

CSC Operations Staffing & Customer Contact Technology

Request for Proposals

Mandatory Pre-Proposal Scope of Services & Sites Tour Meeting

June 18, 2026

3:00 p.m. to 4:30 p.m. ET

Online via Web Conference

Proposals (Technical & Price) Due

September 2, 2026 (4:00 p.m. ET)

Physical Delivery Address

North Carolina Turnpike Authority

2501 Aerial Center Pkwy

Morrisville, NC 27560

Attn: Eliza Davis

Issue Date: May 29, 2026

Updated through Addendum 4 (July 17, 2026)

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Part I. Administrative

1. Notice of Request for Proposals

TITLE: CSC Operations Staffing & Customer Contact Technology Request for Proposals

ISSUING DATE: 05/29/2026

ISSUING AGENCY: North Carolina Turnpike Authority

CONTACT PERSON: Eliza Davis

1.1. Background and Purpose

The North Carolina Turnpike Authority (NCTA) is soliciting written Technical and Price Proposals from qualified proposing Contractors ("Proposers") capable of delivering Customer Service Center Operations (CSCO), supported by innovative Contact Center Technology (CCT) solutions that drive efficient customer service operations for the NC Quick Pass Program. The intent is to identify partners capable of delivering reliable, scalable, and efficient solutions that enhance customer experience, streamline service delivery, and support operational excellence. Proposers must demonstrate proven expertise in modern AI-driven contact center technologies, including omnichannel communication, Workforce Management, advanced reporting and analytics, and seamless system integration.

The North Carolina Turnpike Authority (NCTA), a business unit of the North Carolina Department of Transportation (NCDOT), was formed in 2002 by the North Carolina General Assembly. The mission of NCTA is to supplement the traditional non-toll transportation system by accelerating the delivery of roadway projects using alternative financing options and facilitating the development, delivery, and operation of toll roads.

NCTA operates approximately 56 miles of tolled expressway facilities on the North Carolina state highway network, including the Triangle Expressway near Raleigh, the Monroe Expressway near Charlotte, and an additional 17 miles of tolled Express Lanes on I-485 near Charlotte. In addition, NCTA's toll collection program also provides back-office toll transaction processing and customer service for the I-77 Express Lanes in Charlotte, an NCDOT public-private partnership project. In addition, there are several toll projects under construction or development in North Carolina, including Complete 540 Phase II (an extension of the Triangle Expressway), the Mid-Currituck Bridge, US-74 Express Lanes, and I-77 Express Lanes South.

NCTA's administrative and project development work is performed by professional teams comprised of NCTA staff, NCDOT staff, and consultants. This arrangement provides management oversight while assuring that necessary expertise is available when needed to advance projects in an efficient and timely manner. NCTA has primary responsibility for this Request for Proposals (RFP) process including defining the requirements addressed in this RFP, the evaluation of the Proposals submitted by Proposers, and execution and oversight of the Contract.

Project Description

The Project scope will encompass the following three (3) integrated workstreams:

- Customer Service Center Operations (CSCO), including staffing, training, procedures, quality management, and day-to-day service delivery.
- Contact Center Technology (CCT), including design, configuration, implementation, and ongoing support of the contact center platform and enabling tools (e.g., telephony, IVR/IVA, CRM/Case Management, reporting/analytics, and workforce tools as applicable).
- End-to-end integration with NCTA's Tolling Integration Service and Data System of Record (TISDSR) to ensure secure, accurate, and timely exchange of customer, Account, transaction, and Case data across operational and technology environments.

Execution will utilize two (2) Notices to Proceeds (NTPs) to enable staged mobilization and delivery, reduce implementation risk, and enable early operational readiness while core technical capabilities are built and validated. Collectively, these components will advance NCTA's strategic objectives by translating program goals into practical, measurable outcomes—supported by clear governance, defined performance metrics and service levels, standardized operating procedures, and continuous improvement mechanisms to ensure consistent execution and sustained alignment with long-term oversight and performance standards.

In addition, Proposers are expected to detail their approach to implementation, ongoing support, security, and innovation, ensuring alignment with current industry standards and future growth needs.

1.1.1. NCTA Project Goals

NCTA's Project goals are as follows:

- Establish and sustain high-performing Customer Service Center Operations (CSCO) that deliver consistent, timely, and accurate customer support through standardized procedures, training, and quality management.
- Implement and operate a reliable, scalable Contact Center Technology (CCT) environment that enables efficient customer service delivery across supported channels (e.g., telephony, IVR, Chat, etc.) supported by Case Management, advanced reporting/analytics, and workforce capabilities as applicable.
- Leverage AI-enabled automation (as appropriate) to streamline routine interactions and back-office tasks, improve response accuracy and consistency, and optimize staffing through deflection, assistive Agent tooling, and workflow automation.
- Enable secure, accurate, and timely integration with NCTA's Back Office System (BOS) and Tolling Integration Service and Data System of Record (TISDSR) to support end-to-end customer/account and transaction-related processes with strong data integrity.
- Execute delivery of the two (2) NTPs in a way that accelerates operational readiness and reduces implementation risk to operational customer service while technical capabilities are built, tested, and validated.

1.2. NCTA Facilities

NCTA staff, NCDOT staff, and consultants provide management oversight for all NCTA projects from the following facilities: The NCTA Headquarters, NC Quick Pass Walk-In Centers, NC Quick Pass Customer

Service Centers, the Metrolina Regional Transportation Management Center, and the Statewide Traffic Operations Center.

NCTA Headquarters

The headquarters for the NCTA staff is located at 2501 Aerial Center Pkwy, Suite 200, Morrisville, NC 27560.

NC Quick Pass Walk-In Centers (NCQP WICs)

NCTA operates two Walk-In Centers (WICs) in North Carolina, which are located in Monroe and Charlotte. The Monroe WIC is located approximately two (2) miles from the Monroe Expressway, midway between the project termini. The Charlotte WIC is located just inside the I-485 loop around Charlotte, near the midpoint of the I-77 Express Lanes. These WICs are in the vicinity of NCTA toll facilities for customers to perform NC Quick Pass business activities in person. The WICs are responsible for housing the following services:

- Customer account creation and closure, management, and maintenance;
- Account conversion management; and
- Walk-in customer service (e.g., dispute resolution, account payments, and replenishments).

NC Quick Pass Customer Service Centers (NCQP CSCs)

NCTA currently operates two (2) NC Quick Pass Customer Service Centers (NCQP CSCs) in North Carolina. One is in Rocky Mount, which is co-located with other NC state buildings. The second one is in Winston-Salem. The NCQP CSCs house the:

- Call center;
- Account management activities;
- Back-office operations activities; and
- The NCQP CSCs also provide office space for the CSC management team, NCTA agency and consultant staff.

Metrolina Regional Transportation Management Center (MRTMC)

Highly trained NCTA operators monitor and manage traffic operations and coordinate incident response and maintenance/construction work for the Monroe Expressway and I-485 Express Lanes from the Metrolina Regional Transportation Management Center (MRTMC) located in Charlotte at 2327 Tipton Dr. These operators are co-located with NCDOT managed operators who oversee the Charlotte regional road network. The NCTA operators are responsible for monitoring the Monroe Expressway from 5:30 a.m. to 9:30 p.m., 5-days a week using closed-circuit TV (CCTV) cameras, vehicle detectors, and Toll Zone security cameras. Additionally, they monitor roadside toll technology and facilities.

Statewide Transportation Operations Center (STOC)

NCTA operators at the Statewide Transportation Operations Center (STOC) Traffic Management Center (TMC) monitor the Triangle Expressway and take over management of the Monroe Expressway and I-485 Express Lanes during the hours the MRTMC is not staffed. The STOC is located at the North Carolina National Guard's Joint Force Headquarters at 1636 Gold Star Drive in Raleigh. The operators have the same

duties, responsibilities, and tools at their disposal as the operators at the MRTMC. The STOC is staffed 24 hours a day, 7 days a week, 365 days a year.

1.3. NCTA Toll Program

NCTA operates and manages the NC Quick Pass® Electronic Toll Collection (ETC) and Toll Invoice programs utilized for toll facilities in North Carolina.

NC Quick Pass Transponder Accounts

As of April 2026, there are over 768,870 active prepaid NC Quick Pass Transponder Accounts with over 1.52 million active Transponders. NC Quick Pass Transponder Account holders have multiple Transponder options to fit specific travel needs, including paying tolls in other states. In addition, NC Quick Pass Transponder users receive a discounted toll rate on North Carolina toll facilities.

NC Quick Pass maintains partnership agreements with E-ZPass®, Florida's SunPass® and Georgia's Peach Pass®. The partnership with E-ZPass allows more than 51 million drivers with E-ZPass Transponders to use toll facilities in North Carolina, and enables all 19 states to accept NC Quick Pass as a form of payment. Similar agreements with SunPass and Peach Pass offer numerous toll payment options for travelers in the southeastern United States.

Currently, approximately seventy-four percent (74%) of tolls on the Triangle Expressway and I-77 Express Lanes are paid via prepaid Accounts. On the Monroe Expressway, approximately sixty-one percent (61%) of tolls are paid via prepaid accounts, and on the I-485 Express Lanes, approximately sixty-eight percent (68%) of tolls are paid via prepaid Accounts.

NC Only Accounts

As of April 2026, there are over 10,970 active prepaid NC Only Accounts. The NC Only Account type is a type of NC Quick Pass Account that allows customers without a Transponder to receive a discounted toll rate only on North Carolina toll roads. This Account type is for customers who only drive on North Carolina toll facilities.

Toll Invoice Accounts

As of April 2026, there are over 2.39 million active Toll Invoice Accounts. Customers traveling toll roads in North Carolina without a Registered Account (or Interoperable Transponder) are invoiced at a higher toll rate through the Toll Invoice program. The registered owner of the vehicle is identified by license plate, and an invoice is mailed to the address registered with the NC Division of Motor Vehicles (NCDMV). If the bill is not paid within thirty (30) days from the date of the invoice, the vehicle's registered owner could incur fees, civil penalties, DMV registration holds, and/or be turned over to a collection agency.

NC Quick Pass Operational Back Office (OBO)

The NC Quick Pass Operational Back Office (OBO) provides a centralized image processing system, reporting analytics and dashboards for all future roadways. The OBO will manage transaction processing, transponder status file processing, and determine transponder priority based on NCTA Business Rules. The system will provide the following functionality:

- Secondary OCR for all transactions;
- Manual image review;
- Transponder file processing;
- Determining AVI versus image transaction; and
- Reporting and data warehouse.

NC Quick Pass Back Office System Technology and Operations

The NC Quick Pass operations contractor provides customer service support using a separate contractor's existing Commercial Back Office System (CBOS). The CBOS manages all the North Carolina toll collection system functionality and serves as an Electronic Toll Collection (ETC) clearing house for all toll transactions produced in the State. The current system provides functionality for:

- Posting all lane transactions (ETC, image-based and interoperable) to Registered Accounts and Toll Invoice Accounts.
- Customer service and customer interaction (website, mobile app, Interactive Voice Recognition (IVR), email, text message, etc.
- Financial transactions and account replenishment.
- Financial and lane transaction reconciliations.
- Revenue management.
- Inventory management and tracking; and
- Reporting.

The CBOS maintains all Registered Accounts and Toll Invoice Accounts. Numerous interfaces required for Interoperability, license plate lookup, document mailing, banking, credit card processing, collections, etc. are in place supporting on-going business processes.

1.4. NCTA Contact Person

Eliza Davis is the contact person on this RFP. Any questions in regard to this RFP shall be directed in writing to NCTA_CSC_Ops_RFP@ncdot.gov.

1.5. Information Posting

It is the responsibility of all prospective Proposers interested in responding to this RFP to routinely check the NCTA website at <https://connect.ncdot.gov/business/turnpike> for any revisions, question responses, Addenda, and changes to schedule and announcements related to this RFP. NCTA also will develop an email distribution list of contact persons for the Proposers who submit a Proposal and will email this additional information to such contact persons; however, this does not relieve Proposers of the responsibility to be aware of all additional information related to this RFP posted via the websites. NCTA and NCDOT grant permission to use its logo on Proposal Submittals.

2. General Information

2.1. RFP Inquiries and Notices

Proposers shall submit RFP inquiries as instructed below.

2.1.1. How to RSVP to the Mandatory Pre-Proposal Scope of Services & Sites Tour Meeting

Parties interested in submitting a Proposal must attend the Mandatory Pre-Proposal Scope of Services & Sites Tour Meeting. To attend the mandatory meeting, an interested party must register using this Microsoft form: <https://forms.office.com/g/PBHvjbgjqR>. After submitting the Microsoft form, an email will be sent to the attendee's email address which will contain an attachment with the Microsoft Teams meeting details.

NOTE: Meeting registration will not be accepted after the deadline referenced in *Table I-1: Procurement Schedule*.

2.1.2. Submitting Questions during the Q&A Period

If Proposers have any questions regarding this RFP, they shall be submitted using the Proposer Questions Form found in **Exhibit A: Proposer Questions Form** by the deadline referenced in *Table I-1: Procurement Schedule*. All answers to these submitted inquiries will be posted on the NCTA website at <https://connect.ncdot.gov/business/turnpike> by the due date referenced in *Table I-1: Procurement Schedule*. Only inquiries in writing will be accepted by NCTA, and only written responses will be binding upon NCTA.

2.1.3. Submitting Questions after the Q&A Period

After the question-and-answer period, any additional questions regarding this RFP shall be emailed to the NCTA Contact Person identified in Part I, Section 1.4. Only inquiries in writing will be accepted by NCTA, and only written responses will be binding upon NCTA. Any inquiries received after the deadline referenced in *Table I-1: Procurement Schedule* may or may not be answered by NCTA at NCTA's sole determination.

2.2. Policy Statement

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of NCTA, as those may be amended. All future amendments to any such laws, regulations and applicable NCTA policies and procedures shall be applicable to this procurement. Refer to **Attachment A: North Carolina Turnpike Authority Policies and Procedures for the Procurement of Commodities and Services**.

2.3. Non-Solicitation Provision

From the date that this RFP is issued until the award of Contract is announced, Proposers shall only contact NCTA in the manner identified in Part I, Section 1.4 with respect to any facet of this procurement. Proposers shall not be permitted to contact any NCTA or NCDOT employee, agent, or Evaluation Committee member with respect to this procurement. Violation of this provision shall result in the disqualification of the Proposer's Proposal.

2.4. Cost Incurred Responsibility

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

Exception: Per Part I, Section 4.6 Stipend Provision, NCTA shall offer the unsuccessful top-ranked Proposers a stipend for their coordination of work with NCTA and preparation for use case demonstrations, as further outlined in Part I, Section 4.4. Proposers that are not top-ranked shall not receive any stipend, and NCTA shall not be liable for any costs incurred by the Proposer in preparation of its Proposal response.

2.5. Right to Reject

NCTA retains the right and option to reject any and all Proposals for any reason at its sole discretion, including, but not limited to, the following: failing to attend the Mandatory Pre-Proposal Scope of Services Meeting, failing to include any of the required information in the specified order, as further detailed in **Part IV, Proposal Content**, or failing to strictly comply with any of the instructions or mandates contained in the RFP.

2.6. Right to Cancel

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

2.7. Right to Amend and Addenda

NCTA reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of NCTA. If it becomes necessary to revise any part of this RFP, a written Addendum to the solicitation will be sent via email to the RFP email list and will be posted to NCTA's website in accordance with Part I, Section 1.5 Information Posting. NCTA expects to issue the last Addendum no later than the date for NCTA Inquiry Responses and Addendum (if required) Issued provided in **Table I-1: Procurement Schedule**. NCTA will not be bound by, and the Proposer shall not rely on, any oral or written communication or representation regarding the RFP documents, except to the extent that it is contained in an Addendum to these RFP documents or in the questions and answers as posted on the NCTA web site. In the case of a conflict between Addenda the latest Addendum shall apply.

Proposers are required to confirm the receipt of all Addenda issued to this RFP by completing **Exhibit B-1: Acknowledgement of Receipt of Addenda** and including the completed form in the Technical Proposal Section 8.

2.8. Written Clarifications

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

2.9. Oral and Referenced Explanations

NCTA will not be bound by oral explanations or instructions given by anyone at any time during the Proposal process or after Contract award. NCTA will not consider Proposer referenced information not included in the

Proposal; however, NCTA may consider other sources in the evaluation of Proposals, such as references, financial ratings, Proposer oral presentations and engineer's estimates, for example.

2.10. Oral Presentations and Interviews

NCTA reserves the right to request oral presentations and interviews with Proposers if NCTA decides that oral presentation and interviews are in its best interests. If oral presentations and interviews are used, NCTA will develop a compliant list for the oral presentations and interviews based on the scores of the Technical Proposals. See Part I, Section 4 Procurement Evaluation Process for more details.

In advance of any oral presentations and interviews, Proposers will be given detailed instructions on what the format and content of the presentation and interview will be, including what functionality, if any shall be demonstrated.

2.11. Proposal Submittal Deadline

Complete and separate Technical Proposals and Price Proposals shall be delivered by mail or to the front desk of the NCTA Office Building location presented on the cover page of this RFP, before the due date and time provided in **Table I-1: Procurement Schedule**, where they will be logged in as received. NCTA will not accept Proposals delivered after the due date and time.

2.12. Submittal Responsibility

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

2.13. Waivers

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

2.14. Modification or Withdrawal of Proposals

NCTA will permit modifications to a Proposal after Proposal Submittal until the specified due date and time for accepting Proposals provided in **Table I-1: Procurement Schedule**. The Proposal may be picked up by a representative of the Proposer provided that the request to modify is in writing, is executed by the Proposer or the Proposer's duly authorized representative and is submitted to NCTA. It is the Proposer's responsibility to resubmit a Proposal before the deadline in accordance with the instructions and requirements for Proposal submission detailed in this RFP.

A Proposer may withdraw a Proposal without prejudice prior to the Submittal deadline provided in **Table I-1**, provided that the request is submitted in writing to the contact person noted in Part I, Section 1.4 NCTA Contact Person, is executed by the Proposer or the Proposer's duly authorized representative and is submitted with NCTA.

2.15. Confidentiality and RFP Ownership

The North Carolina Turnpike Authority 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. NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance with applicable Federal and State laws or regulations. NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum. Any material labeled as confidential constitutes a representation by Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. § 132-1.2. Proposer are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

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

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

In accordance with G.S. § 136-28.5, bids and documents submitted in response to an advertisement, or this RFP shall not be public record until the NCTA issues a decision to award or not to award the Contract.

2.16. Contractual Obligations

NCTA will not be required to evaluate or consider any additional terms and conditions submitted with a Proposal. This applies to any language appearing in or attached to the document as part of the Proposer's Proposal. By execution and delivery of this RFP and Proposal, the Proposer agrees that any additional terms and conditions or changes to the terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect unless such are specifically accepted by NCTA. Further, all exceptions must be taken

in accordance with the instructions set forth in Part IV, Section 1.1 Content of Technical Proposal (J. Proposal Section 7).

2.17. Proposer's Bid

By submitting a Proposal to NCTA, the Proposer agrees that the Contractor's Technical Proposal and Price Proposal shall remain effective one hundred and eighty (180) Calendar Days after the deadline for submitting the Proposal. If NCTA determines it is in the best interest, NCTA may request that Proposers extend the date through which the Price Proposals are valid. Requests by NCTA for time extensions of Price Proposal validity will not result in change to the prices as stated in the original Price Proposals unless so specified in the request to extend or subsequently agreed to by NCTA in writing.

2.18. Certificate to Transact Business in NC

As a condition of Contract award, each out-of-state Contractor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of the Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law.

If applicable, the Contractor shall provide the Certificate of Authority to Transact Business in North Carolina to NCTA within fourteen (14) Calendar Days upon Notice of Award.

2.19. Historically Underutilized Businesses

2.19.1. Policy

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women Contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Contractors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business (HUB) program by the utilization of diverse firms as 1st or 2nd tier Subcontractors.

2.19.2. Obligation

In compliance with Title VI, 23 CRF 200, 230, 635, 117(d) and (e) and 49 CFR Parts 21 and 26, the Proposer and Subcontractor 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 Proposer to comply with these requirements is a material breach of this Contract, which will result in the termination of this Contract or such other remedy, as NCTA deems necessary. Refer to **Attachment B: Standard Special Provision Title VI**.

2.19.3. Participation

Due to the Scope of Work and Requirements for this Contract, specific goals are not established. However, NCTA encourages the utilization of Small Professional Services Firms (SPSF) Subcontractors and/or suppliers on professional services contracts led by NCDOT.

NCTA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely

disabled. If applicable, Proposers are required to complete **Exhibit B-2: HUB Supplemental Vendor Information Form** and include the completed form in their Technical Proposal Section 8.

2.19.4. Subcontracting

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.

The Proposer, at the time of the Technical Proposal Submittal, shall submit a list of all known Subcontractors that will participate in the performance of the identified Work. The participation of each Subcontractor shall be submitted on a separate Subcontractor Form RS-2. In the event the Proposer has no Subcontractor participation, the Proposer shall indicate this on the Subcontractor Form RS-2 by entering the word 'none' or the number 'zero' and the form shall be signed and submitted with the Technical Proposal.

The List of Subcontractors Form and RS-2 Form are both provided in **Exhibit B-3: List of Subcontractors and RS-2 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 Proposer and person responsible for delivery of Services. See instruction no. 7 on form. ***A Subcontractor Form RS-2 is required for all Subcontractors whether or not they are considered a SPSF entity.***

2.19.5. Directory of Approved Transportation Firms

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

2.19.6. Reporting Participation

When payments are made to Subcontractors, including material suppliers, firms at all levels (Contractor or Subcontractors) shall provide NCTA's contract administrator (the addressee for invoices under this Contract) with an accounting of said payments. The accounting shall be listed on NCTA's Subcontractor Payment Information Form (Form DBE-IS). In the event the firm has no Subcontractor 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 NCDOT website at [https://connect.ncdot.gov/projects/planning/TransPlanManuals/MPO_Contractor%20_Payment_Form\(DBE-IS\).pdf](https://connect.ncdot.gov/projects/planning/TransPlanManuals/MPO_Contractor%20_Payment_Form(DBE-IS).pdf).

A responsible fiscal officer of the payee Firm, 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.

2.20. Federal Aid Requirements

Due to the potential of Federal Aid in implementations of various portions of NCTA CSC Operations Staffing & Customer Contact Technology RFP, NCTA has provided related instructions and information in **Attachment B: Standard Special Provision Title VI**. Proposers shall also include the appropriate completed Non-Collusion Forms provided in **Exhibit B-4: Non-Collusion Forms** in Technical Proposal Section 8.

2.21. Insurance Requirements

The Contractor, at all times during the Term of this Agreement, shall maintain the ability to secure insurance in such form as is satisfactory to NCTA, and will furnish NCTA with continuing evidence of insurance viability as provided below. Insurance shall be secured according to Task Orders executed within this Contract. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of North Carolina and all such insurance shall meet all laws of the State of North Carolina. The 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.

NCTA shall be named as an “additional insured” on all applicable coverage. The Contractor shall provide NCTA with certificates issued by the insurer showing the required coverage to be in effect and showing NCTA to be an additional insured. Such policies shall provide that the insurance is not cancelable except upon thirty (30) Calendar Days prior written Notice to NCTA. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty (30) Calendar Days advance Notice shall be given to NCTA or as provided in accordance with North Carolina law. Material change includes but is not limited to change in limits, coverage, or status of the policy. Copies of all insurance policies and endorsements shall be provided to NCTA upon request.

NCTA reserves the right to review all insurance coverage and amounts of insurance coverage on an annual basis and to require the Contractor to adjust the insurance coverage and amounts of insurance coverage based on industry standards for contracts of this size and type. Contractor shall timely pay all premiums and deductibles when due for all insurance coverage required herein.

The Contractor shall not commence any Work until it has obtained the following types of insurance, and a certificate of such insurance has been received and Approved by NCTA. Nor shall the Contractor allow any Subcontractor to commence Work until all insurance required of the Subcontractor has been obtained. The Contractor shall provide the required Certificates of Insurance to NCTA within fourteen (14) Calendar Days upon Notice of Award for the initial Technical and Price Proposal submitted to NCTA. Subsequent Certificates of Insurance shall be provided to NCTA within fourteen (14) Calendar Days after the Task Orders executed within this Contract.

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 in its Technical Proposal and throughout the Contract Term:

1. Worker's Compensation - The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Contractor's employees who are engaged in any Work under the Contract. If any Work is sublet, the Contractor shall require the Subcontractor to provide the same coverage for any of his employees engaged in any Work under the Contract; and
2. Commercial General Liability Policy - Combined Single Limits: \$1,000,000.00 per person, \$3,000,000.00 per occurrence The Commercial General Liability Policy shall include contractual liability coverage and shall be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.
3. Business Automobile Liability Policy - To include liability coverage covering all owned, hired and non-owned vehicles used in connection with the Contract. Combined Single Limits: \$1,000,000.00 per person \$3,000,000.00 per occurrence; and
4. Professional Liability Policy- Any other provision herein to the contrary notwithstanding, the Professional Liability Policy shall be with a company authorized to do business in the State of North Carolina, affording professional liability coverage for the professional services to be rendered in accordance with this Contract in the amount of at least one million dollars (\$1,000,000). The Contractor shall maintain professional liability coverage for a minimum of three (3) years after completion of the Services rendered under this Contract.
5. Technology Errors & Omissions- The Contractor shall maintain technology errors & omissions liability (or technology professional liability coverage) insurance, covering liability for all professional products and services performed, including liabilities arising from acts, errors or omissions in rendering computer or information technology services including (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing development and design (6) systems design, consulting, development and modification (7) training services relating to computer Software or Hardware (8) management, repair and Maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer Hardware or Software (10) data entry, modification, verification, Maintenance, storage, retrieval or preparation of data output with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for Software copyright liability and contractual liability. Such Technology E&O insurance coverage may be met through or combined with the Professional Liability Insurance referenced in paragraph d; however, if combined then the coverage requirement for Technology E & O insurance shall be equal or greater than the combined aggregate.
6. Cyber Liability Insurance- The Contractor shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs

drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the insured is responsible that results in the inability of a third-party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than ten million dollars (\$10,000,000) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). Such Cyber Liability insurance coverage may be met through or combined with the Professional Liability Insurance referenced in the above paragraph 4 or the Technology Errors and Omissions Insurance referenced in paragraph 5 above; however, if combined then the coverage requirement for Cyber Liability insurance shall be equal or greater than the combined aggregate.

Pertaining to the above paragraphs 4, 5, 6, if coverage is written on a claims made basis, such insurance shall be maintained in force at all times during the term of this Agreement and for a period of three (3) years thereafter for Services completed during the term of this Agreement. Additionally, if a sub-limit applies to any elements of coverage, the policy endorsement evidencing the coverage above shall specify the coverage section and the amount of the sub-limit. Providing and maintaining adequate insurance coverage described herein is a material obligation of the Contractor and is of the essence of this Contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

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

2.22. Prevailing Wages

~~Contractor shall pay or cause to be paid to applicable workers employed by it or its Subcontractors to perform the Work not less than the prevailing rates of wages. Contractor shall comply and cause its Subcontractors to comply with all laws pertaining to prevailing wages. For the purpose of applying such laws, the Project shall be treated as a public work paid for in whole or in part with public funds (regardless of whether public funds are actually used to pay for the Project). It is the Contractor's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this~~

~~Contract is in effect, Contractor shall bear the cost of such changes and shall have no claim against NCTA on account of such changes.~~

3. Procurement Schedule

Below, **Table I-1: Procurement Schedule** provides a planned schedule for this RFP process, listed in the order of occurrence. NCTA reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion. In the event of such a date change, Proposers will be notified in accordance with Part I, Section 1.5 Information Posting.

Table I-1: Procurement Schedule

Milestone	Responsibility	Date
RFP Issued	NCTA	May 29, 2026
Registration Due for the Mandatory Pre-Proposal Scope of Services & Sites Tour Meeting	Proposer	June 18, 2026 (1:00 PM ET) Interested parties are required to register for the meeting using the Microsoft form provided in Part I, Section 2.1.1.
Mandatory Pre-Proposal Scope of Services & Sites Tour Meeting	NCTA	June 18, 2026, from 3:00 PM – 4:30 PM ET The meeting will be held online via web conference. The meeting may be recorded by NCTA and all attendees must state name so the company may be counted as present. See further details below.
Proposer Questions Due	Proposer	July 16, 2026 (4:00 PM ET)
NCTA Response to Questions	NCTA	July 23 August 7, 2026
Proposals (Technical & Price) Due	Proposer	September 2, 2026 (4:00 PM ET)
Notification of Proposers Shortlisted	NCTA	Week of October 26, 2026
Oral Interviews & Presentations with Shortlisted Proposers (Shortlisted Proposers to be notified as to the specific schedule within the time identified)	NCTA	Week of November 9, 2026
Notification of Top-ranked Proposers	NCTA	November 20, 2026
Discovery for Use Case Demonstrations with Top-ranked Proposers	NCTA	Week of November 30, 2026
Use Case Demonstrations with Top-ranked Proposers (Top-ranked Proposers to be notified as to the specific schedule within the time identified)	NCTA	Week of January 11, 2027

Milestone	Responsibility	Date
Ranking of Top-ranked Proposers for Negotiations	NCTA	Week of January 25, 2027
BAFO (<i>if needed</i>)	NCTA	Week of January 25, 2027
Notice of Award	NCTA	Week of February 8, 2027

3.1. Mandatory Pre-Proposal Scope of Services and Sites Tour Meeting Details

NCTA will convene a **MANDATORY** and **VIRTUAL** Pre-Proposal Scope of Services and Sites Tour meeting for interested firms on the date and time presented in **Table I-1** above. Interested parties must register for the meeting using the Microsoft form linked in Part I, Section 2.1.1 by the date and time presented in **Table I-1**. NCTA has elected to host the meeting online via web conference only. The purpose of the meeting is to present the following information:

- Details of the RFP
- Approach to the procurement
- Provide attendees with an opportunity to ask questions about the RFP
- Video tour of all site locations:
 - NCTA Headquarters – Morrisville, NC
 - NCQP WIC – Monroe, NC
 - NCQP WIC – Charlotte, NC
 - NCQP CSC – Winston-Salem, NC
 - NCQP CSC – Rocky Mount, NC

IMPORTANT NOTE: Attendance at the meeting is required for all Proposers who will submit Proposals for this Project.

4. Procurement Evaluation Process

An evaluation and negotiation process will be conducted as set forth in this Section 4 using a best value process to allow NCTA to award the Contract to the Proposer providing the best value and recognizing that best value may result in award to other than the lowest price or highest technically qualified Proposal. By using this method, the overall ranking may be adjusted up or down by the Evaluation Committee when considered with or traded-off against other non-price factors. "Best Value" procurement methods are authorized by G.S. §143-135.9 and in accordance with NCTA Policies and Procedures adopted by the NCTA Board February 18, 2009.

Pursuant to 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 offer; the Contractor's past performance; and the evaluated probability of performing the specifications 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” CSC Operations Staffing and Customer Contact Technology 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 the procurement.

4.1. Technical Proposal Pass / Fail Screening

In response to this RFP, each Proposer shall submit a Technical Proposal in strict compliance with the Requirements outlined in **Part IV, Proposal Content**. Immediately following the Technical Proposal due date, as detailed in Part I, Section 3 in **Table I-1**, an NCTA representative shall validate the completeness of each Technical Proposal, including all Technical Proposal sections, correctly completed forms, and required information. Technical Proposals which are incomplete may be rejected. Proposals that pass this screening will proceed to Technical Proposal evaluation.

Note: Proposers are advised that NCTA is not obligated to ask for, or accept after the Technical Proposal due date, data that is essential for a complete and thorough evaluation of the Technical Proposal.

4.2. Preliminary Technical Proposal and Price Proposal Evaluation

1. **Technical Proposal Preliminary Review.** The evaluation process will consist of a quantitative scoring and ranking of the Technical Proposals to ascertain how well each Proposal meets NCTA's needs for the Project. The Technical Proposals will be evaluated on their material content and their responsiveness and degree of adherence to **Part III, Scope of Work and Requirements** set forth in this document. The Evaluation Committee will review and evaluate the Technical Proposals and the other related Contract information submitted to ensure that the Proposer understands the **Part III, Scope of Work and Requirements** and has clearly expressed its intent to meet the Requirements of the Contract.
2. **Preliminary Technical Proposal Score.** Following Technical Proposal preliminary review, the Evaluation Committee will score the Technical Proposals with maximum potential technical score points for each Technical Proposal as shown below in Part I, Section 4.2.1 in **Table I-2**.
3. **Compliant or Non-Compliant.** Any Technical Proposals scored below 50 out of 70 possible total points on the preliminary scoring will be considered non-compliant and will NOT be considered further. Only Proposers that meet the minimum score of 50 will be considered compliant and will move forward in the evaluation process.
4. **Price Proposal Review & Scoring.** After completing preliminary Technical Proposal scoring, the Evaluation Committee will open and review the Price Proposals from only the compliant Proposers. The Evaluation Committee will follow the pricing evaluation process outlined in Part I, Section 4.2.2 Price Review and Scoring.

4.2.1. Preliminary Technical Proposal Scoring

During preliminary Technical Proposal scoring, Technical Proposals are scored as shown in **Table I-2** below:

Table I-2: Preliminary Technical Proposal Elements and Maximum Possible Points Breakdown

Technical Proposal Elements	Maximum Possible Points
Proposal Section 1: Firm Qualifications	5
Proposal Section 2: Operations Organizational Structure & Project Management	25
Proposal Section 3: Approach to CSCO Management	15
Proposal Section 4: Approach to CCT Solution(s) Design & Development	10
Proposal Section 5: Approach to Implementation & Transition (CSCO & CCT)	10
Proposal Section 6: Approach to O&M and Continuous Improvement (CSCO & CCT)	5
Maximum Possible Technical Points	70

4.2.2. Price Review and Scoring

The Price Proposals will be reviewed and scored as outlined below.

- a) The Evaluation Committee will use a table based on the maximum quality credit percentage to assign a quality credit percentage to each Technical Proposal based on that proposal's technical score. The maximum quality credit percentage for this Project will be 75%. The Evaluation Committee may assign point values to the nearest one-tenth of a point (e.g., 90.3). In this event, the quality credit percentage will be determined by linearly interpolating within **Table I-3** shown below.

Table I-3: Quality Credit Percentage for Technical Proposals

Technical Proposal Score	Quality Credit (%)	Technical Proposal Score	Quality Credit (%)	Technical Proposal Score	Quality Credit (%)	Technical Proposal Score	Quality Credit (%)
100	75.00%	87	55.50%	74	36.00%	61	16.50%
99	73.50%	86	54.00%	73	34.50%	60	15.00%
98	72.00%	85	52.50%	72	33.00%	59	13.50%
97	70.50%	84	51.00%	71	31.50%	58	12.00%
96	69.00%	83	49.50%	70	30.00%	57	10.50%
95	67.50%	82	48.00%	69	28.50%	56	9.00%
94	66.00%	81	46.50%	68	27.00%	55	7.50%
93	64.50%	80	45.00%	67	25.50%	54	6.00%
92	63.00%	79	43.50%	66	24.00%	53	4.50%
91	61.50%	78	42.00%	65	22.50%	52	3.00%
90	60.00%	77	40.50%	64	21.00%	51	1.50%
89	58.50%	76	39.00%	63	19.50%	50	0.00%
88	57.00%	75	37.50%	62	18.00%		

- b) The Evaluation Committee will review the Price Proposals and apply the quality credit as defined above. If the Price Proposal is within the acceptable range of the Engineer's Estimate or NCTA's Plan of Finance budget, the Proposer(s) with the lowest adjusted price will be selected.
- i. **Table I-4** below shows an example of the calculation involved in this process. In this example, Vendor A is the successful Contractor and Vendor E failed to qualify as their Technical Score was below 50.

