other" category includes Traffic Control, Assist Other Unit, Secured Load, Called for Assistance, Directions, Transported, Unable to Locate and No Assistance.



The response and clear times for all IMAP assists are logged by IMAP and provided to the NCTA. The average response and clear times for the current month are compared to the monthly year to date averages. Shift response times may differ due to the number of Drivers on duty and their coverage areas.

The State Highway Patrol (SHP) assists with crash investigations and patrols Toll Roads 147 and 540 for violations to aide in motorist safety.

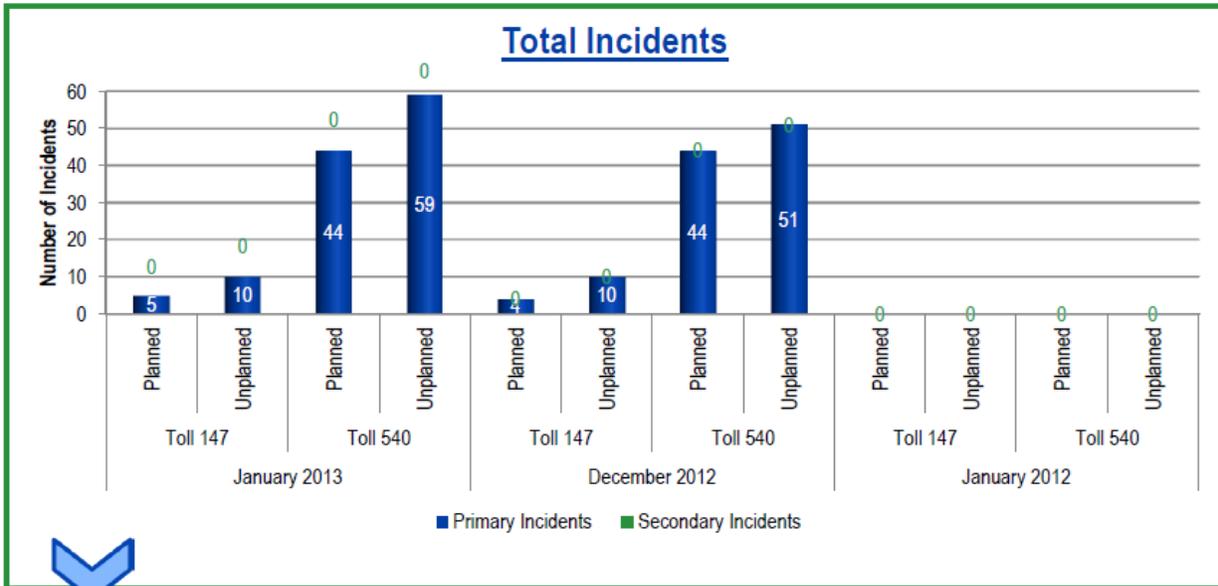
State Highway Patrol Activity

Crashes Investigated	5
Total Charges (Violations)	155
Total Warnings Issued	125

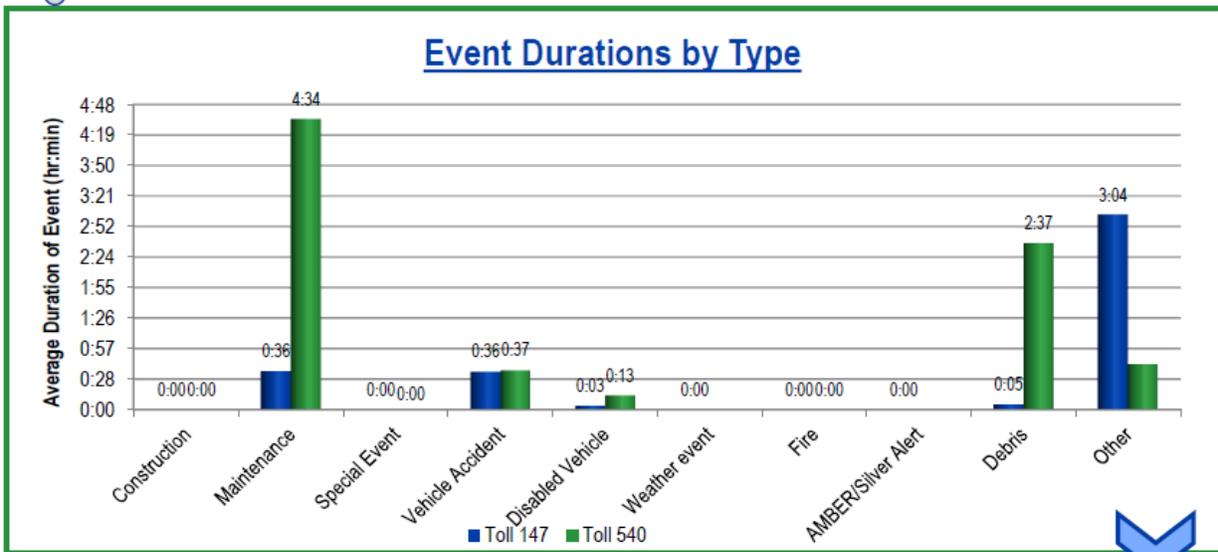
Incident Management

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January 2013

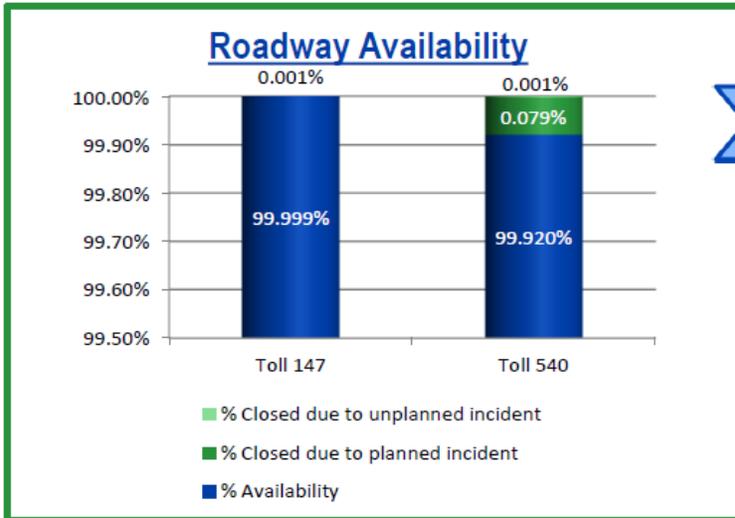


There were a total of **118** incidents this month, **0%** of which were secondary incidents. An incident is any situation on either Toll 147 or 540 that causes a disruption in the flow of traffic. These can be planned, as in roadway maintenance, construction or special event, or unplanned, as in an accident. A secondary incident is one that is a direct result of a primary event.

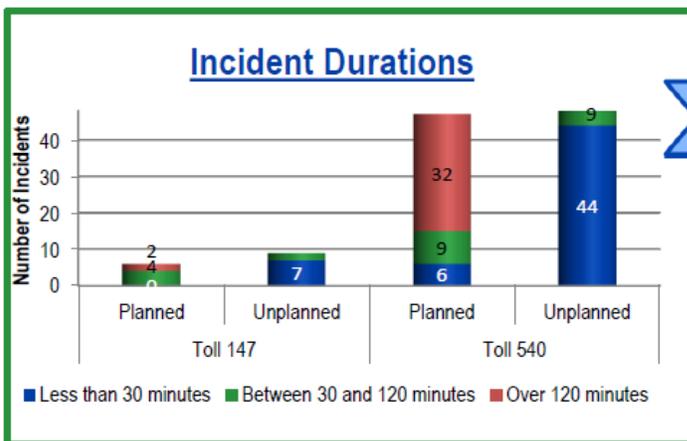


Of the **118** total incidents that were logged on Toll Roads 147 and 540 over the past month, the longest average duration of an incident occurred for **Maintenance** on 540.

Incident Management

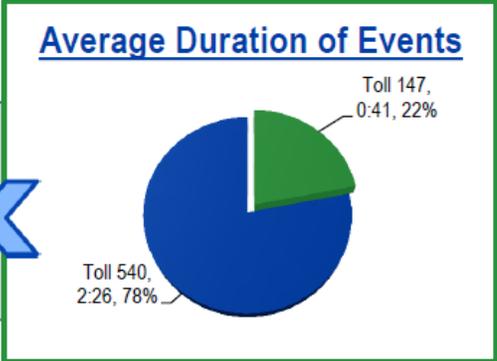


During the past month, Toll Roads 147 and 540 had a combined average of over **99.9%** availability. 100% availability occurs when all lanes of the roadway, for the entire length of the roadway, are open with no construction, accident, debris or maintenance blocking any lane or portion of any lane.



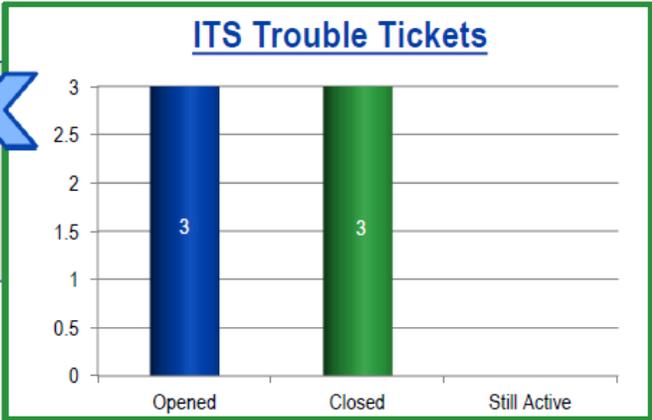
An incident duration is the time it takes to clear an incident, with traffic returning to normal conditions, once the incident has been detected. Out of the total **118** planned or unplanned incidents on both Toll Roads 147 and 540, **38** exceeded more than 2 hours.

Based on the average duration of incidents over the past month on Toll Roads 147 and 540, the incidents on 147 took an average of 23 more minutes to clear than the incidents on 540.



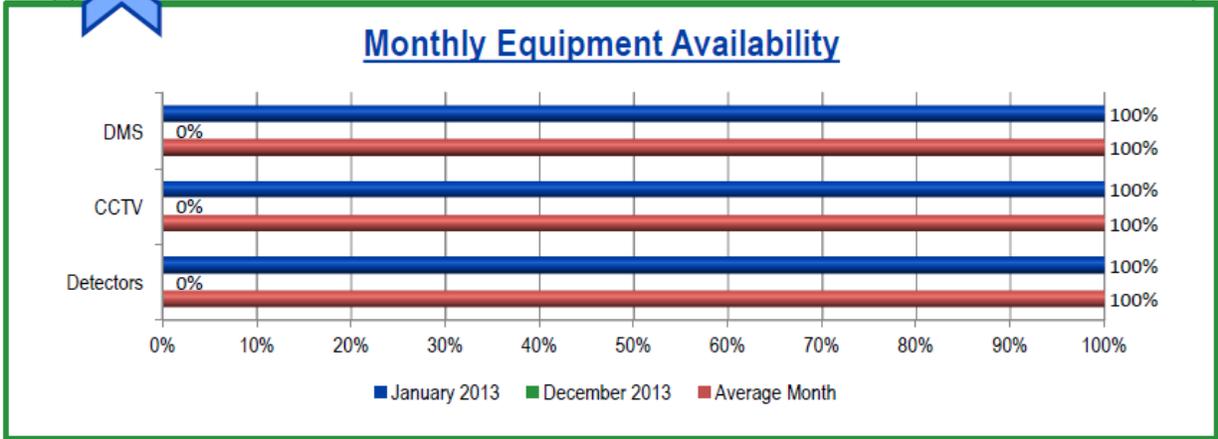
ITS Field Maintenance Page 6 of 6
January 2013

Trouble tickets are opened whenever the Intelligent Transportation System (ITS) equipment is not working properly. At the end of the month the amount of tickets that have been opened, closed and are still active are calculated.



"Responsive" maintenance is that in which a field technician is assigned to complete a trouble ticket regarding non-operational equipment. "Preventive" maintenance is that in which the technicians perform routine cleaning, testing and calibrating of equipment to lessen the chances of the equipment failing in the future.

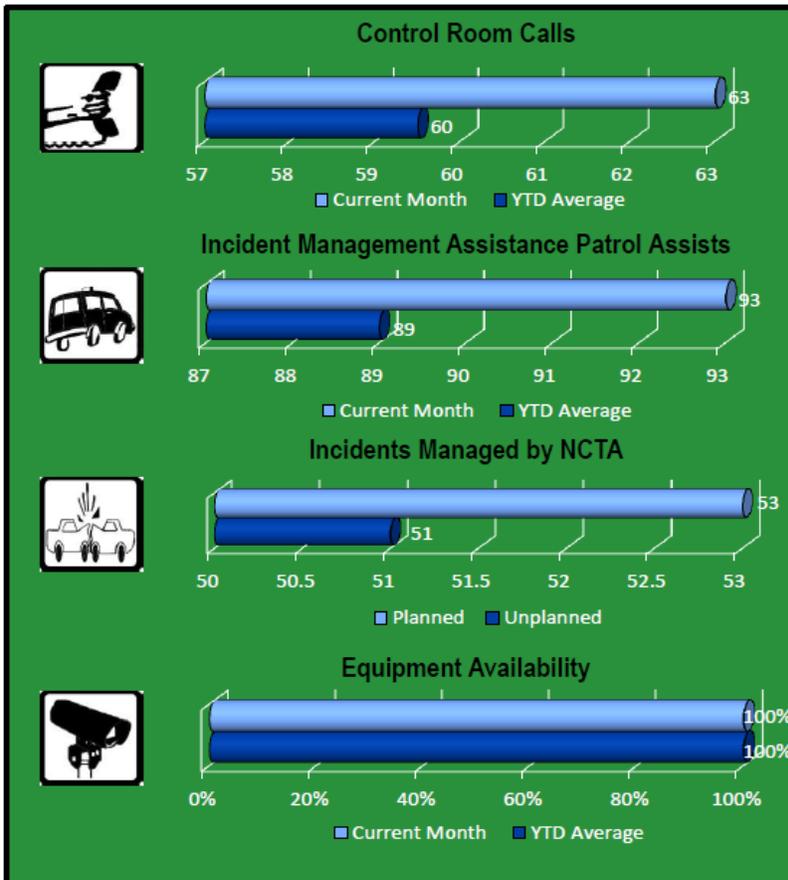
The equipment availability of Dynamic Message Signs (DMS), Closed Circuit Television (CCTV) cameras and detectors are tracked each month. Available equipment are those devices having no open trouble tickets.



Compiled for:
NORTH CAROLINA
Turnpike Authority

Compiled by:
URS

North Carolina Turnpike Authority (NCTA)



February 2013 Operations Report

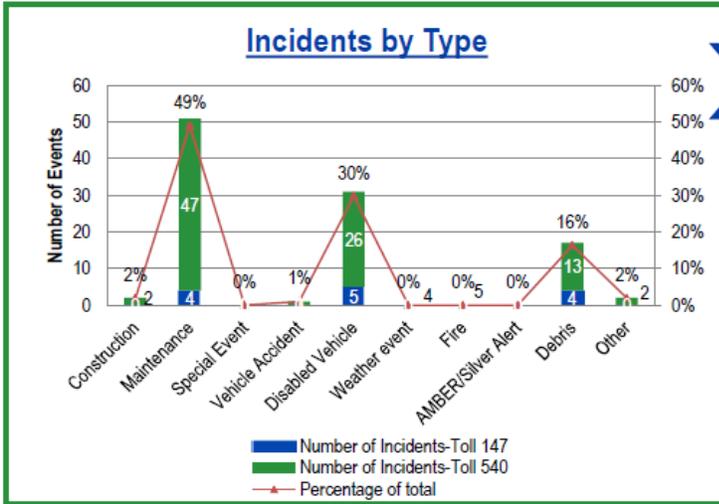
- This report marks the first time that metrics covering the Roadway Weather Information System (RWIS) and image reviews performed by NCTA TMC Control Room Operators have been included in the monthly Operations Report.



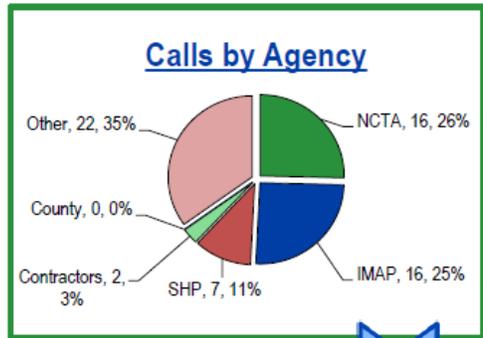
Brian Purvis
 Manager of Roadway Operations

North Carolina Turnpike Authority
 Transportation Management Center
 1636 Gold Star Road
 Raleigh, NC 27607
 919-825-2700

Control Room Activity

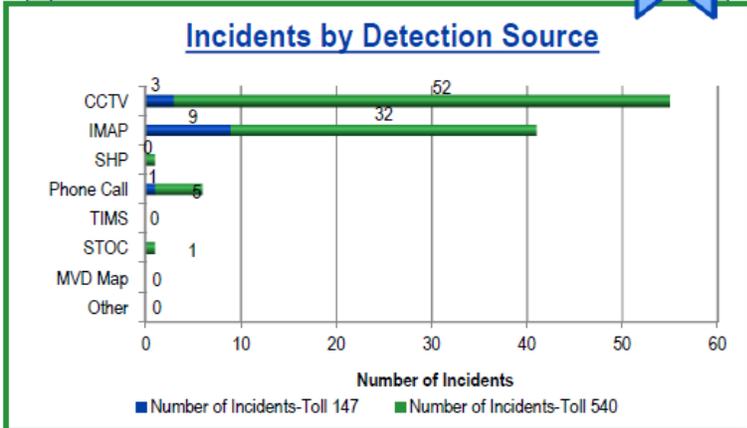


This month, Control Room Operators logged **104** incidents along Toll Roads 147 and 540. The top incident categories are shown in the chart and the "Other" category includes any event that doesn't fall within one of the categories, such as, "Media" or "System Problem."



Control Room Operators rely on various sources to detect events that occur along Toll Roads 147 and 540. When an incident is detected, the Operator is required to note which detection source was used. This not only ensures that the incident was detected by a reliable source, but also provides insight as to which sources are utilized most frequently.

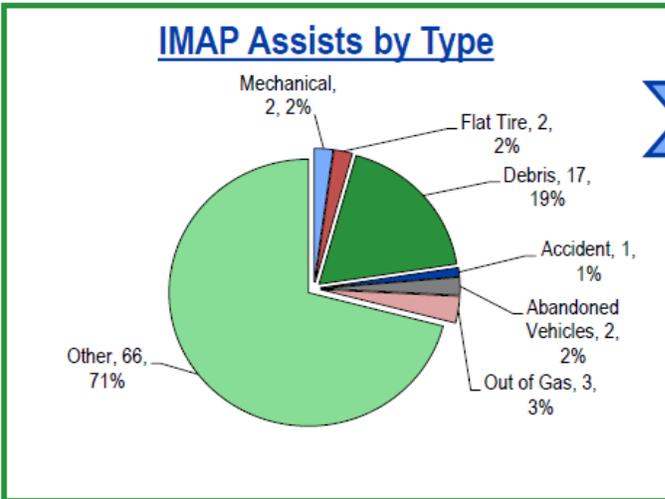
Control Room Operators managed **63** calls this month. More than half of those calls were between the Control Room and the **North Carolina Turnpike Authority (NCTA)**. The "Other" category includes Fire, Media, Special Event Venues and the City of Raleigh.



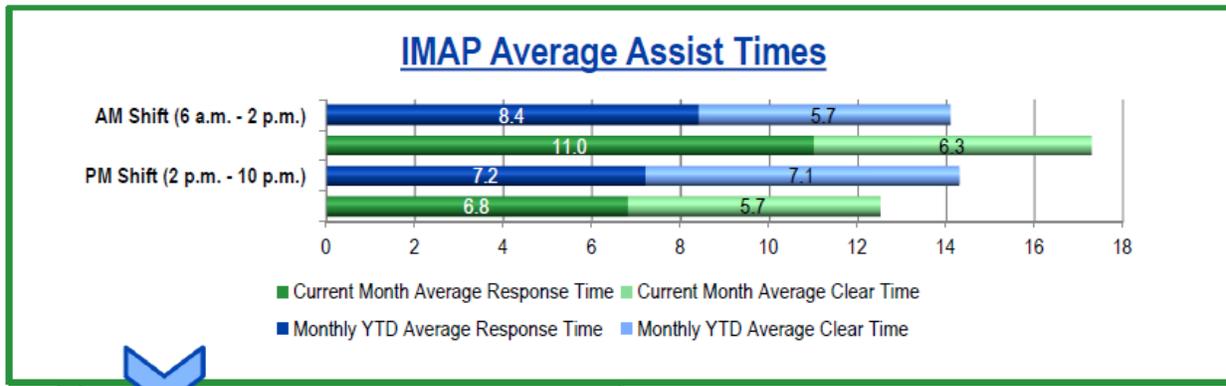
There were **339** unique messages displayed throughout the Dynamic Message Signs (DMS) system this month. A "unique message" may pertain to an incident, AMBER/Silver Alert, construction or special event message.



Incident Management Assistance Patrol



The Incident Management Assistance Patrol (IMAP) assists with stranded motorists and incident clearance, thereby maintaining the flow of traffic along the roadway. IMAP Drivers patrol the North Carolina Turnpike Authority (NCTA) Triangle Expressway as well as other major North Carolina Department of Transportation (NCDOT) freeways. This month IMAP had a total of **93** assists. The majority of the assists this month were related to debris. The "Other" category includes Traffic Control, Assist Other Unit, Secured Load, Called for Assistance, Directions, Transported, Unable to Locate and No Assistance.