Table I-4: Example of Quality Credit Percentage Applied to Technical Proposal Scores

	Technical Proposal Score	Quality Credit %	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
Vendor A	95.0	67.50%	\$350,000.00	\$236,250.00	\$113,750.00
Vendor B	91.0	61.50%	\$310,000.00	\$190,650.00	\$119,350.00
Vendor C	80.0	45.00%	\$301,000.00	\$135,450.00	\$165,550.00
Vendor D	86.0	54.00%	\$270,000.00	\$145,800.00	\$124,200.00
Vendor E	49.0	0.00%			
Note 1: Maximum Technical Proposal Score Percentage is 75%					
Note 2: Minimum Technical Proposal Score to Qualify is 50					

- c) NCTA reserves the right to request a Proposer to confirm or withdraw the Price Proposal which deviates from the average of all other qualified Price Proposals by more than 15%. If a Proposer confirms their Price Proposal which deviates from the average of all other qualified Price Proposals by more than 15%, NCTA reserves the right to disqualify the Proposal unless the Proposer provides supporting documentation sufficient to, in NCTA's sole discretion, explain the reason for the deviation.

4.3. Proposer Shortlisting

After calculating the adjusted price (see Part I, Section 4.2.2) for each compliant Proposer, the Evaluation Committee will determine which Proposers to shortlist.

- Oral Presentations and Interviews.** NCTA will invite shortlisted Proposers to participate in oral presentations and interviews. The oral presentations and interviews, and any required demonstrations conducted therein, will provide an opportunity for the Evaluation Committee to further its understanding of the Technical Proposals and score up to an additional 10 points.
- Updated Technical Proposal Score.** After the oral presentations and interviews, the Evaluation Committee will perform the following steps:
 - Re-evaluate and adjust, in NCTA's sole discretion, the preliminary Technical Proposal score (from Part I, Section 4.2.1) based on the clarifications received on the Technical Proposal content during the oral presentation and interview. This re-evaluation will result in an updated Technical Proposal score.
 - Note: During updated Technical Proposal scoring, the shortlisted Proposers may be awarded up to 10 additional points based on their oral presentation and interview, resulting in a maximum possible updated Technical Proposal score of 80 points.
 - The updated Technical Proposal score will then be used to calculate the quality credit percentage as outlined above in Part I, Section 4.2.2.

3. **Top-ranked Proposers.** Based on the calculated adjusted price for each shortlisted Proposer, the Evaluation Committee will determine the number of top-ranked Proposers to invite to the use case demonstrations.

4.4. Use Case Demonstrations & Final Evaluation

The Evaluation Committee will invite the top-ranked Proposers to participate in a use case demonstration to validate the Proposer's understanding of the scope of work and ability to operationalize the proposed solution. NCTA will provide structured use cases reflecting toll operations and CCaaS scenarios. Proposers shall demonstrate how their proposed solution, staffing model, processes, and technology platform address each use case.

Note: Qualifying top-ranked Proposers will be eligible to receive a stipend. Refer to Part I, Section 4.6 for additional details regarding stipend eligibility and requirements.

1. **Use Case Demonstration Notification & Preparation.** NCTA will notify the top-ranked Proposers of their qualification to participate in the use case demonstrations. Detailed information regarding the specific use cases, demonstration requirements and meeting details will be provided in the notification letter. Each top-ranked Proposer will be provided a designated discovery period during which it may meet with NCTA to ask questions and seek clarification regarding the use cases and demonstration requirements.
2. **Use Case Demonstrations.** Each top-ranked Proposer will be allocated up to four (4) hours to conduct an interactive demonstration and the technical architecture of the 3 to 5 use cases provided by NCTA. Demonstrations will be conducted in-person at NCTA's office in Morrisville, NC. All demonstration materials, equipment, software, connectivity, and related resources must be provided by the Proposer unless otherwise approved in advance and coordinated with NCTA.
 - a. **NOTE:** Only the features, functions, capabilities, integrations, reports, configurations or performance characteristics outlined in the Proposer's Technical Proposal for the proposed solution can be demonstrated.
3. **Final Technical Proposal Score.** After the use case demonstrations, the Evaluation Committee will perform the following steps:
 - a. Re-evaluate and adjust, in NCTA's sole discretion, the updated Technical Proposal score (from Part I, Section 4.3) based on the use case demonstration. This re-evaluation will result in the final Technical Proposal score.
 - i. **Note:** During final Technical Proposal scoring, the top-ranked Proposers may be awarded up to 20 additional points based on their use case demonstration, resulting in a maximum possible final Technical Proposal score of 100 points.
 - b. The final Technical Proposal score will then be used to calculate the quality credit percentage as outlined above in Part I, Section 4.2.2.
4. **Best Value.** Based on the calculated adjusted price for each top-ranked Proposer, the determination of "best value" will be made based on the merits of the top-ranked Proposers. The combination of the Price Proposal and the final Technical Proposal score will factor into the determination of "best value", recognizing that "best value" may result in award to a top-ranked Proposer other than the one with lowest price or highest technically.

4.5. Negotiations and Best and Final Offers (BAFOs)

NCTA reserves the right to negotiate with multiple Proposers concurrently or in serial at its sole discretion that are determined to be in a competitive range based upon the evaluation process described above. NCTA may select none, one, or more than one Proposer. Finalist Proposers may be requested to provide Best and Final Offers (BAFOs) in response. If BAFOs are requested, NCTA will evaluate the BAFOs and adjust its evaluation of the Proposer's respective Proposal accordingly. Further, should negotiations with one Proposer not be successful, NCTA reserves the right to negotiate with the next top-ranked Proposer or Proposers at NCTA's sole determination.

4.6. Stipend Provision

In the event that NCTA suspends or discontinues the procurement process prior to the top-ranked Proposers' use case demonstration, no stipulated fee will be paid.

Once Notice of Award is made, an unsuccessful top-ranked Proposer can apply for the stipulated fee of \$30,000 by notifying the NCTA Contact Person in writing and providing an original invoice within sixty (60) Calendar Days of Notice of Award.

If the unsuccessful top-ranked Proposer accepts the stipulated fee, the NCTA reserves the right to use any ideas or information contained in the Proposal, whether incorporated into the Proposal or not, in connection with any contract awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful top-ranked Proposer. The stipulated fee will be paid to eligible unsuccessful top-ranked Proposers within ninety (90) Calendar Days after the award of the contract or the decision not to award. Unsuccessful top-ranked Proposers may elect to refuse payment of the stipulated fee and retain any rights to its Proposal and the ideas and information contained therein.

5. Award and Execution of Contract

5.1. Notice of Award

Following evaluation and negotiations, NCTA may execute a Contract with the successful Proposer. NCTA will notify the successful Proposer in writing via a Notification of Award letter via email.

The successful Proposer will have fourteen (14) Calendar Days after receipt of the Notification of Award to furnish the insurance and certificate to transact business in NC (if applicable) as required in the Notification of Award letter. If the successful Proposer defaults or otherwise is unable to enter into a Contract with NCTA, then NCTA may begin negotiations with the next highest ranked Proposer or Proposers as further set forth in Part I, Section 4.5, Negotiations and Best and Final Offers.

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

6. Proposer Debrief

Once a Contract has been awarded, all Proposers will be afforded the opportunity for a debriefing with NCTA regarding the relative merits of their Technical and Price Proposal submittals.

7. Protest Procedure

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

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

North Carolina Turnpike Authority
2501 Aerial Center Pkwy, Suite 200
Morrisville, NC 27560
Attn: NCTA Executive Director

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

Part II.

Documentation References

1. Acronyms & Defined Terms

Term	Acronym (if applicable)	Definition (if applicable)
Access Control Matrix	ACM	N/A
Account	-	A customer profile associated with NC Quick Pass that can be accessed by Agents to verify identity, manage services, resolve inquiries, and document interactions.
Account Update	-	The process whereby any data associated with an Account is changed.
Active Registered Account	-	All Registered Accounts in open status. See "Registered Account". <u>Note:</u> For invoicing purposes, Registered Accounts in closed, pending closed or suspended statuses are not considered 'active'.
Addendum or Addenda	-	A document created to capture any clarification, update, amendment, addition, deletion or modification made to the RFP during the procurement process.
Agent	-	An individual performing a customer interface position in the NCQP CSC or WIC, providing assistance such as account creation, payment processing, dispute resolution and correspondence to NC Quick Pass customers.
Agreement	-	Also referred to as the "Contract". It is the written Contract between NCTA and the respective Contractor covering all parts of this Project.
Agreement Term	-	The duration of the Agreement, including any authorized renewals and extensions. Also referred to as "Contract Term".
Amendment	-	Change in the Agreement executed in writing made by adding, altering, or omitting a certain part or terms.
Application Programming Interface(s)	API(s)	A set of rules and protocols that enable different software applications to communicate and exchange data with each other.
Approve	-	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action or Deliverable in writing by NCTA. Approval by NCTA shall not be construed to mean endorsement or assumption of liability by the NCTA nor shall it relieve the Contractor of its responsibilities under the Agreement.

Term	Acronym (if applicable)	Definition (if applicable)
Artificial Intelligence	AI	Systems that perform tasks normally requiring human intelligence, such as perception, reasoning, and decision-making including machine learning, natural language processing, and Generative AI—to automate, analyze, and optimize proposal workflows, from parsing requirements to generating accurate, compliant content.
As-Built(s)	-	Final design documents that reflect the actual conditions and configuration of a system or facility as constructed and implemented, including any changes made during installation compared to the original design.
Attachment	-	Any documentation, appended to this Contract, which does not establish a requirement for Deliverables.
Automated Clearing House	ACH	N/A
Automatic Call Distribution	ACD	A telephony system feature—commonly used in contact centers—that automatically routes incoming phone calls to the most appropriate Agent or group of Agents based on predefined rules.
Automatic Vehicle Identification	AVI	A technology used in electronic toll collection systems to automatically identify a vehicle and associate it with a customer Account.
Average Handle Time	AHT	The average total time an agent spends handling a customer interaction from start to finish. $AHT = (Talk\ Time + Hold\ Time + After\ Call\ Work) \div Number\ of\ Interactions$
Back Office System	BOS	See “Commercial Back Office System (CBOS)”.
Baseline Schedule	-	The Approved Project timeline for implementation that establishes planned start and finish dates, milestones, and sequencing of activities, serving as the reference point for measuring progress and managing changes.
Bill of Materials	BOM	A comprehensive inventory that identifies each item needed to produce a product, including quantities, descriptions, versions, manufacture/vendor, part number, dependencies or relationships between components, and type (ie: hardware, software, or service).
Business Day	-	A day, excluding NCTA observed Holidays, Saturdays, and Sundays.

Term	Acronym (if applicable)	Definition (if applicable)
Business Policies	-	A set of policies, rules, and procedures established by NCTA that directs the NC Quick Pass Program operations. Also referred to as "NC Quick Pass Business Policies".
Business-to-Business	B2B	N/A
Calendar Day	-	Every day, including weekends and Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Case	-	Work that is not handled in real time and queued by the BOS for processing by the Contractor. Refer to Part III, Section 4.2.3.7 Case Management and Section 5.1.3 Case Management Tool for additional information.
Case Management	-	The process of logging, tracking, and resolving customer requests from start to finish, ensuring each issue is handled efficiently, assigned timely, and closed with proper documentation.
Commercial Back Office System	CBOS	Customer account management system includes all business interfaces to process payments for prepaid accounts, invoice customers, process payments for post-paid customers, and maintain customer accounts. The CBOS also interfaces with Interoperable Agencies in participating programs and to specialized third-party aggregators such as mobile applications, fleet, or commercial drivers. See "Back Office System (BOS)".
Commercial-Off-the-Shelf	COTS	N/A
Computer Telephony Integration	CTI	N/A
Contact Center as a Service	CCaaS	A cloud-based solution that enables organizations to manage customer interactions across voice and digital channels using centrally managed applications, tools, and analytics.
Contact Center Technology	CCT	The set of tools and systems used to manage and support customer interactions across channels.
Contract	-	See "Agreement".

Term	Acronym (if applicable)	Definition (if applicable)
Contract Documents	-	All of the documents that make up the Contract, including but not limited to: • Executed Agreement, including RFP, all executed RFP Addenda, BAFO, and Amendments; • Part I, Administrative; • Part II, Defined Terms and Acronyms; • Part III, Scope of Work and Requirements, as conformed; • Part IV, Proposal Content • Part V, Terms and Conditions; • Contractor's Technical Proposal • Contractor's Price Proposal • Other Proposer Materials
Contract Term	-	See "Agreement Term".
Contractor	-	The person, firm, corporation or entity undertaking the execution of the Work with whom NCTA has entered into an Agreement.
CSC Program	-	See "NC Quick Pass Program".
Customer Relationship Management	CRM	A process supported by user interfaces and software that captures, manages, analyzes, and improves customer interactions and communications.
Customer Satisfaction	CSAT	A CSAT score indicates the satisfaction level of a customer with the product or services.
Customer Service Center(s)	CSC(s)	Any location that houses the call center, account management activities, and back-office operations activities. The CSCs also provide office space for the CSC management team, NCTA agency and consultant staff. Also referred to as "NCQP CSC(s)".
Customer Service Center Operations	CSCO	Day-to-day activities and processes involved in receiving, managing, and resolving customer inquiries and issues across all service channels, ensuring timely responses, consistent service, and efficient use of staff and systems.
Deliverable(s)	-	All documentation and any items of any nature submitted by the Contractor to the NCTA's Contractor Project Manager for review and approval pursuant to the terms of this Agreement. See "Submittal".

Term	Acronym (if applicable)	Definition (if applicable)
Department/Division of Motor Vehicles	DMV	An authority responsible for motor vehicles registrations and provides ownership data to NCTA for vehicle owner identification. See "NCDMV"
Direct Inward Dial	DID	DID lets callers reach a specific user or extension directly using a dedicated public phone number—without going through a main line, receptionist, or auto-attendant.
Disaster Recovery	DR	A set of policies, processes, systems, and capabilities designed to restore customer service center operations and supporting technology following a disruptive event that causes partial or total service outage.
Dual-Tone Multi-Frequency	DTMF	N/A
Evaluation Committee	-	The Committee NCTA will use to evaluate Proposer Materials as described in this RFP, to determine the Best Value Proposer.
Exhibit	-	A supplement to this Contract that establishes requirements for Deliverables.
Express Lane	-	A limited access expressway lanes or roadways separated from adjacent general-purpose lanes and employing payment of tolls to manage demand.
Extra Work Orders	-	Changes resulting in additions or deletions to the type or value of Services provided pursuant to this Agreement as directed by NCTA.
Full-Time Equivalent	FTE	N/A
General Ledger	GL	N/A
Generative AI	-	AI that creates new content (text, images, code, etc.) based on training data.
Go-Live	-	The point in a project when a system, service, or capability is formally placed into production and made available for operational use by users or customers. *This Project will be comprised of multiple Go-Lives based on the Requirement completion for NTP1 Part A and Part B, and NTP2.
Graphical User Interface	GUI	The visual layer of a software application that allows users to interact with it using icons, buttons, menus, forms, and dashboards instead of typing commands.

Term	Acronym (if applicable)	Definition (if applicable)
High Occupancy Vehicle	HOV	Vehicle carrying a minimum number of occupants as defined by NCTA to qualify for special roadway privileges.
Holidays	-	Days that are designated by NCTA as Holidays for purposes of this Agreement.
Implementation Schedule	-	Detailed, working Project schedule used to execute the implementation and update progress against the Baseline Schedule, reflecting current timelines, sequencing, and any changes as the Project advances.
Independent Validation and Verification	IV&V	N/A
Interactive Voice Response	IVR	An automated phone system that interacts with callers, gathers input (via voice or keypad), and routes or resolves requests without a live Agent.
Interface	-	A point of interaction between two systems for the exchange of data.
Interface Control Document	ICD	This document defines the file/data exchange formats and related business policies for processing data or transactions between the CBOS contractor's system and third-party systems.
Intelligent Virtual Agent	IVA	An AI-powered system that uses natural language processing to interact with customers through conversation and machine learning to automate customer service, support, and complex, multi-step conversations across channels.
Interoperable/Interoperability	IOP	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions generated on an agency's roads by customers of the other agency or entity. Generally, requires that reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	-	For customer convenience, NCTA has formed agreements with toll agencies from the E-ZPass Group (EZG), Florida and other surrounding states to allow customers to use one toll account to travel throughout many of the toll roads in the eastern and north eastern portion of the United States, regardless of which toll authority operates the road.
Interoperable Partner	-	Toll agencies that have a relationship that is Interoperable with NCTA and/or other toll agencies.

Term	Acronym (if applicable)	Definition (if applicable)
Invoice Adjustment	-	A reduction in the Contractor's invoice for services resulting from Liquidated Damages or other damages caused by the Contractor's failure to comply with Key Performance Indicators.
Key Performance Indicators	KPIs	Technical performance measurements or metrics used to evaluate Contractor performance.
Knowledge Base	-	Centralized, organized repository of information that stores structured and unstructured content so it can be easily searched, accessed, and reused by people and/or AI systems to support decision-making, learning, and content aware responses.
Liquidated Damage(s)	LD(s)	Damages, whose amount the parties designate during the formation of a contract, for the injured party to collect as compensation upon a specific breach.
Metrolina Regional Transportation Management Center	MRTMC	<i>*See Part I, Section 1.2 NCTA Facilities for a description.</i>
Multi-Factor Authentication	MFA	N/A
NCTA Designated Representatives	-	Person or persons authorized by NCTA to represent NCTA in all dealings with the Contractor.
NC Quick Pass	NCQP	See "NC Quick Pass Program".
NC Quick Pass Customer Service Operations Plan	NCQP CSOP	N/A
NC Quick Pass Program	-	North Carolina's electronic toll payment program that allows customers to pay tolls by a Registered Account or a Toll Invoice Account. See "CSC Program" and "NC Quick Pass".
Nixie	-	A piece of mail sent to an NC Quick Pass customer and returned by the Post Office to a NC Quick Pass Customer Service Center as undeliverable.
North Carolina Department of Transportation	NCDOT	A governmental agency in North Carolina responsible for building, repairing, and operating highways, bridges, and other modes of transportation, including ferries in the U.S. state of North Carolina.

Term	Acronym (if applicable)	Definition (if applicable)
North Carolina Division of Motor Vehicles	NCDMV	See “Department/Division of Motor Vehicles (DMV)”.
North Carolina Turnpike Authority	NCTA	A Business Unit of NCDOT, responsible for supplementing the traditional non-toll transportation system serving the citizens of North Carolina by accelerating the delivery of roadway projects using alternative financing options and facilitating the development, delivery and operation of an integrated, creative system of toll roads.
Notice	-	A formal communication addressing legal and Contractual matters, not applicable to daily communications.
Notice of Project Completion	NOPC	A written confirmation that the Project Deliverables have been completed, tested (if applicable), and submitted for final review, acceptance, or closeout.
Notice to Proceed	NTP	The written authorization by NCTA designating the date and time for the Contractor to commence Work.
Operations and Maintenance	O&M	Refers to the ongoing activities required to operate, support, manage, and sustain systems and services facilities after they have been implemented and placed into production.
Operational Acceptance Test	OAT	The formal testing performed to verify that a system, service, or solution is operationally ready for production use and ongoing Operations and Maintenance (O&M).
Operational Back Office	OBO	An NCTA system that provides a centralized image processing and roadway transaction processing reporting and analytics.
Operational Observation Period	OOP	A ninety (90) Calendar Day period during which the system or service operates under normal business conditions and is observed to confirm performance, reliability, and adherence to contractual service levels prior to final acceptance.
Optical Character Recognition	OCR	A technology that converts images of text—such as scanned documents, PDFs, or photos and license plate images—into machine-readable, editable, and searchable text
Order of Precedence	-	The order in which Agreement documents control in the event of a conflict or ambiguity in such documents.

Term	Acronym (if applicable)	Definition (if applicable)
Payment Card Industry	PCI	N/A
Payment Card Industry Data Security Standard	PCI DSS	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 or fined.
Performance Requirements	-	The required level of performance standards for this Contract as set forth in Part V, Terms and Conditions and Part III, Scope of Work and Requirements .
Plan(s)	-	Contractor Deliverable that identifies approach to a particular aspect of the Work submitted for Approval in accordance with Part III, Scope of Work and Requirements .
Preliminary Design Documentation	PDD	A document that presents the initial design concepts, system architecture, and implementation approach for technology solutions. It provides a clear understanding of the proposed solution before development begins.
Price Proposal	-	Contractor pricing provided in response to this RFP and in accordance with the instructions provided herein.
Production Day(s)	-	A working day, excluding NCTA observed Holidays and Sundays.
Project	-	The total Work set forth in Part III, Scope of Work and Requirements and as further set forth and detailed in the Agreement Documents.
Project Documentation	-	The project management documents that are created throughout the Project life cycle. This includes, but is not limited to, the project plans, schedule, design documents, and procedures that the project team should follow.
Project Management Plan	PMP	A document that defines how the Project is executed, monitored and controlled. It integrates and consolidates all subsidiary plans and baselines into a single, coherent framework that guides the project team and stakeholders throughout the project lifecycle.
Proposal	-	See "Proposer Materials".
Proposer	-	An entity that has submitted Proposer Materials in response to this RFP.

Term	Acronym (if applicable)	Definition (if applicable)
Proposer Materials	-	Documentation submitted by the Proposer in response to this RFP.
Public Switched Telephone Network	PSTN	N/A
Quality Assurance	QA	A process which occurs after the final Work product is complete, to ensure the Work was completed as expected and required.
Quality Control	QC	A process which occurs before a final product is produced or presented, to ensure the Work product is accurate.
Quality Management Plan	QMP	A document that defines how quality requirements, standards, and expectations will be met within the project. The document describes the policies, roles, responsibilities, tools and metrics used to ensure project deliverables comply with defined quality standards and satisfy NCTA needs.
Registered Account	-	This term refers to NC Quick Pass Transponder Accounts or NC Only Accounts which includes personal, business, transit, first responder, government and in-vehicle customer account types. A Registered Account may be prepaid or postpaid, and depending on the account type, some require a Transponder while others do not.
Retailer	-	Sales venues for customers to purchase transponders.
Request for Proposal	RFP	Also referred to as the "RFP", this document describes the procurement process and provides the scope of services. The RFP forms the basis for the Agreement.
Required Personnel	-	Contractor staff designated in Part III, Scope of Work and Requirements , subject to the Approvals and conditions set forth therein and in the Agreement.
Requirements	-	Each of the required Work activities in numbered form as set for in Part III, Scope of Work and Requirements that the Contractor shall perform, including but not limited to technical, functional, Project management, Operations and Maintenance and performance.
Requirements Traceability Matrix	RTM	N/A

Term	Acronym (if applicable)	Definition (if applicable)
Services	-	The duties and obligations undertaken by the Contractor to fulfill the Part III, Scope of Work and Requirements and Part V, Terms and Conditions of the Agreement.
Session Initiation Protocol	SIP	N/A
Short Message Service	SMS	A communication service component of mobile communication systems using standardized communications protocols that allow the exchange of short text messages between mobile phone devices.
Single Sign-On	SSO	N/A
Software Development Life Cycle	SDLC	A structured process used to plan, design, develop, test, deploy, operate, and maintain software applications throughout their life from initial concept to retirement.
Standard Operating Procedure(s)	SOP(s)	Formal written instructions that describe step-by-step processes for carrying out routine or recurring tasks in a consistent and efficient manner. They establish standardized methods to ensure work is performed correctly, uniformly, and in compliance with organizational policies, quality standards, and regulatory requirements.
Statewide Transportation Operations Center	STOC	<i>*See Part I, Section 1.2 NCTA Facilities for a description.</i>
Subcontractor	-	Any person, firm or corporation, other than the Contractor's employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the Services, whether directly or indirectly, on the Contractor's behalf and whether or not in privity with the Contractor.
Submittal	-	See "Deliverable".
System Acceptance Testing	SAT	N/A
System and Organization Controls 2	SOC 2	N/A
Technical Proposal	-	A Proposer's written response to the RFP, which provides a straightforward, concise description of the Proposer's ability to meet the Requirements of the RFP.

Term	Acronym (if applicable)	Definition (if applicable)
Technology Conformance Matrix	TCM	The structured collection of information that summarizes the requirements of this RFP submitted by the Contractor for Approval by NCTA and that serves to track completion of design, development and testing as further described in Part III, Scope of Work and Requirements .
Traffic Management Center	TMC	<i>*See Part I, Section 1.2 NCTA Facilities for a description.</i>
Transponder	-	Vehicle-mounted radio frequency device, supported by NCTA (e.g. NC Quick Pass) and those of NCTA's Interoperability partners, read by the RTCS RF antenna(s) and reader equipment in a toll lane.
Toll Invoice	-	A billing document issued to a vehicle owner that itemizes charges for the use of the NC Quick Pass toll roads over a specific period of time.
Toll Invoice Account	-	This term refers to an Account for customers traveling toll roads in North Carolina without a Registered Account or Interoperable Transponder and are billed for toll usage.
Toll Zone	-	A single Tolling Location covering one direction of traffic.
Tolling Integration Service and Data System of Record (TISDSR)	TISDSR	NCTA platform built using Open APIs to allow loosely coupled architecture for the ease of integration which stores the customer data, activities, assets and interactions.
Updates	-	Generally, refers to a patch released for existing Software to fix any identified bugs, errors or security issues; may also include providing support for new Hardware, as well as performance tuning.
Upgrade	-	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues but does not include significant new functionality.
User Acceptance Testing	UAT	N/A
Voice over Internet Protocol	VoIP	N/A
Walk-In Center(s)	WIC(s)	A storefront location, separate from a call center, where Agents service NC Quick Pass customers in a face-to-face environment. Also referred to as "NCQP WIC(s)".

Term	Acronym (if applicable)	Definition (if applicable)
Web Content Accessibility Guidelines	WCAG	An internationally recognized set of standards developed by the World Wide Web Consortium (W3C) to ensure that web content is accessible to people with disabilities.
Work	-	See "Services".
Workforce Management	WFM	Set of processes, tools, and practices used to ensure the right number of agents with the right skills are available at the right time to meet customer demand efficiently and at the desired service level.

2. List of Attachments

RFP Attachments for reference purposes are listed in the table below. These Attachments can be found on the procurement website: <https://connect.ncdot.gov/business/Turnpike/Pages/CSCOpsRFP.aspx>.

Attachment ID	Attachment Name
A	Policies & Procedures for the Procurement of Commodities and Services
B	Standard Special Provision Title VI
C	NCQP Business Policies
D	Operational Statistics
E	RingCentral Specs
F	List of Current SOPs
G	NCTA Roadway Projects
H	Typical Pass-Through Items
I	BOS Telephony APIs
J	Workstation Specifications
K	List of Current Case Types & Topics
L	Sample Scenario Based Test Matrix

Attachment ID	Attachment Name
M	RTM Baseline Sample
N	Current Lease Agreements for NCTA Facilities
O	Quality Scorecard Examples

3. List of Exhibits

The RFP Exhibits for the Proposers to use are listed in the table below. These Exhibits can be found on the procurement website: <https://connect.ncdot.gov/business/Turnpike/Pages/CSCOpsRFP.aspx>.

Exhibit ID	Exhibit Name
A	Proposer Questions Form
B-1	Acknowledgement of Receipt of Addenda
B-2	HUB Supplemental Vendor Information Form
B-3	List of Subcontractors & RS-2 Form
B-4	Non-Collusion Forms
C	Proposal Cover Sheet
D	Proposer Company Reference Form
E	Bill of Materials
F	Technology Conformance Matrix
G	Pricing Forms & Instructions

Part III.

Scope of Work and Requirements

1. Summary of Scope of Work

1.1. Introduction

NCTA emphasizes quality, efficiency, and exceptional customer service. This scope of Work outlines the Requirements and Deliverables for the Contractor to successfully operate NCTA's NC Quick Pass Program. While the scope of Work defines the Work to be performed, the Contractor is responsible for determining the most effective, cost-efficient, and high-quality approach to meet or exceed this Contract's Key Performance Indicators (KPIs).

The full scope of Work will be comprised of Customer Service Center Operations (CSCO), Contact Center Technology (CCT) and integration into NCTA's Tolling Integration Service and Data System of Record (TISDSR). These components will be executed utilizing a two (2) NTPs approach to collectively advance NCTA's strategic objectives by translating program goals into practical, measurable outcomes, ensuring consistent execution, continuous improvement, and alignment with long-term governance and performance standards. Refer below and to **Table III-1: Project Notice to Proceed Summary** for an overview of the Project delivery guidelines.

Notice to Proceed 1 (NTP1)

- **Part A: CSCO**
 - Management of customer-facing operations through NCTA's two (2) NC Quick Pass Customer Service Centers (NCQP CSCs) and two (2) Walk-In Centers (WICs).
- **Part B: CCT**
 - Implement technology platforms and systems to improve efficiency and clarity with customer interactions. Such technologies refer to Contact Center as a Service (CCaaS), telephony, Interactive Voice Response (IVR)/Intelligent Virtual Assistant (IVA), and related integrations. These technologies shall be incorporated with NCTA's existing Back Office System (BOS).

Notice to Proceed 2 (NTP2)

- **TISDSR Integration**
 - Integration of the Contractor's NTP1 technical solutions and continued CSCO with NCTA's future TISDSR, as part of NCTA's tolling system modernization initiative. As part of the TISDSR integration, the Contractor shall implement a Case Management tool that includes a structured process and supporting system functionality used to create, track, manage, and resolve customer issues, inquiries, disputes, and exceptions throughout their lifecycle.

Table III-1: Project Notice to Proceed Summary

Notice to Proceed Number	Description
CUSTOMER SERVICE CENTER OPERATIONS & CONTACT CENTER TECHNOLOGY	
NTP1: Part A - CSCO	CSCO should serve as the initial step in execution, supporting the transition of operational processes, staff, Subcontractors, and service providers (e.g., telephony services) into the new Contract structure. The Contractor shall hire staff and assume responsibility for day-to-day operations under the Contract, including transition and ongoing management of the existing IVR and phone systems and services from the current contractor. This responsibility also includes oversight of all third-party contracts and pass-through services currently managed by the existing operations contractor. The Contractor shall complete this implementation on or before November 2027.
NTP1: Part B - CCT	The Contractor shall integrate its technology solutions with NCTA's existing BOS. Initial efforts shall include the design and implementation of a new phone system and an IVR / IVA. The Contractor shall further implement available CCaaS features including, but not limited to: chat, chatbots, automation, and Workforce Management and staffing tools. The Contractor may determine the implementation sequence of their technology solutions in coordination with NCTA, provided the approach supports cost-efficiency and operational viability for both CSCO and the overall Project. To avoid conflicts with the efforts of NTP2, all Contractor technology shall be implemented on or before the end of Q2 2028.
TISDSR INTEGRATION	
NTP2: TISDSR Integration	The Contractor's CCT solutions shall be appropriately planned and managed to coordinate with NCTA's system transition to TISDSR. The Contractor shall develop a Case Management tool and transition all their technology solutions, as proposed, to NCTA's TISDSR system. The TISDSR will feature a new BOS Customer Relationship Management (CRM) front end. As part of NTP2, the Contractor shall update all applicable Project and system documentation, as identified in Part III, Section 3. The TISDSR is expected to be available for integration in Q3 2027, with Go-Live targeted for Q1 2029. NCTA will provide NTP2 to the Contractor upon completion of NTP1: Part A.

The current BOS and future TISDSR system configurations are presented in Part III, Section 1.5. Proposers shall clearly describe any dependencies on technology required to achieve operational goals, as well as their approach to delivery. Proposers shall also outline the customer service and technical management models

they intend to use to meet all documented Requirements. This shall include, but not limited to, definitions of support boundaries, escalation procedures, maintenance methodologies, release cadence, staffing plans, tooling, reporting mechanisms, and training and knowledge transfer processes required to maintain the long-term security, stability, performance and supportability of the operations and technology solutions. Proposers shall also disclose dependencies, downtime assumptions, customer responsibilities, and any support limitations that could affect long-term operations.

1.2. Project Management

The Contractor shall provide comprehensive project management services to ensure effective planning, coordination, execution, monitoring, and completion of all Work performed under the Contract. The Contractor shall implement a structured and collaborative management approach that promotes accountability, clear communication, risk management, and coordination with NCTA stakeholders.

Upon receipt of NTP1, the Contractor shall initiate project planning activities, including finalization of the Project Management Plan (PMP), establishment of project governance, confirmation of Required Personnel, identification of risks and mitigation strategies, and coordination with NCTA to confirm Project objectives, Deliverables, milestones, and reporting Requirements. The Contractor shall also develop and maintain a comprehensive Project schedule that identifies all major tasks, milestones, Deliverables, and dependencies for NTP1 through CSCO and CCT implementation. The Project schedule will be updated with the issuance of NTP2 to include continued operations, implementation of a Case Management tool and integration into TISDSR through final Contract closeout. The Project schedule shall be actively managed and updated to monitor progress, address potential delays, and ensure timely completion of all Project activities and Deliverables for NTP1 and NTP2.

1.3. Project Documentation

Deliverable documentation Requirements are organized into the following categories: Documentation schedule, general Requirements, Project planning and management, operations, technology, post Go-Live support and maintenance, reports, and Standard Operating Procedures (SOPs). These categories collectively define the full scope of documentation required to support Project execution, system operations, and ongoing maintenance. The Contractor shall develop, refresh, maintain, and deliver all required documentation in accordance with these categories and the documentation schedule provided in **Table III-3: Project Documentation & Schedule** found in Part III, Section 3.1.

- Project planning management and operations documentation shall be formulated to include coverage for activities of NTP1. Documents approved under NTP1 shall be updated to include necessary modifications related to NTP2 through a redline version Submittal.
- Technology documentation shall be created as Preliminary Design Documentation (PDD) for any technology planned for delivery as part of NTP1: Part B.
- PDD Approved for NTP1 shall be updated and a redline version (incorporation of all CCT inclusive of Case Management) shall be submitted through the established documentation submission and approval process. The Contractor shall produce a final set of Deliverables for NCTA Approval as As-Builts.

1.4. Customer Service Center Operations

CSCO within the NC Quick Pass Program encompass the people, processes, and technologies that support customers using toll facilities and related services. The Contractor will manage account services, toll transactions, billing, payments, disputes, and customer inquiries across multiple channels. In alignment with NCTA goals, customer service operations prioritize Interoperability across tolling systems, a consistent and positive customer experience, and disciplined cost control, while ensuring accuracy, transparency, regulatory compliance, and equitable treatment of customers. This integrated approach supports system reliability, revenue integrity, operational efficiency, and continuous improvement across the NC Quick Pass Program.

The CSCO transition will be issued as NTP1. During this time, the Contractor shall be responsible for planning, executing, and sustaining customer service operations in accordance with NC Quick Pass Program Requirements. This RFP establishes expectations for disciplined execution for operations implementation to include governance, accountability, and performance and defines the Contractor's obligations across four (4) focus areas including 1) operational readiness, 2) transition, 3) Go-Live, and 4) O&M and continuous improvement.

Pending the delivery of NTP2, the service contract for NCTA's current phone system, which includes IVR, Automatic Call Distribution (ACD) and Workforce Management (WFM) tools, can be transferred to and assumed by the Contractor. The service costs will be a pass-through without markup and billed to NCTA as part of the monthly invoice. These Requirements are intended to ensure continuity of service and ongoing compliance with NCTA standards and objectives.

1.5. Contact Center Technology

The Contractor shall work in close collaboration with the organization's designated stakeholders to ensure seamless integration and deployment of the Contractor's proposed CCT solutions. Technology implementation will be integrated initially into NCTA systems to the existing BOS under NTP1: Part B followed by integration into TISDSR (NTP2).

Associated technical components of both NTP1: Part B and NTP2 shall be integrated with the NCTA's BOS through OpenAPI specifications to support management of customer accounts, performance metric compliance, and accountability for consistent, high-quality customer experience. Contact center technical solutions under NTP1: Part B shall provide quality management and leveraging of AI-driven tools for automation and analytics. During NTP1, the Contractor's CCT solution cannot include a Case Management tool as it will only be integrated into the TISDSR as part of NTP2. Refer to **Attachment I: BOS Telephony APIs** for current API specifications.

NCTA's BOS is undergoing a modernization effort referred to as the TISDSR with integration being managed under NTP2. The Contractor shall introduce a Case Management tool to efficiently track, manage, and resolve customer inquiries, billing issues, and support Interoperability as well as continuation of all NTP1 technologies.

The Contractor shall consider their technology release strategy in relation to the availability of features and functionality required to support Agent assist and customer self-service performance goals. Accordingly, the

Contractor shall account for integration with both the existing BOS and the future TISDSR, depending on their proposed implementation approach and Project phasing.

Figure 1: NCTA Current Back Office System below presents a high-level depiction of the integration aspects of the current BOS with the IVR layer and its interaction with the BOS backend system. NCTA's current BOS is hosted in a Microsoft Azure tenant, with its data system of record residing on EnterpriseDB. Data is accessible to authorized users via RESTful services compliant with OpenAPI specifications.

Figure 1: NCTA Current Back Office System

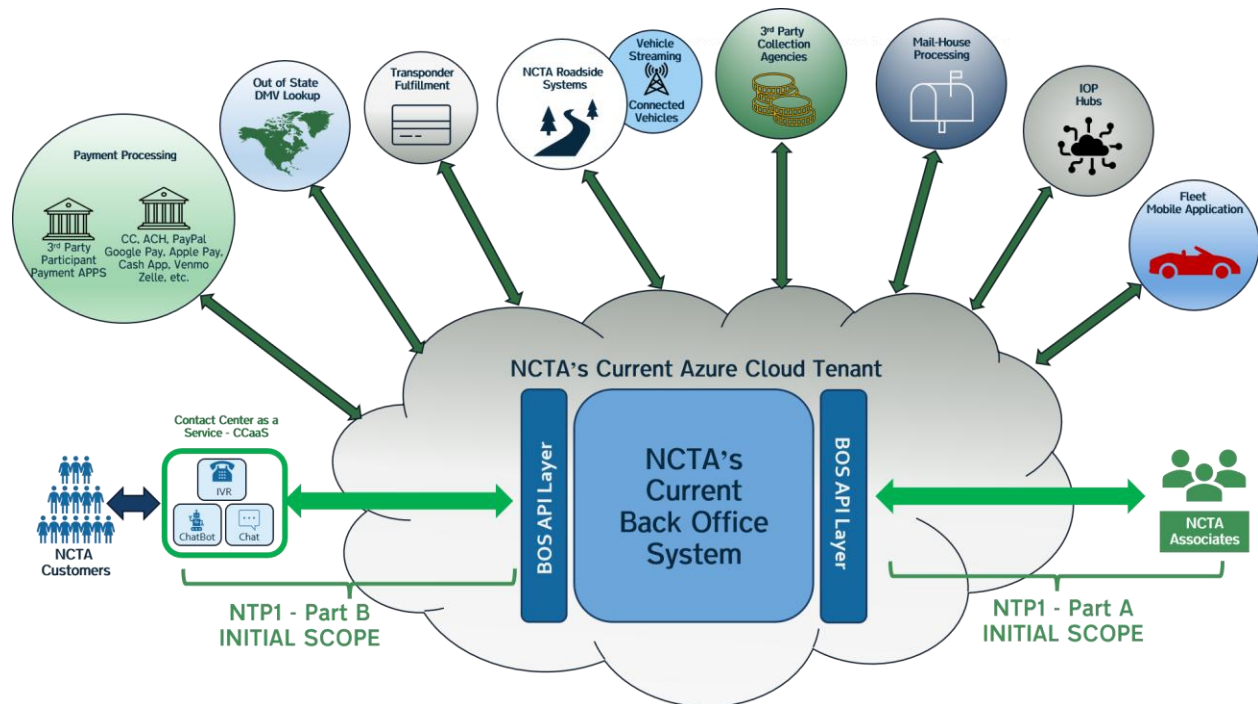
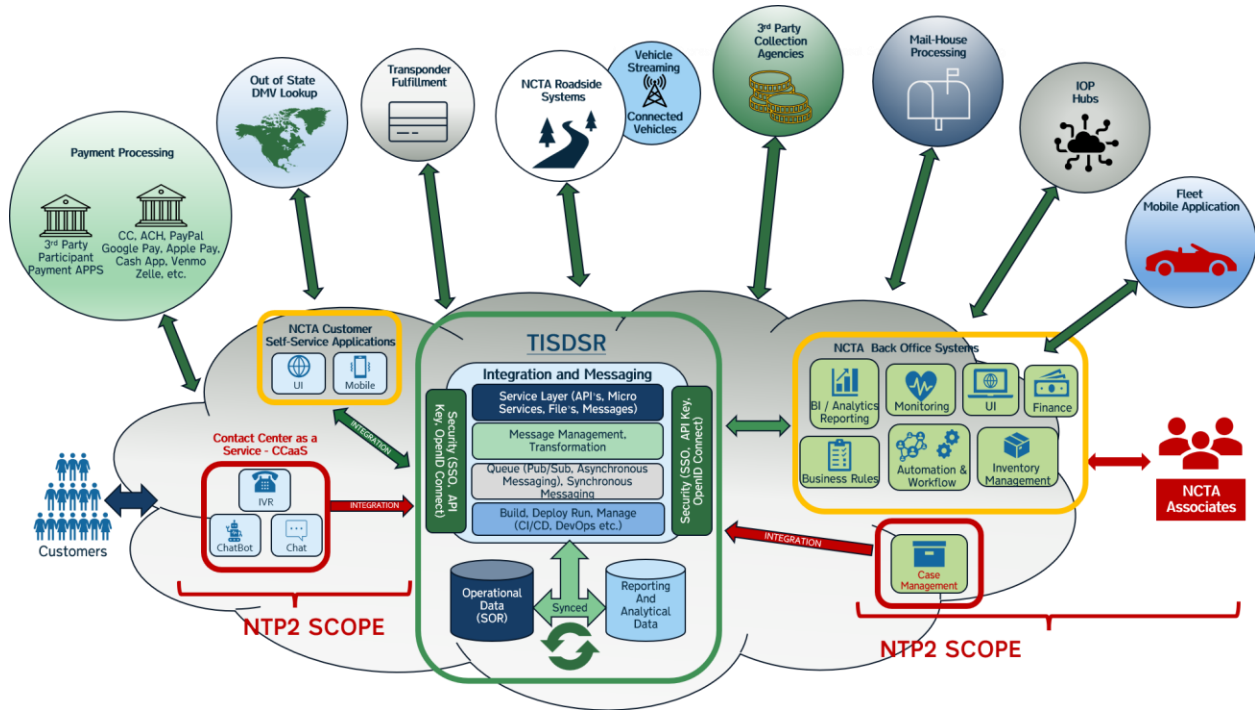


Figure 2: NCTA's Systems represents NCTA's conceptual view of the targeted end-state for the overall solution and a high-level view of NCTA's business and IT ecosystem. The proposed Case Management and CCaaS solutions must be able to interface with the other components that comprise the complete solution and environment. API management is provided by Red Hat's 3Scale, and messaging is facilitated by Apache Kafka topics. The Deliverables for this RFP are outlined by the red boxes. Additional details regarding the scope of the TISDSR contract can be found on the NCTA Connect website at the following location: <https://connect.ncdot.gov/business/Turnpike/Pages/DigitalRFP.aspx>

Figure 2: NCTA's Systems - TISDSR, B2B Partners, Applications & Channels



The Contractor shall work closely with the solution provider of the BOS, TISDSR and Business to Business (B2B) Partners to complete all necessary integrations from NCTA's TISDSR platform for the Case Management tool and CCaaS applications. Additionally, the Contractor shall also work closely with NCTA's staff and designated representatives to determine the end-state web and mobile application's user experience and specific content, as well as establishing governance for ongoing updates and enhancements.

The Contractor will begin by conducting a comprehensive analysis of the organization's current customer service environment, including existing workflows, technology stack, and operational processes, to determine the scope and complexity of the implementation. Based on this assessment, the Contractor will define an implementation roadmap that aligns with the organization's business objectives and user experience goals. The roadmap will include milestones for system configuration, integration with existing and enhanced enterprise applications, and deployment of the proposed solutions and services.

The technology implementation and support encompass the full lifecycle of bringing a system from concept to sustained operation. It begins with design and development, where Requirements are translated into functional solutions and system components are built. This is followed by testing and acceptance, ensuring the technology performs as intended, meets quality standards, and is formally approved by stakeholders. The process then moves into implementation and transition, during which the solution is deployed into the operational environment, users are utilizing the tools, and responsibilities are smoothly transferred to support teams. Finally, technology O&M and continuous improvement support ensures long-term reliability and value through maintenance, monitoring, enhancements, and issue resolution, enabling the technology to continue meeting organizational needs over time.

1.6. Project Completion

The Contractor acknowledges that the Services it provides under the terms of this Contract are vital to the successful operation of the NC Quick Pass Program, and that said Services shall be continued without interruption through transition from the Contractor to a new operations contractor ('successor'), if required.

The Contractor is responsible for assisting NCTA with an orderly transition from the Contractor to a successor. Compensation for this support shall be paid as extra work and negotiated with NCTA through a succession plan approved by NCTA at the time of Project completion.

1.7. Key Performance Indicators

The Contractor is required to achieve and maintain compliance with all defined KPIs throughout the period of performance applicable to the Project. In the event that KPIs are not met, performance will be evaluated using two (2) mechanisms: 1) the assessment of Liquidated Damages, and 2) a point-based evaluation system that will be applied to adjust monthly invoice amounts. At NCTA's discretion, the Contractor may be eligible for an incentive bonus upon achieving 100 percent KPI compliance for three (3) consecutive months.

2. Project Management

The Contractor shall provide comprehensive project management services to ensure effective planning, coordination, execution, monitoring, and completion of all Work performed under the Contract. The Contractor shall implement a structured management approach that promotes accountability, transparency, risk management, and effective communication with NCTA throughout the duration of the Project. The Contractor shall implement a proactive and collaborative management approach designed to ensure successful delivery of all Contract Requirements. This approach shall include clearly defined roles and responsibilities, established communication protocols, performance monitoring, issue resolution processes, and coordination with NCTA stakeholders. The Contractor shall maintain consistent oversight of Project activities to ensure adherence to scope, schedule, quality standards, and contractual Requirements. Regular status reporting, performance tracking, and continuous improvement practices shall be used to support informed decision-making and timely resolution of issues.

The Contractor will provide full project management oversight, including risk mitigation, change control, and Quality Assurance, to ensure timely and successful delivery of the solution.

2.1. General Requirements

The general scope of Work and Requirements outlined in this section apply to all phases as defined in Part V, Section 1.7 Project Phases, beginning at NTP₁ and continuing through the full term of the Contract, concluding with Project Closeout. The Contractor shall manage and perform the Work in accordance with the scope of Work defined in this section and shall operate under the general Requirements specified herein.

REQ. No.	Requirement Description
1.	Laws/Regulations/Policies -

REQ. No.	Requirement Description
	a. The Contractor shall provide all Services in accordance with applicable laws and regulations and in compliance with all NCTA policies, and the Terms and Conditions of the Contract. b. The Contractor shall be responsible for thoroughly understanding, and articulately conveying to customers: i. Appropriate NCTA Business Policies. ii. NCTA toll facility operations. iii. I-77 Express Lane operations. iv. Interoperability with other agencies. c. The Contractor shall be responsible for ensuring security configurations align with required security and compliance standards (e.g. PCI-DSS, NIST 800-53r4. Statewide Security Policy) d. The Contractor shall annually obtain a System Organizational Control (SOC) 2 Type 2 audit of the Contractor's operations activities under the Contract, performed by a NCTA pre-Approved Certified Public Accounting firm.
2.	Project Meetings – a. The Contractor shall be responsible for coordinating with NCTA to arrange weekly, monthly, quarterly, and annual status meetings. The Contractor and NCTA shall coordinate on the day of the week for the meeting to occur, length of the meeting, meeting attendees and structure of the meeting. b. The Contractor shall develop meeting agendas for regularly scheduled status and ad hoc meetings requested by either NCTA or the Contractor. The Contractor shall distribute the agenda to meeting invitees a minimum of one (1) Business Day in advance of a meeting. Items to discuss shall include: i. Project progress; ii. Risks and Contractor proposed mitigation strategies; iii. Identification of issues, resolution strategy, deadline, and responsible party; iv. Schedule review and update; v. Status of all required Deliverables; vi. Project schedule look-ahead (1 month); vii. Status report on any information/Approvals needed of NCTA; and viii. Action item review and update c. The Contractor shall be responsible for documenting meeting notes and distributing a draft copy to all meeting attendees within one (1) Business Day for review, allowing one (1) week for comments. Should any meeting attendee submit comments and/or modifications to the Contractor, the Contractor shall have one (1) Business Day to update the meeting notes and distribute them to all meeting attendees. Meeting notes captured during every meeting shall capture, at a minimum: i. List of meeting invitees with attendees identified; ii. Summary of notes for each agenda topic;

REQ. No.	Requirement Description
	iii. Summary of notes for additional non-agenda items discussed; iv. Action items, including responsibility parties and any associated due dates; and v. Decisions/NCTA directions provided during the meeting.
3.	Monthly Operations Report – The Contractor shall prepare and submit a Monthly Operations Report to NCTA for Approval. This report will be reviewed at the first weekly operations meeting following delivery of the report. a. The intent of the report is to provide an update on operational activities for the reporting period, a status on action items, performance against key metrics, and show trends in key areas that shall enable NCTA and the Contractor to improve operations for NC Quick Pass customers. b. The Contractor shall ensure their Monthly Operations Report provides a snapshot of various pieces of the operation to summarize and provide NCTA with an analysis of operational performance over the past month and year. c. The Contractor shall coordinate with NCTA on the look and content of the report, but the report shall include, but not be limited to the following for the current reporting period: i. Operational statistics: • Contact center statistics; • Transponder fulfillment statistics; • Transaction Account statistics for each toll road (individually and cumulatively); • Registered Account statistics (e.g. total new Account creations, Account creation by type and plan, etc.); • Toll Invoice statistics (e.g. invoices mailed, payments processed, etc.); • Registered Video Account statistics; • CSCO statistics for each location; • Website analytics; and • Case Management activity including number received and their status. ii. Operational activities: • Training completed; • Major accomplishments; and • Issues. iii. Performance against KPIs: • Successes; • Failures; and • Associated details and corrective action plan.

REQ. No.	Requirement Description
	iv. Contractor's employee incentive plan updates/performance and retention activities. v. Contractor's staffing report (attrition rate, new hires, promotions, termination, etc.). vi. Contractor-proposed efficiencies (e.g. operations and/or BOS-related). vii. Status on open action items, including a description of the item, owner, responsible party, creation date, priority, completion date and notes. viii. Change management update: • Provide an update on all open change requests. d. The Contractor shall use a mix of auditable data (e.g. from BOS reports, phone system reports, operations staff tick sheet and notes, and/or custom data generated from the BOS through dashboards or custom queries) to populate the report. e. The Contractor shall coordinate with NCTA and the BOS contractor to design the report presentation format (e.g. tabular, bulleted and/or graphical), time period and requested changes following the initial design. f. The Contractor shall indicate trends on the report for the current month vs the same month of the prior year and comparisons across a three-month period; as well as track trends month-to-month for the current year. g. The Contractor shall submit the first Monthly Operations Report within sixty (60) Calendar Days of operational Go-Live.
4.	The Contractor shall observe the following holidays for the NCQP CSCs and WICs.: a. New Year's Day; b. Martin Luther King Jr. Day; c. Good Friday; d. Memorial Day; e. Independence Day; f. Labor Day; g. Veterans Day; h. Thanksgiving holiday (Thursday and Friday); i. Christmas Eve; and j. Christmas Day. <u>Note:</u> Holidays shall be observed on the day it occurs.

2.2. Project Management Approach

The Contractor shall manage the Contract based on a Project Management Plan (PMP) developed by the Contractor and Approved by NCTA. The PMP shall describe the Contractor's approach to Project oversight and implementation starting with NTP₁ through to the completion of Project Closeout. The Contractor shall execute the scope of Work in accordance with the NCTA Approved PMP, and other Approved plans developed pursuant to the Contract to deliver the required Services throughout the entire term of the Contract.

REQ. No.	Requirement Description
5.	Under direction of NCTA, the Contractor shall manage the planning, implementation, and all aspects of the Project. The Contractor shall be responsible for coordinating its activities with NCTA and other stakeholders, which are directly or indirectly impacted by the Services and solutions provided by the Contractor, and other entities as directed by NCTA. The Contractor shall also be responsible for documenting and reporting on all aspects related to service or solution implementation.
6.	The Contractor shall be responsible for monitoring progress of the work throughout the duration of the Contract, and also be prepared, on any day of the Contract, to show progress to NCTA on demand. The same management procedures, protocol and Requirements shall apply to all work in this Contract.
7.	The Contractor shall propose the Project management lifecycle and Software Development Lifecycle (SDLC) they will follow and provide details regarding release schedules, milestones, meetings, and other concerns. Both the Contractor and NCTA must agree upon the overall approach.
8.	The Contractor shall execute the Work in accordance with the approach Approved by NCTA and other plans developed pursuant to the Contract.
9.	Manage all Work required to deliver the products, systems and Services.
10.	Manage the development and implementation of the Work by assuring that all elements of the plan and schedule are accomplished without any delays, problems, or re-work. Delays due to changes both within and outside the Contractor's control shall require the prior Approval of NCTA.
11.	Administer the Contract by establishing and maintaining effective communication with all groups related to the implementation of selected services and solutions, as per the Project Communications Plan.
12.	Communicate the scope of Work and Requirements to Contractor's staff and Subcontractors.
13.	Direct and coordinate activities to ensure that work progresses efficiently and is completed on schedule and within budget at the level of quality expected by NCTA.
14.	Provide transition plans including key resources, staffing, timelines, and regular coordination touch points for the implementation and operation of selected Services and solutions.
15.	Provide oversight for all products and services supplied by the Contractor, providing accurate, reliable reporting systems, and tools to audit quality. A key objective is to reduce the possibility of errors in operation and maintenance, provide consistent, reliable data outputs, and minimize the effect of human error on the output of the system.
16.	Cooperate with other NCTA-selected contractors and concessionaires to integrate the selected Services and solutions into a fully integrated and seamless operating system for this Project.
17.	The Contractor will manage their approved Project Communication Plan. The plan shall address all communications and escalations, including formal and informal communications, addressing responsibilities for the duration of the Project.

REQ. No.	Requirement Description
18.	The Contractor shall develop and provide a schedule, subject to NCTA Approval, for all Deliverables including SOPs and operating manuals. The Contractor shall manage all Deliverables in accordance with the Approved schedule and PMP.
19.	The Contractor shall oversee and manage all of their hired staff and Subcontractors that provide services or solutions in support of the Project.

2.2.1. Coordination with Other NCTA Service Providers

During this Contract, NCTA may undertake or award other contracts for additional work, including but not limited to separate contracts with different service providers. The Contractor will have responsibility to ensure that the tools and services that they are leveraging and providing continue to operate and interface as changes to other systems and services occur. The Contractor shall fully cooperate with NCTA and the parties to all other contracts and carefully integrate and schedule its own work with said parties.

REQ. No.	Requirement Description
20.	The Contractor shall make a binding commitment to coordinate and cooperate reasonably the CSCO and CCT activities, implementations and integration with NCTA and their other service providers (e.g. contractors, subcontractors, vendors, internal/external agencies consultants and any other representatives retained by NCA to avoid claims by NCTA or ultimate dismissal from the Project.
21.	Project Management – The Contractor shall communicate and align schedules with other NCTA service providers as appropriate.
22.	The Contractor shall lead and engage others, in the preliminary design of customer self-service tools and functionality, including but not limited to: IVR, websites, mobile applications, phone system applications and tools to ensure integration is managed between third party systems.
23.	Design – The Contractor shall coordinate with NCTA to schedule and attend regular design meetings and other status meetings as directed by NCTA
24.	Design – The Contractor shall coordinate with NCTA and their designees on focus groups related to the application Graphical User Interface (GUI) designs, as requested.
25.	Integration – The Contractor shall provide final validation of the existing communications infrastructure that may be needed to support the Contractors’ integrated solution (s) or Services.
26.	Testing –The Contractor shall coordinate with external entities, integrators and all entities with which a data interface is required. <u>Note:</u> Unless otherwise directed and Approved by NCTA in advance of communications, NCTA and/or its designee shall be responsible for communicating with external entities on application interface testing. If NCTA authorizes direct communication with one of its external entities, the Contractor shall copy the NCTA Project Manager on every written correspondence.

REQ. No.	Requirement Description
27.	Go-Live – The Contractor shall manage the coordination among the Contractor, NCTA, NCTA contractors, NCTA toll system integrator(s) and concessionaires to support Go-Live activities, in order to meet scheduled Project dates.
28.	Should problems in coordination with other contractors occur, the Contractor shall make NCTA aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.

2.3. Project Planning and Schedule

Upon NTP₁, the Contractor shall initiate Project planning activities necessary to support successful Project execution. This shall include finalization of the PMP, establishment of the project governance structure, confirmation of Required Personnel, identification of Project risks and mitigation strategies, and coordination with NCTA to confirm Project objectives, Deliverables, milestones, and reporting Requirements. The Contractor shall conduct a Project kickoff meeting with NCTA to review the Project scope, communication protocols, Project controls, and implementation strategy.

The Contractor shall scope and plan the Work based on **Part III, Scope of Work & Requirements** and create Project plans and outlines that will drive the program forward on an expected timeline for execution, monitoring and completion. The Contractor should expect that CSCO and CCT supplied by the Contractor will need to integrate with systems and services provided by others. The approach shall incorporate the process for transition from the current operations contractor into a steady state of operations; support will be required for both NTP₁ and NTP₂.

The Contractor shall coordinate and plan their transition activities for both CSCO and CCT so that there is minimal impact to ongoing operations. NCTA expects that the Contractor may choose to approach the transition in stages, transitioning staff first, and then incrementally replacing systems. It is important that the Contractor clearly describes their anticipated approach including the benefits and risks. Their ability to meet contractual obligations at Go-Live is incumbent on the Contractor to achieve, regardless of the approach that they recommend.

2.3.1. Project Kickoff Meeting

Once the Contractor receives NTP from NCTA (for both NTP₁ and NTP₂), the Contractor shall coordinate with the NCTA Project Manager to schedule, plan and conduct a kickoff conference with NCTA and other representatives as designated by NCTA.

REQ. No.	Requirement Description
29.	The Project kickoff meeting shall be cooperatively scheduled to be held within 15 –30 Calendar Days after NTP. The meeting will be held onsite at the NCTA Headquarters in Morrisville, NC.
30.	The Contractor shall provide an agenda and/or a deck of topics for NCTA Approval at least 5 Calendar Days in advance of the scheduled meeting. The agenda will include the following items at a minimum:

REQ. No.	Requirement Description
	a. Review of Project goals b. Team introductions c. Overview of planned schedule and milestone activities and timelines, and potential risks d. Review of proposed project management processes (such as requirements review, design reviews, documentation submittals, etc.) e. Review of the proposed joint meeting/workshop schedule f. Planned next steps
31.	The Contractor shall coordinate and lead the meeting and send out Microsoft Teams invitations to all attending members.
32.	Meeting notes created in Microsoft Word or a compatible tool, shall be distributed within 2 Calendar Days, upon the conclusion of the meeting.
33.	Notes will not be shared through email but shall be shared via a link to the meeting folder which will house meeting notes, and which will be maintained in NCTA's SharePoint location.

2.3.2. Project Schedule

The Contractor shall develop and maintain a comprehensive Project schedule that identifies all major tasks, milestones, Deliverables, and dependencies necessary to complete the Work from NTP₁ through Project Closeout. The Contractor shall actively manage and monitor the schedule to ensure timely completion of Project activities and Deliverables.

The Contractor shall provide regular updates to the Project schedule for both NTP₁ and NTP₂, identify potential delays or risks, and implement corrective actions as necessary to maintain alignment with the Approved timeline. Schedule status and progress against key milestones shall be communicated to NCTA through routine reporting and Project meetings.

The Contractor shall follow the Project schedule defined in **Table III-2: Project Milestone Schedule** below.

Table III-2: Project Milestone Schedule

Milestone	Projected Start	Projected End
NTP₁: CSCO & CCT		
NTP ₁ : Part A and Part B	Target Date (Feb 2027)	N/A
Project Kickoff Meeting	NTP ₁ +15 to 30	N/A
Baseline Schedule Approval	NTP ₁ +30	NTP ₁ +60
Operations Implementation Documentation Project Planning & Management Operations Post Go-Live Ops Support & Maintenance Reports Standard Operating Procedures	Refer to Table III-3: Project Documentation & Schedule in Part III, Section 3.1	
Technology Implementation Documentation Planning & Design Testing & Training		

Milestone	Projected Start	Projected End
Service Management Reports		
Operations Training	Go-Live -60	Go-Live -10
Operations Go-Live Part A	Nov 2027	N/A
Operational Acceptance	Go-Live +0	Go-Live +90
Technology User Acceptance Testing	Go-Live -90	Go-Live -60
Technology Go-Live Part B	Q2 2028	N/A
Technology System Acceptance	Go-Live +0	Go-Live +60
NTP2: TISDSR Integration		
NTP2	NTP1: Part A Go-Live	N/A
Project Kickoff Meeting	NTP2 +15 to 30	N/A
Baseline Schedule Approval	NTP2 +30	NTP2 +60
Documentation Operations SOPs Design Testing & Training Service Management Reports (Ops and Tech)	Refer to Table III-3: Project Documentation & Schedule in Part III, Section 3.1	
Operations Training	Go-Live -60	Go-Live -10
Technology User Acceptance Testing	Go-Live -90	Go-Live -60
Technology Go-Live	Q1 2029	N/A
Technology System Acceptance	Go-Live +0	Go-Live +60
Table Key		
Due dates that reflect a plus-sign (e.g.: +30) indicate they're due X Calendar Days after the triggering event. Due dates that reflect a minus-sign (e.g.: -30) indicate they're due X Calendar Days prior to the triggering event.		

2.3.2.1. Baseline Schedule

An approved Project schedule ensures that all relevant stakeholders have the same understanding of the activities, their sequence and duration estimates, constraints and assumptions and a view of the anticipated timeline of the entire Project. The Contractor will be responsible for creating a Baseline Schedule for NTP1 and NTP2 and managing both to an Implementation Schedule.

REQ. No.	Requirement Description
34.	Within ten (10) Calendar Days of receiving NTP from NCTA, the Contractor shall update any schedules submitted with their materials and submit the updated schedule(s) to NCTA for Approval as the Baseline Schedule.
35.	Refer to Part III, Section 3 Project Documentation for specific Requirements pertaining to Baseline Schedule documentation.
36.	The Contractor shall coordinate with NCTA to agree on the contents, and the logic of the development of a Baseline Schedule, using Microsoft Project.
37.	The details in the Baseline Schedule shall have adequate detail to coordinate and control all activities and shall include, at a minimum: milestones, task details, dependencies, start/end

REQ. No.	Requirement Description
	dates, durations, resources/resource groups, completion percentages, predecessors and successors, and critical path identification.
38.	The Baseline Schedule shall be Approved by NCTA before being set as the Implementation Schedule used through operations and system acceptance.
39.	The Contractor shall document and receive Approval on their Project schedule change control process, for situations that arise where the current Implementation Schedule may require changes for instances as listed below, at which time, a new Baseline Schedule would be developed by the Contractor for NCTA Approval. Sample instances requiring Baseline Schedule change: a) Adjustments of previously scheduled activities b) The schedule becomes obsolete due to materializing risks or opportunities c) Changes to other requirements or constraints
40.	Development of a new Baseline Schedule (i.e.: tasks, duration, assignment or sequence) shall be communicated in writing accompanied by a schedule narrative along with the updated schedule for Approval by NCTA.
41.	The schedule narrative and new Baseline Schedule shall be stored with the updated schedule in NCTA SharePoint.
42.	The new Baseline Schedule will become the ongoing Implementation Schedule used to monitor and measure performance, and report on the progress of tasks during the Project status meetings.

2.3.2.2. Schedule Management

Once the Baseline Schedules (NTP1 and NTP2) have been Approved by NCTA, this will become the Implementation Schedules and shall become part of the Contract, and the Contractor shall report all progress against the Baseline Schedules.

The Contractor shall be responsible for monitoring and updating the Implementation Schedule, and reporting progress of the work throughout the duration of the Contract. This schedule shall be used to notify NCTA of all Contractor activities and be able to be rolled up into a summary version for weekly status updates without unnecessary detail. The summary schedules are to be used in the progress meetings to show work progress and to plan work necessary to meet the next major milestones.

REQ. No.	Requirement Description
43.	The Contractor shall be responsible for updating and submitting the Implementation Schedule no less than bi-weekly for NCTA's review and Approval. Once Approved by NCTA, the newly Approved Implementation Schedule shall become part of the Contract, superseding the previously Approved Implementation Schedule.
44.	The Implementation Schedule shall be used to monitor and measure performance, and report on the progress of tasks during the Project status meetings.
45.	To accommodate NCTA's review of the Implementation Schedule, the Contractor shall submit all files in native Microsoft Project and Portable Document Format (PDF) formats.

REQ. No.	Requirement Description
46.	Any changes in the Implementation Schedule (i.e.: tasks, duration, assignment or sequence) shall be communicated in writing as part of a submitted schedule narrative along with the updated bi-weekly schedule submission for Approval by NCTA.
47.	At a minimum, the Implementation schedule updates shall include: a. Updated Microsoft Project schedule; b. A written narrative explaining the reason for changes in dates, durations, sequencing and completion; c. A written narrative explaining tasks that are impacted with a variance from the prior schedule or submission and plans for recovery and mitigation; d. A written narrative identifying changes in resources or resource constraints (i.e. shortages, supply chain issues, labor issues, etc.); and e. A written narrative of any tasks added to the schedule, due to refinement, or extra work.
48.	As part of regular monitoring, the Contractor shall present and discuss at a minimum, those tasks that: a. Have been completed; b. That are late and have not started as planned; c. Are late and have not yet completed as planned; and d. Critical tasks or tasks that present a risk to the overall schedule timeline.
49.	Schedule updates, and/or the Approval of an updated Baseline Schedule does not release the Contractor from their contractual obligations of adherence to the dates for Project delivery as defined in the original Baseline Schedule, or any new Baseline Schedules that occur through the term of the Contract.
50.	Submission of the bi-weekly revisions to the Implementation Schedule shall not release or relieve the Contractor from full responsibility for completing the work within the time set forth in the previously Approved Implementation Schedule.
51.	NCTA's Approval of the Implementation Schedule does not relieve the Contractor from any liability for Liquidated Damages.
52.	The planning, design, installation, and completion of the Work shall be undertaken and completed in accordance with the most recent Implementation Schedule Approved by NCTA.
53.	The Contractor shall use all practical means to conform fully to the activities and dates shown on the Approved Baseline Schedule, supplemented by any Implementation Schedules. If the Contractor fails to continue to meet the Implementation Schedule, the Contractor will take whatever steps necessary to bring the work back on schedule at no additional cost to NCTA.
54.	The Contractor shall promptly report to NCTA all schedule and progress-related delays.
55.	Notice of Possible Delay: If the Contractor becomes aware, or reasonably should have become aware, of a potential missed milestone or other schedule delay, the Contractor shall notify NCTA in writing within ten (10) Calendar Days.

REQ. No.	Requirement Description
56.	Submission of Mitigation Strategy: The written notice shall describe the cause of the actual or potential delay, identify the affected milestone(s) or activities, and include the Contractor's proposed mitigation strategy to minimize the delay and bring the Work back on track.
57.	Revised Schedule Submission Deadline: Following identification of a schedule delay, the Contractor shall submit a revised Implementation Schedule to NCTA for review and Approval within five (5) Business Days. Failure to timely submit the revised schedule may be treated as a default under the Contract.

2.4. Personnel

The Contractor shall develop an Organizational Chart based on the personnel and roles necessary to fulfill the Requirements of this RFP. NCTA requires a minimum of five (5) Required Personnel positions to be maintained throughout the term of the Contract. The Contractor shall ensure that all personnel are qualified, adequately staffed, and capable of meeting all performance and operational Requirements.

2.4.1. Required Personnel

2.4.1.1. General Requirements

REQ. No.	Requirement Description
58.	The Contractor shall provide a management team comprised of the below five (5) Required Personnel positions that are fluent in English: a. Program Manager- The Program Manager shall be responsible for the overall planning, coordination, and execution of CSCO. <u>This individual is required to be employed by the Contractor and is fully responsible for staff management and performance.</u> This includes oversight of personnel, performance management, service delivery, compliance with contractual requirements, and implementation of process improvements to ensure efficient, high-quality customer service. This position shall work from NCTA Headquarters 1-2 days/week and the remaining at an NCQP facility. Office space is provided by NCTA. b. Business Manager- The Business Manager is responsible for overseeing the business operations of the program, including financial performance, cost control, resource planning, and contractual compliance. This role ensures that KPIs are achieved, risks are managed, and reporting requirements are met, while supporting strategic decision-making and continuous improvement. <u>This position can be filled by either the Contractor or proposed Subcontractor.</u> This position shall work from the same location as their staff. This is currently the NCTA Headquarters. Office space is provided by NCTA. c. CSCO Managers- The two (2) CSCO Managers are responsible for the overall leadership, performance, and operational success of the NCQP CSCs and WICs. This role oversees daily operations, manages staff and supervisors, drives performance metrics, and ensures efficient work environments. These positions shall work from the NCQP CSCs <u>and can be filled by either the Contractor or proposed Subcontractor.</u> d. Technology Manager- The Technology Manager is responsible for the overall implementation, delivery, and ongoing oversight of technology activities for the CCT solutions. Serving as the Contractor's single point of accountability, this role manages day-to-day planning, coordination, execution, and control, while ensuring successful delivery, hyper-care support, and knowledge transfer through Project Closeout. This position shall work from the NCTA Headquarters <u>can be filled by either the Contractor or proposed Subcontractor. This position shall work primarily in the applicable project area and shall attend monthly project meetings at the NCTA Raleigh offices and be available to travel with adequate notice.</u>
59.	The Contractor shall ensure all Required Personnel Accepted by NCTA, and assigned to the Project through Project Closeout, are dedicated full-time employees. All Required Personnel shall reside in or be local to the Raleigh-Durham area or WIC locations. These resources are expected to work at their designated locations.
60.	The Contractor shall ensure the Required Personnel, <u>with the exception of the Technology Manager,</u> are available to work onsite within ten (10) Business Days of NTP₁ at a full-time capacity. NCTA's expectation is that full-time capacity coincides with regular customer business hours (i.e. 8:00 AM – 6:00 PM) as Approved by NCTA.