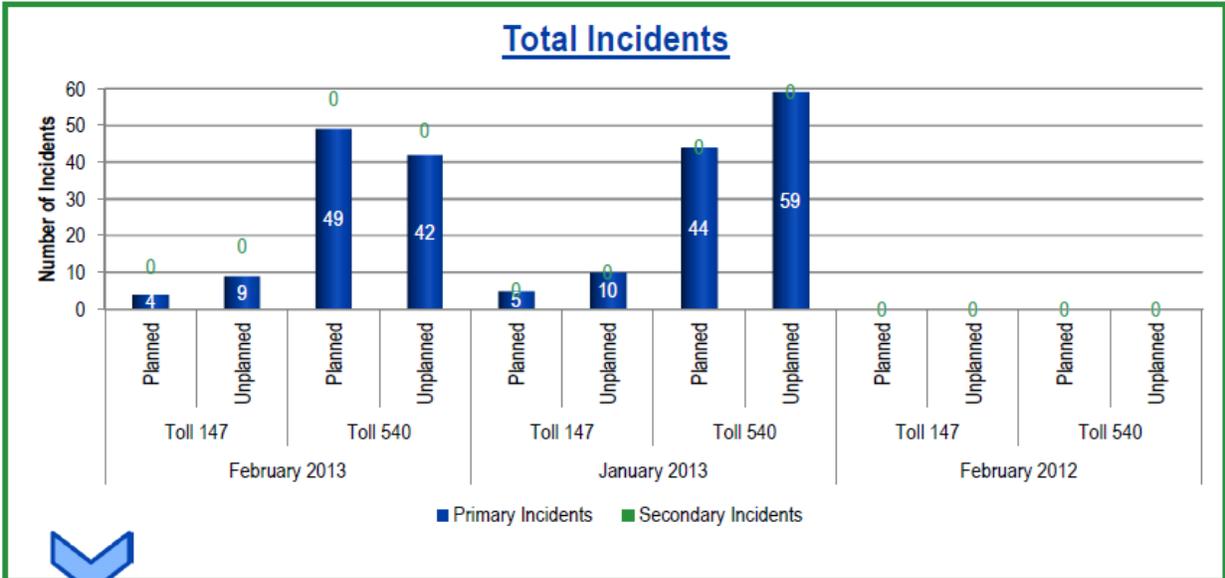
The response and clear times for all IMAP assists are logged by IMAP and provided to the NCTA. The average response and clear times for the current month are compared to the monthly year to date averages. Shift response times may differ due to the number of Drivers on duty and their coverage areas.

State Highway Patrol Activity

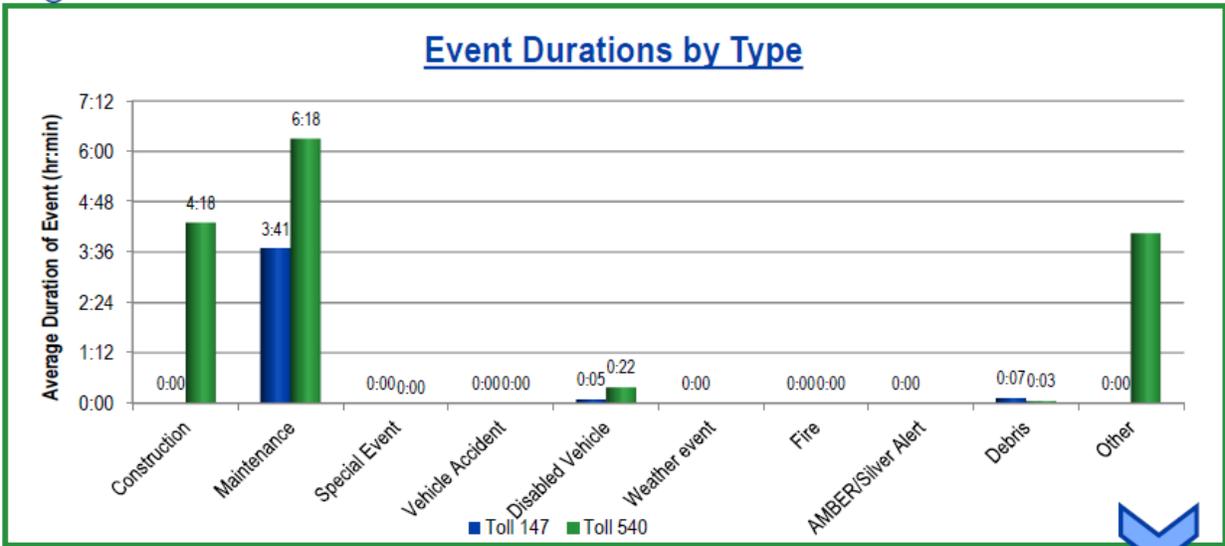
Month of February 2013	
Crashes Investigated	3
Total Charges (Violations)	192
Total Warnings Issued	127

The State Highway Patrol (SHP) assists with crash investigations and patrols Toll Roads 147 and 540 for violations to aide in motorist safety.

Incident Management

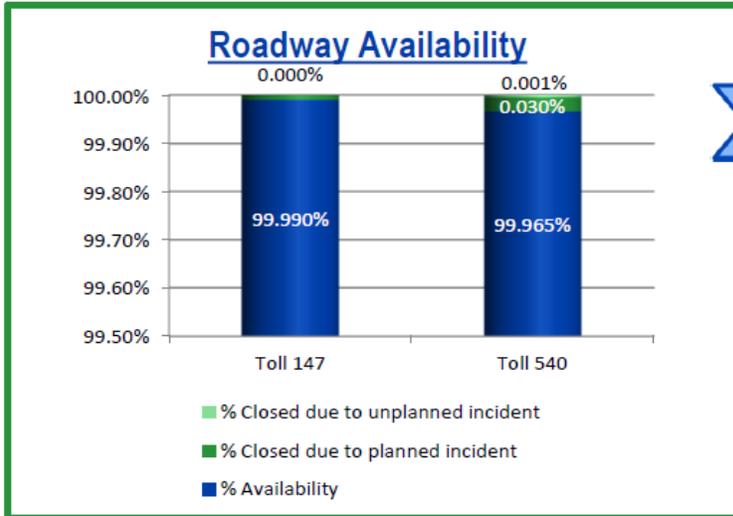


There were a total of **104** incidents this month, **0%** of which were secondary incidents. An incident is any situation on either Toll 147 or 540 that causes a disruption in the flow of traffic. These can be planned, as in roadway maintenance, construction or special event, or unplanned, as in an accident. A secondary incident is one that is a direct result of a primary event.

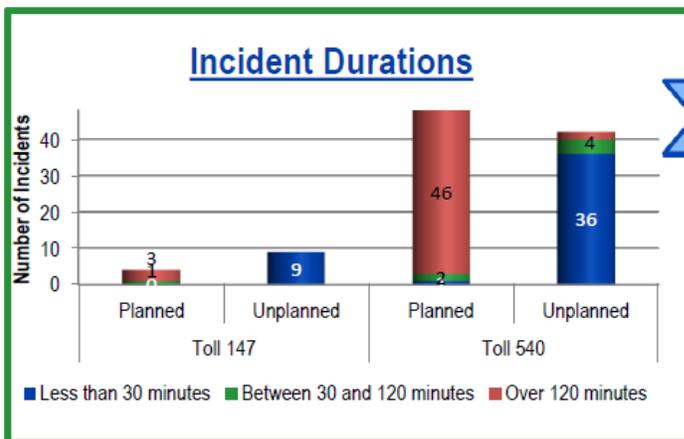


Of the **104** total incidents that were logged on Toll Roads 147 and 540 over the past month, the longest average duration of an incident occurred for **Maintenance** on 540.

Incident Management

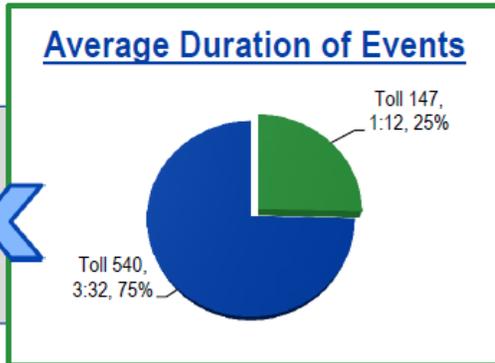


During the past month, Toll Roads 147 and 540 had a combined average of over **99.9%** availability. 100% availability occurs when all lanes of the roadway, for the entire length of the roadway, are open with no construction, accident, debris or maintenance blocking any lane or portion of any lane.



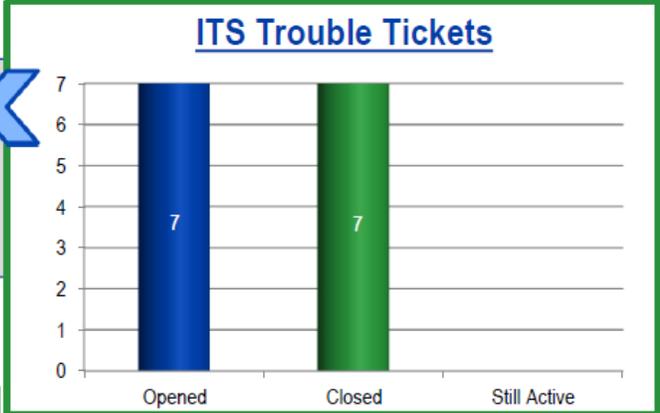
An incident duration is the time it takes to clear an incident, with traffic returning to normal conditions, once the incident has been detected. Out of the total **104** planned or unplanned incidents on both Toll Roads 147 and 540, **91** occurred on 540.

Based on the average duration of incidents over the past month on Toll Roads 147 and 540, the incidents on 147 took an average of 23 more minutes to clear than the incidents on 540.



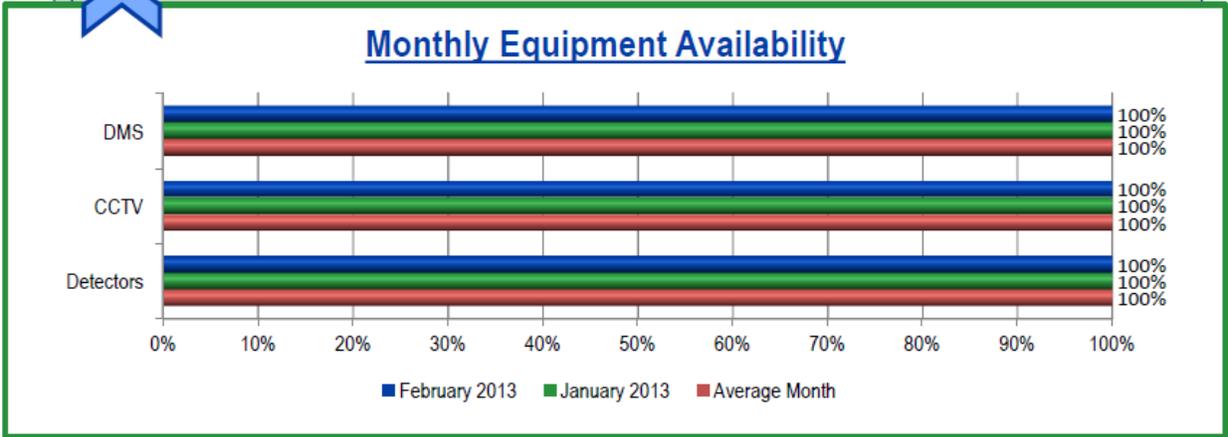
ITS Field Maintenance Page 6 of 7
February 2013

Trouble tickets are opened whenever the Intelligent Transportation System (ITS) equipment is not working properly. At the end of the month the amount of tickets that have been opened, closed and are still active are calculated.



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The equipment availability of Dynamic Message Signs (DMS), Closed Circuit Television (CCTV) cameras and detectors are tracked each month. Available equipment are those devices having no open trouble tickets.