REQ. No.	Requirement Description
61.	The Contractor shall promptly notify NCTA of the unavailability of Required Personnel for any consecutive period longer than fifteen (15) Calendar Days.
62.	The Contractor shall obtain written NCTA Approval for any proposed Required Personnel prior to service. Contractor shall make any Required Personnel available for an in-person interview with NCTA before Approval.
63.	NCTA shall have the right to reject, in its sole discretion, any Required Personnel proposed by the Contractor.
64.	At any time should it be necessary to replace the Required Personnel, the Contractor shall propose substitutions and shall submit the names and qualifications of the proposed replacement(s), in writing.
65.	The Contractor shall not invoice NCTA for any Required Personnel position that is: a. Temporarily vacant more than fourteen (14) consecutive Calendar Days; payment for position will be a prorated amount for the monthly invoice. b. A position that remains vacant for the entire invoice month and is not filled with an Approved permanent replacement as of the vacancy date is not billable. <u>Note:</u> The amount of invoice deduction shall be calculated as the actual fully burdened billing rate of the departed required team member (at the time of departure from the Contract), multiplied by the number of work hours (based on a 40-hour work week). This deduction amount is applied for the entire time the position has not been filled.

2.4.1.2. Customer Service Center Operations (CSCO)

REQ. No.	Requirement Description
66.	Program Manager: Minimum qualifications for this position are as follows: a. Five (5) years of experience in customer contact center; and b. Three (3) years of experience managing a project or a program of similar scope defined in this RFP.
67.	Business Manager: Minimum qualifications for this position are as follows: a. Bachelor of Science degree in accounting, finance or equivalent from an accredited university; and b. Five (5) years of experience in the management and reporting of financial systems including reconciliation and reporting, and internal controls of similar scope defined in this RFP.
68.	CSCO Managers: Minimum qualifications for this position are as follows: a. Five (5) years of experience in a leadership position in a high-volume contact center environment providing oversight of daily operations and monitoring performance metrics to identify and implement improvements; b. Experience in managing a team of a minimum of 100 employees; and c. Experience in managing KPIs to meet compliance.

2.4.1.3. Technology

REQ. No.	Requirement Description
69.	Technology Manager: Minimum qualifications for this position are as follows: a. Five (5) years of recent experience serving in a lead project or program management role for implementations of similar size, scope, complexity, and technology profile. b. Three (3) years of relevant experience in implementation, including governance, stakeholder management, technical delivery oversight, risk and issue management, and change management control. <u>Note:</u> Relevant experience shall include direct responsibility for cloud-based contact center solutions and Case Management platforms, as well as management of system integrations, testing, cutover, and vendor coordination.

2.4.2. Staffing Requirements

The Contractor shall provide all staffing for CSCO and CCT necessary to meet the Requirements in this RFP.

REQ. No.	Requirement Description
70.	All Contractor staff shall wear professional attire and display an identification / card access security badge. Professional attire description must be Approved by NCTA.
71.	The Contractor shall implement and utilize a background review process on all potential employees prior to their employment and/or being granted access to a NC Quick Pass facility. The review process shall include, at a minimum, review of work history (e.g. reference checks), criminal history (e.g. background checks), and the review documentation shall be subject to NCTA review.
72.	The Contractor shall recruit personnel with appropriate education, experience, and skills relevant to customer service operations. All customer-facing staff shall demonstrate strong communication skills, problem-solving abilities, and professionalism. Supervisors and managers shall possess demonstrated experience in contact center leadership, coaching, and performance management.
73.	The Contractor shall be required to provide staff with experience in writing/editing with a demonstrated understanding of basic grammar and punctuation to review customer correspondence, edit staff responses to emails, etc.
74.	All staff shall comply with applicable security, data privacy, and confidentiality Requirements. The Contractor shall ensure staff adhere to all applicable laws, regulations, and client policies governing customer interactions.
75.	The Contractor shall provide on-site supervision as is essential to carry out all terms and conditions of the Contract.
76.	The Contractor shall provide compensation and benefits that are competitive with industry standards, including health benefits, personal time off, etc. These benefits will be reviewed and Approved by NCTA.
77.	The Contractor shall immediately remove any individual from the Project, upon NCTA's sole determination, who is performing the work improperly or otherwise unsuitable for the position.

2.4.3. Acquiring Incumbent Staff

The Contractor shall make a good faith effort to retain qualified incumbent staff currently performing the services to NCTA's satisfaction.

REQ. No.	Requirement Description
78.	The Contractor shall prepare and submit a list of incumbent staff and their potential role under consideration for employment, subject to NCTA review and Approval.
79.	The Contractor shall offer qualified incumbent employees the right of first refusal for relevant positions, subject to meeting minimum qualifications and performance standards. Incumbent interviews must be scheduled outside of the incumbent's work hours.
80.	The Contractor shall assess incumbent personnel to ensure they meet: a. Minimum qualification requirements; b. Performance expectations; and c. Security and background check requirements.
81.	For employment offers and timeline, the Contractor shall: a. Clearly communicate employment benefits and compensation to incumbent staff at the time of employment offer and disclose any changes. b. Provide clear definition of the expected role of employment offers to incumbent staff within the defined timeframe specified in the Staffing Plan. c. Provide clear start dates aligned with the Contract transition milestones.
82.	The timing of onboarding and transition of select incumbent staff shall be negotiated with the incumbent contractor and Approved by NCTA.

3. Project Documentation

'Project Documentation' refers to the project management documents that are created throughout the Project life cycle. This includes, but is not limited to, the project plans, schedule, design documents, and procedures that the project team should follow. All documents shall be prepared and published by qualified staff and supplied to support NC Quick Pass operations. Specific document Requirements are further defined in this section and must be Approved by NCTA.

Contractor's Submittal Requirements and Submittal schedules shall be as set out in Contractor's Approved Program Management Plan and Approved Project Implementation Schedule.

The Contractor shall develop, maintain, and keep current all Project Documentation identified below in **Table III-3: Project Documentation & Schedule** and as further defined in this section. Documentation shall remain accurate and up to date through required reviews and revisions in accordance with **Table III-3** and shall be maintained through Project Closeout.

3.1. Documentation Schedule

Document submittals and completion requirements shall be governed by **Table III-3**, unless otherwise Approved by NCTA. **Table III-3** identifies the required submission dates for initial documentation and the corresponding deadlines for NCTA Approval.

The Contractor shall develop and provide updates to Project Documentation, as necessary, in accordance with the schedule set forth in **Table III-3** or as otherwise requested by NCTA for review and Approval throughout the term of the Contract.

Table III-3: Project Documentation & Schedule

Project Documentation	Submittal Delivery-NTP1		Submittal Delivery-NTP2		Ongoing Review & Update Frequency
	Initial Due Date	Approved Due Date	Initial Due Date	Approved Due Date	
PROJECT PLANNING-MANAGEMENT DOCUMENTATION					
Baseline Schedule	NTP1 +30	NTP1 +60	NTP2 +30	NTP2 +60	Monthly ⁽¹⁾
Weekly Progress Reports-Operational & Technical	NTP1 +30	NTP1 +45	NTP2 +30	NTP2 +45	Weekly ⁽¹⁾
Project Management Plan (PMP)	NTP1 +45	NTP1 +60	Covered under Review/Update Frequency		Annually
Quality Management Plan (QMP)	NTP1 +45	NTP1 +60	Covered under Review/Update Frequency		Annually
OPERATIONS DOCUMENTATION					
Business Operations Continuity & Disaster Recovery Plan	NTP1 +90	Go-Live1 -30	Covered under Review/Update Frequency		Annually ⁽²⁾
Continuous Improvement Plan	NTP1 +90	Go-Live1 -30	Covered under Review/Update Frequency		Quarterly
NCQP Customer Service Operations Plan (CSOP)	NTP1 +90	Go-Live1 -30	NTP2 +90	Go-Live2 -30	Annually
Staffing Plan	NTP1 +60	NTP1 +90	Covered under Review/Update Frequency		Monthly
Operational Acceptance Test (OAT) Plan & Procedures	NTP1 +90	Go-Live1 -30	NTP2 +90	Go-Live2 -30	N/A
Training Plan	NTP1 +60	NTP1 +90	NTP2 +60	NTP2 +90	Annually
Training Materials & Manuals	NTP1 +90	Go-Live1 -60	NTP2 +90	Go-Live2 -60	Semiannual /As Needed ⁽³⁾
Operations Transition Plan	NTP1 +90	Go-Live1 -60	N/A		N/A
TECHNOLOGY DOCUMENTATION					
Planning & Design					
Requirements Traceability Matrix	NTP1 +60	Go-Live1 -30	NTP2 +60	Go-Live2 -30	As Needed
Detailed Design Document (DDD) - (Initial & As-Builts)	NTP1 +90 (I)	NTP1 +120 (I)	NTP2 +90 (RL)	NTP2+120 (RL) Go-Live2 +60 (AB)	Annually/As Needed ⁽⁴⁾
Reports Manual (Initial & As-Builts)	NTP1 +90 (I)	Go-Live1 -30 (I)	NTP2 +90 (RL)	NTP2+120 (RL) Go-Live2+60 (AB)	Annually/As Needed ⁽⁴⁾
Knowledge Base Documentation ⁽⁵⁾	NTP1 +90 (I)	Go-Live1 -90 (I)	Covered under Review/Update Frequency		Quarterly
Testing Documentation: Master Test Plan	NTP1 +90	NTP1 +120	NTP2 +90	NTP2 +120	N/A
Testing Documentation: Stress Testing Plan	NTP1 +90	NTP1 +120	NTP2 +90	NTP2 +120	N/A
Installation Plan	NTP1 +90	Go-Live1 -60	NTP2 +90	Go-Live2 -60	N/A
Testing & Training					
Training Materials & Manuals ⁽⁵⁾	NTP1 +120	Go-Live1 -90	NTP2 +120	Go-Live2 -90	Semiannual /As Needed ⁽³⁾

Project Documentation	Submittal Delivery-NTP1		Submittal Delivery-NTP2		Ongoing Review & Update Frequency
	Initial Due Date	Approved Due Date	Initial Due Date	Approved Due Date	
Testing Documentation: Test Procedures & Scripts	NTP1 +180	Test Date -30	NTP2+180	Test Date -30	N/A
Testing Documentation: Test Reports (UAT & SAT)	After test completion +7	After submittal +15	After test completion +7	After submittal +15	N/A
Service Management					
Technology Transition Plan	Go-Live1 -120	Go-Live1 -60	Go-Live2 -120	Go-Live2 -60	N/A
Maintenance and Support Plan	Go-Live1 -120	Go-Live1 -60	Go-Live2 -120	Go-Live2 -60	Semiannual
Disaster Recovery Plan	Go-Live1 -120	Go-Live1 -60	Covered under Review/Update Frequency		Annually
POST GO-LIVE OPERATIONS SUPPORT & MAINTENANCE DOCUMENTATION					
Operations Acceptance Report ⁽⁶⁾	NTP1 +110	Test Date-30	N/A		N/A
Operations Status Report	NTP1 +110	Go-Live1 -30	NTP2 +110	Go-Live2 -30	Weekly
Access Control Matrix	NTP1 +60	NTP1 +90	Covered under Review/Update Frequency		Monthly
Document Review Compliance Audit	In PMP	In PMP	Covered under Review/Update Frequency		Annually/As Needed
REPORTS					
Refer to Part III, Section 3.7 for list of reports a. Reports Templates due at initial submittal Workshop (WS) b. Complete reports due for Approval (Initial and As-Built)	NTP1 +60 (WS) NTP1 +90 (I)	NTP1 +110 (I)	NTP2 +90 (RL)	NTP2 +110 (RL) NTP2 +120 (AB)	N/A
Operations Compliance (KPI) Report Package (Refer to Part III, Section 7) a. Reports templates due at initial submittal Workshop (WS) b. Complete reports due for Approval (Initial and As-Built)	NTP1 +90 (WS) NTP1 +110 (I)	NTP1 +130 (I)	NTP2 +90 (RL)	NTP2 +110 (RL) Go-Live2 -30 (AB)	Monthly (b.)
Report Review Compliance Audit	In CSOP	In CSOP	Covered under Review/Update Frequency		Semiannual/As Needed ⁽³⁾
STANDARD OPERATING PROCEDURES					
Refer to Part III, Section 3.8 a. Existing SOP recommended updates due at initial submittal (Refer to Attachment F: List of Current SOPs)	NTP1 +30 (a.) NTP1 +90 (b.)	NTP1 +120 (c.)	NTP2 +90 (b.)	NTP2 +120 (c.)	N/A

Project Documentation		Submittal Delivery-NTP1		Submittal Delivery-NTP2		Ongoing Review & Update Frequency
		Initial Due Date	Approved Due Date	Initial Due Date	Approved Due Date	
b. New SOPs						
c. Complete all SOPs due for Approval						
SOP Review Compliance Audit		In CSOP	In CSOP	Covered under Review/Update Frequency		Semiannual/As Needed ⁽³⁾
Table Key						
Due Dates (Plus / Minus Signs)	Due dates that reflect a plus-sign (e.g.: +30) indicate they're due 30 Calendar Days after the triggering event. Due dates that reflect a minus-sign (e.g.: -30) indicate they're due 30 Calendar Days prior to the triggering event.					
(1)	Initial and Approval dates are for the Progress Report format. Submittal requirement ends with system acceptance of NTP1 and NTP2					
(2)	Required annually or when new WIC/NCQP CSC locations are added					
(3)	As Needed refers to when new policies are added/existing modified					
(4)	As Needed refers to when new functionality is added					
(5)	To be reviewed and updated concurrently					
(6)	To be submitted 90 Calendar Days after Go-Live					
Alpha Characters	(I) Initial (AB) As-Built (NTP) Notice to Proceed (WS) Workshop (CSOP) Customer Service Operations Plan (PMP) Project Management Plan (RL) Redline					

3.2. General Requirements

This section defines the general Requirements governing the preparation, submission, review, and maintenance of Project Documentation for the Contract. The Contractor shall develop all Project Documentation for NCTA Approval in accordance with the guidelines and Requirements provided below. All documents shall comply with the applicable standards, formats, and schedules identified in this section and elsewhere in the Contract.

3.2.1. Global Requirements

The Requirements below establish the global Requirements for the preparation, format, submission, review, and maintenance of all Project Documentation required under this Contract.

REQ. No.	Requirement Description
83.	The Contractor shall develop and provide a schedule, subject to NCTA Approval, for all deliverables including Standard Operating Procedures (SOPs).
84.	The content of all documentation shall become the property of NCTA, who shall have the right to reproduce any portion of the documentation in part or as whole.
85.	The Contractor shall ensure the standard for all documentation it produces during the term of the Contract is sufficient to enable continued O&M of the provided solutions in case of early termination of the Contractor.
86.	The Contractor shall keep accurate records of all document deliverables, As-Built drawings, diagrams and documents, including any deviations from original.
87.	The Contractor shall be responsible for producing a master record index of all documentation, utilizing current version numbers of all documentation, documentation status (e.g. draft or final), date Approved and keeping the index up to date throughout the Contract.
88.	The Contractor shall maintain current versions of all required documentation electronically. The Contractor shall keep the documentation on NCTA SharePoint per the NCTA retention Requirements.
89.	Document Repository/Deliverable Management: a. All documentation shall be maintained utilizing Microsoft Office tools. b. All documentation shall be maintained on a secure SharePoint site, to be designated by NCTA, for the duration of the Contract. c. The Contractor shall maintain custody of documentation in a secure location, backed up nightly and provide electronic/online access to NCTA and its representatives and shall maintain and archive documentation throughout the term of the Contract per the Functional Schedule for North Carolina State Agencies published by the State Archives of North Carolina (https://archives.ncdcr.gov). d. The Contractor shall be responsible for submitting all deliverables required by NCTA for NCTA's review, comment and Approval.
90.	Document Approval Sequencing a. Initial document submittals associated with NTP1 shall require Approval by NCTA. b. Upon the issuance of NTP2, the Contractor will use the Approved NTP1 version of the documents and redline them with any modifications or changes required to support the NTP2 activities as applicable for Approval by NCTA. c. NTP2 approved documents will be updated to an As-Built set of documentation for NCTA Approval.
91.	Retention of Records: a. The Contractor shall assist NCTA with transferring, receipt and logging of records that are transported to and from an NCTA provided documentation storage location. b. The Contractor shall retain a third-party firm to provide document shredding services. The Contractor shall identify materials that require shredding according to the Approved SOPs.

REQ. No.	Requirement Description
	c. The Contractor shall assist in the gathering of data in support of public records requests or other requests for information from external entities, as requested by NCTA. d. The Contractor shall ensure no data or information is provided to any external entity (e.g. news organization, individual with a public disclosure request, etc.) without first being reviewed and Approved by the NCTA Project Manager, and/or other NCTA personnel as directed by NCTA. e. The Contractor shall implement SOPs for handling public disclosure requests. f. The Contractor shall implement a Quality Control (QC) process to manage each request for data or information that includes, but is not limited to: i. Appointing one person responsible for each request to provide NCTA with a single point of contact, whose responsibilities shall include but not be limited to: • Managing the collection of data/information based on the timeline of the request; • Ensuring all data undergoes QC and data validation; • Providing the information to NCTA; • Answering any questions NCTA or others reviewing the information may have; • Providing any narrative that may be necessary to clarify the data; and • Supporting NCTA through such time that NCTA has officially responded to the request. ii. Communicating the contact person's name and contact information to NCTA, the BOS contractor, NCTA consultants and other personnel as directed by NCTA. iii. Identifying a person(s) for QC review of data/information. iv. Review of request to ensure the request for information is clear and understood, as well as determine if NCTA has responded to similar requests in the past. v. Identifying the best reports or sources of information to use to fulfill the request. g. Review of gathered data to ensure data matches, or aligns with, similar data provided for prior requests.

3.2.2. Documentation Format

This section establishes the required format and organizational standards for all Project Documentation submitted under this Contract.

REQ. No.	Requirement Description
92.	All documentation will be prepared in English.
93.	The Contractor shall develop and submit all Deliverables using the Microsoft Office Suite, and an unsecured and indexed PDF.
94.	The Contractor shall deliver all documentation developed by the Contractor electronically, and ensure documents are automatically formatted to print 8.5 x 11 and / or 11 x 17 as

REQ. No.	Requirement Description
	required. Documentation shall be formatted such that printed material can be placed into a manageable three-ring binder for end user reference as required.
95.	Contractor logos, confidentiality marks or other such markings shall not be included on any documentation or deliverables developed for NCTA, without prior Approval obtained from NCTA in writing.
96.	The Contractor shall ensure each Deliverable submitted contains the following: a. Title sheet, containing: i. NCTA logo, ii. Document title, iii. Version number, iv. Publication date, v. Name of the project, and vi. Indication of document status (i.e. draft or final). b. Revision history table c. Table of Contents, List of Figures and List of Tables d. Document headers and footers with: i. Page number, using "Page XX of XX" format, ii. Project name, iii. Document version, iv. Document name, and v. Indication of document status (i.e. draft or final).

3.2.3. Review Cycle

This section defines the required review cycle, including the process, timelines, and responsibilities for the submission, review, comment resolution, and Approval of Project Documentation.

REQ. No.	Requirement Description
97.	The Contractor shall follow the documentation review cycle as defined below:
	a. The Contractor shall account for enough time in their development schedule to allow NCTA at least one (1) ten (10) Production Day review cycle, as well as allowing time for the Contractor's revision, on every Deliverable.
	b. Upon submission of a document by the Contractor, NCTA may perform a cursory review of the Submittal to determine if the Submittal meets NCTA's Requirements.
	c. NCTA may reject any Submittal if content is deemed by NCTA that content is missing, the Submittal is incomplete, or NCTA determines the Submittal is unsatisfactory. Should NCTA reject a Submittal, NCTA will notify the Contractor via email that the Submittal is rejected, and the version submitted needs to have deficiencies corrected and resubmit as using the rejected submittal version.
	d. If NCTA accepts the Submittal for review, NCTA may take up to ten (10) Production Days to review and respond with comments (if applicable).
	e. In any instance where NCTA does not provide Approval, rejection or written notification of an extended review period by the due date specified in the

REQ. No.	Requirement Description
	Approved Baseline Schedule, the Contractor shall notify NCTA in writing that the NCTA response is due. NCTA's right to extend the review period is intended to allow flexibility in special circumstances where the nature of the Submittal requires more involved review, and not as a diminution of NCTA's obligation to promptly review Submittals. NCTA will Approve or reject such Submittals, providing an explanation of any reasons for rejection in a form agreed to in the Project Management Plan.
	f. Contractor shall not be held responsible for delays in schedule due to delays in Approvals completely beyond the control of the Contractor. Notwithstanding the foregoing, Contractor shall make every effort to work around and mitigate the impact of delay.
	g. Multiple, simultaneous, or documents submitted with more than 150 pages may extend NCTA's review times.
	h. NCTA shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address NCTA's review comments.
	i. Submittals by the Contractor received by NCTA after the close of business shall be deemed to be received the following Production Day.
	j. The Contractor shall provide NCTA with an empty comment matrix with each Submittal to organize NCTA comments back to the Contractor. The comment matrix shall be used to track all open comments, as well as document final resolutions to comments until the Deliverable is Approved.
	k. The Contractor shall correct, improve, and resubmit documentation and Deliverables until such time as NCTA accepts the Deliverable upon receiving comments from NCTA.
	l. The Contractor shall be responsible for coordinating with NCTA to schedule a final document review and comment resolution meeting, if necessary, when the Contractor has addressed all NCTA comments and produced a new version of the document. The Contractor shall ensure all key decision makers and subject matter experts for their system are available during the meeting so that all remaining open comments can be resolved. The Contractor shall then be responsible for producing and submitting a final document for NCTA's review and Approval.
	m. Deviations from the Requirements set forth in the Contract that may be contained within the Contractor's submitted Deliverables, even if approved by NCTA, shall not modify any Requirement set forth in the Contract. Only formal requests by the Contractor that are explicitly and formally Approved by NCTA shall modify the Requirements set forth in the Contract.
	n. The Contractor must receive NCTA's written Approval of any document prior to the Contractor proceeding with any work related to the document, unless NCTA provides prior written authorization.

REQ. No.	Requirement Description
	o. The Contractor must have NCTA's Approval on all deliverables tied to milestone payments before payment is released by NCTA. NCTA shall have the ultimate determination as to whether or not a deliverable is Approved and final.
	p. NCTA is not obligated to Approve any request of milestone payment if the associated document(s) or deliverable(s) do not reflect the requirements of the RFP, design documents or the Contract requirements. The Contractor shall request written Approval from NCTA for deliverables and activities related to payment milestones.
	q. Documentation deliverables shall be mapped as non-functional Requirements in the RTM Deliverable.

3.2.4. Document Maintenance/Updates

This section establishes the Requirements for maintaining and updating Project Documentation based on **Table III-3: Project Documentation & Schedule** to ensure it remains current, accurate, and reflective of the Project throughout the duration of the Contract.

REQ. No.	Requirement Description
98.	The Contractor shall be responsible for updating documentation after substantial changes or as directed by NCTA.
99.	The Contractor shall update documents in accordance with the PMP and the QMP.
100.	The Contractor shall ensure all cross references are kept up to date and accurate throughout the term of the Contract should any documents reference other documents.
101.	The Contractor shall be required to submit all newly developed documents or updates to documents for NCTA's review and Approval.
102.	The Contractor shall perform reviews of all documentation based on the frequency listed in Table III-3 and report back to NCTA after completion of a review.
103.	The Contractor shall conduct an annual audit of all documentation deliverables to verify that the review frequencies specified in Table III-3 have been performed.
104.	The Contractor shall develop a staggered annual audit schedule based on document type for NCTA Approval.

3.2.5. Back Office System Contractor

REQ. No.	Requirement Description
105.	The Contractor shall review documents provided by the BOS contractor, and provide supplemental documentation, procedures, form and manuals as required to supplement BOS contractor-provided training materials.

3.3. Project Planning and Management Documentation

This section establishes the standards and Requirements for Project planning and management documentation to ensure consistent, accurate, and timely project oversight and control. Through the life of the Contract, the Contractor shall maintain consistent oversight of Project activities. The Project

Documentation should describe how the Contractor will ensure adherence to scope, schedule, quality standards, and contractual Requirements.

3.3.1. Baseline Schedule

The Contractor shall develop and manage a clear and well-defined Project schedule using Microsoft Project or another NCTA Approved scheduling tool. The schedule shall logically and sequentially organize all tasks and include predecessor and successor associations. Following NTP¹, the Contractor shall submit a Baseline Schedule for NCTA review and written Approval.

The Approved Baseline Schedule shall establish the initial dates for submission of required documents and other items necessary for the provision of the Contract. The Contractor shall use the Approved Baseline Schedule to track, manage, and report Project progress throughout the Project lifecycle. All Submittals shall be subject to NCTA review and written Approval in accordance with the applicable Requirements of this Contract.

REQ. No.	Requirement Description
106.	Tasks/Activities: The schedule should include tasks for all activities and should be: a. Estimated for realistic timeframes that can be easily tracked. b. Correctly linked with predecessors and successors, establishing a logical relationship between tasks. c. Specific and measurable. d. Sequenced, and arranged in the order they must occur.
107.	Structure: The Project schedule shall be structured logically, with milestones and critical path identification and must also be: a. Configured for auto-scheduling to allow the software to automatically calculate the task start and end dates based on dependencies. If auto-schedule is not used, the reason should be communicated and agreed to by NCTA. b. Use a Gantt chart or network diagram to visualize the flow. c. Allocate people, equipment, or materials accordingly to create realistic timelines. d. Configured for appropriate available work schedules, i.e.: avoiding vacations, holidays, PTO, etc.

3.3.2. Weekly Progress Reports – Operational & Technology

The Contractor shall develop and submit, on a weekly basis, a report that provides a concise executive snapshot of the implementation of operational services, and technical tool development and deployment. The report will include at a minimum the following Requirements:

REQ. No.	Requirement Description
108.	Project overview that includes: a. Reporting period, b. Prepared by, c. Overall status (on track, at risk or off track), and d. Summary (brief).

REQ. No.	Requirement Description
109.	Updates to schedule shall include: a. Identify dependencies, internal and external, b. Impacts if not resolved, c. Objectives and issues that were reported during the week with intent for planned resolution. d. Tickets that were created and their status (Include priority, response/resolution time, if closed, and include priority and expected resolution, if still open), and e. Summary/trend report that shows data from the last thirty (30) Calendar Days.
110.	Work completed, for the week being reported on, using a matrix with the following information separated for operations and technology: a. Completed Deliverables or Milestones, b. Percent completion where applicable, and c. Key decisions made and Approvals received.
111.	Operations section shall include: a. Identify any new or updates to workflows, b. Hiring status, c. Training completed vs planned, and d. Go-Live Check List Review-Readiness Score.
112.	Technology section shall include: a. Status of system components designed or modified, b. Open design decisions, and c. Testing status (when applicable).
113.	Risk Assessment Matrix that includes descriptions, severity and impacts to the following: a. New risks / issues identified, b. Existing risk status, and c. Mitigation actions and responsible party.
114.	Planned work for next week shall include: a. Objectives for next week, b. Key deliverables, and c. Anticipated risks or decision points.
115.	Decisions needed/executive support required shall include: a. Decisions required, and b. Deadlines.

3.3.3. Project Management Plan

The Contractor shall develop and submit a Project Management Plan (PMP) for NCTA's review and Approval per **Table III-2: Project Milestone Schedule**. The Contractor shall ensure the PMP describes their approach to management from planning through the end of the Contract for services and systems. The PMP shall describe the Contractor's approach for project oversight including but not limited to, clearly defined roles and responsibilities, established communication protocols, performance monitoring, issue resolution processes, and coordination with NCTA stakeholders. The PMP should align with the primary sections detailed below.

REQ. No.	Requirement Description
116.	Primary Project Responsibilities: The Contractor shall include at a minimum: a. Project Organizational Chart-The Contractor shall provide and maintain an overall staffing organizational chart, inclusive of Subcontractors. The chart shall include the Required Personnel (name, title, contact information). The non-required personnel shall be identified in the chart as Supervisory level with staff names, titles, and a count of staff/labor for each role. b. Roles and responsibilities c. Management of changes in personnel d. Training
117.	Procurement and Commissioning: The Contractor shall include at a minimum: a. Procedures for the procurement of materials and equipment required for the Project. b. These procedures shall address vendor identification, purchasing, delivery scheduling, tracking, and verification that all materials and equipment comply with Project specifications and schedule Requirements.
118.	Subcontractor Management: If applicable, the Contractor shall be responsible for delivering a Subcontractor Management Plan for NCTA's review and Approval. This plan shall describe the Contractor's approach to managing Subcontractors they propose to deliver the scope of Work detailed in this RFP. At a minimum, this plan should include: a. Percentage of work covered by each proposed Subcontractor, and the number of staff proposed. b. List the key personnel and/or Project Manager for each Subcontractor, as well as their contact information. c. Indication of each area each Subcontractor shall be responsible for reporting/delivering. d. Process for onboarding new subcontractors through the term of the contract. e. Dispute resolution process between the Contractor and its Subcontractors. f. Description of how the Contractor will ensure Subcontractor Deliverables are produced on time with quality.
119.	Communication Management Plan: The Contractor will manage this Plan, and the Plan shall address all communications and escalations (including formal and informal communications), and address responsibilities for the duration of the Project, throughout the term of the Contract. The Contractor shall address in the Plan, at a minimum, the following: a. Approach methods and technologies 1. Formal communications (Meetings, etc.) 2. Informal communications (Email, etc.) b. Project team contact information c. Communication flowchart/escalation process d. Communication with NCTA (e.g. issues reporting and tracking, recommendations for innovation, facility related issues, etc.) e. Communication with existing operations contractor

REQ. No.	Requirement Description
	f. Communication with other contractors supporting NCTA g. Coordination planning
120.	Progress Reporting and Coordination: The Contractor shall include at a minimum: a. Kick off Meeting b. Weekly meetings (Until Go-Live) c. Weekly progress report (until Go-Live) d. Monthly meetings (Implementation and O&M) e. Monthly progress report f. Quarterly executive report g. Periodic document reviews and annual audits
121.	Project Schedule Format/Management: The Contractor shall include at a minimum: a. Six week look ahead b. Remediation schedule c. Critical path schedule d. Monthly progress schedule narrative (identifying changes)
122.	Risks: The Contractor shall include at a minimum: a. Risk identification & tracking b. Risk monitoring c. Risk assessment/analysis d. Risk mitigation e. Risk contingency planning f. Immediate unforeseen process resolution
123.	Retention of Records: The Contractor shall include at a minimum address: a. Transferring, receipt and logging of records b. Document shredding services c. Public records requests or other external requests for information d. Public disclosure requests e. QC process for information requests
124.	Software Development Plan - Understanding of the design and development approaches, and system improvement plans will be required. a. The Contractor shall describe their Software Development Lifecycle (SDLC) approach, including requirements, design, coding, testing, deployment and maintenance to ensure that the delivered solution/software meets user needs, business objectives, and technical requirements. b. Description of the processes the Contractor shall utilize to react to issues, and how they propose to manage them. c. Description of how the Contractor shall roll out software updates, whether due to a software enhancement (i.e. road map initiative) or bug fix, and how they propose to document related updates. d. Description of the software version control process. e. Description of how the Contractor proposes to utilize the development and testing environments as required in the Requirements. f. The plan shall describe the Contractor's proposed SDLC process, phases and procedures from the concept of design through the development and delivery,

REQ. No.	Requirement Description
	including the tools used to manage requirements traceability, design, development, testing and delivery of proposed solutions.

3.3.4. Quality Management Plan

The Contractor shall develop a Quality Management Plan (QMP) which describes the Contractor's Quality Management Program and reporting on Quality Assurance (QA) activities. The QMP will be submitted to NCTA for review and Approval.

REQ. No.	Requirement Description
125.	Minimum Requirements: The Contractor's QMP shall provide detailed descriptions of the following: a. Quality management objectives. b. Defined evaluation criteria and scoring methodology. c. Calibration procedures. d. Continuous Improvement process. e. Root cause analysis methodology. f. Corrective action protocols. g. Governance structure and reporting cadence. h. Key Project Deliverables and processes to be reviewed for satisfactory quality level i. Quality management standards to be implemented and followed j. Description of how the quality assessments will be performed including the selection of representative Work samples and additional tests and retests whenever warranted. k. QA and control activities (including schedule for conducting these activities). l. Quality management roles and responsibilities. m. Quality management tools, including BOS provided surveys, phone surveys, focus groups and other methods. n. Communication plan for reporting QA and control challenges and mitigation plan o. Procedures to ensure that all Requirements are performed completely and accurately. p. Validation routines that test the accuracy of the reports that measure all performance objectives. q. Procedures to review reported performance and correct any reporting inaccuracies as well as any area of performance that is below standard. r. Procedures regarding the prevention, detection, notification, and correction of defects and/or errors that impact NCTA, customers and/or CSCO. s. A process for periodic monitoring of all CSCO tasks as identified in this RFP, based on the schedule identified in the QMP.
126.	Quality Evaluations: The Contractor's QMP shall address quality evaluations for all CSC functions and customer correspondence including but not limited to: a. Account management b. Transit and first responder Account management

REQ. No.	Requirement Description
	c. Commercial Account management d. Call monitoring e. Customer facing interactions and survey responses f. Email and chat monitoring g. Cases h. Transponder management and fulfillment i. Payment processing j. Incoming and outgoing mail processing k. Financial management l. Toll Invoices, emails, and customer statements m. Customer dispute process n. Level 2 customer service issue handling o. Written correspondence and notifications p. System generated customer communication q. System Knowledge Base articles and automation
127.	Quality Management Report a. The Contractor shall coordinate with NCTA on the design of a monthly Quality Management Report. b. The format and content of the report shall be jointly determined by the Contractor and NCTA however at a minimum the monthly Quality Management Reports shall address all Contractor quality management activities and results for the preceding month. c. The Contractor shall ensure the QMP addresses how the Contractor will ensure the monthly Quality Management Reports are complete, accurate, and submitted to NCTA by the tenth (10th) Calendar Day of each month.
128.	Periodic Reviews: The Contractor shall include in the QMP periodic reviews, based on Table III-3: Project Documentation & Schedule , as well as external quality surveys and other tools, that continually evaluate the Contractor's Quality Management Program and procedures throughout the duration of the Contract.

3.4. Operations Documentation

The Contractor shall be required to prepare, submit and maintain operations documentation necessary to support the effective operation, administration, and ongoing management of the Project.

3.4.1. Business Operations Continuity & Disaster Recovery Plan

The Contractor is responsible for working collaboratively with NCTA, the BOS contractor, and Subcontractors and suppliers to ensure ongoing operations are resumed as quickly as possible in the event of a disaster or other event that disrupts regular business operations. The Contractor will coordinate with NCTA and the BOS contractor in carrying out tasks and actions in the event of an occurrence requiring some or all the plan to be activated.

The Contractor is also responsible for developing a comprehensive Business Operations Continuity & Disaster Recovery Plan for NCTA's review and Approval. The plan shall document the Contractor's recommended day-to-day policies, guidelines, and procedures to meet their performance measures and continue serving NCTA and their customers in the event of a disaster at any site where the Contractor performs NCTA operations.