Compiled for:

Compiled by:

Incident Management Assistance Patrol Page 7 of 7
February 2013

Roadway Weather Information System (RWIS) Measureables

Date	Minutes wind speed was in excess of 30 mi	Minutes of measureable precip	Minutes that precip was measured as "Heavy"	Minutes water thickness was in excess of 100 mm	Minutes Friction Index fell below .6
2/1/2013	N/A	N/A	N/A	N/A	N/A
2/2/2013	N/A	55	5	N/A	N/A
2/3/2013	N/A	20	N/A	N/A	N/A
2/4/2013	N/A	N/A	N/A	N/A	N/A
2/5/2013	N/A	N/A	N/A	N/A	N/A
2/6/2013	N/A	N/A	N/A	N/A	N/A
2/7/2013	N/A	430	N/A	115	N/A
2/8/2013	N/A	350	N/A	205	75
2/9/2013	N/A	N/A	N/A	N/A	N/A
2/10/2013	N/A	75	N/A	N/A	N/A
2/11/2013	N/A	175	N/A	N/A	N/A
2/12/2013	N/A	N/A	N/A	N/A	N/A
2/13/2013	N/A	470	5	45	N/A
2/14/2013	N/A	N/A	N/A	N/A	N/A
2/15/2013	N/A	N/A	N/A	N/A	N/A
2/16/2013	N/A	685	N/A	25	N/A
2/17/2013	N/A	N/A	N/A	N/A	N/A
2/18/2013	N/A	N/A	N/A	N/A	N/A
2/19/2013	N/A	260	N/A	25	N/A
2/20/2013	N/A	N/A	N/A	N/A	N/A
2/21/2013	N/A	N/A	N/A	N/A	N/A
2/22/2013	N/A	765	N/A	95	N/A
2/23/2013	N/A	705	10	140	50
2/24/2013	N/A	90	N/A	20	5
2/25/2013	N/A	N/A	N/A	N/A	N/A
2/26/2013	N/A	695	5	200	5
2/27/2013	N/A	N/A	N/A	N/A	N/A
2/28/2013	N/A	N/A	N/A	N/A	N/A
Total	0	4775	25	870	135

The Triangle Expressway's Roadway Weather Information System (RWIS) station is located at mile marker 64.2 on the southbound side of Toll 540. The Friction Index measured by the RWIS station is an indicator of how much grip the road has. Larger values closer to 1.0 indicate a higher level of grip while values below .6 represent a decreased level of grip that is potentially hazardous.

NCTA Control Room Operators assist with reviewing toll images that the system itself cannot process due to any number of reasons (missing license plate, brightness, etc.). This is a secondary function that Operators perform in addition to their core roadway management duties.

Control Room Image Review

Month of February 2013	
Total Images Reviewed	33457
Daily Individual Average	311
Daily NCTA TMC Average	1195

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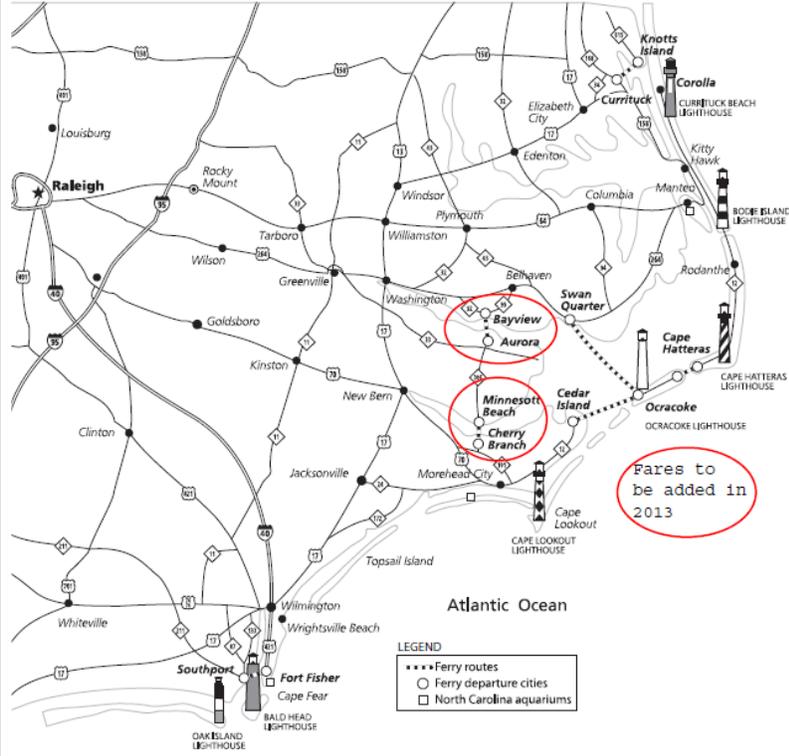
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Ferry Reservations and Ticketing Business Rules & Process 4

Reservation Rules and Policies..... 21

FERRY TERMINALS

- Bayview-Aurora**
(252) 964-4521
- Cedar Island**
(252) 225-7411
1-800-293-3779 (Reservations)
- Cherry Branch-Minnesott Beach**
(252) 447-1055
1-800-339-9156
- Currituck-Knotts Island**
(252) 232-2683
- Hatteras**
(252) 986-2353
1-800-368-8949
- Ocracoke**
(252) 928-1665
1-800-293-3779 (Reservations)
- Southport-Fort Fisher**
(910) 457-6942 (Southport)
1-800-368-8969 (Southport)
(910) 458-3329 (Fort Fisher)
- Swan Quarter**
(252) 926-6021
1-800-293-3779 (Reservations)



GENERAL INFORMATION

- Ferries can accommodate motorcycles and any size car, trailer or recreational vehicle that can operate on the highway. Special permits are available for vehicles over 65 feet.
- Service is provided 365 days a year on all routes. Weather conditions, such as tides, winds and heavy rain can affect travel.
- Vending machines are on many ferries and at most ferry terminals. The Ferry Division does not serve meals on any route.
- Restroom facilities are at each ferry terminal and on vessels. Restrooms that meet the Americans with Disabilities Act accessibility requirements are at all terminals and on some vessels.
- Pets are permitted on the vessels and must be kept in the vehicle or leashed when out of the vehicle.

ADVANCE TICKET SALES

- Reservations are offered only on the Cedar Island-Ocracoke and Swan Quarter-Ocracoke routes. The Ferry Division strongly recommends reserving space to ensure desired departure time.
- Motorists must claim their reservation at least 30 minutes prior to departure or it will be canceled.
- Cash, Travelers Checks and credit cards accepted for tolls.
- For advance ticket sales call 1-800-293-3779 or visit www.ncferry.org

VESSEL AND FACILITY SECURITY

Since July 1, 2004, the Ferry Division has been operating under the U.S. Coast Guard Maritime Transportation Security Act. As part of this act, passengers may be asked for photo identification and vehicles may be subject to random screening prior to boarding. The Ferry Division reserves the right to refuse passage to individuals choosing not to provide identification or access.

CONTACT US

WWW.NCFERRY.ORG
1.800.BY.FERRY (RESERVATIONS)

Patrick L. McCrory
Governor
Anthony J. Tata
Secretary of Transportation

N.C. Department of Transportation
Ferry Division Administrative Office
113 Arendell Street, Room 120
Morehead City, NC 28557
(252) 726-6446

***FERRY RESERVATIONS AND TICKETING
BUSINESS RULES AND PROCESSES***

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1 INTRODUCTION

This document captures the Ferry External Public Web Site, Reservation/Scheduling and Ticketing Applications major Business Rules and Processing Logic

2 THE OVERALL DESCRIPTION

The main functions of the Ferry Ticketing and Reservation System includes Security, Application Administration Functions, Scheduling, Reservations (Internal and Public Facing Website), Commuter Passes and Ticketing.

2.1 GENERAL TERMINOLOGY

Operation – The physical departure port for a Ferry e.g. Cedar Island, Ocracoke, etc.

Route – The combination of a departure port and destination port, e.g., “Cedar Island-to-Ocracoke”.

Trip – A single sailing reservation that includes the Traveler information, departure date, departure time, route (e.g. Cedar-Island-to-Ocracoke), vehicle type. If there are multiple vehicles associated with the same trip, there will be multiple trips. Example, if a traveler reserves 2 single vehicles for Cedar-Island-to-Ocracoke 1/1/2011, 09:30AM, there will be two trip records. Each Trip will have a unique Trip ID.

Reservation – A reservation is similar to an airline’s itinerary. A reservation includes all “Sailing Trips” reserved by a single user. This will span many dates and routes. A single credit card transaction will be associated with the reservation. Each reservation will have a unique Reservation ID.

Vessel - A specific ferry vessel, such as M/V Carteret.

Sailing - A specific Vessel making a specific crossing, of known duration, departing at a specific time. Such as, Cedar Island to Ocracoke at 7:00am with duration of 2.25 hrs (2 hrs 15 minutes).

3 STANDARD DATA VALUES

3.1 ROUTE TYPES

Status	Description
Reservation	Fee based Route that can be paid with Credit Cards or Cash on the day of the trip (Standby or Drive UP) or in advance via the external public site or the Ferry Call center Reservation System.
Drive Up	Fee based Route that can be paid with Credit Cards or Cash on the day of the trip. Advanced reservations are not allowed.
Non-Toll	These routes are free and cannot be reserved in advance.

3.2 ROUTES

Routes	Route Type
Cedar Island to Ocracoke	Reservation
Ocracoke to Cedar Island	Reservation
Ocracoke to Swan Quarter	Reservation
Swan Quarter to Ocracoke	Reservation
Southport to Fort Fisher	Drive up (Cash or Credit but no Reservations allowed)
Fort Fisher to Southport	Drive up
Cherry Branch to Minnesott	Non-Toll
Minnesott to Cherry Branch	Non-Toll
Hatteras to Southdock	Non-Toll
Southdock to Hatteras	Non-Toll
Bayview to Aurora	Non-Toll
Aurora to Bayview	Non-Toll
Currituck to Knotts Island	Non-Toll
Knotts Island to Currituck	Non-Toll

3.3 TRIP FEES

Vehicle Type	Sound Class	Other
Single	\$15	\$5
Double	\$30	\$10
Triple	\$45	\$15
Motor Cycle	\$10	\$3
Bicycle	\$3	\$2
Pedestrian	\$1	\$1

3.4 RESERVATION AND TRIP STATUS VALUES

Status	Description
Reserved	Reservation and associated trips confirmed via Public Web Site or by a Call Center Employee.
Ticketed	The vehicle is ready for boarding and a Ticket has been printed. This is a status that is only used at the Trip level.
Canceled With Refund	The Reservation was canceled and a refund has been credited to the traveler's credit card or if the reservation has been paid in cash there has been a cash refund. If the reservation or trip is canceled by 4PM the day prior to the first travel date the fees will be refunded.
Canceled No Refund	If the reservation or trip is canceled after 4PM the day prior to the first travel date the fees will NOT be refunded unless the refund is the result of a Ferry mechanical or operational issue.
Pending	While a reservation and its associated trips are in the process of being paid via a credit card the status is pending. If the credit card does not complete, the reservation in progress should be cancelled (Don't finish the transaction). Press the cancel button. You should be running the credit card while on the phone with the customer. Don't hang up until you receive a confirmation that the transaction is complete. The reservation system should give you a message stating the card was denied. You can ask for another card.
Collect Payment	This status will be set when a reservation and its associated trips has been marked as "Pay Later". The Ticketing application will prevent a ticket from being printed until the payment is collected via credit card or cash.
No Show	Once the vessel has departed for a sailing, all trips with a status of "Reserved" (not yet ticketed) will be changed to "No Show".

3.5 TRIP TRAVELER TYPE VALUES (NOT A RESERVATION LEVEL STATUS)

Status	Description
Fee	This trip requires payment of a fee
No Fee	This trip requires NO fee. These require a reason for why there is no fee.
Commuter	This is a trip indicates that this trip's fee is covered by a commuter pass.