REQ. No.	Requirement Description
129.	Minimum Requirements: The Business Operations Continuity & Disaster Recovery Plan shall address the following, at a minimum: a. Business disruption events that trigger, and to what degree, activation of the Plan to ensure a timely return to full operations. b. Working collaboratively with NCTA and the BOS contractor with the acquisition and outfit of alternative facility site(s)/remote working for contact center and operations processing. <u>Remote agent and user operations, can be considered for specific functions as approved by NCTA, for staff residing in NC and by following applicable security protocols and SOPs including but not limited to PCI and SOC2.</u> c. Coordination with BOS contractor for: i. Input and review of each other's Business Operations Continuity / Disaster Recovery Plan so that the plans work together for a comprehensive approach to minimizing operational disruption and an efficient and complete restoration of Services; ii. Development of strategies for mitigating the effects of a disaster; and iii. Planning and participating in periodic test of the Plan(s), as necessary. d. Staffing responsibilities and communication protocols. e. Procedures to ensure on-going operations of critical business functions. f. Communications with NCTA staff, and customer/public notification. g. Communications with other contractors providing services directly or indirectly as well as their participation in testing, where required. h. Coordination activities necessary to ensure business resumption. i. Ensure that all necessary measures are in place after a coordinated business resumption action has taken place. j. Repair and access to equipment owned by the Contractor. k. Issue identification, escalation and remedy. l. Process for returning to normal operations.
130.	Business Disruption Events: The Contractor shall ensure their Business Operations Continuity & Disaster Recovery Plan addresses both short and long-term disruptions, and describes how the Contractor shall, upon proper notification to NCTA, coordinate with NCTA and the BOS contractor to implement all or portions of the Plan in the event of a disaster or interruption in business services for the following four categories of business disruption events: a. Category 1—Significant disruption of staffing Services or facilities expected to last no more than 48 hours (e.g., severe weather affecting travel, power outage, bomb threat).

REQ. No.	Requirement Description
	b. Category 2—Significant disruption of staffing Services or facilities expected to last no more than 5 Calendar Days (e.g. extended weather or power outage). c. Category 3—Significant disruption of staffing Services or facilities expected to last no more than 30 Calendar Days (e.g., water, fire or vandalism damage limiting use of or access to a NCQP CSC or WIC facility). d. Category 4—Significant disruption of staffing Services or facilities expected to last more than 30 Calendar Days (e.g., complete loss of a NCQP CSC).
131.	Plans Testing: The Contractor shall conduct an annual test of the Business Operations Continuity & Disaster Recovery Plan or upon request of NCTA. a. The plan shall address how the Contractor will schedule and notify NCTA of on-going business operations continuity and disaster recovery tests, b. Provide NCTA with the opportunity to witness the testing, and c. Review the results of the testing with NCTA upon completion.
132.	Lessons Learned Documentation: The Contractor shall describe in their Business Operations Continuity & Disaster Recovery Plan how the Contractor shall document lessons learned and update the plan in accordance with those lessons after each test and in the event of a disaster or interruption in business Services.

3.4.2. Continuous Improvement Plan

The Contractor shall implement a Continuous Improvement Program to maximize customer satisfaction and CSC Operations productivity. The Contractor shall develop and submit a Continuous Improvement Plan to manage the program for NCTA’s review and Approval.

REQ. No.	Requirement Description
133.	Minimum Requirements: The Plan shall include but not be limited to: a. Customer satisfaction and program improvement goals. b. Identify the method for identifying areas of improvement and implementation. c. Describe the Contractor’s approach to ensuring innovation and reporting on the road map. d. Continuous improvement initiatives, and incorporation of methods/techniques being used with successful results at other toll agencies or in other, similar industries. e. Methods and frequency of data collection. f. Describe the Contractor’s approach to preparing for the launch of new roadways and adjusting to the corresponding growth in customer base. g. Describe the Contractor’s approach to quality including reliability, accuracy, responsiveness, efficiency and customer satisfaction. h. Describe the Contractor’s approach to identifying and fostering continuous improvement opportunities in expanding and changing operations environment. i. Describe the Contractor’s approach to ensuring innovation.

REQ. No.	Requirement Description
	j. Describe the development of a standardized process and approach (e.g. Kaizen, Lean, Six Sigma, etc.) for documenting current best practices so improvements can be measured, repeated, and sustained.

3.4.3. NC Quick Pass Customer Service Operations Plan

The Contractor shall develop, maintain, and execute a comprehensive NC Quick Pass Customer Service Operations Plan (NCQP CSOP) that defines the processes, resources, technologies, and performance standards required to deliver consistent, high-quality customer service across all supported channels.

This plan shall cover all customer interaction types, including inbound and outbound communications, digital engagement, and in-person services.

REQ. No.	Requirement Description
134.	The Contractor shall develop a NCQP CSOP for NCTA's review and Approval.
135.	The Contractor shall be responsible for keeping the NCQP CSOP up to date after material changes or as directed by NCTA. Unless directed otherwise by NCTA, the Contractor shall update the NCQP CSOP annually for NCTA's review and Approval.
136.	The NCQP CSOP shall document all systems used to support operations, including: a. Customer Relationship Management (CRM) system b. Contact center platform (ACD, IVA omnichannel routing) c. WFM tools d. Quality assurance tools e. Knowledge management systems
137.	The NCQP CSOP shall define standardized procedures for: a. Call handling (greeting, verification, resolution, closing) b. Escalations and complaint management c. Case creation, tracking, and resolution d. Follow-up communications e. Handling of sensitive or high-risk interactions
138.	The Contractor shall ensure the NCQP CSOP also includes, but is not limited to: a. A description of the operating environment including, but not limited to: i. Agent to lead ratios, ii. Employee feedback program, iii. Employee incentive program. b. A description of activities the Contractor shall be required to perform monthly including, but not limited to: i. Staffing look-ahead (3 to 6 months preferred); ii. Efficiency and Productivity review, reporting and dashboards; iii. Quality report (analysis of quality reviews, including customer invoices, statements, customer Correspondence, chat logs, etc.); iv. Contact center feedback analysis; v. Walk In Center feedback analysis; vi. BOS feedback analysis;

REQ. No.	Requirement Description
	vii. Evaluation of employee tools; viii. Status of training (conducted and planned); ix. Risk analysis; and x. KPI results and analysis reporting. c. A description of activities the Contractor shall be required to perform quarterly including, but not limited to: i. Continual improvement analysis; ii. Incentive plan analysis/review; and iii. SOP and training documentation updates, or as required by NCTA. d. As-needed activities including, but not limited to planning for new toll projects, service offerings or policy changes (as necessary).
139.	The NCQP CSOP shall ensure compliance with: a. Applicable federal, state, and local regulations b. Data privacy and protection requirements c. Payment security standards (e.g., PCI DSS)

3.4.4. Staffing Plan

The Staffing Plan sets forth the Contractor's approach to staffing for operations ramp up, Go-Live activities and for maintaining appropriate staffing levels throughout the duration of the Contract.

REQ. No.	Requirement Description
140.	Minimum Requirements: The Contractor shall ensure their Staffing Plan includes, but is not limited to, the following: a. A detailed description of the Contractor's approach to staffing, including but not limited to: i. Organizational chart, ii. Staffing levels by role and shift, iii. Coverage for peak and off-peak hours, and iv. Backup and surge staffing approach. b. A detailed description of the Contractor's recruitment approach for new and incumbent employees. c. A detailed description of Contractor's approach to operations readiness and ongoing operations. d. Qualification Requirements for all operations managers, supervisors, staff and trainers. e. Hiring schedule and process for all operations positions. f. Approach to vetting prospective employees' work history (e.g. reference checks) and criminal history (e.g. background checks) prior to hiring. g. Approach to staffing to maintain customer service goals and efficiency and Performance Requirements during peak customer service periods, new road openings, new product offerings and/or changes in Business Policies, accommodating off-peak and seasonal fluctuations, or emergency situations at all NC Quick Pass facilities.

REQ. No.	Requirement Description
	h. Description of employee benefits packages. i. Description of employee incentive programs to promote staff retention.
141.	The Contractor shall provide a detailed organizational chart showing all staff positions, including span of control ratios for ongoing operations. The organizational chart shall demonstrate the Contractor's understanding of NCTA's operational Requirements.
142.	The Contractor shall define all roles and their respective responsibilities, and reporting structure.
143.	For employee retention and turnover, the Contractor shall define: a. Implementation strategies to minimize turnover, b. Proposed retention and incentives, and c. How turnover rates and mitigation strategies will be reported.
144.	The Contractor shall provide a detailed forecast to support staffing levels necessary for Go-Live and ongoing operations. The forecast shall include at a minimum: a. Forecasted operational statistics (Call volumes, Cases, walk-in traffic, etc.) b. Automation containment rate assumptions c. Average call handle times d. Average Case Management closure times e. KPI targets f. Attrition g. Growth assumptions h. Shrinkage i. Staff modeling mix (Full time vs part time)
145.	The Contractor shall provide a detailed training schedule to achieve the forecasted staffing levels at Go-Live. This training schedule shall be maintained ongoing and reported in the monthly reporting package. The training schedules shall include at a minimum: a. Full-Time Equivalent (FTE) goals b. Class training sizes and limitations c. Attrition rates during training d. Average times to achieve operational proficiencies

3.4.5. Operational Acceptance Test Plan & Procedures

The Contractor shall design, develop, and execute an Operational Acceptance Test (OAT) Plan & Procedures to validate that all systems, processes, personnel, and operational components are fully prepared to support production operations in accordance with contractual Requirements. Acceptance testing shall confirm end-to-end operational readiness beyond functional system testing.

REQ. No.	Requirement Description
146.	The Contractor shall develop a comprehensive OAT Plan for NCTA Approval that includes: a. Objectives and success criteria b. Scope and test coverage c. Roles and responsibilities

REQ. No.	Requirement Description
	d. Test schedule and milestones e. Entry and exit criteria f. Risk assessment and mitigation strategies g. Test scenarios for every contact channel
147.	The OAT shall include at a minimum, validation of: a. End-to-end business processes b. System integrations and data flows c. Operational procedures and workflows d. Customer service functions (all channels) e. Reporting and analytics capabilities f. Security, access controls, and QA processes g. Disaster recovery and business continuity readiness h. Staffing readiness and training effectiveness
148.	The OAT shall also validate: a. People readiness i. Staff proficiency through role-based testing ii. Adherence to procedures and scripts iii. Supervisor and escalation handling effectiveness b. Process readiness i. Accuracy and completeness of SOPs ii. Workflow efficiency and handoffs iii. Issue resolution processes c. Technology readiness i. System performance under operational load ii. Interface reliability and data accuracy iii. Monitoring and alerting capabilities

3.4.6. Training Plan

The Training Plan sets forth the Contractor's approach to pre-Operations and pre-technology Go-Live training and the continued training of personnel throughout the duration of the Contract on operations and technology solutions.

REQ. No.	Requirement Description
149.	Minimum Requirements: The Contractor shall ensure their Training Plan includes, but is not limited to, the following: a. Training objectives and success criteria b. Roles and responsibilities for training development and delivery c. Training schedule and milestones aligned with operations Go-Live d. Training approval and change control process e. Role-specific training-Identification of all staff roles requiring training and type of training

REQ. No.	Requirement Description
	f. Training requirements for new hires, temporary staff and Subcontractors (if applicable) g. Training materials and documentation h. Training resources and environment
150.	Pre-Operations Go-Live Training Overview: The Contractor shall ensure their plan addresses in detail the following training requirements for pre-Go-Live: a. Initial onboarding and orientation training for new and incumbent staff b. Systems (e.g. BOS, DMV, Image Review, etc.), tools and technology training c. Policies, procedures and SOP training d. Safety and security training e. Compliance and regulatory training
151.	Training Approach: The Contractor shall ensure their plan describes the Contractor's approach to training prior to operations Go-Live and through the term of the Contract. At a minimum, the plan shall include the following regarding training: a. Recommended course title(s), course objectives, method of delivery for each training course (e.g. live or online), equipment to be used, media to be employed, course length, optimum number of attendees per training session, testing/quizzing process for class comprehension by participants, and certificate of completion requirements. b. Description of the training programs and related materials the Contractor recommends to successfully train all levels of Contractor staff (including leadership, managers, supervisors, leads, Agents, etc.), NCTA staff and consultants, and others as designated by NCTA. c. Approach to test or training environment and data preparation (e.g. creating dummy Accounts, loading test transactions, etc.), and coordination with the BOS contractor, as required, in advance of training. d. Approach to training for non-BOS related activities such as safety and security, hostile work environment, sexual harassment, soft skills, and Contractor policies and procedures. e. Approach to on-going/refresher training and recognizing the need for additional or ad hoc training to cross train staff for permanent or temporary assignments. f. Description of the manuals and other tools the Contractor shall develop to assist in system training and the process to maintain this current throughout the life of the Contract. g. Description of the criteria the Contractor shall use to evaluate the results of any staff readiness tests, as necessary, which may be required before a staff member can begin supporting operations. h. Description of the processes and procedures the Contractor shall utilize to receive feedback from NCTA after training, and how they propose making updates to their training program to foster continuous improvements. i. Approach to monitoring staff performance to identify areas or personnel that may require additional training.

REQ. No.	Requirement Description
	j. Coordination with NCTA and the BOS contractor to develop a training schedule.
152.	Ongoing and Refresher Training: The Contractor shall address their approach to training after Go-Live which shall include at a minimum: a. Recurring refresher training schedules b. Training updates due to policy, system or process changes c. Continuous improvement and skills enhancement training d. Remedial training for performance gaps
153.	Collaboration with BOS Contractor: The Contractor shall ensure their plan describes how the Contractor will work collaboratively with the BOS contractor to develop a comprehensive training program approach, such as train the trainer, development of training materials and carrying out a successful training program.

3.4.7. Training Materials & Manuals

The Contractor shall be responsible for developing and maintaining training materials and manuals through the term of the Contract.

REQ. No.	Requirement Description
154.	The Contractor shall be responsible for developing the following, but not limited to: a. All training materials, b. guides, c. training aids ("cheat sheets"), d. instructor workbook, and e. user manuals prior to the beginning of a training.
155.	The Contractor shall submit for NCTA Approval course descriptions, training agendas, manual table of contents and syllabus prior to development of these materials and manuals.
156.	Training materials and manuals shall be submitted at least twenty (20) Business Days to NCTA for NCTA review and Approval. Changes to training materials must be resubmitted to NCTA at least ten (10) Business Days for NCTA review and Approval prior to use.

3.4.8. Operations Transition Plan

The Contractor shall develop an Operations Transition Plan that describes the coordination necessary and identify detailed steps the Contractor shall follow to ensure a successful and seamless transition of NCQP CSCO from the existing operations to the operations described in this RFP, as well as document other details important to transition to operations. The Operations Transition Plan shall be submitted to NCTA for review and Approval.

REQ. No.	Requirement Description
157.	Responsibility Assignment: The Operations Transition Plan shall include the assignment of the resource lead responsible for each activity and include all Contractor activities from NTP1 through Operations Go-Live completion.

REQ. No.	Requirement Description
158.	Transition Activities: The Contractor shall ensure their Operations Transition Plan includes, but is not limited to, the following operations transition activities: a. Establishment of the transition team, b. Transition Communication Plan, c. Transition checklist, d. Mobilization and program establishment, e. Coordination with NCTA and current contractors including schedule dependencies and responsibilities, f. Review of existing CSC operations, g. Developing the SOPs, including familiarization with operations and BOS functionality, h. Coordinating with BOS contractor on the installation and setup of equipment (if applicable), i. Coordinating with existing operations contractor to accept custody of all CSC materials, assets, facilities and transfer of agreements and “pass through” services, j. Coordinating with existing operations contractor to transition work in progress, k. Staff recruitment and/or transfer and training strategies, l. Customer communications, if any, m. Validation of knowledge management system, n. Operational readiness demonstration approach, o. Cutover plan that outlines the process for onboarding personnel with minimal disruption to operations, p. Specific criteria for cutover “Go/No Go” - including risk identification and mitigation, q. Managing the post Go-Live backlog while handling day-to-day operations, and r. Transition closeout activities.
159.	Risk Identification: The Contractor shall identify all potential risks associated with transition as well as mitigation strategies to be employed to minimize exposure in their Transition Plan.
160.	Dependency Identification: The Contractor shall clearly identify the nature, timing, and dependencies of any required interaction with the existing operations contractor, the BOS contractor, NCTA, and other external parties in their Transition Plan.
161.	NCTA Customer Impacts: The Contractor shall describe all steps, procedures and controls in their Operations Transition Plan that shall be employed by the Contractor to ensure that all transition activities cause no adverse impact on NCTA customers.
162.	Communications Plan: The Contractor shall include a transition communication plan in their Operations Transition Plan describing communications and escalation plans for various stages in the transition such as NCQP CSCs and WICs facility readiness, testing, and final cutover as well as a description of the Contractor’s approach to providing regular reports on operational readiness.

REQ. No.	Requirement Description
163.	Existing Contract/Subcontractor Transfers: The Contractor shall incorporate into their Operations Transition Plan the transfer of any existing contracts/subcontracts that shall continue to be used.
164.	Cutover Plan: The Contractor shall include a more detailed cutover plan within their Operations Transition Plan covering the cutover period when the Contractor takes over work in progress for Approval by NCTA. The cutover plan shall include: a. An hour-by-hour schedule b. A checklist of tasks and tests occurring during the cutover c. The go/no-go decision point d. Any other information necessary to ensure a smooth cutover

3.5. Technology Documentation

The Contractor shall be required to prepare, submit and maintain 'Technology Documentation' necessary to support the effective operation, administration, and ongoing management of the Project.

3.5.1. Requirements Traceability Matrix

The Contractor shall be responsible for maintaining a Requirements Traceability Matrix (RTM) throughout the term of the Contract. NCTA will provide an RTM baseline document (see **Attachment M: RTM Baseline Sample**) which will list both functional and non-functional Requirements from this RFP. The RTM baseline will be created after NTP1 and will incorporate any Proposal solutions in addition to RFP Requirements.

Note: Proposers shall be responsible for submitting **Exhibit F: Technology Conformance Matrix** as part of their Technical Proposal submittal.

REQ. No.	Requirement Description
165.	The Contractor shall populate required information into the RTM baseline provided by NCTA. Refer to Attachment M: RTM Baseline Sample for a sample of the required information fields.
166.	The Contractor shall continuously maintain and update the RTM through the term of the Contract. The Contractor shall be responsible for updating the RTM to identify where and when each Requirement is tested (e.g. UAT test, etc.), how the Requirement will be validated during each test and cross reference the test script where the Requirement is tested.
167.	The Contractor may propose an alternative tool for the RTM maintenance for NCTA Approval.
168.	The Contractor shall only update the RTM with Requirements that NCTA has directed or agreed to, and the RTM shall track the original Requirements, any modifications made to Requirements and contain notes on any changes made to Requirements as agreed to by NCTA.
169.	Any modifications made to a Requirement through workshop reviews, or Requirement refinement etc., will require a Contract modification in the form of a Request for Correction (RFC) that will require NCTA Approval.

3.5.2. Detailed Design Documentation

This section defines the Requirements for the detailed design documentation from initial draft submittals through final Approved and As-Built documents. It establishes the expectations for preparation, submission, review, revision, and NCTA Approval of design documents.

3.5.2.1. Original Detailed Design Document

REQ. No.	Requirement Description
170.	The Contractor shall be responsible for developing a Detailed Design Document (DDD) which outlines the As-Intended To-Be Design of the expected solution. This document shall include: a. Descriptions and visual representations, where applicable, of all codes, data flows, integrations, sequence diagrams and solution behavior, b. System overview (high level system description) and system architecture (software tools, middleware and hardware configuration), c. Storage and sizing analysis, d. System access, network design and data security methodologies, e. All software components provided by Contractor or third-party, f. Database architecture and replication approach supporting high availability requirements, and g. Complete Bill of Materials (BOM), including hardware, software and support/maintenance agreements.

3.5.2.2. As-Built Documentation

REQ. No.	Requirement Description
171.	The Contractor shall be responsible for developing an As-Built System Design Document which outlines the final design of the solution prior to Acceptance.
172.	The Contractor shall keep accurate records of As-Built drawings, diagrams and documents, including any deviations from original.
173.	The Contractor shall be responsible for producing a master record index of all documentation, utilizing current version numbers of all documentation, and keeping the index up to date throughout the Contract readily available on the NCTA provided SharePoint site.
174.	The Contractor shall provide a current support matrix identifying supported browsers, client versions, mobile access methods, and third-party dependencies applicable to the Case Management system.
175.	The Contractor shall be responsible for updating the preliminary Project documents and the design documents to reflect the As-Built approach and design for each submittal, prior to System Acceptance. The Contractor shall submit the As-Built documents for NCTA's Approval.
176.	The design documents shall provide system overview (high level system description), system architecture (software tools, middleware and hardware configuration), and data security.

REQ. No.	Requirement Description
177.	This design shall include descriptions and visual representations, where applicable, of all code, data flows, integrations, sequence diagrams and solution behavior.
178.	The Contractor shall submit all the As-Built and final documents defined in Table III-3: Project Documentation & Schedule , which must be Approved by NCTA for System Acceptance.

3.5.3. Reports Manual

This section defines the Requirements for a Reports Manual that establishes the expectations for the development, submission, review, revision, and approval of system reports throughout the duration of the Contract. The Reports Manual shall document all reporting capabilities, standards, and procedures associated with the system and/or customer service operation reporting.

REQ. No.	Requirement Description
179.	The Contractor shall develop and maintain a Reports Manual that defines the technical and functional specifications for all reports delivered under the Contract.
180.	The manual shall serve as the authoritative reference for business users, technical staff, and administrators and shall include at a minimum: a. Provide complete documentation of all standard and ad hoc reports b. Include a complete catalog of all reports, including: i. Report name and unique identifier ii. Business purpose and use case iii. Report type (operational, financial, compliance, performance, etc.) iv. Frequency (real-time, daily, weekly, monthly, ad hoc) v. Target audience and user roles vi. Data sources and system dependencies vii. Related reports c. Provide field level definitions i. Field name ii. Description iii. Data type and format iv. Source system and table d. Show calculation logic and formulas e. Describe all filters and parameters f. Describe data refresh frequency and methods
181.	The manual shall describe data governance and standards and shall include at a minimum: a. Version control procedures for report changes b. Approval processes for new or modified reports c. Data validation rules d. Role-based access controls
182.	The manual shall include ongoing maintenance procedures and shall include at a minimum: a. Frequency of updates and reviews b. Ownership and responsibility for manual updates

REQ. No.	Requirement Description
	c. Validations against actual system reports d. Audit logging for report access and usage e. Procedures for reporting and resolving report issues

3.5.4. Knowledge Base Documentation

The Contractor shall provide and construct a Knowledge Base tool/system which will be used to enhance operational efficiency and customer satisfaction by providing accurate, up to date, quick access to information used by Agents, the customer, and AI tools.

REQ. No.	Requirement Description
183.	The Contractor shall construct a centralized digital library Knowledge Base, to serve as a self-service resource which will assist customers and agents with the following at a minimum: a. Answering customer questions and troubleshooting issues b. Frequently Asked Questions (FAQs) c. Internal procedures, forms and business rules d. Operating policies and escalations
184.	The Contractor shall build a Knowledge Base that will interface with and provide canned solutions to be used for customer facing auto responses through chatbots and Agent assisted chats, emails and Cases.
185.	The Contractor shall build a Knowledge Base that will interface with front end tools, that will provide agent tips for issues reported by the customer through verbal or written communications.
186.	The Contractor shall continuously review, update and organize content to be submitted to NCTA based on Table III-3: Project Documentation & Schedule . This review will ensure that the Knowledge Base is easy to navigate and use and will ensure that it is consistently accurate and up to date as prescribed in the KPIs.
187.	The Contractor shall review all proposed modifications with NCTA stakeholders before publication of updates.
188.	The Contractor shall track usage and engagement of articles, information, canned responses, etc., and will identify gaps for information improvement.
189.	The Contractor shall audit all new updates, applied to the Knowledge Base for accuracy and usability and report the findings of the audit to NCTA for Approval or corrective action.
190.	At least monthly the Contractor shall validate the Knowledge Base against any new operational business rules, policies or terms and conditions, to ensure the material and articles are accurate.
191.	The Contractor will be responsible to maintain the Knowledge Base tools and systems and will provide proof of refresh updates, in accordance with prescribed KPIs.
192.	The Contractor will be responsible for training operations and NCTA staff on the procedures and steps to author, approve and publish new articles, documentation and information into the Knowledge Base.

REQ. No.	Requirement Description
193.	Any errors or omissions found in the Knowledge Base shall be corrected and updated within three (3) Production Days, as prescribed in the KPI.

3.5.5. Testing Documentation

The Contractor shall develop a Master Test Plan to address all areas of testing. No formal testing can proceed without an NCTA Approved Master Test Plan. The objective of the Master Test Plan is to ensure the Contractor's systems meet all contractual Requirements and are tested and certified to be operational and compliant with the NCTA's system Requirements and Interoperable agencies. This plan shall detail all tests and aspects of the testing to be fulfilled with each test.

REQ. No.	Requirement Description
194.	Master Test Plan: The Contractor shall prepare a detailed plan for the testing of all components of the technology solution. The plan shall include the following: a. An outline dedicated to infrastructure testing of the integrated system to ensure it satisfies service level targets under normal workloads and to determine failure points under extreme usage levels. b. Testing shall include: User Acceptance Testing (UAT) and System Acceptance Testing (SAT). c. The Plan will include tentative dates for conducting the various tests. Reasonable modifications to these dates may be permitted during the course of the work provided written approval is received from NCTA at least ten (10) Business Days prior to the scheduled test date. d. Additionally, the Plan shall include, at a minimum, the following: i. Detailed testing approach. Methodology for testing, including coordination with external entities (e.g. other integrators and third parties) ii. Proposed schedule in days for all tests the Contractor is expected to perform iii. Description of the non-production environment(s) that will be used to support testing iv. Staffing matrix with names and responsibilities v. Other Contractor assistance needed to support testing, including special tools, equipment or personnel vi. Defect classifications that will be Approved by NCTA vii. How test failures will be handled viii. Entry and Exit Criteria ix. Test cases and procedures templates x. Test Report template
195.	Test Procedures & Scripts: a. The Contractor shall develop formal test cases and procedures that emulate various conditions and scenarios that occur in the normal operations of the systems

REQ. No.	Requirement Description
	to verify the systems' functionality and the systems' ability to handle such conditions and scenarios. b. The Contractor shall develop separate test cases and detailed procedures shall be developed for each scheduled test (e.g. UAT & SAT). c. The Contractor shall prepare detailed test scripts for all test scenarios (UAT & SAT). i. The scripts shall cover test set up, step-by-step logical procedures, scenarios testing all functionality of the CCaaS and expected results. ii. Tests shall be end-to-end so that results are tracked through the system, whenever possible. Testing shall not be segmented. d. Contractor's test cases and procedures shall be submitted and Approved by NCTA prior to beginning any testing. These submissions will be stored for audit purposes. <u>Note:</u> Reference the sample test scenarios / results in Attachment L: Sample Scenario Based Test Matrix.
196.	Test Report (UAT & SAT): Test reports shall document each test scenario and the outcome of every test, including but not limited to: the success or failure of script/procedure, any issues noted during the test, modifications made to test scripts during the test, items need to be completed to formally pass the test, recommendations for addressing issues discovered during testing, etc. a. Each report will include at a minimum: i. Punchlist items ii. Testing overview iii. Test results and summary b. The Contractor shall submit a test report within five (5) Calendar Days following the completion of each individual scheduled test.
197.	Stress Testing - The Contractor shall document a plan for performance and stress testing validation. At a minimum, the plan shall include: a. The testing shall simulate normal and peak loads. The test shall produce results with observations of system performance at quantifiable increments to demonstrate system capabilities under normal and peak load and up and through the identification of system break points i. Defined objectives, ii. Planned scenarios, iii. An explanation of test execution, b. The results of the test shall be analyzed to understand the system's performance under stress. If the results are unfavorable, and the system cannot withstand normal and peak loads, the following corrective actions shall be taken to correct deficiencies: i. The planned environments to be used, ii. An outline of expected results reporting, and iii. The planned execution of corrective actions.

3.5.6. Installation Plan

The Installation Plan is intended to ensure the Contractor delivers a complete, execution-ready blueprint for deploying the CCaaS platform, Case Management system, IVA, telephony services, and associated AI components as an integrated solution. The Installation Plan must define the end-to-end deployment approach, roles and responsibilities, configuration and integration activities, security controls, and the sequencing of all work from initial setup through production cutover.

The Contractor shall submit a detailed Installation Plan for each technical solution proposed under this RFP. If proposed solutions are deployed at different times or locations, a separate Installation Plan shall be provided for each deployment event. Depending on the components to be installed, and with agreement from NCTA, the Installation Plan can be a subset of the Technology Transition Plan.

REQ. No.	Requirement Description
198.	The Contractor shall provide a comprehensive Installation Plan covering the implementation, overall deployment strategy, implementation approach, sequencing, and dependencies for each technology component.
199.	The Installation Plan shall identify all environments required for implementation, including development, test, training, staging, and production, and describe the purpose and controls for each environment.
200.	The Installation Plan shall include a RACI or equivalent responsibility matrix to identify all agency responsibilities, contractor responsibilities, third-party dependencies, and required coordination activities necessary to complete installation.
201.	The Installation Plan shall define the installation and configuration activities including tenant setup, integrations, data migration, and solution-specific configurations (such as routing queues, workflows, roles and permissions, etc.) and address security settings, and administrative controls.
202.	The Installation Plan shall define entry and exit criteria, and rollback procedures for the installation of each technology solution, environment readiness gate, test cycle, and production deployment milestone.
203.	The Installation Plan shall identify monitoring, observability, alerting, and logging configurations that must be implemented as part of installation for all core solution components and integrations.
204.	The Installation Plan shall specify all required certificates, approvals, design reviews, change control approvals, security reviews, and go-live authorizations needed before production deployment and post install validations and monitoring responsibilities
205.	The Installation Plan shall provide status reporting, governance cadence, escalation procedures, and stakeholder communication methods that will be used throughout installation and deployment.
206.	The Installation Plan shall provide acceptance criteria, including coordination of NCTA walkthroughs, demonstrating that the technology has been fully installed, configured, tested, and made ready for production use.

3.5.7. Technology Transition Plan

The Contractor shall submit for Approval a Technology Transition Plan describing the approach to transition from the current system state to the Contractor's solutions with minimal disruption and measurable control of risk. The plan should describe the transition strategy and sequencing, including a hi-level current-state assessment, dependency mapping, data and configuration migration, integration cutover approach, environment and release management, security and access readiness, and communications/governance.

The Technology Transition Plan must also include detailed procedures for coexistence (if any), phased rollouts, number porting and carrier coordination, IVR/call routing migration, user onboarding and training, and end-to-end validation before go-live. It should define testing and acceptance gates (functional, integration, performance, DR/failover, and security), rollback options, and a stabilization/hypercare period with incident response, monitoring, and KPI tracking to confirm service levels. The objective is a controlled, auditable transition that ensures operational continuity and readiness for full production adoption.

REQ. No.	Requirement Description
207.	Cutover Plan: The Contractor's plan shall include details related to the actual cutover and go live of the technology solution: a. A documented activities list for each technology component (including an hour-by-hour plan), b. Pre-cutover checklist, c. Freeze periods, d. Communication timelines, e. Command center operations, f. Validations checkpoints, g. The decommissioning of all legacy systems and/or services, h. Failback plans, and i. Go/No-Go decision point.
208.	Communication Plan: The Contractor's plan shall include a communication and governance approach specific to the technology being implemented, to ensure communication and acceptance of the transition plan by all affected third-party partners or systems with dependencies related to transition activities with regular coordination touch points throughout the process.
209.	Risk Identification: The Contractor shall identify all potential risks associated with the technology transition as well as mitigation strategies to be employed to mitigate exposure.
210.	Migration Strategy: The plan shall include details pertaining to any necessary data migration and rollback plans, and where applicable the need for parallel runs for validation. For example, legacy Cases and notes, recordings, etc.
211.	Existing Contract/Services Transfers: The plan shall include the approach for any third-party coordination for system transitions or cutovers (for instance, phone number management plan, carrier circuit porting, DID number porting, vanity numbers etc.) and specialized services provided by others.

REQ. No.	Requirement Description
212.	Security: The Contractor's plan shall include details that address tasks related security of the systems, and related to PCI and SOC 2 Type II requirements, and assurance of continued compliance.
213.	Knowledge Transfer: The Contractor's plan shall include a knowledge transfer and transition-to-operations plan, including operational runbooks, admin documentation, support handoff, and backlog disposition.

3.5.8. Maintenance and Support Plan

The Contractor shall develop a Maintenance and Support Plan outlining their approach to maintenance and support for the environment and all included technology. The Contractor is responsible for all aspects of the solution and the solutions' technical environment.

REQ. No.	Requirement Description
214.	The Maintenance & Support Plan shall include a maintenance strategy overview describing how the solution is monitored, patched, updated, and sustained during the contract term for preventive, and corrective activities for each technology component delivered into production, including logging, prioritizing, diagnosing, and resolving defects or system issues.
215.	The plan shall include the approach for managing preventive, corrective, adaptive, and emergency maintenance activities with clear identification of Contractor managed, and third-party managed components/services.
216.	The plan shall include a roles and responsibilities matrix and organizational chart or staffing approach to ensure 24x7x365 monitoring coverage, including service boundaries for the Contractor, NCTA, carriers, cloud providers, and third parties for maintenance tasks and approvals.
217.	The Contractor's plan shall include alert thresholds, triage ownership, and escalation paths and reporting mechanism (i.e.: Service Ticket or 24X7 Helpdesk) for operational and system issues and the integration to NCTA's ServiceNow. NCTA shall have access to all service tickets.
218.	The plan shall include the communication structure for the notification process as it pertains to issue identification, alerting, incident response handoffs and escalations, and the use of the documented and approved change management procedure as well as the communication of any potential workaround documentation.
219.	The plan shall include incident response; service level commitments and prioritization and severity level models, restoration timelines, and include definitions for maintenance categories. (i.e. routine, scheduled, emergency, corrective, preventive, and enhancement-related).
220.	The plan shall include details on the approach for routine health checks to include but not limited to platform components, routing behavior, integration status, and technology solutions health and processing, expiring certificates and connectivity dependencies, and the validation of backups/configuration exports.
221.	The plan shall include capacity and performance trend review procedures and timelines, including thresholds and actions for proactive remediation, including configuration review cadence (i.e. queues, routing profiles, IVA flows, prompts, scripts, workflows, etc.).
222.	The Contractor's plan shall include a root cause analysis process for major incidents and recurring issues to include the process for documentation, submission of analysis, and

REQ. No.	Requirement Description
	trend-based corrective actions and permanent fixes as well as collection and reporting of trends should they occur.
223.	The Contractor's plan shall include details of a Change Management and maintenance governance approach to include identification of standard changes versus emergency changes outlining the following: • Change control procedures and approvals • Release notes review and impact assessment process • Evidence of requirements mapping and understanding • Evidence of successful testing • Risk assessment • Implementation and backout plan • Change advisory/governance touchpoints • NCTA review/approval requirements for production-impacting changes • Post-implementation review process
224.	The Contractor's plan shall include a maintenance calendar framework, including proposed standard maintenance windows, including time zone(s), expected duration, and frequency, including advance notice periods for planned and emergency maintenance, and constraints and blackout periods as it relates to system down time, and customer business operations impacts.
225.	The Contractor's plan shall include maintenance, monitoring, and administration of the system data, and provide experienced staff and support model to perform the following: • Ensure all data remains NCTA-owned • Ensure there is no deletion without NCTA Approval • Provide for system backups • Execute recovery and restoration procedures with defined timelines
226.	The Contractor's plan shall include maintenance, monitoring, and administration of the Case system, and provide experienced staff and support model to perform the following: • Performance tuning for adherence to optimal response times (<2 seconds) • Validate consistent availability through all service channels • Defect resolution • Integration and configuration support • Database maintenance indexing • Archiving and audit • Identification and Resolution of API failures and interface re-tries • Reconciliation of failed or incomplete transactions • Support ongoing tuning and optimization • Support modifications to workflows, documents, APIs, reporting, accessibility, and AI-assisted capabilities
227.	The Contractor's plan shall include maintenance, monitoring, and administration of the IVR/IVA system, and provide experienced staff and support model to perform the following: • Maintain and optimize IVA scripts • Validate and configure routing logic

REQ. No.	Requirement Description
	• Support Telephony integrations • Validate performance after updates • Provide quarterly reviews of configuration • Documentation of changes
228.	The Contractor's plan shall include maintenance, monitoring, and administration of the Chat system, and provide experienced staff and support model to perform the following: • Maintain connectivity between chat and messaging channels • Maintain responsiveness • Compliance with evolving communication and PCI- DSS regulations and standards • Manage performance • Content accuracy • Continuous improvement and training of AI models • Keep the chat and chatbot auto responses organized and up to date with new information (i.e.: program details, and FAQs, etc.)
229.	The Contractor's plan shall include maintenance, monitoring, and administration of the Knowledge Base system, and provide experienced staff and support model to perform the following: • Manage knowledge content lifecycle • Access controls • Updates • Performance monitoring • Continuous improvement with NCTA Approval • Periodically review user accounts and access permissions (as per the Security Requirements)
230.	The Contractor's plan shall include the approach for annual PCI attestation and compliance audit.
231.	The plan shall include procedures related to security assessments to include, but not limited to, regular vulnerability evaluations, identification, and remediation, patching, management of access accounts and credentials, and auditing of privileged access controls.
232.	The plan shall include procedures to ensure users have the right access levels for authoring, editing and posting articles, and revoking access for inactive users or those who no longer need access.
233.	The Contractor's plan shall include a structured Security and Patch Management Process to ensure critical security patches are applied within defined timelines (e.g., 72 hours for emergencies) and that patches shall be validated in lower non-production environments and Approved by NCTA for production. The process shall include: • Creation of severity-based timeline schedules • Communication of compliance-related changes • Communication of planned releases • Evidence testing • Updated Documentation

REQ. No.	Requirement Description
	• Approvals • Reporting and auditability of patch completion
234.	The Contractor shall support implementation of updates required to meet evolving regulatory, privacy, and security standards (e.g., GDPR, HIPAA, PCI-DSS for IVA payment flows).
235.	The Contractor's plan shall include a version management process to maintain all components in supported (non-EOL) versions, coordinate third-party support, notify NCTA of lifecycle changes, and ensure data integrity and continuity, and maintain version currency N-1 for both hardware and software.
236.	The Contractor version management process shall ensure version upgrades and patches do not break integrations between any of the CCT solutions, (e.g. Case Management and IVA system) as well integration with other NCTA Quick Pass systems.
237.	Patches shall be classified by severity and criticality and document target deployment timelines for emergency, critical, high, medium, and low-risk fixes and scheduled based on the following criteria: a. Emergency: Vulnerability is being actively exploited in the wild, listed in CISA KEV, enables remote code execution, privilege escalation, authentication bypass, or materially threatens internet-facing or mission-critical systems. Apply within 72 hours. b. Critical: CVSS-critical or equivalent vendor severity; high-likelihood compromise with severe business impact, but no confirmed active exploitation in your environment. Apply within 7 Calendar Days. c. High: Serious vulnerability with meaningful risk, but exploitation is less immediate or requires additional conditions. Apply within 15 Calendar Days. d. Medium: Moderate risk vulnerability with limited blast radius, compensating controls available, or lower exploitability. Apply within 30 Calendar Days. e. Low: Low-likelihood or low-impact vulnerability, cosmetic/security-hardening update, or issue with strong compensating controls. Apply within 60-90 Calendar Days.
238.	The plan shall include details of the contents and coordination of the monthly maintenance reporting package (availability, incidents, problem trends, patch/update status, open risks, and action items).

3.5.9. Disaster Recovery Plan

The Contractor shall provide a comprehensive Disaster Recovery (DR) Plan and associated documentation for the proposed CCaaS solution, including all components used to deliver telephony, IVA, routing, Agent desktop, integrations, reporting, chat, AI components and Case Management capabilities. NCTA requires a hot/cold DR solution.

REQ. No.	Requirement Description
239.	DR Overview- The DR Plan shall include: - DR design summary for the proposed solution and all in-scope services - Architecture narrative describing resiliency and failover mechanisms - DR scope and scope boundaries (what is covered and not covered) - Assumptions and prerequisites for DR activation
240.	Formal DR Plan / Runbook- The DR Plan shall include: - Step-by-step recovery procedures for all critical service components - Incident triage and impact assessment - DR invocation/activation - Service restoration sequence - Traffic rerouting/telephony failover - IVA/routing fallback activation - Integration reconnection and validation - Case Management restoration/continuity steps - Validation and business acceptance checks - Failback to primary environment - Roles and responsibilities (Contractor, NCTA, carriers, third parties) - Escalation paths and contact lists - Decision points and recovery sequencing - Estimated duration for each major recovery step - Required tools, credentials, and privileged access model during recovery - Manual workarounds if automated recovery fails
241.	Business Impact / Service Criticality Mapping- The DR Plan shall include: - DR design summary for the proposed solution and all in-scope services - Architecture narrative describing resiliency and failover mechanisms - Classification of services by criticality (e.g., telephony, IVA, Case Management, reporting, Work Force Management / work force optimization integrations) - Recovery priority and dependency mapping among systems
242.	Environment / Topology Documentation- The DR Plan shall include: - Production and DR architecture diagrams - Region/zone/data center usage - Network and connectivity dependencies (SIP trunks, carrier services, SBCs, APIs, VPNs, identity services, CRM/Case Management integrations)
243.	Backup, Failback and Restore Documentation- The DR Plan shall include: - Backup scope, frequency, retention, encryption, and restore procedures - Configuration backup coverage (IVA flows, routing profiles, call scripts, integrations, user/role configs, knowledge content, case templates) - Documented criteria and approvals for failback - Controlled failback sequencing and risk controls - Data reconciliation and integrity verification after failback - Post-event review requirements and root-cause analysis commitments
244.	DR Testing and Exercise Documentation- The DR Plan shall include: - DR test methodology and schedule - Recent DR test results (summary) - Corrective actions and remediation tracking process - Required DR testing frequency (at minimum annually; preferred semiannual/quarterly for critical services)

REQ. No.	Requirement Description
	e. Types of exercises performed (tabletop, partial failover, full failover, restore tests) f. Success criteria and validation checkpoints g. Defect remediation process and timelines h. NCTA participation options in DR tests i. Commitment to provide test reports and lessons learned
245.	DR Communications Plan- The DR Plan shall include: a. Internal and external communications procedures during DR events b. Customer notification triggers, timelines, and channels c. Status reporting cadence during incidents and recovery
246.	Recovery Objectives (RTO / RPO)- The DR Plan shall include: a. Documented Recovery Time Objective (RTO) and Recovery Point Objective (RPO) for each service/component b. Separate RTO/RPO targets for: inbound telephony, outbound dialing, IVA/self-service, Agent login/authentication, case creation and update transactions, historical reporting/analytics, and recordings/transcripts c. Identification of components with active-passive recovery models
247.	DR Activation Criteria and Decision Authority- The DR Plan shall include: a. Defined triggers/thresholds for DR declaration b. Decision authority matrix (what party declares DR, who approves failback) c. Conditions for partial vs. full DR activation d. Severity classifications and mapping to DR actions
248.	Telephony, IVA and Routing - The DR Plan shall include: a. PSTN/carrier failover approach and dependencies b. DID and toll-free number resilience strategy c. Emergency calling (e.g., E911) continuity considerations d. Alternate routing plans for region outage, carrier outage, contact center site outage, and network/MPLS/Internet outage e. Call treatment fallback options (announcement, callback, alternate queues, overflow routing)
249.	Case Management / Data Continuity- The DR Plan shall include: a. DR approach for Case Management data and transaction integrity b. Data synchronization / replication model (if applicable) c. Restore procedures for case records, attachments, notes, statuses, queues, and audit trails d. Handling of in-flight transactions and duplicate prevention controls e. Reconciliation process after recovery (missed/partial case updates, integration replay, retry queues)
250.	AI Related Components- The DR Plan shall include: a. Identification of all generative AI, LLM, NLP, machine learning, predictive, recommendation, classification, speech analytics, transcription, chatbot, virtual assistant, search relevance, summarization, and agent-assist components used by the proposed solution. b. Identification of AI-related components are required for customer-facing operations, which are required for agent-facing operations, and which are optional or non-critical during DR operations.

REQ. No.	Requirement Description
	c. Identification of each AI-related component that must be fully restored in the DR environment, partially restored, replaced with a fallback process, or temporarily disabled during disaster operations. d. The DR role and operational criticality of each AI-related component including: i. business capability supported by each component. ii. the operational impact if the AI-related component is unavailable, degraded, delayed, or producing inaccurate outputs during a disaster event. iii. Classification of each AI-related component by recovery priority and dependency on core production services. e. Identification of all dependencies required to recover AI-related components. f. Dependency sequencing and any required order of restoration for AI-related components.
251.	Security and Compliance During DR- The DR Plan shall include: a. Security controls that remain enforced during DR operation b. Identity and access management in DR mode (SSO, MFA, break-glass procedures) c. Logging/monitoring/audit trail continuity d. Encryption at rest/in transit during failover and restore e. Compliance posture during DR (e.g., PCI, HIPAA, CJIS, or applicable requirements) f. Evidence retention and chain-of-custody considerations for recordings/logs (if applicable)
252.	Monitoring, Alerting, and Operational Visibility- The DR Plan shall include: a. DR-related monitoring and alert thresholds b. Health checks used to determine readiness and recovery success c. Monitoring coverage for integrations and carrier connectivity d. Dashboard/reporting views available to customer during DR events
253.	Communications and Escalation- The DR Plan shall include: a. 24x7x365 support and escalation contacts (operations, engineering, incident commander) b. Named roles and communication responsibilities c. Customer notification timelines and templates d. Executive escalation and status update cadence

3.5.10. Training Materials & Manuals

The Contractor shall provide comprehensive technical training materials and manuals for the proposed CCaaS solution, including platform administration, telephony, IVA, routing, integrations, security, reporting, Case Management administration, AI-enabled capabilities, operations, and support functions. Materials shall support implementation, cutover, hypercare, steady-state operations, troubleshooting, controlled change, and responsible operation of AI-supported features where proposed.

REQ. No.	Requirement Description
254.	All technical training materials and manuals shall be specific to the proposed solution and the Contractor's implemented configuration in final form (not generic vendor collateral).
255.	Technical training documentation shall cover the end-to-end operational workflow across administration, telephony, IVA, routing, integrations, security, reporting, Case Management administration, and AI-enabled capabilities as applicable to each role.
256.	Role-based Materials and Manuals- The Contractor shall include materials/manuals for the following user groups: a. Platform administrators and production support staff

REQ. No.	Requirement Description
	b. Telephony / voice engineers and routing administrators c. IVA designers / maintainers and self-service administrators d. Case Management administrators and workflow owners e. Integration support personnel and API / middleware support staff f. Identity / access management and security administrators g. Reporting / analytics administrators and data support personnel h. Help desk / desktop support personnel i. Release / change management personnel j. Disaster recovery / business continuity support personnel k. AI / knowledge administrators, conversational model owners, and prompt / configuration support personnel. l. WFM, user additions and terminations.
257.	Materials and Document Types-The Contractor shall include: a. Technical instructor guides b. Administrator manuals c. Configuration runbooks d. Support operations manuals e. Troubleshooting guides and fault isolation decision trees f. Integration interface manuals g. AI / LLM / NLP administration and support manuals h. Knowledge Base, retrieval, and model-governance runbooks i. Environment, dependency, and support architecture diagrams j. Cutover and hypercare support guides k. Patch / release and change implementation guides l. Backup, restore, and disaster recovery operational guides
258.	Platform Administration and Support Manuals-The Contractor shall include: a. Administrative navigation, environment access methods, authentication flows, and role-based privileges for technical users. b. User provisioning, org structure management, queue and skill administration, routing profile maintenance, and tenant-level configuration procedures. c. Operational support procedures for start-of-day checks, service validation, issue triage, incident logging, and escalation. d. Logging, monitoring, alerting, health checks, and dashboard usage relevant to the customer support team. e. Known issue handling, standard troubleshooting paths, break/fix procedures, and vendor escalation criteria.
259.	Telephony, Voice, and Connectivity Manuals-The Contractor shall include: a. Configuration and support procedures for DID management, call flows, trunks / carriers, SBCs or equivalent components, audio paths, numbers, and voice routing controls where applicable. b. Administrative procedures for business hours, emergency routing, overflow routing, failover routing, recording controls, and channel-specific behavior. c. Softphone, endpoint, headset, workstation, network, VPN, and connectivity support requirements and troubleshooting procedures. d. Call quality troubleshooting procedures covering latency, jitter, packet loss, one-way audio, failed transfers, and disconnect scenarios. e. Operational dependencies and support responsibilities involving carriers, voice providers, or other third parties.

REQ. No.	Requirement Description
260.	IVA, Routing, Bot, and Self-Service Documentation-The Contractor shall include: - Functional and administrative documentation for IVA menus, prompts, grammar, DTMF / speech handling, bot integrations, routing logic, schedules, holidays, and announcements. - Change control procedures for IVA, bot, and routing updates, including version control, approvals, test steps, rollback, and release validation. - Support procedures for failed prompts, recognition errors, routing defects, queue overflows, fallback flows, and degraded-mode operations. - Runbook-level instructions for common operational changes expected to be performed by NCTA technical administrators. - Documentation of AI / NLP dependencies, prompt or knowledge source update procedures, and safeguards where such capabilities are proposed.
261.	Case Management, Integration, and Data Manuals-The Contractor shall include: - Administrator manuals for workflows, templates, forms, fields, queues, notifications, business rules, and role / permission configuration. - Technical documentation for integrations affecting case records or interactions, including CRM, identity, payment, recording, knowledge, document storage, data warehouse, and API-based interfaces. - Interface support procedures covering message flows, retry logic, error handling, reconciliation, monitoring, and dependency mapping. - Data quality controls, required fields, validation rules, duplicate handling, retention settings, exports, and audit support procedures. - Support procedures for synchronization issues, failed transactions, delayed updates, data mismatches, and recovery actions.
262.	Security, Access, Monitoring, and Continuity Manuals-The Contractor shall include: - Administrative procedures for SSO, MFA, directory integration, role-based access control, privileged access, service accounts, and access review support. - Security logging, audit trail review, alert response, evidence preservation, and coordination with NCTA security operations. - Patch / release procedures, maintenance windows, configuration backup methods, restore procedures, and rollback instructions applicable to managed components or configurations. - Business continuity and disaster recovery operating procedures relevant to technical support personnel, including degraded-mode support and recovery sequencing. - Contact matrices, escalation paths, support responsibilities, and criteria for engaging Contractor, Subcontractor, or third-party support teams.
263.	AI, Knowledge, and Conversational Model Administration Manuals-The Contractor shall include: - Administrative and support procedures for AI-enabled capabilities included in the proposed solution, such as Agent assist, summarization, chat automation, knowledge retrieval, classification, transcription, sentiment analysis, or other AI-supported functions as applicable. - Documentation of AI component architecture, dependencies, supported use cases, configuration boundaries, access methods, and administrative responsibilities for technical teams. - Procedures for managing prompts, templates, guardrails, knowledge sources, retrieval settings, confidence thresholds, escalation rules, and release controls for AI-supported features where such configuration is exposed to the Customer.

REQ. No.	Requirement Description
	d. Operational support procedures for AI-related incidents, including degraded responses, failed summarization, routing anomalies, inaccurate recommendations, unavailable model services, search failures, transcript issues, and fallback to manual processes. e. Monitoring, logging, validation, and governance procedures for AI-supported capabilities, including usage review, configuration change control, rollback, audit support, and coordination with vendor or third-party model providers. f. Documentation of data handling, security, privacy, and support considerations for AI-enabled capabilities, including approved knowledge sources, sensitive-data controls, output review requirements, and limits on NCTA administrative responsibilities.
264.	Technical Training Delivery Plan-The plan shall include: a. Training audiences by technical role b. Training format(s) (instructor-led, virtual, self-paced, blended, lab-based) c. Session durations, sequencing, and prerequisite knowledge d. Training system e. Dependencies on configuration readiness, integration readiness, and access provisioning f. Dependencies on AI feature readiness, approved knowledge sources, model/configuration access, and any required governance approvals g. Attendance tracking approach and completion criteria h. Knowledge checks, practical demonstrations, or proficiency validation i. Remedial / make-up training approach j. Documentation of data handling, security, privacy, and support considerations for AI-enabled capabilities, including approved knowledge sources, sensitive-data controls, output review requirements, and limits on NCTA administrative responsibilities. k. Support of a train-the-trainer approach for NCTA technical staff unless specifically excluded in the proposal. l. An explanation of how technical training will be delivered for staggered deployments, pilot groups, staged cutovers, and transition to steady-state support. m. The Contractor shall document procedures for resetting training data, reusing scenarios, and maintaining training system readiness across Project phases. n. Go-Live and hypercare enablement materials for administrators, support staff, technical leads, and AI / knowledge support personnel where applicable.
265.	Training materials and manuals shall be submitted at least twenty (20) Business Days to NCTA for NCTA review and Approval. Changes to training materials must be resubmitted to NCTA at least ten (10) Business Days for NCTA review and Approval prior to use.
266.	Technical Training Materials/Manuals- The Contractor shall be responsible for developing the following materials for NCTA approval to include but not limited to: a. Training materials and manuals shall be submitted at least 20 Business Days to NCTA for NCTA review and Approval. Changes to training materials must be resubmitted to NCTA at least 10 Business Days for NCTA review and Approval prior to use. b. All training materials, guides, training aides, instructor workbook and user manuals prior to the beginning of training.

REQ. No.	Requirement Description
	c. Course descriptions, training agendas, manual table of contents and syllabus prior to development of these documents. d. Technical training exercises defined shall reflect realistic Customer workflows and include practice scenarios for provisioning, routing changes, IVA updates, integration monitoring, incident response, case administration, and AI / knowledge support tasks where proposed. e. Training materials shall include step-by-step exercises, expected results, validation steps, and instructor answer keys where applicable. f. The Contractor shall identify any limitations of the training system (e.g., disabled integrations, synthetic data, telephony simulation constraints, limited external connectivity, masked production dependencies, restricted model access, or non-production AI behavior). g. The Contractor shall provide technical documentation for installation, configuration, administration, monitoring, troubleshooting, support, security, backup, recovery, and maintenance of all AI-related components. h. The Contractor shall provide technical training materials for administrators, support personnel, conversational designers, knowledge managers, and integration teams responsible for AI component operation and support.
267.	Maintenance and Updates to Technical Training Materials-The Contractor shall: a. Maintain technical training materials and manuals so they remain current with the implemented solution, operating model, and contracted features. b. Define update triggers for technical training documentation, including: i. Major releases or administrative UI changes ii. Workflow, routing, or IVA changes iii. Integration, API, or interface changes iv. Security, access control, or compliance process changes v. Operational support model or escalation path changes vi. Disaster recovery, backup, or continuity procedure changes vii. AI configuration, prompt, knowledge source, retrieval, or model-governance changes c. Define the expected timeline for publishing updated technical materials following a change or release.

3.6. Post Go-Live Operations Support & Maintenance Documentation

3.6.1. Operations Acceptance Report

Operational Acceptance is meant to demonstrate the reliability and stability of the systems and solutions provided by the Contractor, after system Go-Live, and shall be required prior to NCTA's final acceptance of the system. In order to achieve acceptance, a report will need to be created and Approved by NCTA citing all the validations and activities selected for observation have been completed successfully and all KPIs can be achieved. For additional details, reference Part III, Section 4.3.3.2 Operational Acceptance.

REQ. No.	Requirement Description
268.	The Contractor shall create a report that aligns with their Operational Observation Period (OOP) validation plans, whereby all Contractor supplied systems and solutions will be observed utilizing "live" operational data.

REQ. No.	Requirement Description
269.	The Contractor shall submit a production defect report that details the results of the observation period to NCTA for review and Approval. The OOP report shall include details of any system or production defects discovered during the OOP period.
270.	The Contractor shall report on the execution of a test during the performance period, and report that there have been no defects higher than a Medium (3) Priority for the duration of the test. Defects with a priority of Critical (1) or High (2) may restart the OOP depending on the issue and the impact.
271.	As part of the reporting cycle, the Contractor shall provide recommendations for addressing any defects discovered during the OOP.
272.	The Contractor shall create an easy-to-follow check list of daily tasks that will be tracked during the OOP. A copy of the complete check list, which shows the tasks that have been performed, will be submitted with the report.
273.	The Contractor shall create and provided a punch list of defects that need to be corrected after the completion of the OOP. The expected timing for correction will also be shared and Approved by NCTA.
274.	The Contractor shall create a report that tracks system and operational performance metrics and perform day-to-day reconciliations of the systems as required.
275.	The Contractor shall maintain an accurate record of all system operations and operational tasks that occur during the OOP.
276.	Weekly Reporting – The Contractor shall coordinate a weekly meeting to review the items and tasks that have been successfully executed during the reporting period. This meeting will focus on a review of the agreed-to checklist of the system metrics.
277.	Final Reporting - At the conclusion of the OOP, the Contractor shall prepare a Final Test Results Report. At a minimum, the report shall document: a. List of the test activities and dates of execution, b. Summary of the results, c. Explanation for any deviations from the original test plan, d. Punch list of issues encountered during the test, and e. Plan for resolution of any issues discovered.
278.	Upon the conclusion of the OOP, the Contractor shall present and submit to NCTA the following items in order to close the reporting period and receive acceptance: a. A punch list of items being tracked for closure will be shared, reviewed and approved by NCTA, b. Final Report is submitted and Approved, c. Confirmation that all deliverables have been provided to and Approved by NCTA, d. The NCTA systems and integrated interfaces are fully operational, and functioning as designed (e.g. affiliated websites, mobile applications, IVA, chats and chatbots, AI summarization tools, Knowledge Base, etc.), e. Contractor supplied tools and features are fully operational in its installed settings, f. The system meets the security, stability, availability, performance and functional requirements as defined, and g. Training/knowledge transfer to NCTA and NCTA operations personnel has been completed.

3.6.2. Operations Status Report

The Contractor shall be responsible for coordinating with NCTA to arrange and conduct regular Operations Status Meetings upon operations Go-Live. The Contractor and NCTA shall coordinate on the frequency of the meetings (e.g. weekly, bi-weekly, monthly, etc.), day of the week for the meetings to occur, length of the meetings, meeting locations, meeting attendees and structure of the meetings.

The Contractor shall be responsible for organizing and facilitating Operations Status Meetings (plan, lead, coordinate, etc.), coordinating with NCTA to develop meeting agendas, establishing and maintaining the standing meeting time and invites, recording and publishing meeting notes and tracking action items.

REQ. No.	Requirement Description
279.	The Contractor shall distribute meeting agendas for NCTA's review and comment no less than one (1) Business Day prior to a meeting and shall update the agenda based on comments received by NCTA.
280.	Contractor's Monthly Operations Report shall include: a. Status updates on operational activities such as operational statistics for a given period, (i.e.: Call, chat and Case stats, production department stats, etc.), b. Contractor efficiency metrics, c. KPI measurements, d. Budget projections and actual results compared to projections, e. Provide status on audit and compliance procedures, issues or follow-up, f. Review any outstanding ServiceNow / internal ticket issues that require executive review and input, g. Review of facilities management items and pass-throughs, h. Review of internal controls, audits, issues terminations, adds, revenue discrepancies, etc., i. Review of training plans, completions and projections, and j. Review of recommendations for modifications for efficiencies in automation tools or agency SOPs.
281.	Review the status of on-going issues with other operational support teams, and communicate important items (e.g. staff hiring and training, system enhancement rollouts, marketing and public relations events, facility-related issues, new roadway deployments, customer facing issues, etc.)
282.	The Contractor shall be responsible for documenting meeting notes and distributing a draft copy to all meeting attendees within one (1) Business Day for review. The Contractor shall have one (1) week to wait for comments. Should any meeting attendee submit comments and/or modifications to the Contractor, the Contractor shall have one (1) Business Day to update the meeting notes and distribute them to other meeting attendees.
283.	Meeting notes captured during every meeting shall capture, at a minimum, the following: a. Names of attendees and who they represent, b. Summary notes for each agenda topic, c. Summary note for any non-agenda item discussed, d. Review and update of any previous action items and summarization of new action items, including responsible party and associated due dates, e. Decisions made during the meeting, and

REQ. No.	Requirement Description
	f. Direction provided during the meeting.

3.6.3. Access Control Matrix

The Contractor shall be required to meet the following Requirements for access control through a matrix document to be Approved by NCTA.

REQ. No.	Requirement Description
284.	The Contractor shall be responsible for keeping the Access Control Matrix up to date after material changes or as directed by NCTA. Unless directed otherwise by NCTA, the Contractor shall submit the updated Access Control Matrix monthly for NCTA's review and Approval.
285.	The matrix shall include, but not be limited to: a. Include all Contractor personnel b. Identify the NC Quick Pass facilities each personnel will have access to c. Coordinate with NCTA, NCTA consultants, the BOS contractor and other personnel as directed by NCTA monthly (or at a frequency as directed by NCTA) to ensure the matrix is up to date and shall document each Access Control Matrix review.

3.7. Reports

The Contractor shall develop, implement, and maintain reporting and analytics capabilities across all systems and operational functions, including but not limited to IVR/IVA, workflow and WFM, reconciliation, end-of-day logs, QA monitoring, Case Management, KPI measurements and monthly reporting packages. Reports shall be available in both summary and detailed formats and shall support export to common formats (e.g., Excel, PDF, CSV).

These reporting capabilities shall support operational management, performance monitoring, financial reconciliation, compliance oversight, and overall project governance, including functions associated with CCaaS and WFM systems.

The Contractor shall have a development period during which NCTA and the Contractor will participate in workshops/discovery sessions to define all reports. The Contractor shall create a set of templates for all required reports to be submitted to NCTA for review and comment prior to the workshop as referenced **Table III-3: Project Documentation & Schedule**. During these sessions, the Contractor shall present proposed report content, while NCTA shall outline its reporting expectations and requirements. Reports require final Approval from NCTA.

REQ. No.	Requirement Description
286.	Standard reports shall be categorized as "Critical", "Urgent", or "General" in accordance with the system design and operational Requirements.
287.	The Contractor shall deliver standard system generated reports that include a scheduling tool, and ad hoc reporting capabilities.
288.	The Contractor shall provide secure, role-based access to dashboards and reports.

REQ. No.	Requirement Description
289.	Based on design: a. Standard reports shall be generated and shall support interval-based, real-time, daily, weekly, monthly, quarterly and annual reporting views. b. Standard reports shall be generated within one (1) Production Day of the reporting period. c. On demand/ad-hoc reports shall return requested data in a reasonable time frame as defined during system design and agreed upon by NCTA. d. A report audit schedule will be developed during the reports workshops as part of the report's Approval process.
290.	All reports shall follow standard financial and accounting formatting (e.g. data alignment and column justification within a column, consistent use of symbols and accurate decimal placement to ensure readability and consistency).
291.	Reports shall be able to process historical data based on data retention Requirements set by NCDOT data retention specifications.
292.	The Contractor shall ensure data accuracy and reconciliation with all source systems.
293.	The Contractor shall ensure their system shall support the ability to run efficiently without performance issues at least for a year's worth of data on demand.
294.	The report solution shall provide out-of-the-box reports covering core WFM operational metrics, including forecasted versus actual contact volumes, required versus scheduled staffing, schedule adherence, agent occupancy, agent utilization, non-productive time, schedule efficiency, and overtime.
295.	Reporting shall be available across multiple dimensions, including contact queue, skill, interaction channel (i.e. Case Management, IVA, email, chat, WICs, and NCQP CSCs), team, site, region, and individual Agent.
296.	The Contractor shall coordinate with NCTA and the BOS contractor to develop a standard monthly reporting package which, at minimum, summarizes all operational activities, KPI performance, monthly invoicing and support and financial reconciliations. The package shall include an overall project status summary that includes, at a minimum, the following: a. NCQP CSCs statistics, b. IVA metrics, c. Digital channel metrics, d. Case Management metrics, e. WICs metrics, f. Customer experience, g. Workforce and staff management (Forecast vs Actuals), h. KPI compliance, i. QA, and j. Other key metrics.
297.	Operational dashboards displaying key metrics, as defined by NCTA, shall refresh data at intervals near real-time to ensure that information remains current and accurate for users.
298.	The Contractor shall implement a daily operational summary to document any factors that affected operations each day. This information will serve as a daily reference for NCTA, a

REQ. No.	Requirement Description
	historical record for future review, and information gathering for analysis of operational and system/technology improvements.
299.	Forecasting and Planning Reports a. The Contractor shall produce standardized forecasting reports by channel that include, at a minimum: - i Projected contact volumes, - ii Average Handle Time (AHT) forecasts, - iii Service level projections, - iv Staffing requirements (e.g. FTE) by interval, and - v Shrinkage assumptions (e.g., breaks, absenteeism, training). b. Reports shall include comparisons of the following: - i Forecasted vs. actual volumes, - ii Forecasted vs. actual AHT, and - iii Forecast accuracy percentages and variance analysis.
300.	Real-Time and Intraday Reporting shall include the following: a. The solution shall provide near real-time dashboards displaying service performance, speed of answer, staffing levels, schedule adherence, agent occupancy, etc. b. The solution shall support intraday reporting that highlights risks to meeting service commitments. c. The solution shall retain intraday performance data for historical analysis and trend reporting.
301.	Omnichannel and Digital Interaction Reporting a. The solution shall provide channel-specific performance reports that account for concurrency and handling differences across interaction types. b. The solution shall support consolidated reporting across voice and digital interaction channels. c. The solution shall report on automated and virtual assistant interactions and their impact on Agent workload and staffing Requirements where applicable.
302.	Case Management Reporting a. The solution shall provide reporting on Case volumes, backlog, aging, priority, status, and resolution trends. b. The solution shall support reporting on Case lifecycle metrics, including time to first response, time to resolution, Case reopen rates, and compliance with service commitments. c. The solution shall support reporting by Case type, channel of intake, product or service category, customer segment, and assigned Agent or team. d. The solution shall provide visibility into Agent Case workloads and capacity to support staffing and workload balancing decisions. e. The solution shall support linkage between customer Cases and interaction records for end-to-end customer journey reporting.

REQ. No.	Requirement Description
303.	Custom and Ad Hoc Reporting - The solution shall provide a configurable report builder for authorized users without Contractor or vendor intervention. - The solution shall support calculated fields, filters, grouping, and aggregation of reporting data. - The solution shall support ad hoc analysis for operational, tactical, and executive reporting use cases.
304.	Data Access, Export, and Analytics Integration - The solution shall support scheduled and on-demand data exports in commonly used spreadsheet and text file formats. - The solution shall provide programmatic access to reporting data through documented interfaces. - The solution shall support integration with enterprise business intelligence and analytics platforms.
305.	Governance, Audit, and Security Reporting - The solution shall maintain audit logs for schedule changes, administrative actions, approvals, and overrides. - The solution shall govern access to reports and dashboards using role-based access controls.
306.	Operations Compliance Reports Package - Provide reports on service level performance, open issues, recurring defects, release activity, and patch status for the Case Management platform. - Provide monthly or as requested by NCTA operational service reviews covering incident metrics, problem trends, maintenance performed, risks, backlog, and recommended improvements.
307.	Technology Reporting - The Contractor shall provide reports on the performance of all components of the solution including: availability of all components, metrics for all KPIs, performance for interactions between the solutions components, and interactions between the solution and external integrations. - The Contractor shall submit a Root Cause Analysis (RCA) for any issues that have been identified by either the Contractor or NCTA for NCTA review and Approval.
308.	KPI Reporting- As part of the KPI assessment process, the Contractor shall: - Establish an ongoing method to monitor, measure, calculate, and report compliance with all KPIs outlined in Part III, Section 7. - Any additions thereto that may be agreed upon throughout the O&M and Continuous Improvement Phase of the Contract. - The frequency and format of KPI reporting will be jointly developed between the Contractor and NCTA during the Implementation & Transition Phase of the Contract.
309.	KPI Report- The Contractor shall develop and submit a report that will include at a minimum:

REQ. No.	Requirement Description
	a. Current KPI results (aka performance evaluations) compared to Requirement; b. All relevant supporting documentation; c. Identification of any KPI violations or risks; d. Root Cause Analysis for missed KPIs; and e. Corrective actions taken or planned.

3.8. Standard Operating Procedures

The Contractor is responsible for understanding, supporting and updating SOPs that describe the steps required to complete all customer service functions and activities. The SOPs shall follow the NC Quick Pass Business Policies (refer to **Attachment C**) and North Carolina State laws. The Contractor shall propose their process for the discovery and documentation for this activity. The Contractor shall create a set of templates for all new SOPs and provide recommendation for updates to existing SOPs (see **Attachment F: List of Current SOPs**). The SOP templates and final documentation delivery shall be submitted to NCTA for review and comment as referenced in **Table III-3: Project Documentation & Schedule**.

REQ. No.	Requirement Description
310.	Descriptions of each current SOP are provided in Attachment F: List of Current SOPs along with the status of each SOP based on the following categories: 'Not Started', 'In Progress', 'Needs Development', and 'Complete'.
311.	The Contractor shall be responsible for reviewing and gaining complete understanding of current SOPs. The Contractor shall recommend modifications to the SOPs, for NCTA Approval, prior implementing the SOP and training staff.
312.	The Contractor shall identify and develop any new SOPs to the extent necessary, to carry out the functions required under the Contract and company specific policies. All new SOPs will require Approval from NCTA prior to implementing the SOP and training staff.
313.	The Contractor shall be responsible for keeping the SOPs up to date after material changes or as directed by NCTA. All updates to SOPs will require Approval from NCTA.
314.	The Contractor shall coordinate with NCTA's BOS contractor to develop and maintain SOP documentation based on the functionality of the BOS and the BOS contractor's system documentation, as well as keep SOPs up to date with any system changes that occur throughout the duration of the Contract.
315.	The Contractor shall conduct an annual audit of all SOPs to verify that the review frequencies specified in Table III-3: Project Documentation & Schedule have been performed.

4. Customer Service Center Operations

This scope of Work defines the operational Requirements, responsibilities, and performance expectations for the provision of Customer Service Center Operations (CSCO). The Contractor shall deliver comprehensive, high-quality customer support services that ensure timely, accurate, and consistent resolution of customer inquiries across all designated communication channels. Services shall be performed in accordance with applicable KPIs, regulatory requirements, and industry best practices, with a focus on customer satisfaction, operational efficiency, data security, and continuous performance improvement.

As stated, NCTA has interest in enhancing CSCO as well as CCTs. The Contractor shall provide integrated customer support services across multiple contact channels, including Agent voice services, email, chat, messaging, and self-service platforms, leveraging artificial intelligence and automation to enhance responsiveness, accuracy, and customer satisfaction. The Requirements herein define the Work to be completed by the Contractor. It is the responsibility of the Contractor to determine the most optimal combinations of CCT and manual staffing to accomplish the Work in an efficient, cost effective and high-quality manner.