3.6 TRIP VEHICLE TYPE-VALUES

Status	Description
Single	Vehicle and/or combination less than 20 feet
Double	Vehicle and/or combination 20 feet up to 40 feet
Triple	Vehicle and/or combination over 40 feet up to 65 feet

Status	Description
Bicycle	Bicycle Rider
Motor Cycle	Motor Cycle
Pedestrian	Walker

3.7 CANCELLATION WITH FULL REFUND REASONS

Status	Description
Vessel Mechanical Problem	The trip was canceled due to a mechanical problem with the vessel
Weather Problem	The trip was canceled due to inclement weather
Canceled > 24 hours before travel	The trip was canceled 24 hours or more before the first trip in the reservation's scheduled travel time
Traveler Illness or emergency	The traveler was ill or had an emergency

3.8 ROLE TYPE-VALUES

Status	Description
Admin	Administrator – Access to Reservation, Ticketing and Admin screens and all reports (Excludes Scheduling Screens).
Reservations	Access to Reservation system (Excludes Scheduling Screen).
Ticketing & Reservations	Access both Ticketing and Reservation Screens and all reports.
Ticketing	Access to Ticketing, Search and Move Screens.
Reporting	Access to Reports only. Fiscal would have this role.
Super User	Access to all application and Reports including Scheduling.

3.9 NO FEE CODES

No Fee Codes are to be used and tracked when people are given free passage on any toll-based North Carolina Ferry System Ferry. These codes include:

Code	Description	Definition
1	OPS MGR APPROVAL	Ops Manager Approved – when this option is selected the Operator shall enter Driver's license number and name of the manager on duty.
2	DOT EMP WORK STATUS	DOT employee in work status. When this option is selected the Operator shall enter Driver's license number.
3	FER EMP WORK STATUS	Ferry Division employee in work status. When this option is selected the Operator shall enter Driver's license number.
4	SCHOOL BUS	School Busses and School Activity Busses. When this option is selected the Operator shall enter Driver's license number and school name.

Code	Description	Definition
5	HYDE COUNTY EMP WORK STATUS	Hyde County Employees in work status. When this option is selected the Operator shall enter Driver's license number and department name.
6	NC HWY PATROL	North Carolina Highway Patrol. When this option is selected, operator shall enter Driver's license number.
7	RETIRED FERRY EMP	Retired Ferry Employees. When this option is selected, operator shall enter Driver's license number.
8	EVACUATION	Evacuation
9	COURT REQUIRED	Jury Duty or Subpoena. When this option is selected, operator is to verify documentation.

4 RESERVATION RULES

4.1 COMMUTERS MAKING RESERVATIONS

Commuters can only make one reservation per day from the same departure site. Please pay close attention to double booking. If commuters want to make additional reservations for the same departure site and on the same day, they must pay normal rates to reserve it.

4.2 MOVING RESERVATIONS IN NORMAL CONDITIONS

Moving reservations in normal conditions can be performed for the following situations for the same day travel.

- a. If vessel has been delayed due to mechanical problems.
- b. DOT road construction, emergency, or accident on the road delays travel.
- c. Agents can move reservations to another time slot for that current day only.
- d. Reservations cannot be moved to the current sailing in progress, only standby.
- e. Agents cannot move reservations to another date.

4.3 MOVING RESERVATIONS FOR PEOPLE WHO ARRIVE LATE FOR DEPARTURE

Reservation holders must show up and check-in 30 min prior to departure not to be considered late. Reservation holders who show up late for their sailing will lose their reservation and will be moved to standby for that current sailing. Reservation holders may choose to have their reservations moved to another scheduled time for that day if space is available. No additional charges will be required for these changes.

4.4 WRONG SIZE RESERVATIONS NOTED AT THE TICKET BOOTH

No refunds will be given for oversized vehicle when they are being processed for their ticket. Do not instruct customer to call the call center for a refund.

4.5 VESSEL LOADING INSTRUCTIONS DUE TO SAILING CANCELLATIONS

Priority will be given to travelers who have arrived at their departure site at the required time and have been given notice that their scheduled trip has been delayed or canceled due to unforeseen problems. It is the duty of the ferry division's staff to accommodate the traveling public and stay consistent when this occurs.

Travelers who have been delayed or are currently scheduled for future departures will be notified of their options as soon as possible.

Option 1: Refund the cost of the ticket for paying travelers on the canceled trip.

Option 2: Inform travelers that they will be loaded on the next scheduled departure. This has a domino effect on the whole day's schedule because it moves everyone back to accommodate all travelers who arrived first with the least amount of delay.

Note to the Call Center and all operations who take reservations:

1. No refunds will be given for request made the same day as the reservation.
2. Request for refund must be made by 6pm prior day.
3. Request for refunds must be approved by the supervisor, or designated agents assigned that responsibility for same day travel.

5 EXTERNAL PUBLIC WEB SITE BUSINESS RULES

5.1 GENERAL BUSINESS RULES

1. The public site will **NOT** allow triple vehicle reservations.
2. Reservations may be made up to 3 months in advance.
3. The public facing website will show that a vessel is booked when it is 80% full.
4. The System will not allow someone to book a reservation that is in the past
5. Debit Cards are not accepted.
6. A Trip reservation cannot be made later than 2 hours before the sailing date and time.
7. Reservations or trips cannot be canceled from the External Public Web Site. The traveler must call the Ferry Call Center to cancel reservations or trips.
8. Reservations can **ONLY** be made for Routes with the Route Type = "Reservations". Routes marked with "Drive Up" and "Non-Toll" will be automatically excluded from both the **External Public Web Site** and the **Reservation and Scheduling** Application.
9. **Commuter Reservations** – Travelers with active commuter passes can make reservations from the Public Web Site.
10. **NO FEE Reservations** – NO FEE reservations can ONLY be made by placing a call to the Ferry Call Center.
11. **Pay Later Reservations** – Pay Later Reservations can ONLY be made by placing a call to the Ferry Call Center.
12. **Reservation Changes** – Reservation changes can ONLY be made by placing a call to the Ferry Call Center.
13. **Commuter Passes** – Commuter Passes cannot be renewed via the Public Site
14. Once it is time for a sailing to leave the port, reservations for the next sailing will not be available on the public website. In other words, if the previous sailing has left the port, then the online system will not take reservations for the next sailing. The only exception to this rule is the first sailing of the day. The advance reservations for the first sailing of the day will not close until 2 hours prior to the first sailing.

5.2 FULLY BOOKED SAILING TIMES (SPACES AND PASSENGERS)

If a Sailing Time's total reservation "spaces" => MaxCapacity for the Vessel Class associated with that sailing OR the total number of passengers = MaxPassengers then that Sailing Time will be dropped from the Sailing Time drop down.

5.3 HAZMAT SAILING TIMES

If a Sailing Time is marked as "HAZMAT" by the Reservation Staff that Sailing Time's maximum spaces will be equal to the MaxCapacityHazmat value. If the number of reservations is => MaxCapacityHazmat then that Sailing Time will be will be dropped from the Sailing Time drop down.

5.4 "BLOCKED" SAILING TIMES

If a Sailing Time is marked as "Blocked" by the Reservation Staff then that Sailing Time will be dropped from the Sailing Time drop down.

5.5 PUBLIC SITE RESERVATION SPACE CONSTRAINTS

5.5.1 VESSEL CLASS ATTRIBUTES AND VALUES

MaxPassengers, MaxCapacity, MaxDoubles, MaxSingles and MaxLargeVehicleSpaces attributes are included in the Vessel Class table and can be changed by the Vessel Class Admin Screen. The values below are the initial settings:

Sound Class Vessel

- MaxCapacity = 45
- Max Doubles = 6
- MaxSingles = 45
- MaxLargeVehicleSpaces ((2 x Doubles) + (3 x Triples)) = 14
- MaxCapacityHazmat = 25 vehicles, 25 passengers all vessels
- MaxPassengers = 300

Hyde Class

- MaxCapacity = 26
- Max Doubles = TBD
- MaxSingles = TBD
- MaxLargeVehicleSpaces = TBD
- MaxCapacityHazmat = 25 vehicles, 25 passenger all vessels
- MaxPassengers = Hatteras Class = River Class 300

5.5.2 RESERVATION CHECKS BEFORE CONFIRMATION

The public site will make the following checks before allowing the reservation to be committed:

Reservation for Double Vehicle

If there is a request for a double reservation the system will check the total number of large vehicle spaces (Doubles and Triples) currently reserved (Each Double = 2 spaces, Each Triple = 3 spaces)

Check 1 - If the total double and triple spaces => MaxLargeVehicleSpaces then the request must be rejected.

Check 2 - If there is a request for a double reservation then check the total number of doubles already reserved. If the number of doubles => MaxDoubles then reject the request.

Reservation Maximum Space Checks

For all Reservations, If the total number of spaces = MaxCapacity (Normally 45) then remove that sailing from the available sailing times drop down in the public site or reject the reservation request.

Reservations Maximum Passenger Check

For all reservations, if the total number of passengers = MaxPassengers then remove that sailing from the available sailing times drop down in the public site or reject the reservation request.

6 SCHEDULING

6.1 SCHEDULING

1. Schedules are setup by Route and have a Start Date and End Date for a Route.
2. Scheduling is part of the Reservation and Scheduling Application. This function will only be available if the user has the ADMIN role.
3. Scheduling is done in increments of “**Start Date**” and “**End Date.**”
4. Start Date and End Date ranges that overlap an already existing record **WILL** be allowed **BUT** the Scheduler will be given a warning that the schedules overlap and should be adjusted.

6.1.1 SCHEDULE SPLIT FEATURE

The system will allow an existing schedule to be split, e.g., Schedule between 1/1/2010 and 7/1/2010 can be split by entering the split date of 5/1/2010. This will create two schedules. The first will be 1/1/2010-5/1/2010. The second is 5/2/2010-7/1/2010. This split will not change the sailing times of the two schedules. If the sailing times are to be changed, those changes will be done in a separate edit session.

The system will prevent changes to schedules that eliminate sailings for existing reservations. Below are several scenarios and best practices to eliminate the problem with existing reservations.

Scenario 1 – Reduce the number of sailings by splitting a schedule – Schedule 7/1/2011-11/1/2011 has sailings at 7:00AM, 10:00AM, 1:00PM, 2:00PM and 4:00PM. The schedule needs to be split into 7/1/2011-9/1/2011 and 9/2/2011-11/1/2011. The sailing times for the 7/1/2011-9/1/2011 remain the same. The sailing times for 9/2/2011-11/1/2011 will be reduced. The 7:00AM and 2:00PM sailings will be dropped. There is one existing reservation for the 9/5/2011 7:00AM sailing and one reservation for the 9/5/2011 2:00PM sailing.

Step 1: The Scheduler uses the **Schedule Split Feature** described above and creates two schedules (7/1/2011-9/1/2011 and 9/2/2011-11/1/2011) with no changes to the sailing times.

Step 2: The Scheduler tries to delete the 7:00AM and 2:00PM sailings from the 9/2/2011-11/1/2011 schedule. He receives a message indicating that there are existing reservations for those sailings he is trying to delete. The scheduler uses the search feature in Reservations to find all the trips between 9/2/2011-11/1/2011 for the 7:00AM and 2:00PM sailings. He moves those reservations to one of the remaining sailings. The system automatically notifies the traveler if their email exists in the system; if not the call center staff will notify the traveler by phone.

Step 3: The scheduler can now use the Scheduler feature to drop the 7:00AM and 2:00PM sailings.

Scenario 2 – Extend a Schedule – Schedule 7/1/2011-9/1/2011 has sailings at 7:00AM, 10:00AM, 1:00PM, 2:00PM and 4:00PM. A second schedule 9/1/2011-12/31/2011 has sailings at 10:00AM, 1:00PM and 5:00PM. The Scheduler wants to extend the first schedule by one month to 7/1/2011-10/1/2011. The system prevents the scheduler from creating a schedule that overlaps so the

scheduler tries to decrease the second schedule by one month (10/2/2011-12/31/2011). But there are existing reservations for 9/5/2011 5:00PM so the system will prevent the change.