The CSCO transition is included under NTP1: Part A. This scope of Work includes managing the transition of CSCO staff and existing service contracts. To facilitate a smooth transition, it is anticipated that the Contractor will continue to use NCTA's existing phone system and IVR.

4.1. General Requirements

The Contractor shall manage the scope of Work throughout the term of Contract based on the Requirements listed below.

REQ. No.	Requirement Description
316.	The Contractor shall provide all Services and perform all functions in accordance with applicable laws and regulations and in compliance with all NCTA policies, Approved Project documentation, PCI Requirements, KPIs and the terms and conditions of the Contract.
317.	The Contractor shall execute the Work in accordance with the PMP Approved by NCTA, and other Approved plans developed pursuant to the Contract in order to deliver the required Services throughout the entire term of the Contract.
318.	The Contractor shall develop all meeting agendas for status meetings, and meetings called by the Contractor. The Contractor shall distribute to meeting invitees full meeting agendas a minimum of one (1) Business Day in advance of all meetings
319.	The Contractor shall be responsible for documenting meeting notes and distributing a draft copy to all meeting attendees within one (1) Business Day for review. The Contractor shall have one week to wait for comments. Should any meeting attendee submit comments and/or modifications to the Contractor, the Contractor shall have one (1) Business Day to update the meeting notes and distribute them to other meeting attendees. Meeting notes captured during every meeting shall capture, at a minimum: a. List of meeting attendees; b. Summary of notes for each agenda topic; c. Summary of notes for additional non-agenda items discussed; d. Action items, including responsibility party and any associated due dates; e. Decisions made during the meeting; and f. NCTA direction provided during the meeting.
320.	The Contractor shall be responsible for thoroughly understanding, and articulately conveying to customers, appropriate business policies (see Attachment C: NCQP Business Policies).
321.	The Contractor shall be responsible for thoroughly understanding and articulately conveying to customers the NCTA toll facility operations rules, features and regulations, the rules of the I-77 Express Lanes and use of other roadways, and the features and functionality of Interoperability with other agencies.

4.2. Operations Approach

The Contractor shall closely coordinate with NCTA to plan and carry out operational elements, review operations activities on a regular basis, and identify emerging trends and issues. In support of NCTA's NC Quick Pass Program, and by following the NCQP Business Policies (**Attachment C**), the Contractor shall be required to provide operational and customer support Services.

Note: Operations Requirements under this section apply to NTP1 and NTP2.

4.2.1. Contact Center Staffing and Management

This section outlines the staffing Requirements, roles, qualifications, and performance expectations necessary to support the effective operation of the NCQP CSCs and WICs.

REQ. No.	Requirement Description
322.	The Contractor shall provide an appropriate supervisory and management structure to support front-line staff and provide on-site supervision as is essential to carry out all terms and conditions of the Contract.
323.	The Contractor shall recruit, train, schedule, and manage appropriately skilled personnel to ensure consistent coverage to support multiple customer contact channels, provide service quality, and compliance with established KPIs and forecasted contact volumes.
324.	Staffing Services shall be designed to meet forecasted contact volumes (see Attachment D: Operational Statistics), support multiple customer contact channels, and provide the flexibility and scalability required to adapt to changing business needs while delivering professional, responsive, and customer-focused experience.
325.	The Contractor shall provide full-service contact center operations, including inbound and outbound call handling, customer inquiry resolution, Case Management and issue escalation. All Services shall be delivered in a professional, courteous, and customer-focused manner always.
326.	The Contractor shall be responsible for staffing and managing two (2) NCQP CSCs at the following locations: - Rocky Mount CSC: 1533 N Church Street, Rocky Mount, NC 27804 - Winston-Salem CSC: 5635 W Hanes Mill Road, Winston-Salem, NC 27105
327.	The NCQP CSCs shall support defined hours of operations, at a minimum, represented as: - Monday-Friday, 9 a.m. to 5 p.m. - Saturday, 9 a.m. to 2 p.m.
328.	The Contractor shall implement workforce planning and scheduling processes aligned with forecasted workloads and KPIs. WFM practices shall include forecasting, scheduling, real-time adherence monitoring, and performance reporting.
329.	The Contractor shall hire and staff bilingual (English and Spanish) personnel in sufficient quantities to effectively communicate with NCQP customers at all locations. The Contractor shall determine the number of bilingual staff necessary to ensure all customers requesting communication in Spanish, whether written or verbal, can communicate with an Agent in compliance with the KPIs.
330.	The Contractor shall provide staff to handle sensitive or escalated customer issues from issue identification through completion, including all research and the preparation of

REQ. No.	Requirement Description
	customer correspondence in response to the issue, as well as any follow-up, as necessary. Staff shall be able to perform independently with limited supervision.
331.	The Contractor shall provide initial and ongoing training to all staff, including systems training, customer service skills, policies and procedures, and compliance requirements. Training programs shall include role-specific curricula and refresher training as needed to maintain proficiency. The Contractor shall ensure staff are fully trained and certified prior to handling live customer interactions independently.
332.	The Contractor shall actively manage attrition through engagement strategies, career development, and retention initiatives. Knowledge transfer and documentation processes shall be maintained to minimize service disruption due to staff turnover.
333.	Supervisors shall be responsible for real-time issue resolution, coaching, adherence monitoring, and escalation management.
334.	Management staff shall oversee operational performance, staffing effectiveness, and continuous improvement initiatives.
335.	The Contractor shall continuously optimize staffing efficiency while maintaining service quality and customer satisfaction. Staffing strategies shall be reviewed periodically and adjusted based on performance data, customer feedback, and changing business requirements. <u>Note: Remote agent and user operations, can be considered for specific functions as approved by NCTA, for staff residing in NC and by following applicable security protocols and SOPs including but not limited to PCI and SOC2.</u>

4.2.2. Walk-In Center Staffing and Management

The Contractor shall assume full operational responsibility for managing the WICs. The Contractor shall ensure all Services are delivered in compliance with applicable laws, regulations, policies, and contractual Requirements.

REQ. No.	Requirement Description
336.	The Contractor shall operate and manage WICs that provide in-person assistance in a professional, courteous, and customer-focused manner. All Contractor staff shall wear professional attire and display an identification / card access security badge. Staff assigned to a WIC shall wear uniforms Approved by NCTA.
337.	The Contractor shall ensure all Services are delivered in compliance with applicable laws, regulations, policies, and contractual Requirements, and shall be responsible for staffing and managing two (2) WICs at the following locations: - Charlotte WIC: 8015 W. W.T. Harris Blvd., Charlotte, NC 28216 - Monroe WIC: 3034 Winston Ave., Monroe, NC 28110
338.	The WICs shall support these defined hours of operations: - Monday-Friday, 9 a.m. to 5 p.m. - Saturday, 9 a.m. to 2 p.m.
339.	WICs are required to perform the following services: a. Customer account creation and closure, management and maintenance; b. NC Quick Pass Transponder inventory distribution and maintenance;

REQ. No.	Requirement Description
	c. Account conversion management; d. WIC customer service (e.g. dispute resolution, account payments and replenishments); and e. Perform manual check scanning and bank uploads through the Check-21-DOT interface.
340.	The Contractor shall contract with an armored car service to transfer fund deposits from the WICs to NCTA's bank.
341.	A designated on-site manager shall be responsible for daily operations, staff oversight, issue resolution, and client coordination.
342.	The Contractor shall develop and maintain staffing plans that align with forecasted walk-in volumes and service level targets. The Contractor shall manage staff attendance, scheduling, performance, and attrition.
343.	The Contractor shall provide initial training for all WIC staff. Training shall include customer service skills, policies and procedures, systems usage, privacy requirements, safety, and de-escalation techniques.
344.	The Contractor shall implement security protocols to protect customers, staff, and facilities. Incident response procedures shall be documented and staff shall be trained in emergency protocols.
345.	Scalability for New WIC Locations- a. The Contractor shall provide services in a manner that is fully scalable to support the addition of new WIC locations throughout the term of the Contract. The Contractor must maintain sufficient operational capacity, staffing flexibility, and technical infrastructure to accommodate increases in customer volume, service demand, and geographic coverage without degradation in service quality or performance. b. Upon notification by NCTA of a new WIC location, the Contractor shall coordinate with NCTA to plan and execute all activities necessary to achieve operational readiness within a timeframe established by NCTA. Such activities may include, but are not limited to, staffing and recruitment, training, system access and configuration, equipment provisioning, and site readiness support. c. Additionally, upon notification, the Contractor shall provide a standardized onboarding and deployment approach for new locations, including defined timelines, resource plans, and implementation procedures to ensure consistent and efficient rollout. d. Pricing for additional WIC locations shall be addressed in accordance with the Contract's pricing provisions or as otherwise Approved by NCTA.

4.2.3. Customer Account Management

The Contractor shall support NCTA's NC Quick Pass Program by providing operational and customer support guided by NCTA's business policies.

4.2.3.1. Account Creation

NC Quick Pass customers can create Registered Accounts via the website, by phone, by mail, by email, by mobile application or by visiting a WIC. Toll Invoice Accounts are created automatically by the BOS, or manually by Agents on an exception basis, whenever a license plate does not match a Registered Account or Toll Invoice Account.

REQ. No.	Requirement Description
346.	The Contractor shall provide all Account creation activities not otherwise performed by the customer through self-service channels or automatically created by the BOS.
347.	The Contractor shall support account openings through mail-in applications, at the WICs and through the call center, and support customer questions for applications being processed via the web.

4.2.3.2. Account Management

The Contractor shall provide Account management services for customers upon customer request.

REQ. No.	Requirement Description
348.	The Contractor shall provide all Account management and maintenance Services for all Account types and plans required to support the NCQP Program in accordance with the Approved SOPs.
349.	The Contractor shall ensure Agents validate customer credentials prior to accessing a customer's Account, revealing Account information or updating a customer's Account.
350.	The Contractor shall provide Account management Services via the following customer interaction channels: a. Phone; b. In-person; c. Email/Web; d. Live chat; e. Written correspondence; and f. Text (e.g. SMS).
351.	The Contractor shall update customer Account information in accordance with the SOPs based on notification from various authorized parties, such as: a. Customers; b. DMV and other registered vehicle owner lookup services; c. Merchant or credit card update service providers; d. United States Post Office; e. Skip tracing providers; and f. Collections providers.
352.	The Contractor shall perform Account Update tasks when requested from a NCQP customer to modify existing information held within a system, which includes but may not be limited to: a. Changes to a user profile, b. Vehicle listing, and c. Payment credentials

REQ. No.	Requirement Description
353.	The Contractor shall document, resolve, and provide a response to all customer disputes and complaints accurately and timely in accordance with Approved Case Management SOPs and KPIs.
354.	The Contractor shall enter clear and concise notes onto the customer Account to document all customer contacts and other Account management/update activities.
355.	The Contractor shall be required to scan and upload documents, applications, letters, chat logs, and other customer communications to an Account if the document is not automatically added to the Account via the BOS.
356.	Inactive NC Quick Pass Account Support: - The Contractor shall support customer inquiries related to inactive Accounts. - The Contractor shall appropriately process customer responses to inactive Account closure notifications, inactive Account fees, and prevent Account closure if requested by the customer.
357.	Merging and Unmerging Accounts: The Contractor is responsible for merging and unmerging Accounts and/or Account types, as applicable, when Accounts are eligible for merging or separation as defined by the NCQP Business Policies and authorized by NC Quick Pass customers. - The Contractor shall merge or unmerge two or more Accounts, after verifying customer credentials for all Accounts (in accordance with NCQP Business Policies and Approved SOP) upon request from a customer. - The Contractor shall ensure all personal, replenishment, vehicle, Transponder, financial and non-financial historical and transactional data is either transferred to the final, single Account (merge) or is completely removed from all Accounts except for final Account (unmerging). - The Contractor shall provide the authorized user(s) with the ability to select the preferred personal and replenishment information from the affected Accounts. - The Contractor shall be required to perform a quality review once an Account merge or unmerge is complete to ensure the actions performed meet the needs of the customer, and all necessary data (e.g. transaction history, balance, payment info, etc.) has been accurately transferred, as applicable.
358.	HOV Declaration: - The Contractor shall support HOV declaration Services for Registered Account customers. - The Contractor shall support customer requests to activate and deactivate HOV declaration status on their Account.
359.	Delinquent Accounts: The Contractor is responsible to coordinate with the NCTA provided collection agency and the DMVs to support DMV vehicle holds for the collection of delinquent debt from customers. DMV Hold and Release Support- The Contractor may be tasked with manually performing all DMV holds and releases on a temporary or permanent basis as defined by NCTA. The BOS will perform DMV hold and releases automatically based upon NCQP Business Policies. In some instances, automated hold and

REQ. No.	Requirement Description
	releases cannot be made and therefore the Contactor will be responsible for performing these activities. i. Contractor shall coordinate with DMV and NCTA to support the DMV hold and release processes, when necessary, as well as interact with jurisdictions outside of North Carolina should NCTA enter into reciprocal agreements for enforcement. ii. For NC registered vehicles eligible for DMV hold, the Contractor may be required to utilize the DMV system and place / release a hold on the vehicle in accordance with the SOPs and NCQP Business Policies. iii. The Contractor shall coordinate with the DMVs and other parties to support vehicle DMV hold and release processes, including responding to inquiries from customers and DMVs, as required by NCTA. b. Collection Support- The Contractor shall support the Collections Program, monitor its effectiveness and assist in refining the program to improve debt collection. i. The Contractor shall appropriately process customer responses to delinquent Account notifications/invoice and fees and provide information to the customer regarding balances due and actions necessary to bring current, balances forwarded to a collections agency or DMV Hold, if applicable, and accepting payment to bring Accounts current. ii. The Contractor shall support collections Services in accordance with the NCQP Business Policies (see Attachment C), SOPs and NCTA directives. iii. The Contractor shall coordinate with an outside collections agency or agencies so the collection agency may pursue delinquent Registered Accounts or Toll Invoice Accounts.

4.2.3.3. *Special Account Management*

NCTA offers certain customer groups specialized Account handling due to the nature of Account usage, high volume of activity, or specialized tolling arrangements. These Accounts consist of large corporate and fleet customers, first responder accounts, transit agencies, and government accounts (collectively, "Specialty Accounts"). Customer service for these account types demands a higher level of Agent expertise and knowledge of tolling for unique and/or business customers. While the number of Specialty Accounts are less than five percent (5%) of accounts managed, the amount of time to perform account servicing can take longer to complete than the servicing of a typical private or small business Account.

The Contractor will qualify accounts for special designation in compliance with NCQP Business Policies. In addition, Specialty Accounts routinely require focused handling to perform functions such as specialized dispute research including investigating interoperable transactions, assisting with bulk transponder assignments and deactivations, and frequent and/or large volume vehicle and license plate changes. Agents handling these specialized accounts will also be expected to perform outreach efforts to proactively and reactively work directly with the customers.

REQ. No.	Requirement Description
360.	The Contractor shall ensure large business, fleet, first responder, transit, and government Accounts (collectively, "Specialty Accounts") are handled exclusively by experienced staff to ensure accurate and timely service for these customers.
361.	The Contractor shall work with Specialty Account customers to provide assistance with Account maintenance, resolving transaction and Account issues, and perform outreach services to inform these customers of unique issues and resolutions to reported problems.
362.	For Specialty Account types that require qualification, the Contractor shall perform documented qualification procedures in compliance with Attachment C: NCQP Business Policies and the Approved SOPs.
363.	Large Business (Commercial & Fleet) Accounts These Accounts usually maintain very large prepaid Registered Account balances and conduct a high volume of transactions; many of which could occur at Interoperable toll facilities and can have a significant number of diverse vehicle types, license plates, and Transponders.
364.	First Responder Accounts NCTA offers toll-free passage on some NCTA toll facilities to first responders who meet criteria set by the North Carolina General Statutes. The Contractor's staff must properly qualify new requests for first responder Accounts as well as handle all inquiries regarding revenue and non-revenue travel. First responder Accounts are mainly for police, fire, and both public and private ambulance services, but may also include other qualified entities.
365.	Transit Account Management NCTA offers toll-free passage on the I-77 Express Lanes to transit operators who meet criteria set by the North Carolina General Statutes. Transit Accounts are mainly public transportation providers such as public buses and the related support vehicles but may also consist of private transportation vehicles contracted by public agencies.
366.	Government Account NCTA offers post-paid Registered Accounts for certain municipal and government agencies for travel on North Carolina toll facilities.
367.	HOV Account Management and HOV Declaration Customer Service Registered Account holders can set High-Occupancy Vehicle (HOV) status and travel for free on the I-77 Express Lanes when they have met certain conditions, including having three or more people in the car and have made a declaration for travel.
368.	Bankruptcy Handling a. NCTA is notified formally of the protection order and effective date of the order for customers that have filed for bankruptcy protection. All debts prior to that date may be protected from further collection and/or billing efforts and all collections or outreach efforts shall be discontinued.
	b. The Contractor shall coordinate with NCTA for proper handling of customers' declaring bankruptcy, including documenting the notice, confirming the effective date and scope, and discontinuing or suspending any collections, outreach, or related activities as required by law and NCTA direction.

REQ. No.	Requirement Description
	c. The Contractor shall support NCTA and North Carolina courts to validate any received bankruptcy petition (e.g. via Proof of Claim filing) regarding an NCQP customer bankruptcy, either Registered Account or Toll Invoice Account, and shall provide information and respond to requests related to customer bankruptcy proceedings.
	d. The Contractor shall coordinate with NCTA for the proper handling of customers declaring bankruptcy. Once being made aware of the bankruptcy, the Contractor shall discontinue any collections or outreach efforts in compliance with the SOPs.

4.2.3.4. Payments

The Contractor is responsible for timely and accurate processing of all payment types. Any payment processing Services provided by the Contractor must be secure, compliant, and fully integrated to support customer transactions across all customer contact channels.

REQ. No.	Requirement Description
369.	The Contractor must maintain strict compliance with all applicable regulatory and security standards, including but not limited to PCI-DSS (Payment Card Industry Data Security Standard) certification and SOC 2 Type 2 audits.
370.	The Contractor shall be responsible for timely, accurate and secure processing of all payment types.
371.	Any payment processing Services provided by the Contractor shall be secure, compliant, and fully integrated to support customer transactions across all customer contact channels; including but not limited to: a. Inbound and outbound call centers b. WICs c. IVR/IVA systems d. Web portals and mobile applications e. Lockbox exceptions services

4.2.3.5. Disputes

The Contractor shall provide end-to-end toll dispute intake, review, adjudication support, and resolution services.

REQ. No.	Requirement Description
372.	The Contractor shall support dispute processing across all customer contact channels. The Contractor shall support dispute handling for, at minimum: • Incorrect vehicle class disputes • Plate misreads • Transponder read errors

REQ. No.	Requirement Description
	- Account billing discrepancies - Duplicate toll charges - Toll-by-plate invoice disputes - Late fee or administrative fee appeals - Enforcement or violation notice appeals - Fraud or identity theft claims related to vehicle registration
373.	All disputes shall be handled in accordance with NCTA SOP's and Business Rules and documentation shall clearly define each dispute type.
374.	The Contractor shall conduct thorough dispute investigations utilizing the tools available to maximize first contact resolutions.
375.	Cases shall be properly opened and assigned for all dispute escalations.
376.	The Contractor shall conduct regular QA reviews of dispute determinations to assure adherence to adjudication guidelines.

4.2.3.6. Image Review Quality Auditing

Image review is performed by third-party contractors for NCTA toll transactions. The Contractor is required to perform Image review quality auditing at the volumes described in the KPI Requirements. The Contractor shall be responsible for utilizing the BOS to select and review video images for comparison to plate data entered in the BOS.

REQ. No.	Requirement Description
377.	Image review quality auditing shall be performed by the Contractor at the volumes described in the KPI Requirements.
378.	For each license plate that is returned from a DMV as rejected or 'no hit', the Contractor shall view the image representing the Toll Invoice transaction on the BOS to ensure the license plate in the image was entered correctly by the third-party contractor. If the image was not entered correctly, the Contractor shall update the plate data in the BOS.
379.	For images originating from the I-77 Express Lanes, the Contractor shall utilize the BOS to select a sample of images to view and compare images to the data entered.
380.	The Contractor shall utilize license plate guidebooks, furnished by NCTA, in order to determine the accuracy of the data entered, including plate jurisdiction, plate type (if required for a given jurisdiction), and the plate characters.
381.	The Contractor shall perform audits of all license plate identification for toll transactions. During image re-review activities, the Contractor verifies license plate accuracy utilizing the source imagery and applied in accordance with Approved review procedures.
382.	The Contractor shall report on errors or trends and implement corrective actions as necessary to ensure image review quality.

REQ. No.	Requirement Description
383.	NCTA shall audit the Contractor's license plate corrections and rejects to verify that the actions taken were correct. The accuracy of these corrections and rejects must fall within the Contract KPIs.

4.2.3.7. Case Management

A Case is an activity that is tracked and managed as a result of a customer question, feedback, or a follow-up request for Agent assisted calls that are not completed on first call resolution. Cases can be initiated through multiple communication channels, such as the online website, email, system chat, and through system processing interfaces (ie: lockbox, mailhouse, etc.). Cases can be initiated by both registered and non-registered customers.

Cases are expected to be closed within specified performance KPIs, with the Contractor supplying reports that represent adherence to those KPIs, such as closure timelines, Agent productivity, trends, etc.

The Contractor shall manage Cases and Case Management workflows to improve knowledge-driven work and to improve general processes for optimized outcomes. The Contractor shall align their response for expected costs required to manage, operate, and oversee Case Management as an integrated function across all channels, both manually and through automation.

Reference **Attachment K: List of Current Case Types & Topics** for a list of the current Case types and topics being used in NCTA's existing BOS.

REQ. No.	Requirement Description
384.	Case Creation a. The Contractor shall manage a process and have staff available to create and support Cases for various customer requests, which include but are not limited to the following: i. Account Update - Researching Transponder order tracking; - Initiating, tracking and resolving customer issues and requests via phone and in person, that cannot be resolved immediately; - Initiating, tracking and resolving customer issues and requests received by mail, self-service Website, self-service mobile website, self-service mobile application, email, fax and SMS text messaging; - Initiating, tracking and resolving research Cases created by the collection's agencies; - Initiating, tracking and resolving non-customer issues and requests that cannot be resolved immediately; Initiating, tracking and researching undeliverable addresses, and - Initiating requests for inventory items (e.g. dual lock, read prevention bags, etc.). ii. Disputes

REQ. No.	Requirement Description
	- Initiating, tracking and resolving disputes. iii. Interoperability - Initiating, tracking and resolving Interoperability issues and requests from other agencies and other third-party tolling entities. iv. Bankruptcy - Initiating and tracking issues that are related to customer bankruptcy. * Note: Physical shipment of inventory is managed through the Transponder Management & Fulfillment contractor; however, Agents will be responsible for supporting customer inquiries, anomalies, and replacement shipments. b. The Contractor shall close Cases within a specified performance goal, based on priority and Case type. c. The Contractor shall keep cases open, or in-progress, until a resolution has been determined. Once a resolution is determined, the Case will be updated and closed. d. The Contractor shall have staff available to support and manage Cases that are initiated through all communication channels.
385.	Process Management – a. The Contractor shall process and have staff available to support creation of Cases due to a dispute, and to enter the dispute reasons and identify need for documentation, including but not limited to: i. NCQP customer in good standing – (post to customer Account at NC Quick Pass® rate); ii. Data entry error; iii. Duplicate charge; iv. Invalid or wrong license plate information; v. Registered owner is deceased, and the date customer passed away; vi. Registered owner in bankruptcy, and date the bankruptcy took effect; and vii. Vehicle sold/leased – (new invoice to responsible party). b. The Contractor shall create a workflow process and have staff available to support the recording of Affidavit reasons provided under NC law: the vehicle was in the care, custody and control of another individual at the time of the transaction; the vehicle was reported stolen at the time of the transaction (requires a police report), the person being invoiced is not the owner of the vehicle associated with the transaction. c. The Contractor shall create a workflow process and provide an authorized user with the capability to review and approve Cases that can be placed on hold, pending a specific occurrence, or to enter a date when the Case will be presented again to be worked. Depending on the Case type, the Case may affect the Account as well. d. The Contractor shall process and provide role based authorized users the capability to review and/or close Cases. e. In order to correct data errors, the Contractor shall create and manage a workflow where authorized users have the ability to select and view image(s) associated with a transaction and change the license plate information on the Account.

REQ. No.	Requirement Description
386.	Case Assignment
	a. The Contractor shall manage Case workflow, where authorized users shall have the ability to move or reassign open Cases to the appropriate Case type queue, or user queue, such that authorized users may access their assigned queue, review and take action on each Case.
	b. The Contractor shall ensure at no time is an active Case orphaned by having no queue assignment or user assignment, or where there is no system users assigned to that queue.
	c. Contractor shall create a workflow that supports Case assignment rule by type or subject. For example, Cases related to payment issues are assigned to the finance group.
	d. The Contractor shall create a workflow that supports the merging of Cases when two (2) or more Cases cover the same customer need.
	e. The Contractor shall have authorized users available to support the following (but not limited to) Case transitions and movement: i. Link and track an unlimited number of Cases to a single Account. ii. Link and unlink Cases to Accounts regardless of Case status. iii. Associate a Case to one (1) or multiple Accounts. iv. View Cases based on required follow-up action. v. Track, record and review follow-up activity. vi. Manually change the status of a Case based on progress made in servicing the Case. vii. Edit data within a Case, configurable by Case type.
387.	Reporting - The Contractor shall provide tracking and reporting of historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to: a. Creation; b. Closure; c. Reopening; d. Hand-off (from department or individual); e. Placed on hold (establish a "work again date"); f. Awaiting customer action; and g. Customer satisfaction.
388.	The Contractor shall support customer satisfaction processes. For example, after the customer has interacted with an Agent about the Case, a "how did we do" email is sent to the customer, with a survey link for customer feedback.
389.	The Contractor shall report on closure timelines, Agent productivity, trends, etc., as defined during design.
390.	Escalation and Performance a. The Contractor shall ensure Cases are managed in accordance with specified performance goals and shall report and mitigate conditions to ensure efficient Case Management. These include but are not limited to conditions that include:

REQ. No.	Requirement Description
	i. Thresholds based on defined rules that initiate events when exceeded. ii. Cases defined as representing repeated complaints. iii. Activities that require authorization from the agencies.
	b. The Contractor shall create and manage a process to provide notification to appropriate operations and NCTA staff when Case Management and/or performance goal issues exist.
	c. The Contractor shall create and manage an escalation workflow to expedite customer requests to a more skilled Agent or supervisor when an Agent is not able to handle a request efficiently.
	d. The Contractor shall create and manage an escalation workflow to expedite customer requests to a more skilled Agent or supervisor when a Case is unresolved beyond "X" days from Case creation.
	e. The Contractor shall create and manage a workflow processed based on a defined sets of activities or procedures to handle specified Case types.
391.	Enhancements
	a. The Contractor shall have an authorized user review, provide recommendation, and create new types of Cases and associated configurable workflows.
	b. When changes in workflow are made, the Contractor shall work with the technical team to implement changes and shall train operations staff appropriately. At a minimum, the following conditions should be considered when workflow adjustments are made: i. provide the ability to individually select, or ii. select in bulk, whether current workflow transactions should follow the previous version of the workflow, or iii. the new version of the workflow.
	c. The Contractor shall work with the technology team so that the Case Management workflow aligns with the ability to leverage automation, knowledge base, AI and other forms of analytics to help resolve cases more consistently and expeditiously.
	d. The Contractor shall work collaboratively with the technology team to implement and integrate approved recommendations for additional use of automaton, knowledge base, AI tools and other forms analytics to enhance the customer experience and Agent accuracy and handle time.

4.2.4. Quality Management

The Contractor shall design, implement, and maintain a comprehensive "Quality Management Program" to ensure consistent, accurate, compliant, and customer-focused service delivery across all customer contact channels.

The Quality Management Program shall apply to all service channels, including contact center voice, IVR/IVA, email, chat, WICs, and NCQP CSCs for both live Agent and automated customer interactions.

REQ. No.	Requirement Description
392.	The Contractor shall maintain sufficient quality management staff to meet the obligations of the Quality Management Program.
393.	The Contractor shall monitor and evaluate a representative sample of customer interactions across all channels, including: a. Inbound and outbound live Agent calls b. Virtual agent interactions c. Live chat and chatbot interactions d. Walk-in service transactions e. Case Management f. All written customer correspondence (inbound and outbound). <u>Note 1:</u> Sampling methodology shall ensure statistically valid coverage and equitable review across Agents and channels. <u>Note 2:</u> The Contractor shall provide a process for customer survey rating that measures the Agent's ability to resolve and respond to the customer inquiry. A sample size determined by NCTA across each channel should be included in the sample set for rating.
394.	The Contractor shall conduct monthly calibration sessions between QA staff and NCTA representatives. Calibration outcomes shall be fully documented to ensure scoring consistency across evaluators.
395.	The Contractor shall provide structured coaching sessions for Agents based on QA findings.

4.2.5. Quality Control Correspondence

The Contractor is responsible for establishing, implementing, and maintaining a comprehensive "Quality Control (QC) Program" governing all outbound customer correspondence issued on behalf of NCTA.

Outbound correspondence includes, but is not limited to:

- Toll Invoices
- Account management notifications
- Account statements
- DMV registration hold notifications
- Credit card decline / expiration Notices

The QC Program shall ensure all outbound communications are accurate, compliant, timely, and aligned with NCTA business rules. The QC Program shall include all printed, email and SMS text correspondence.

REQ. No.	Requirement Description
396.	The Contractor shall establish, implement, and maintain a comprehensive "Quality Control (QC) Program" governing all outbound customer correspondence issued on behalf of NCTA.

REQ. No.	Requirement Description
397.	Contractor shall evaluate, at a minimum, the following items pertaining to QC correspondence: a. Data accuracy b. Legal language accuracy c. Proper tolls and fee calculations d. Image clarity and correctness e. Mailing timeframes are in compliance f. Correct insertion of dynamic data fields from the BOS g. Compliance with agency-approved templates

4.2.6. Financial Management

The Contractor is responsible for certain financial management functions associated with the NC Quick Pass Program. These responsibilities include supporting NCTA's Finance and Toll Revenue departments.

REQ. No.	Requirement Description
398.	During the term of the Contract, the Contractor shall perform and participate in the following: • Completing financial reconciliations including end-of-shift cash-outs at the WICs; • Safeguarding and depositing of WIC revenues; • Researching and correcting customer payment and lockbox exceptions; • Assisting NCTA Finance with bank statement reconcilements; • Handling credit card chargebacks and customer check returns (NSF); • Supporting and coordinating all internal and external audit engagements; • Preparing monthly toll Interoperability settlements with reciprocal toll agencies and toll hubs; • Researching and resolving discrepancies with reciprocal toll agencies and toll hubs; • Preparing and tracking customer refunds; • Performing periodic Transponder inventories maintained at the WICs; • Preparing and quality reviewing all financial reporting submitted by the Contractor to NCTA; • Purchasing approved pass-through Contractor and NCTA supplies and materials for NC Quick Pass Program use; • Documenting and submitting allowable pass-through costs for reimbursement from NCTA; • Developing budgets and forecasts for Contractor operations and pass-through costs; and • Invoicing NCTA for Contractor activities on a monthly basis.

REQ. No.	Requirement Description
399.	The Contractor shall respond to requests and inquiries from NCTA management, NCTA representatives, and NCTA's Finance and Toll Revenue departments that arise during the normal course of business

4.2.6.1. General Financial Requirements

The Contractor is responsible for providing comprehensive financial management and reporting Services related to CSCO in order to ensure accurate and timely reporting of all Account activities. The Contractor will also serve as the primary source of all CSCO-related financial information related to Contractor activities.

REQ. No.	Requirement Description
400.	The Contractor shall select and appoint a Required Personnel ("Business Manager") who shall be the single point of contact for NCTA for all financial matters contained in this RFP, the Contract, and any Amendments thereto.
401.	The Contractor shall use NCTA provided banking services.
402.	The Contractor shall provide financial Services support in compliance with Generally Accepted Accounting Principles (GAAP), North Carolina State laws, NC Quick Pass Business Policies, and as directed by NCTA.
403.	The Contractor shall coordinate with NCTA to design and implement comprehensive daily, weekly, bi-weekly, monthly, annual, and on-demand financial and other Contractor activity reporting packages.
404.	The Contractor shall utilize the BOS to provide financial services support that includes, but not limited to: a. Reconciliation of Interoperable partner transactions for settlement such as reciprocal toll agencies and hubs as detailed in Part III, Section 4.2.6.9. Reciprocity & Interoperability Reconciliation; b. Payment acceptance via the WICs, lockbox service, web/online, phone, chat, SMS, or via the USPS mail; c. Payment application from all accepted methods (e.g. cash, check, credit cards, debit cards, Automated Clearing House (ACH)/e-check, Apple Pay, Android Pay, Google Pay, etc.); d. Exception and non-automated payment handling for posting to customer Accounts; e. Review and application of adjustments (e.g. chargebacks, reversals, error corrections, etc.); f. Refund coordination, including receiving requests from customers, initiation of refunds, maintaining backup, tracking, and follow-up; g. Reconciliation and reporting of financial data related to toll transactions, fees, and fines processed by the Contractor;

REQ. No.	Requirement Description
	h. Managing cash/credit payment receipts for items purchased by the Contractor; i. Application of split payments, overpayments, partial payments, and multiple payments; j. Unidentified payment process, resolution, reconciliation, and reporting of payments that do not have sufficient information to associate the transaction with a specific customer account (e.g.: lockbox payments decision module); and k. WIC Transponder management including tracking Transponder sales and returns as well as maintaining accurate recordkeeping of WIC Transponder inventory.
405.	The Contractor shall provide NCTA staff and NCTA representatives with access to all accounting and other records and internal reports (including risk assessments, analytical reviews, transaction and accounting reviews, cost/benefit analyses, and internal and external audit results) related to the Contractor's NC Quick Pass Program activities.
406.	The Contractor shall coordinate with NCTA and the BOS contractor to devise appropriate methods of tracking financial and reporting issues, variances, discrepancies, or required enhancements.
407.	The Contractor shall document and report to NCTA immediately upon discovery of any and all identified variances or discrepancies, including at a minimum the following information: a. Cause of variance/discrepancy (e.g. system or CSC-related); b. Amount of variance/discrepancy; c. Period impacted / transaction date(s); d. Customer-facing exposure; e. Containment status; f. Recommended resolution plan; and g. Date of resolution.
408.	The Contractor shall follow NCTA daily, monthly and year-end closing schedules for recording financial activity and producing reconciliations and reporting in accordance with the Contract and the Approved SOPs.
409.	The Contractor shall implement any NCTA-Approved changes related to accounting policies, procedures, and reporting within ten (10) Business Days of the Approval.
410.	The Contractor shall conduct on-going accounting reviews to ensure the accuracy of BOS and/or Contractor processed transactions.
411.	The Contractor shall confirm on a monthly basis the BOS is processing financial transactions within the correct financial period.
412.	The Contractor shall initiate all customer refunds processed by the Contractor in compliance with Approved SOPs. Refunds will be conducted by the NCTA Finance department and the Contractor shall coordinate with NCTA Finance on any customer rebate issues.

REQ. No.	Requirement Description
413.	The Contractor shall prepare CSC operational budgets and forecasts, as requested by NCTA, related to activities conducted by the Contractor and/or Contractor-provided systems and features.