Step 1: The scheduler creates a new sailing of 4:00 PM for the existing 9/1/2011-12/31/2011 schedule and move the 5:00PM to 4:00 PM. Then delete the 5:00PM sailing.

We have to allow overlapping schedules for a brief time while we reorganize the schedule. Just warn the scheduler.

Step 2: The scheduler increases the first schedule by one month 7/1/2011-10/1/2011. This creates an overlapping schedule and the scheduler is warned by the system, but not prevented from doing the action, because there is still a sailing for the existing reservation on 9/5/2011 4:00 PM.

Step 3: The scheduler decreases the second schedule by one month 10/2/2011-12/31/2011. This is allowed because the 9/5/2011 4:00 PM sailing still exists.

7 RESERVATIONS

7.1 GENERAL RULES

1. Reservations may be made up to 3 months in advance.
2. A Trip reservation can not be made later than 4 hours before the sailing date and time.
3. A Reservation can include many trips on different dates, sailing times, vehicle types and traveler types (Fee, no fee, and commuter).
4. A single trip can only be for one date, sailing time, vehicle type and traveler type.
5. The system will not allow changes to a reservation whose trips are all in the past.
6. The system will not allow change to a trip whose sailing is in the past, with one exception. Users can change the status of the trip to ticketed or no show. This will allow for Ticket operators to update sailing information if the Ferry system had an outage the day before.
7. Debit Cards are not accepted.

7.2 RESERVATION MAXIMUM SPACE CHECK

For all Reservations, If the total number of spaces = MaxCapacity (Normally 45) then mark that sailing time by highlighting it in BLUE. This does not prevent the Reservation Staff from over booking, it is there as a notification only.

7.3 RESERVATIONS MAXIMUM PASSENGER CHECK

For all reservations, if the total number of passengers = MaxPassengers then mark the sailing time by highlighting it in BLUE. This does not prevent the reservation staff from over booking, it is only a notification.

7.4 "BLOCKED" SAILING TIMES

If a Sailing Time is marked as "Blocked" by the Reservation Staff that Sailing Time will be highlighted in RED.

7.5 HAZMAT RESERVATIONS

If a caller indicates that they are a “HAZMAT” vehicle, the number of vehicles for that sailing is limited. Handling the reservation specifics is determined at the time the Reservation is made. The system will automatically mark the sailing time as “HAZMAT” by highlighting the line with GREEN and drop the sailing from the Public Web Site sailing time drop down. This does not prevent the Reservation Staff from booking reservations. If the number of reservations => MaxCapacityHazmat then no additional reservations will be allowed. When the “HAZMAT” reservation is made the number of reserved spaces already exceeds the MaxCapacityHazmat then the Ticket operators will be responsible for moving travelers to other sailings to decrease the number of spaces to the MaxCapacityHazmat.

7.6 VEHICLE TYPE CHANGES

1. A traveler has a reservation for a single and decides to pull a boat. This requires an upgrade to a double. The Reservation Operator will change the vehicle type and the system will calculate the additional payment required, e.g., Single upgrade to double = additional \$15 --- (double fee (\$30) – Single Fee (\$15) = \$15).
2. A traveler has a reservation for a double but decides that he does not want to tow a boat. The Reservation operator will change the vehicle type from a double to a single. If the change is 24 hours or more before the first trip the traveler will get a refund, e.g., Double downgrade to Single = Credit of \$15 --- (Double fee (\$30) – Single Fee (\$15) = \$15). If the change is < 24 hours before the trip there is **NO** credit given for the downgrade.

7.7 RESERVATION AND TRIP CANCELLATIONS

1. If the reservation or trip is canceled after 4 PM the day prior to the first travel date the fees will **NOT** be refunded unless the refund is the result of a Ferry mechanical or operational issue. All “Cancellations with Refunds” will require a refund reason.
2. A Reservation can not be cancelled once one or more trips in the reservation have been completed.
3. A Trip can not be canceled once the sailing date has been completed. If the traveler did not show up the status can be changed to “no Show”. **No refunds will be given for trips in the past UNLESS the Ferry system had an outage that prevented the refund.**

8 TICKETING APPLICATION

8.1 GENERAL RULES

1. Each trip will require a printed ticket.
2. If the traveler arrives with two vehicles. One is a single and one is a double (towing a boat), the ticket operator will create two transactions and require two credit card or cash transactions.
3. If a traveler arrives with two single vehicles the ticket operator inputs a single transaction with a multiple of 2. This will result in two separate rows in the trip table and two printed tickets, **BUT** the traveler will have on combined payment via either credit card or cash.
4. Once a sailing is closed all the trips with status of reserved will be changed to ‘No Show’.
5. Ticket holder must check in at the Ferry Terminal and redeem their ticket at least 30 minutes prior to scheduled departure time. Failure to do so will result in movement to stand-by status on a space available basis. Moving a reservation for people who arrive late for departure:
Reservation holders must show up and check-in 30 prior to departure not to be considered late. Reservation holders who show up late for their sailing will lose their reservation and will be moved to standby for that current sailing. Reservation holders may choose to have their reservations

moved to another scheduled time for that day if space is available. No additional charges will be required for these changes.

8.2 TICKET REFUNDS

1. If a traveler arrives after the vessel has departed for their reserved trip, there is no refund and if they want to travel on the next available sailing they will be on "Stand By" and will require the payment for that new trip.
2. All refunds will require the traveler to turn in their ticket.

8.3 VEHICLE TYPE CHANGES

3. A traveler has a reservation for a single and decides to pull a boat. This requires an upgrade to a double. The Ticket Operator will change the vehicle type and the system will calculate the additional payment required e.g. Single upgrade to double = additional \$15 --- (double fee (\$30) – Single Fee (\$15) = \$15).
4. A traveler has a reservation for a double but decides that he does not want to tow a boat. The ticket operator will change the vehicle type from a double to a single. There is **NO** credit given for the downgrade.

8.4 TICKET RE-PRINTS

Increase size to a double and it will charge additional price.

9 COMMUTER PASSES

9.1 GENERAL RULES

1. If the holder of a commuter pass is driving a vehicle that is different than the vehicle that is registered on the commuter pass, the traveler is required to pay the appropriate fee.
2. If the commuter pass is for a double or triple and the traveler decides to NOT tow a boat, there is no additional credit for downgrading.
3. If a commuter wished to renew their pass early, the expiration date will still be one year after the renewal date.

9.2 COMMUTER PASS RENEWALS

1. Commuter Passes can only be purchased at the Ferry Departure Sites. This can not be done using the call center Reservation Application nor the External Public Web Site.
2. If a commuter wishes to renew early, the expiration date will be one year from the renewal date.

9.3 COMMUTER PASS UPGRADES

If a commuter wishes to upgrade they have two options:

Option 1: If there is lots of time left in the current commuter pass he may want to pay the difference between the original cost and the upgrade e.g. (single = \$150, Double = \$200 = \$50). This would be a true upgrade and the upgrade expires on original pass's expiration date, no new vehicle sticker.

Option 2: If he only has limited time left until his current pass expires, he may want to do an early renew and pay \$200. This would be same process as if the customer purchased a new commuter pass. The expiration date will then be 1 year from the payment date.

10 END OF DAY RECONCILIATION AND CLOSE OUT PROCEDURES

1. At the end of the day each Ferry Ticket Location must run the end of day reconciliation report which requires the operators to count and record the actual cash on hand at the end of the day.
2. They must enter the Actual Cash into the GL
3. They must enter any overage or shortage into the GL
4. The next morning they will deposit the actual cash and staple the deposit slip to the end of day reconciliation report
5. File the End of day reconciliation report and deposit slip for use in future audits

11. TROUBLE SHOOTING PROCEDURES

1. Ping Yahoo – Network issue
2. Ping Web Server
3. Ping Business Logic server
4. Ping Database Server

12. CONTINGENCY PROCEDURES

a. SYSTEM OUTAGE

If the Ferry Ticketing System is down, operations will use the hardcopy reservation list to check in reserved travelers. Drive up travelers (Standby Travelers) will be required to pay cash and use the on-site ATM if they do not have sufficient cash. When the system comes back up, the operations staff will input the Sailing information into the system.

b. VESSEL MECHANICAL PROBLEM OR WEATHER CANCELLATION

If a Ferry vessel breaks down or there is a weather related cancellation the Operations staff will use the Ferry application to move the travelers scheduled for the canceled sailing to the next sailing based on their place in the queue. The travelers arriving for the next sailing who can not fit in that sailing will be moved to the next sailing. If the traveler opts to cancel the trip, they will receive a full refund.

c. EXTREME WEATHER EMERGENCY

If there is an extreme weather emergency like a hurricane, the Call Center will cancel with full refund all of the trips for the impacted sailings. These cancellations will automatically send out emails to those that have included their email addresses in the reservation information. The call center will attempt to contact the other travelers via the phone.

RESERVATION RULES AND POLICIES

1. Commuters making reservations.

Commuters can only make one reservation per day from the same departure site. Please pay close attention to double booking. If commuters want to make additional reservations for the same departure site and on the same day, they must pay normal rates to reserve it.

Note: Drive-up commuters are allowed unlimited trips from any departure site.

2. Moving reservations in normal conditions

Moving reservations in normal conditions can be performed for the following situations for the same day travel.

- a. If vessel has been delayed due to mechanical problems.
- b. DOT road construction, emergency, or accident on the road delays travel.
- c. Agents can move or modify reservations to another time slot for that current day only.
- d. Drive-up travelers who have reservations for later departures can be moved to an earlier sailing or current sailing in progress if there is space available.
- e. Agents cannot move reservations to another date.
- f. Phone-in request for moving reservations from another departure time to the currently sailing in progress is not allowed.
- g. It is the operations responsibility to block the next departure time if space is needed for stand-by traffic.

3. Moving reservations for people who arrive late for departure.

Reservation holders must show up and check-in 30 min prior to the scheduled departure time not to be considered late. Reservation holders who show up late for their sailing will lose their reservation and will be moved to standby for that current sailing. Reservation holders may choose to have their reservations moved or modified to another scheduled time for that day if space is available. No additional charges will be required for these changes.

4. Wrong size Reservations noted at the ticket booth

No refunds will be given for oversized vehicle when they are being processed for their ticket. Do not instruct customer to call the call center for a refund.

5. Vessel loading instructions due to unintended sailing cancelation

Priority will be given to travelers who have arrived at their departure site at the required time and have been given notice that their scheduled trip has been delayed or canceled due to unforeseen problems. It is the duty of the ferry division's staff to accommodate the traveling public and stay consistent when this occurs.

Travelers who have been delayed or are currently schedule for future departures will be notified of their options as soon as possible.

Option 1: Refund the cost of the ticket for paying travelers on the canceled trip.

Option 2: Inform travelers that they will be loaded on the next scheduled departure. This has a domino effect on the whole days schedule because it moves everyone back to accommodate all travelers who arrived first with the least amount of delay.

6. Vessel loading instructions due to scheduled sailing cancelation

1. All reservation holders that have been notified prior to the departure time will be given the following options
 - a. Refund their trip.
 - b. Have their reservation moved to a later time in the day if room is available, or moved to a different day entirely.
 - c. Wait in standby.

Note: special priority will not be given to these reservation and future departures. We will not push out the next group of reservations to allow room for prior canceled trips.

Note to the Call Center and all operations who take reservations:

1. No refunds will be given for request made the same day as the reservation.
2. Request for refund must be made by 6pm prior day.
3. Request for refunds must be approved by the supervisor, or designated agents assigned that responsibility for same day travel.

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FERRY CALL SUMMARY REPORTS

2012 FERRY CALL SUMMARY

Type of Call	February	March	April	May	June	July	August	September	October	November	December
General Information	565	1929	2295	3057	2709	3028	2035	1949	1632	2305	599
Reservations	385	931	1797	2540	2723	2467	2084	2096	2040	1437	489
Modify Reservations	54	120	384	782	853	1000	741	549	719	731	159
Cancellations	37	56	142	360	225	211	187	172	252	599	104
Dropped/Ghost Calls	12	6	48	33	24	112	83	18	14	12	5
Monthly Call Total	1053	3042	4666	6772	6534	6818	5130	4784	4657	5084	1356
Grand Total for 2012	49,896										

2013 FERRY CALL SUMMARY

Type of Call	January	February	March	April	May	June	July	August	September	October	November
General Information	529	553									
Reservations	459	471									
Modify Reservations	167	129									
Cancellations	59	39									
Dropped/Ghost Calls	16	11									
Monthly Call Total	1230	1203									
Grand Total for 2013	2433										

MONTHLY FERRY RESERVATION COUNT SHEETS



Month to Date Ferry Reservations Count Sheet January 2013

Category	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	Total
General Information	16	30	44	55	58	53	52	60	43	43	47	26	2	529
Reservations	6	20	36	49	50	44	52	41	51	48	37	25	0	459
Modify Reservations	4	7	9	21	22	22	14	16	20	20	8	4	0	167
Cancel/ Refund	0	2	7	13	8	6	5	2	8	4	3	1	0	59
Dropped/Ghost Calls	1	0	2	2	0	1	3	3	2	2	0	0	0	16
Total Calls per Hour	27	59	98	140	138	126	126	122	124	117	95	56	2	1230



Month to Date Ferry Reservations Count Sheet
February 2013

Category	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	Total
General Information	28	29	37	44	58	63	55	51	56	51	44	32	5	553
Reservations	9	20	35	41	66	46	59	43	55	41	39	14	3	471
Modify Reservations	0	9	18	6	9	9	13	12	12	15	18	4	4	129
Cancel/ Refund	0	2	7	7	4	3	3	3	3	3	2	2	0	39
Dropped/Ghost Calls	0	0	0	1	1	1	1	1	1	1	2	2	0	11
Total Calls per Hour	37	60	97	99	138	122	131	110	127	111	105	54	12	1203

DISPUTE REVIEW BOARD (DRB)
C201994 (U-4763B)
Project Special Provisions
Durham and Wake Counties

DISPUTE REVIEW BOARD (DRB)

GENERAL

A. Definitions

Dispute – A contractual issue that involves cost and/or time (either credits or additions) that remains unresolved following good faith negotiations between authorized representatives of the Design-Build Team and the North Carolina Turnpike Authority (NCTA).

Dispute Review Board (DRB) – three neutral individuals mutually selected by the Design-Build Team and the NCTA to review Disputes and render findings and recommendations based on the Contract.

B. Formal DRB Review

This provision provides for a formal DRB review process. Any of the procedures for the formal DRB Review established by this provision may be altered or modified by mutual written agreement of the Design-Build Team and the NCTA to better suit the needs of a particular Dispute.

C. Summary

A DRB will be established to assist in the analysis of Disputes that arise between the Design- Build Team and the NCTA, to include, but not limited to, Articles 104-4, 104-8(B) or 108-10 of the Standard Special Provision, Division One, contained elsewhere in this RFP. It is not intended for the NCTA or the Design-Build Team to default on their normal responsibilities to cooperatively and fairly settle their differences by indiscriminately assigning them to the DRB.

It is intended that the DRB encourage the NCTA and Design-Build Team to resolve potential disputes without resorting to this alternative resolution procedure. Utilization of the DRB does not relieve the Design-Build Team or NCTA from complying with all Contract terms and conditions, and does not waive any notice or timeliness requirements of the Standard Specifications for Roads and Structures. However, if a Dispute is referred to the DRB, the claim submittal and review time frames may be superseded by time frames established by the DRB, and agreed to in writing by both the Design-Build Team and the NCTA.

Either the Design-Build Team or the NCTA may refer a Dispute to the DRB. Such referral should be initiated as soon as it appears that the normal NCTA-Design-Build

Team dispute resolution effort is not succeeding. However, prior to referring a Dispute to the DRB, the NCTA and Design-Build Team must agree on the central or core issue to bring before the DRB.

Promptly thereafter, the DRB will impartially consider the Dispute(s) referred to it. The DRB will provide non-binding written findings and recommendations to the Design-Build Team and the NCTA. Although the findings and recommendations of the DRB should carry great weight for both the Design-Build Team and the NCTA, they are not binding on either the Design-Build Team or the NCTA. However, the findings and recommendations are admissible in subsequent claim resolution proceedings as per the Dispute Review Board, Review of Disputes, Admissibility section contained elsewhere in this provision.

The Dispute Review Board is a condition of this Contract. The NCTA and the Design-Build Team agree that the submission of any unresolved dispute or claim to the DRB is a condition precedent to the Design-Build Team having the right to proceed with its final claim.

D. Scope

This provision describes the purpose, procedure, function, and features of the DRB. A Three- Party Agreement among the NCTA, Design-Build Team, and the selected DRB members will formalize creation of the DRB and establish the scope of its services and the rights and responsibilities of the Design-Build Team and the NCTA. In the event of a conflict between this Specification and the Three-Party Agreement, the latter governs. The form of the Three-Party Agreement will be provided by the NCTA.

E. Purpose

The purpose of the DRB is to provide an independent and impartial review of the Dispute and provide **non-binding** written findings and recommendations, in accordance with the 2006 *NCDOT Standard Specifications for Roads and Structures*, based on the Contract, applicable contract law, industry practices, and the facts presented.

It is not the purpose, or responsibility, of the DRB to resolve the Dispute. That responsibility remains with the Design-Build Team and the NCTA. However, it is anticipated that the DRB review will assist the Design-Build Team and the NCTA in resolving the Dispute.

Creation of the DRB is not intended as a substitute for NCTA or Design-Build Team responsibility to make a good-faith effort to settle the Dispute. Indiscriminate referral of disputes to the DRB without prior attempts by the Design-Build Team and the NCTA to resolve them shall be avoided. The Design-Build Team or NCTA shall exhaust resolution through the escalation process defined in the formal partnering process prior to escalating an issue to the DRB.

F. Continuance of Work

Both the Design-Build Team and the NCTA shall proceed diligently with the work and comply with all applicable Contract provisions while the DRB considers a Dispute.

G. Tenure of DRB

The DRB will be deemed established after the NCTA, the Design-Build Team and the DRB execute the Three-Party Agreement.

The DRB will be dissolved as of the end of the warranty period to the Design-Build Team unless earlier terminated or dissolved by mutual agreement of the Design-Build Team and the NCTA.

If mutually agreed upon by the Design-Build Team and the NCTA, the DRB may be dissolved on the date of final payment to the Design-Build Team and a new DRB established as outlined herein to serve for the life of the warranty period.

MEMBERSHIP**A. General**

The DRB will consist of three members selected jointly by the Design-Build Team and the NCTA. One member will serve as Chairperson.

B. Criteria

Experience:

1. It is desirable that all DRB members be experienced with the construction process including design, construction, contract administration, contract law, and resolution of construction disputes.
2. It is not necessary that the DRB members be intimately familiar with the specific type of construction involved in the Dispute. The DRB may consult technical experts if the need arises under provisions provided for elsewhere in this Special Provision. See the Dispute Review Board, Review of Disputes, Deliberations section contained elsewhere in this provision.

Neutrality:

1. It is imperative that the DRB members be neutral, act impartially, and be free of any conflict of interest.
2. For purposes of this subparagraph, the term “member” also includes the member’s current primary or full-time employer, and “involved” means having a contractual relationship with either the Design-Build Team or the NCTA, such as a subcontractor, architect, engineer, or construction manager.
3. Prohibitions; disqualifying relationships for prospective members:

- (a) An ownership interest in any entity involved in the Project or Contract, or a financial interest in the Contract, except for payment for services on this Dispute Review Board;
 - (b) Previous employment by, or financial ties to, any party involved in the Contract within a period of eighteen (18) months prior to award of the Contract, except for fee-based consulting services on other projects;
 - (c) A close professional or personal relationship with any key member of any entity involved in the Contract which, in the judgment of either the Design-Build Team or the NCTA, could suggest partiality; or
 - (d) Prior involvement in the project of a nature that could compromise the prospective member's ability to participate impartially in the DRB's activities.
4. Prohibitions; disqualifying relationships for members:
- (a) Employment, including fee-based consulting services, by any entity involved in the construction contract except with the express approval of both the Design-Build Team and the NCTA;
 - (b) Discussion concerning, or the making of, an agreement with any entity involved in the Contract regarding employment after the Contract is completed.
5. Any of the provisions of 1 through 4 above may be waived by mutual written agreement of the Design-Build Team and the NCTA.

C. Disclosure Statement

As a part of the selection process, all prospective DRB members will be required to submit complete disclosure statements for the approval of both the Design-Build Team and the NCTA. Each statement shall include a resume of experience, together with a declaration describing all past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the Design-Build Team or the NCTA, or others involved in the Contract, including subcontractors, suppliers, design professionals, and consultants. Disclosure of close professional or personal relationships with all key members of the Design-Build Team or the NCTA or other parties involved in the construction Contract shall be included.

D. Selection Process

Within 30 calendar days of Notice to Proceed, or as otherwise mutually agreed upon by the

Design-Build Team and NCTA, the Design-Build Team and the NCTA will jointly select the

DRB using the following procedure:

1. To form a DRB, the NCTA will provide to the Design-Build Team a copy of the resume and references of the person proposed for the DRB. Likewise, the Design-Build Team will provide NCTA the resume and references for their proposed DRB Member. The Design-Build Team and the NCTA will confirm the availability, neutrality, experience, and expertise of the nominees. Both the NCTA and Design-Build Team will have the ability to reject the others nominee. The

parties shall continue to exchange nominee information until each party has selected a nominee which is agreeable to the other party. The NCTA shall be responsible for notifying the nominees of their selection.

2. Once the two mutually agreeable nominees have confirmed their participation within the DRB, they shall be responsible for selecting a third DRB member, who shall become the DRB Chairperson that is mutually agreeable to the Design-Build Team and the NCTA. 3. This DRB should serve for the life of the Contract. Should the need arise to select a replacement DRB member, the remaining DRB members shall be responsible for selecting an additional member that is mutually agreeable to the Design-Build Team and the NCTA.

E. Three-Party Agreement

The DRB members and the authorized representatives of the Design-Build Team and the NCTA shall execute the Dispute Review Board Three-Party Agreement within 2 weeks after the selections are made.

OPERATION

A. General

In general, the DRB will operate in accordance with this provision. However, it is not desirable to adopt hard-and-fast rules for the functioning of the DRB. The entire procedure shall be kept flexible to adapt to changing situations. The DRB may initiate, with the NCTA's and Design-Build Team's concurrence, new procedures or modifications to existing procedures whenever this is deemed appropriate.

B. Contract Documents, Reports and Information

The NCTA will provide a set of the Contract Documents to each DRB member. The DRB members will be kept informed of construction activity and other developments by means of timely transmittal of relevant information requested by the DRB and prepared by the Design-Build Team and the NCTA in the normal course of construction, including, but not limited to, periodic reports and minutes of progress meetings. At any time, the DRB may request copies of documents that are normally generated by the Design-Build Team or the NCTA during the course of business throughout the Project. Only during the resolution of a specific dispute may the DRB request reports, documents or other information that is not normally generated during the course of business, and this information shall be limited to that which is specific to this dispute.

C. Periodic Meetings and Visits

If requested, the DRB may participate in the formal partnering process as outlined in the contract. Additional meetings or site visits may be needed as mutually agreed among the NCTA, the Design-Build Team, and the DRB.

Site visits should cover all active segments of the work. Representatives of both the Design-Build Team and the NCTA shall accompany the DRB during project

meetings or site visits. The DRB shall be provided “issue logs” and “Supplemental Agreement/Change Order Logs” throughout the life of the contract.

REVIEW OF DISPUTES

A. General

The Design-Build Team and the NCTA will cooperate to ensure that the DRB considers Disputes promptly, taking into consideration the particular circumstances and the time required to prepare appropriate documentation. Procedures and time periods may be modified by mutual agreement.

B. Prerequisites to Review

A Dispute is subject to referral to the DRB when either the Design-Build Team or the NCTA believes that bilateral negotiations have reached an impasse. However, the NCTA and Design- Build Team must agree on the central or core issue to bring before the DRB prior to referring a dispute to the DRB.

C. Requesting Review

Either the Design-Build Team or the NCTA may refer a dispute to the DRB. Requests for DRB review shall be submitted in writing to the Chairperson of the DRB. The Request for Review shall state clearly and in full detail the specific core issue of the Dispute to be considered by the DRB. A copy of the request shall be simultaneously provided to the other party. After conferring with both the Design-Build Team and the NCTA, the DRB Chairperson will establish a submittal/presentation schedule.

Concise written position statements shall be prepared by both the Design-Build Team and the NCTA, with page number references to any supporting documentation, and submitted to each DRB member and simultaneously to the other party 30 days prior to presentation, unless both parties mutually agree otherwise.

Any rebuttals information to the position statements shall be submitted to each DRB member and simultaneously to the other party 14 days prior to presentation, unless both parties mutually agree otherwise.

D. Presentation

Unless otherwise agreed by the DRB, the Design-Build Team and the NCTA, the presentation will be conducted at the NCTA office. However, any location that would be more convenient and still provide all required facilities and access to necessary documentation is satisfactory. Private deliberations of the DRB may be held at any convenient location. The Design-Build Team and the NCTA shall have representatives in attendance at all presentations. The party which brought the dispute before the DRB will make its presentation first. A full presentation of the dispute shall be allowed without interruption, except from the DRB. Once all information is presented the other party may provide a rebuttal, at which time each party will be allowed successive rebuttals until all aspects of the dispute are fully covered.

The DRB members, the Design-Build Team and the NCTA may ask questions, request clarification, or ask for additional data. In difficult or complex cases, additional presentations may be necessary in order to facilitate full consideration and understanding of all the evidence presented by both the Design-Build Team and the NCTA. Both the Design-Build Team and the NCTA shall be provided adequate opportunity to present their evidence, documentation, and statement regarding all issues before the DRB. No documents, materials, reports, analysis or other information of any type shall be referenced in the presentations or considered by the DRB in its review unless the same was previously provided to the other party as supporting documentation for the position statement.

Unless otherwise agreed by the Design-Build Team and the NCTA, presentations will relate to issues of entitlement only. Contract time extensions and compensation will be resolved between

NCTA and the Design-Build Team, in accordance with the provisions of the Standard Special Provision entitled "Division One" contained elsewhere in this RFP. Normally, a formal transcript of the presentations will not be prepared. When requested by either the Design-Build Team or the NCTA, the DRB may allow recordation and transcription with the cost to be allocated to the party requesting such documentation. Such transcript, when prepared, **shall not** constitute the official record of the DRB Review. The record prepared by the DRB shall be the official record of the DRB Review. The DRB may provide for audio or video recordings of the presentations for the use of the DRB only.

The Design-Build Team and the NCTA shall not have their attorneys in attendance at the presentations to counsel and/or advise them. If either the Design-Build Team or the NCTA fails to appear before the DRB on the date scheduled for the presentations, without justifiable cause, the dispute will continue under the applicable provisions of the 2006 NCDOT Standard Specifications for Roads and Structures and this RFP to include, but not limited to, Articles 104-8, 108-10 107-25 and 109-10 of the Standard Special Provision, Division One found elsewhere in this RFP.

E. Deliberations

After the presentation is concluded, the DRB will confer to formulate its findings and recommendations. All DRB deliberations shall be conducted in private, with all individual views kept confidential. If the DRB desires technical assistance, the DRB will make a request in writing to both parties (Design-Build Team and NCTA) briefly defining the scope and estimated budget for the services. **Direct attorney advisement or assistance is prohibited.** If mutually agreeable, the Design-Build Team and NCTA will execute an agreement with a service provider. The Design-Build Team and NCTA will equally share the costs for the service provider. In the typical situation the special services provider will respond to the DRB's questions in private consultation between the provider and the DRB and no permanent record of the questions or responses will be required by the Design-Build Team or the NCTA. However, if mutually agreeable, these typical operating procedures may be modified.

In arriving at its findings and recommendations the DRB will not be bound by any information provided by the special service provider.

F. Findings and Recommendations

The findings and recommendations of the DRB concerning any dispute are **non-binding** but admissible (see Admissibility section included in this provision). It is **not** the responsibility of the DRB to resolve the Dispute, only to make a recommendation based upon the contract documents and information supplied and presented before them. It shall remain the responsibility of the Design-Build Team and the NCTA to resolve all Disputes.

The DRB's findings and recommendations will be provided in writing, by certified mail, return receipt requested, to both the Design-Build Team and the NCTA within 14 calendar days of the completion of the presentations. The DRB should set forth, as clearly as possible, the logic and reasoning behind its findings and recommendations. The findings and recommendations will address entitlement only. In difficult or complex cases, and in consideration of the DRB's schedule, this time may be extended by mutual agreement of the DRB, the Design-Build Team and the NCTA. If the three person DRB is unable to reach unanimity in its findings and recommendations, the DRB will so advise the Design-Build Team and the NCTA in the report of the DRB. The dissenting member shall prepare a minority report to be included with the DRB report.

G. Acceptance or Rejection

Within 30 calendar days of the date of the DRB's findings and recommendations, or such other time specified by the DRB, both the Design-Build Team and the NCTA shall provide, by certified mail return receipt requested, written notice to the other and to the DRB of acceptance or rejection of the DRB's findings and recommendations.

If, with the aid of the DRB's findings and recommendations, the Design-Build Team and the NCTA are able to resolve their Dispute, the NCTA will promptly process any required Contract changes. If either the Design-Build Team or the NCTA rejects the findings and recommendations of the DRB, the Dispute will continue under the applicable provisions of the NCDOT Standard

Specifications for Roads and Structures and this RFP to include, but not be limited to, Articles

104-8, 108-10 107-25 and 109-10 of the Standard Special Provision, Division One found elsewhere in this RFP.

H. Clarification and Reconsideration

Should the dispute remain unresolved because of a request for clarifications of the recommendation or new information or material becomes available which was not available at the time of the presentation, either the Design-Build Team or the NCTA may within the 7 calendar day period following the date of the DRB's findings and recommendations, request in writing, by certified mail, return receipt requested, that

the DRB clarify or reconsider its findings and recommendations. This information shall be supplied simultaneously to the other party. Should new information be made available, the other party shall have an opportunity to review such information and respond appropriately.

I. Admissibility

If the DRB's findings and recommendations do not resolve the Dispute, the Contract, the written findings and recommendations, including any minority report, and the qualifications of the DRB members will be admissible as evidence to the extent permitted by law in any subsequent dispute resolution proceeding or forum to establish (a) that a DRB considered the Dispute, (b) the qualifications of the DRB members, and (c) the DRB's findings and recommendations that resulted from the process.

J. Legal Relations

Each DRB member, in the performance of his or her duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either the Design-Build Team or the NCTA. Each DRB member is acting in a capacity intended to facilitate resolution of Disputes. Accordingly, the Design-Build Team and the NCTA agree that to the fullest extent permitted by law, each DRB member shall be accorded quasi-judicial immunity for any actions or decisions associated with the review and findings and recommendations of Disputes referred to the DRB.

No DRB member may be called as a witness by either the Design-Build Team or the NCTA in subsequent proceedings on the dispute. The DRB shall, upon completion of their findings, turn all records of the DRB over to the NCTA for storage and preservation. By execution of the Three-Party Agreement, the Design-Build Team and the NCTA agree not to pursue legal proceedings against a DRB member for activities related to or consequences resulting from their participation in the DRB.

PAYMENT

A. Method of Measurement

The Design-Build Team and the NCTA shall equally bear the costs and expenses of the DRB. The DRB members should not engage in activities related to the project, for which compensation is expected, unless requested by either the NCTA or Design-Build Team. Time spent at formalized meetings or reviewing the Dispute – Each DRB member will be compensated for actual time spent at the rate of \$250 per hour with a maximum of \$2,000 per day. This rate shall include all normal incidental expenses such as telephone, fax, postage, courier, printing, and computer services. The DRB activity must be preauthorized by both the Design-Build Team and the NCTA. Travel Time to and from Preauthorized Meetings – Each DRB member will be compensated for actual travel time to and from DRB meetings at the rate of \$50 per hour with a maximum of \$200 each way.

Travel Expenses – Travel expenses will be reimbursed at standard NC state rates for transportation, lodging, and meals for each day, or portion thereof, that the DRB

member is traveling to or from, or attending, an authorized DRB activity. Expense receipts are required. The NCTA will provide, at no cost to the Design-Build Team, administrative services such as on reference facilities, meeting rooms and copying services during DRB presentations. The Three Party Agreement and the Special Provisions contain all of the provisions for compensation and expenses of the DRB. All DRB members shall be compensated at the same daily and hourly rate.

Each DRB member may submit invoices for payment for work completed and qualified expenses no more often than once per month during the progress of work. Such invoices shall be in a format approved by the NCTA, and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the DRB member together with qualified expenses incurred. The cost records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the NCTA or Design-Build Team for 5 years after final payment. No additional compensation for services associated with the DRB, beyond that detailed above, will be provided to the DRB members.

B. Basis of Payment

Payment for accepted work will be made as follows:

The Design-Build Team shall pay the invoices of all DRB members after approval by both the Design-Build Team and the NCTA. The Design-Build Team shall then bill the NCTA for one-half of such invoices, which shall be processed in accordance with Article 104-7 of the Standard Special Provision, Division One found elsewhere in this RFP.

There shall be no markups applied to expenses connected with the DRB, either by the DRB members or by the Design-Build Team. Regardless of the DRB recommendation, neither the NCTA nor the Design-Build Team shall be entitled to reimbursement of DRB costs from the other party. If the DRB desires special technical services, both the Design-Build Team and the NCTA must agree to provide the special services following the procedures included in the Dispute Review Board, Review of Disputes, Deliberations section, contained elsewhere in this provision. If such services are approved and rendered, payment will be made under these provisions in accordance with the Dispute Review Board, Review of Disputes, Deliberations section, contained elsewhere in this provision. These special provisions and the Three Party Agreement contain all of the provisions for compensation and expenses of the DRB. All DRB members shall be compensated at the same daily and hourly rate.