4.2.6.2. *Electronic Payment Processing*

Customers may make payments and fund accounts electronically through methods including but not limited to credit cards, debit cards, Google Pay, Apple Pay, and ACH. The Contractor is responsible for managing customer payments, including corrections, adjustments, and assisting with refunds, through these electronic payment methods.

REQ. No.	Requirement Description
414.	The Contractor shall manage payment processing made by customers using accepted debit and credit cards and ACH in accordance with NCQP Business Policies and SOPs.
415.	The Contractor shall comply with security, privacy and PCI standards as described elsewhere in this RFP.
416.	The Contractor shall comply with NACHA Operating Rules and NCDOT ACH processing Requirements. Any fines resulting from Contractor's failure to comply with ACH rules are the Contractor's responsibility.
417.	The Contractor shall use the BOS-supplied credit and debit card readers at the WICs.
418.	The Contractor shall work with NCDOT Finance, as well as the BOS contractor, to resolve any processing and/or reconciliation issues with electronic payments.
419.	The Contractor shall provide a timely response to charge back dispute notifications within requested response date indicated on the notification and shall reverse payments from customer accounts in accordance with the SOPs.
420.	The Contractor shall monitor electronic payment failure alerts and immediately notify NCTA and the BOS contractor, if applicable, of processing issues.
421.	The Contractor shall review for, and report to NCTA, any credit, debit, ACH, or other electronic payment transactions and/or trends indicative of fraudulent activity such as abnormally large payments, multiple and frequent payments for a given account or accounts, and requests for large refunds. This review shall be conducted at a minimum on a monthly basis. The methods in which to retrieve the data for the review (i.e.: through queries or through reports) will be discussed during the Project Planning Phase.
422.	The Contractor shall reconcile and report on all payment processing activities.

4.2.6.3. *Cash and Check Processing*

NCTA will provide a lockbox service to process customer check payments by USPS which will interface with the BOS. In instances when the lockbox processor cannot apply a payment, the lockbox processor will send payment exceptions to the Contractor for processing. The Contractor is responsible for logging items received and researching lockbox exceptions to find the proper customer to apply the payment. The Contractor may also receive physical checks and cash directly at the WICs or via mis-directed mail and is

responsible for processing these payments and applying credit to the proper customer Accounts. The Contractor shall meet the following Requirements in support of cash and check payment processing.

REQ. No.	Requirement Description
423.	The Contractor shall manage and process cash, money orders, and check payments presented by the customer in accordance with NCQP Business Policies, SOPs and Performance Requirements.
424.	The Contractor shall be responsible for scanning front and back of all payment-related documents (e.g.: checks, money orders, correspondence) received using BOS contractor-provided scanning equipment and associate the document image(s) with the correct Registered Account or Toll Invoice Account.
425.	The Contractor shall utilize BOS or bank-provided receipt printers to restrictively endorse all customer checks processed by the Contractor.
426.	The Contractor may process checks and money orders received to NCTA's designated bank electronically according to the Check 21 Act rules and Requirements utilizing a remote deposit process.
427.	Whenever a currency bill of \$50 or larger is presented, prior to processing the payment or replenishment the Contractor shall test the currency utilizing the existing Cassida Instacheck Counterfeit Detectors.
428.	The Contractor shall implement anti-money laundering procedures that allow for the identification of potential money laundering activities (e.g. customer information sheets, customer communications pertaining to account status, etc.) conducted through Registered Accounts.
429.	The Contractor shall properly safeguard all cash and checks and maintain records of the chain of custody.
430.	The Contractor shall contract with an NCTA Approved armored car service to transfer fund deposits from the WICs and the mail-processing center to NCTA's bank.
431.	NCDOT Finance will provide deposit slips. The Contractor shall provide all other deposit supplies (e.g. deposit bags and slips, etc.). Deposit supplies shall meet Requirements of NCTA's banking services provider.
432.	The Contractor shall log and process payment exceptions forwarded by the lockbox provider in accordance with the SOPs. In all cases, the Contractor shall maintain accurate records of the application of each payment received and how and where they were applied.
433.	The Contractor shall ensure accuracy of fund deposits sent to NCTA designated bank or financial institution. The Contractor shall be responsible for all funds until the bank has verified the deposit.
434.	The Contractor shall scan all hard copies of deposits filed for audits from the WICs.

4.2.6.4. Finance Reconciliation

The Contractor is responsible for assisting NCTA Finance and NCTA Toll Revenue with performing financial reconciliations and for providing NCTA with reconciliation support.

REQ. No.	Requirement Description
435.	The Contractor shall perform and maintain transactional reconciliations between the BOS accounting activity reports and CSC receipt activity. Daily reconciliations due by twelve (12) noon of the following Business Day, include but are not limited to: a. Comparison of customer prepaid Account balances to activity reports and General Ledger (GL) postings; b. WIC Transponder issuance and return activity compared to inventory reports and GL postings; c. Agent expected cash/equivalents compared to actual cash/equivalents, per shift closeout; and d. Comparison of receipts to bank deposit reports and GL postings.
436.	The Contractor shall perform a daily proof that processed payments, credits, and fees reconcile to BOS reports and deposit information.
437.	The Contractor shall work with NCTA/NCDOT and the BOS contractor to investigate and resolve any transactions that do not post correctly to a customer Account or NCTA financial institution.
438.	The Contractor shall coordinate with, and support NCTA and NCDOT Finance and Toll Revenue departments to investigate reconciliation discrepancies.

4.2.6.5. Financial Activities Reporting

The Contractor is responsible for providing NCTA with reports on the Contractor operations including accurate and complete financial activity, operational statistics, and performance results.

REQ. No.	Requirement Description
439.	The Contractor shall utilize BOS reports and any supplemental Contractor-devised reporting required in order to support financial operations, statistical reporting, and performance reporting as requested by NCTA.
440.	The Contractor shall review all end of day closing reports for accuracy and quality and shall communicate any errors or deficiencies in BOS reports to NCTA and the BOS contractor within one (1) Business Day upon identification of an issue.
441.	Throughout the term of the Contract, the Contractor shall be required to develop and generate for NCTA various ad-hoc reports that supplement BOS reporting.

4.2.6.6. Audit Reporting Requirements

The Contractor is responsible for supporting NCTA internal and external audits of Contractor activities related to the NC Quick Pass Program operations.

REQ. No.	Requirement Description
442.	The Contractor shall coordinate with and provide support for NCTA and NCDOT internal audit staff and external auditors to meet all audit Requirements.
443.	The Contractor shall work collaboratively during all audit engagements throughout the life of the contract, as defined and established by NCTA, and shall provide all financial, transaction and inventory records and reports to support auditing.

REQ. No.	Requirement Description
444.	The Contractor shall participate in the management of NCTA's internal controls for finance management and will participate in the development and management of these control procedures.
445.	The Contractor shall grant full access to its records, staff, data, systems, and other information to NCTA's internal audit staff and external auditors, as Approved by NCTA.
446.	The Contractor shall remedy any qualified opinions, exceptions, or other negative findings, comments, or areas of improvement identified by any internal or external audit.

4.2.6.7. Contractor Pass-Through Expenses

During the Contract Term, the Contractor will order supplies and materials required for the operation of the NCQP CSCs and WICs. The Contractor is responsible for determining the needs of the operation, maintaining inventory of supplies, and preparing a supply/material requisition for NCTA Approval. Additionally, the Contractor may be called upon by NCTA to order items for authorized NCTA staff. In all cases, the Contractor is required to obtain documented NCTA Approval before incurring expenses.

The Contractor shall invoice NCTA for Approved pass-through items on a monthly basis, as further outlined in **Part V, Terms and Conditions**. The Contractor shall not apply any Contractor markup to approved pass-through items. A list of potential pass-through expense items has been provided as **Attachment H: Typical Pass-Through Items**.

In the normal course of the Contract, the Contractor will invoice NCTA for Contractor Services, systems, staffing, and other items per the Contract. In addition, NCTA may call upon the Contractor for Change Orders to amend current work and/or for Extra Work, per the Contract. The Contractor is to invoice NCTA within ninety (90) Calendar Days and provide detailed support for each item billed to NCTA.

REQ. No.	Requirement Description
447.	The Contractor shall procure materials, supplies, services, utilities, and maintenance necessary to provide the Services required in this RFP.
448.	The Contractor shall document all expected costs in the Bill of Materials (BOM), defined by three (3) categories: a. Contracts that require the Contractor to assume b. Contractor option to assume current vendor or select new vendor (<i>at the Contractor's discretion</i>) c. Contractor to select new vendor
449.	The Contractor can decide to continue contractual services with the current NCTA vendor or select their own vendor. The Contractor must receive Approval from NCTA for any new vendor selected.
450.	All costs must be pre-Approved by NCTA in order for the Contractor to be reimbursed by NCTA. NCTA will only reimburse the Contractor for expenses that were pre-Approved prior to purchase and supported by detailed documentation.

REQ. No.	Requirement Description
451.	The Contractor is responsible for purchasing these services and materials and will seek reimbursement from NCTA as a pass-through cost with no mark-up.
452.	The Contractor shall be responsible for providing Contractor's equipment, transportation, and other services for their own internal and Contractor staff use and shall not be submitted for pass-through reimbursement, examples include but are not limited to: a. Contractor required computers and software; b. Day to day Contractor transportation, other than what is required for requested NC Quick Pass events; and c. Any reimbursable travel costs incurred above allowable per diem.
453.	The Contactor shall administer the pass-through process, which shall include but not be limited to: a. Recommending purchases and reorders with estimates; b. Seeking and obtaining NCTA Approval, prior to purchase; c. Purchasing and payment of vendors; d. Managing receipt and returns of materials; e. Storage and inventorying of all materials; f. Review and validation of invoices and bills for all purchases, utilities, and other services provided; g. Record-keeping; and h. Providing detailed receipts and other documentation to NCTA for reimbursement on a monthly basis.
454.	The Contractor shall develop a physical inventory reconciliation report quarterly, for NCTA's review and Approval.
455.	The Contractor shall be responsible for keeping the physical inventory reconciliation report up to date after material changes or as directed by NCTA. Unless directed otherwise by NCTA, the Contractor shall submit the updated physical inventory reconciliation report quarterly for NCTA's review and Approval.
456.	The Contractor shall ensure the physical inventory reconciliation report includes, but is not limited to: a. Contractor's approach to inventory reconciliation for each NC Quick Pass facility b. Procedures performed to reconcile inventory, including but not limited to: i. Office equipment ii. Transponders iii. Headsets iv. Phones v. Computers and workstations vi. Other items procured by the Contractor as a pass-through to NCTA c. Inventory findings at each facility by inventory item d. Reconciliation comments, and recommendations
457.	The Contractor shall be required to reconcile each item procured by the Contractor as a pass-through to NCTA based on a schedule Approved by NCTA, and produce a reconciliation report quarterly for NCTA's review and Approval.

4.2.6.8. Contractor Invoicing to NCTA

In the normal course of the Contract, the Contractor will invoice NCTA for Contractor Services, systems, staffing, and other items per the Contract. In addition, NCTA may call upon the Contractor for Change Orders to amend current work and/or for Extra Work, per the Contract. The Contractor is to invoice NCTA as outlined in **Part V, Terms and Conditions** and provide detailed support for each item billed to NCTA. The specifics of the invoice format and required back-up/supporting materials will be determined during the Design & Development Phase of the Contract.

REQ. No.	Requirement Description
458.	General Invoicing Requirements -
	a. The Contractor shall invoice NCTA for only pre-Approved items and in compliance with the Contract and Amendments thereto.
	b. The Contractor shall invoice NCTA only once per month.
	c. The Contractor shall invoice NCTA by the 10th Business Day of each month. The Contractor shall notify and seek Approval from NCTA if additional time is required to generate complete and accurate invoices to NCTA.
	d. All invoices presented by the Contractor to NCTA for payment shall be quality reviewed and signed by the Business Manager authenticating the accuracy of the invoice prior to submitting to NCTA.
	e. The Contractor shall provide appropriate back-up and documented support for each item invoiced to NCTA; the level of back-up/support detail shall be at the discretion of NCTA.
	f. The Contractor shall receive documented approval from NCTA for all items for which the Contractor seeks payment from NCTA prior to incurring the expense.
	g. The Contractor shall allow for a 30-day NCTA payment period once a complete Contractor invoice has been submitted to NCTA.
459.	Ongoing Operation Invoicing Requirements - The Contractor is to provide a detailed operations invoice for each month where the Contractor is invoicing NCTA. Appropriate back-up, schedules, reports and other supporting documentation must accompany the ongoing operations invoice.
	a. The form and format of the ongoing operations invoice shall be jointly developed by the Contractor and NCTA and shall be subject to NCTA-Approved revisions throughout the term of the Contract.
	b. Special task work provided on an hourly basis will require additional support (ie: timesheets).
	c. The Contractor shall not invoice NCTA for any Required Personnel position that has been vacant in excess of fourteen (14) consecutive Calendar Days. Vacant shall mean that the position has not been filled with an NCTA-Approved replacement. The amount of invoice reduction as a result of the Required Personnel vacancy shall be calculated as the current actual fully burdened billing rate of the departed Required Personnel position multiplied by the number of work hours vacant.

REQ. No.	Requirement Description
	d. The Contractor shall revise any on-going operations invoice returned by NCTA during the NCTA Approval process. The resubmission of the invoice may restart the payment cycle, at NCTA's discretion.
	e. The Contractor's ongoing operations invoice shall detail the calculations for any Invoice Adjustments required by the Contract in relation to Contractor performance, as stipulated in the KPI Requirements.
	Contractor Pass-Through Invoice-Reimbursement- The Contractor is to provide a detailed pass-through invoice for each month where the Contractor is invoicing NCTA. Appropriate back-up, payment receipts, reports and other supporting documentation must accompany the ongoing pass-through invoice.
460.	a. The form and format of the pass-through invoice shall be jointly developed by the Contractor and NCTA and shall be subject to NCTA-Approved revisions throughout the term of the Contract
	b. The Contractor shall invoice NCTA for pass-through expenses separately from the ongoing operations invoice.
	c. The Contractor shall receive NCTA authorization, prior to incurring the expense, for any expense which the Contractor expects to receive reimbursed from NCTA.
	d. The Contractor shall not submit pass-through expense reimbursement for any expense that occurred after period end. For example, the November pass-through invoice shall not contain any expense incurred after 11/30/xx.
	e. The Contractor shall maintain a running master record of all expenses paid each month, by vendor, for the duration of the Contract.
461.	Validation of Direct Bill- Invoices: In the cases where NCTA is contracted directly with a vendor that supplies services to support operations, the Contractor shall review the associated vendor invoices to ensure accuracy of the charges and providing approval of the invoice for NCTA's direct payment.

4.2.6.9. Reciprocity & Interoperability Reconciliation

The NC Quick Pass Program is Interoperable with other toll agencies and facilities such that NC Quick Pass customers may travel on away facilities (a non-NCTA roadway) using their NC Quick Pass Transponder or license plate listed on the Account. Likewise, customers of away toll agencies may travel on NCTA facilities using their home (non-NCTA Quick Pass) Transponder or Account-registered license plate. The Contractor is responsible for supporting NC Quick Pass Interoperability by supporting customer inquiries regarding interoperable travel as well as performing weekly and monthly reconciliations and settlements between NCTA and all other toll agencies.

Additionally, NCTA has made available to its NC Quick Pass customers the ability to travel on toll roads nationwide using their NC Quick Pass Transponder or license plate listed on their Account. This national Interoperability is made possible by the creation of regional hubs that exchange and process toll transactions and other important files. The BOS and BOS contractor provide all support for file exchanges, and the BOS will provide system reports on interoperable activity.

The Contractor will be responsible for generating, receiving, reviewing, and reconciling reciprocal inter-agency and inter-hub (collectively, “NIOP” entities) reports as well as identifying and assisting in the clearing of any discrepancies identified. Once discrepancies are resolved, the Contractor is responsible for preparing the financial settlements between NC Quick Pass and its Interoperable partners. Currently, those settlements are prepared on an agency-to-agency basis; however, with the implementation of the regional hubs, settlements will be with each hub’s custodian.

REQ. No.	Requirement Description
462.	The Contractor, in coordination with NCTA and the BOS contractor, shall support home and away NIOP transactional and financial activities and related interoperability programs in accordance with the Contract, NCQP Business Policies, Approved SOPs, NCTA Interoperability agreements, and as directed by NCTA.
463.	The Contractor shall periodically conduct Contractor staff training to support NIOP activities and customer inquiries as NIOP programs further evolve.
464.	The Contractor shall coordinate with NCTA, the BOS contractor, the Inter-Agency Group, and NIOP entities, as required, to perform periodic (weekly or monthly, depending on the NIOP entity) reconciliation and financial settlements in accordance with the Approved SOPs and the governing reciprocity agreements and operating documents.
465.	The Contractor shall prepare the final interoperable settlements (e.g.: Due to / Due From) and shall report to NCTA Finance the settlement amounts for NCTA review and payment to each NIOP entity, as well as for the recording and tracking payments from NIOP entities to NCTA.
466.	The Contractor shall coordinate with NCTA, the BOS contractor, and the NIOP entities to resolve customer or processing issues and to resolve customer disputes, which may require direct contact with away agencies.

4.3. Operations Implementation

The Contractor shall be responsible for planning and executing all activities required to prepare for and transition customer service operations in accordance with NC Quick Pass Program Requirements. Preparation activities shall focus on establishing operational readiness, governance, and controls, while transition activities shall ensure the orderly transfer of services from the existing operations contractor with no disruption to customers.

The following sections define the Contractor’s responsibilities for preparation and transition, followed by operational Go-Live and continuous improvement, and establish clear expectations for accountability, performance, and compliance with NCTA standards and objectives. The Contractor should also reference the sections related to staffing and management.

This scope of Work extends from NTP1 through Go-Live, and includes all Work required to develop operational policies and establish customer service operations to prepare for transition and cutover, as defined in the sections below.

Upon NCTA's issuance of NTP₂, the Contractor shall conform to applicable activities as defined in Part III, Section 4.3.2 Transition Activities, Section 4.3.3.2 Operational Acceptance, and Section 4.3.4 O&M and Continuous Improvement.

4.3.1. Operational Readiness

Operational readiness review will exercise and demonstrate that the Contractor is ready to Go-Live and has the capability to transition to ongoing operations. The readiness review will demonstrate that all scheduled systems and services are ready for normal operations. This activity will validate readiness for daily operational activity and ensure that all KPIs are able to be tracked, monitored, reported and managed within the guidelines of the set Requirements.

REQ. No.	Requirement Description
467.	Prior to transitioning to ongoing operations, the Contractor shall coordinate an operational readiness exercise that satisfactorily demonstrates to NCTA that the Contractor is ready to transition to ongoing operations.
468.	The Contractor shall receive NCTA Approval of all preparation and transition plan tasks, confirming that they are complete or that they are adequately tracking towards the agreed transition scheduled date for Go-Live.
469.	The Contractor shall demonstrate all major CSCO Services and functions for NCTA evaluation including QA processes and validations.
470.	The Contractor shall ensure that all elements related to the turnover of services and operations from the existing operations contractor is documented and completed with minimal disruption to NCTA's ongoing CSCO in order for services to be rendered in full after transition. This includes but is not limited to staffing, training, Subcontractor engagement (e.g. armored car services, etc.), SOPs and document deliverables, QMP, reporting, etc.
471.	The Contractor shall provide documentation of observed issues that do not meet Requirements or that affect the intended defined process or procedures.
472.	The Contractor shall create a punch list of defects and errors that are found during operational readiness review.
473.	All issues documented in the punch list shall be prioritized and scheduled for remediation.
474.	The Contractor shall not move forward to operations transition until punch list items are resolved or until NCTA provides Approval of agreed to dates for remediation of outstanding items.
475.	The Contractor shall be required to meet the obligations that are required for transition and operations Go-Live.
476.	The operational readiness review cannot begin until the following items are completed and Approved by NCTA. a. Completion of staff recruitment, hiring and operational training as defined in the Staffing Plan; b. Training of the BOS systems and any supporting tools;

REQ. No.	Requirement Description
	c. Complete review and update as needed of existing SOPs and Approval of any new SOPs created by the Contractor, training documentation, form letters, operational forms, and other operational documentation as required by NCTA; d. Obtaining Approval on the Contractor's Transition Plan; e. Contractor-developed checklist of all transition milestones, and/or transition Requirements, as Approved by NCTA; f. The Contractor shall coordinate with NCTA and the existing operations contractor to identify pre-transfer of operations activities required to transition operations in an orderly manner minimizing impacts to operations; and g. The Contractor shall coordinate with the BOS contractor to track the progress of the BOS integration, and report on the Contractor's ability to support Go-Live and transition of operations.
477.	The Contractor shall receive Approval from NCTA on the Operational Acceptance Test (OAT) and procedures, which will be used for the monitoring period that begins at Go-Live.

4.3.2. Transition Activities

Preparing for customer service operations from the existing operations contractor will require disciplined planning, coordination, and risk management to ensure continuity of service. A defined transition includes timelines and milestones, structured knowledge transfer, validation of existing processes, knowledge of Interoperable tolling systems, and readiness of staffing, training, and customer communications.

The Contractor shall ensure that effective change management supports both internal stakeholders and customers throughout the transition, while clear Contractor accountability and governance ensure performance expectations are met. This structured approach minimizes disruption, protects revenue integrity, maintains regulatory compliance, and enables the adoption of improved operational practices, enhanced customer experience standards, and cost-effective service delivery aligned with the program's objectives.

REQ. No.	Requirement Description
478.	Operations Transition Plan -The Contractor shall prepare and submit a comprehensive Operations Transition Plan for NCTA's review and Approval. Refer to Part III, Section 3.4.8 for detailed Requirements pertaining to the Operations Transition Plan.
479.	The Contractor shall ensure their Operations Transition Plan describes, in detail, all activities that are required to be performed in order to ensure a seamless transition to operations Go-Live and shall include the assignment of the resource lead responsible for each activity. The Operations Transition Plan shall include all Contractor activities from NTP1 through operations Go-Live completion.
480.	The Contractor shall coordinate with the BOS contractor and NCTA to identify and agree to a date for formal transition of operations.
481.	The Contractor shall be required to develop, maintain and update a cut-over checklist and schedule detailing all activities and items, down to the hour or transition, that need to take place to successfully transition operations.

REQ. No.	Requirement Description
482.	The Contractor shall designate a transition team, which shall be responsible for coordinating with NCTA, the BOS contractor and existing operations contractor as well as to identify and monitor all transition team assignments for reporting on transition team progress to ensure an efficient transfer of Services and to ensure the transition is being carried out in accordance with the NCTA-Approved Operations Transition Plan.
483.	The Contractor shall coordinate with NCTA and the existing operations contractor to complete pre-transfer of operations activities and mobilization and program establishment, including: a. Facility move-in; b. Finalizing the SOPs, including familiarization with operations and BOS functionality; c. Developing a knowledge management system; d. Coordination with existing operations contractor to transition applicable current staff to Contractor; e. Recruitment, screening and staffing; f. Training; g. Coordinating with existing operations contractor to transition work in progress; h. Go-Live including risk identification and mitigation; and i. Managing the post Go-Live backlog while handling day-to-day operations.
484.	The Contractor shall work with NCTA and the existing operations contractor to determine the activities required to transition operations in an orderly manner while minimizing disruption to the NC Quick Pass Program and facility management.
485.	The Contractor shall appoint a resource to manage transition of operations to provide a single point of contact for the existing operations contractor and NCTA.
486.	The Contractor shall be responsible for: a. Providing appropriate staff time for meetings and other coordination activities with the existing operations contractor and NCTA for the orderly transfer of operations; b. Managing the development of a schedule containing all necessary transition items based on mutually agreeable dates between NCTA, the Contractor and the existing operations contractor; c. Developing an issue tracking log for the transition of operations; d. Perform a physical inventory of all NCTA assets, immediately prior to transfer; e. Working with NCTA to manage any issues which come up during transition of operations; and f. Providing weekly updates on the progress of the transition.
487.	The Contractor shall support integration with future BOS vendors to understand the progress of any implementation, and report to NCTA on their readiness to support Go-Live and transition of operations.
488.	The Contractor shall satisfactorily demonstrate Contractor's operational readiness for NCTA's review and Approval before commencement of transition activities

REQ. No.	Requirement Description
489.	The Contractor shall request and must receive Approval from NCTA with a “Go” decision to finish the transition and progress to operations Go-Live.

4.3.3. Go-Live

The operations Go-Live activity represents the transition from implementation to full-scale customer service delivery and is structured to ensure operational readiness, system knowledgeability, and consistent service execution. This includes the management of staff and daily operations.

Once the services are transitioned and are “Live” under the Contractor’s management and operations, the program will be under a period of performance evaluation to be accepted as complete.

4.3.3.1. Day-One Operations

Day one of operations will focus on monitoring and managing account services, handling customer inquiries and issues in real time. It should act as a dry run of the OOP, in order for OOP period to begin and end without delay. Critical activities include staff readiness, incident response coordination, seamless interaction across NCTA stakeholders and reporting. The “day-one” checklist shall be created in a joint effort between the Contractor and NCTA and will be a subset of the OOP checklist.

REQ. No.	Requirement Description
490.	PCI compliance validation and audit: Contractor shall ensure and confirm that all processes, services and staff, are correctly aligned and managing PCI related tasks per the required PCI-DSS Level 1 merchant standard on the first day of operations and managed accordingly through OOP.
491.	KPI reporting: Contractor shall ensure that processes and Services are aligned correctly for KPI reporting. KPI tracking will begin the first day of operations and managed accordingly through OOP with any issues being reported for review and remediation.
492.	Contact center operations tasks: Contractor shall ensure that all daily contact center operations tasks and services are managed on the first day of operations and managed accordingly through OOP.
493.	WIC operations and financial reconciliation: Contractor shall ensure and confirm that all processes, services and staff are properly managing the activities at the WICs. All reporting of WIC activities, including financial reconciliation, and daily cash management on a daily basis beginning the first day and managed accordingly through OOP.
494.	Critical reporting: Contractor shall ensure that all critical reporting, including revenue reports will be generated, reviewed, reconciled and shared with NCTA on a daily basis beginning the first day and managed accordingly through OOP.

4.3.3.2. Operational Acceptance

After the Go-Live transition is complete, as part of Operational Acceptance, the Contractor will coordinate and participate in an Operational Observation Period (OOP) for a minimum of ninety (90) Calendar Days. This activity emphasizes stabilization and proactive issue management post Go-Live. The Contractor shall prove that the delivered Services and operations are in compliance with Requirements and KPIs and will

submit an Operations Acceptance Report to NCTA. Key operational tasks will be managed and reported on to include performance monitoring against defined service levels, validating process compliance, resolving any service gaps, and capturing lessons learned.

REQ. No.	Requirement Description
495.	The Contractor will have completed all implementation and transition Requirements in order to move into operational acceptance for NTP ₁ and NTP ₂ .
496.	The Contractor will create and submit for Approval, an Operational Acceptance Test (OAT) Plan and Procedures which documents tasks that will be executed during the period. This document will need NCTA Approval prior to the start of operational acceptance and prior to Go-Live.
497.	The Contractor will follow their documented QMP to manage daily quality Requirements and reporting of operations activities.
498.	The Contractor is responsible for ensuring all operational Requirements are being met and shall monitor Services and operations for a minimum period of ninety (90) Calendar Days.
499.	During the OOP evaluation period, the Contractor shall schedule regular status meetings which will include NCTA representatives and stakeholders. The status meetings will review the status and completion of scheduled activities and a review of any issues that were reported during the evaluation period. These meetings will be scheduled in collaboration with NCTA.
500.	During this period, the Contractor will report on daily operational statistics using the agreed to plan to ensure that all operational and system Requirements, including KPIs and LDs, are being managed and met.
501.	During the OOP, the Contractor shall evaluate the systems and solutions, including any specifically delivered feature sets, against the agreed-upon performance Requirements and other Requirements.
502.	During the OOP, the Contractor shall provide documentation of observed issues that do not meet Requirements.
503.	The Contractor shall create a punch list of defects and errors that are found during OOP. All issues shall be prioritized and scheduled for remediation. The Contractor cannot request Operational Acceptance until punch list items are resolved and NCTA provides Approval.
504.	The ninety (90) Calendar Day period must be a continuous duration/cycle, where no Priority 1 and/or Priority 2 issues persist during the evaluation time frame. Should a Priority 1 or Priority 2 issue be reported, it must be resolved to NCTA's satisfaction, then ninety (90) Calendar Day cycle starts over. Refer to Table III-4: Priority Level Definitions-CSCO in Part III, Section 5.2.2.1 QA Manual & Automated Testing.
505.	Any issues reported that are not Priority 1 or Priority 2 must be documented and tracked in a punch list which includes an agreed to resolution timeframe that NCTA Approves.
506.	The Contractor has three (3) months from the start of OOP to receive Approval from NCTA. If the Contractor has not received OOP Approval, NCTA will begin assessing monthly KPIs and LDs as of month four (4) from the start of OOP.

REQ. No.	Requirement Description
507.	During this time, the Contractor will develop and share operational and project reports, simulating the go forward ongoing operations and support project reporting. This includes any daily, weekly or monthly required reporting.
508.	Once the ninety (90) Calendar Day cycle has been successfully completed, and the punch list items are Approved for planned correction and release, and the Operational Acceptance Report is completed, the Contractor can make a request to NCTA for Operational Acceptance.
509.	Operational Acceptance Deliverables and exit criteria: a. Priority 1 and Priority 2 punch list items are resolved; b. Monthly project reporting template(s) and process is Approved; c. Daily, weekly and monthly reporting and compliance reports cadence are in place; d. Finalized SOPs are submitted; and e. Invoicing process is in place and Approved f. Operational Acceptance Report is Approved
510.	During the OOP, the Contractor shall prepare and submit a Monthly Operations Report to NCTA. The intent of the report is to provide an update on operational activities for the reporting period, a status on action items, performance against key metrics, and show trends in key areas that shall enable NCTA and the Contractor to improve operations for NC Quick Pass customer support.
511.	The Contractor shall ensure their Monthly Operations Status Report provides a snapshot of various pieces of the operation to summarize and provide NCTA with an analysis of operational performance over the past month and year.
512.	For implementation approaches where the operator is providing operational services as well as functional solutions, the delivery will need to undergo Operational Acceptance. This requires that the specified solution is fully operational, and may include but not limited to the following: a. The solutions are fully operational in their installed setting at a location(s) approved by NCTA. b. All system interfaces with external systems are functioning as designed. c. The system meets the security, stability, availability, performance and functional requirements as defined within this RFP. d. All system data conforms to expected output, and data integrity is verified. e. Training/knowledge transfer to NCTA personnel has been completed. f. All specified solutions and subsystems, associated websites and applications, have successfully completed the OOP.
513.	In the case that the OOP takes longer than ninety (90) Calendar Days, the Contractor will continue to coordinate and support the process until complete. The final payment milestones relating to Operational Acceptance will not be paid until the process is completed by the Contractor and Approved by NCTA.
514.	Once the Services are successfully transitioned into production, the Contractor shall move into ongoing operations support. Invoicing will begin under the new Contract. This includes agreed to monthly service charges under the program.

4.3.4. O&M and Continuous Improvement

The Contractor shall plan for and manage ongoing operational maintenance, support, and oversight of the program, including staffing and daily customer service operations. The Contractor shall continue to monitor and report on all required KPIs while embedding continuous improvement into day-to-day operations to optimize efficiency, enhance the customer experience, and maintain cost-effectiveness. Continuous improvement activities shall include performance analysis, workflow optimization, and refinement of SOPs, governed through structured review and reporting to support revenue integrity, regulatory compliance, and the long-term objectives of the program. Additionally, Contractor shall collaborate with other NCTA integration partners to evaluate and recommend continuous technology advancements.

4.3.4.1. Training of Staff

The Contractor is required to provide comprehensive training throughout the Contract term in accordance with an Approved training plan for all functions covered under this Contract.

REQ. No.	Requirement Description
515.	The Contractor shall conduct training for all Contractor staff, NCTA staff and NCTA representatives as directed by NCTA, in accordance with the Approved training plan and Approved training materials.
516.	The Contractor shall be responsible for coordination with NCTA to develop a training schedule, and a list of Contractor staff and NCTA staff who shall require training on the operational processes carried out by the Contractor, whether performed manually, on the BOS, or on other applications. The schedule shall identify all dates and durations required for conducting all training.
517.	The Contractor shall provide ongoing training for all WIC staff. Training shall include customer service skills, policies and procedures, systems usage, privacy Requirements, safety, and de-escalation techniques.
518.	The Contractor shall ensure NCTA or their representatives are invited to attend any training sessions and to make recordings and copies of all training program materials for their use in training new employees.
519.	The Contractor shall perform all scheduling activities and shall make every attempt necessary to accommodate the maximum number of persons for each training session given scheduling conflicts. The Contractor shall provide sufficient notice to allow participants a reasonable lead time.
520.	The Contractor shall be responsible for providing: a. adequate facilities for staff training; b. all training materials and equipment (i.e. projectors, projector screens, video players, etc.); c. meals; d. accommodations; e. transportation; and f. supplies required for the training class.

REQ. No.	Requirement Description
521.	The Contractor shall manage and make available, adequate training systems to be accessed for all training classes throughout the term of the Contract.
522.	The Contractor shall revise the training program based on Table III-3: Project Documentation & Schedule , the Training Plan and training documentation and classroom materials, as necessary, throughout the Contract term based on feedback from NCTA, system changes, additional functionality, etc.
523.	The Contractor shall maintain comprehensive training records that identifies all training classes and records the required and completed training status for each employee or staff member.
524.	The Contractor shall coordinate with the BOS contractor to communicate any potential system improvements and/or issues encountered during training.
525.	The Contractor shall evaluate the training exercise, document lessons learned, update communication and training plans, and schedule retraining as necessary after each training session.
526.	Training Materials: Refer to the Training Materials & Manuals Section in Part III, Scope of Work & Requirements as well as Table III-3: Project Documentation & Schedule for detailed documentation Requirements and updates schedules, respectively.

4.3.4.2. SOP and Documentation Updates

The Contractor shall be required to keep current all Project Documentation and SOPs for the term of the Contract as defined in **Table III-3: Project Documentation & Schedule** and further described in Part III, Section 3 Project Documentation. All documents must be submitted to NCTA for review and Approval.

REQ. No.	Requirement Description
527.	Should there be a need for modifications, the Contractor shall utilize their change management processes to ensure staff, Subcontractors, and stakeholders are aligned and aware of the modification, and will coordinate with NCTA to prove Service performance and contractual obligations.

4.3.4.3. Monitoring Operations KPIs

The Contractor shall establish, implement, and maintain a formal KPI monitoring process to measure, track, and report performance against all contractually defined KPIs and performance objectives defined by NCTA (Refer to Part III, Section 7 Key Performance Indicators).

REQ. No.	Requirement Description
528.	Data Collection and Validation- The Contractor shall collect KPI data using automated tools and system logs wherever feasible. All KPI data shall be validated for accuracy, completeness, and consistency prior to reporting. Supporting source data shall be retained and made available to NCTA upon request.
529.	Continuous Monitoring- The Contractor shall continuously monitor KPI performance at the frequency defined for each KPI. Monitoring shall include the use of dashboards, alerts,

REQ. No.	Requirement Description
	or other proactive mechanisms designed to identify performance degradation or threshold breaches.
530.	Exception and Threshold Monitoring- The Contractor shall implement automated or manual alerts for KPI threshold violations. When a KPI falls below an agreed-upon performance level, the Contractor shall investigate the issue, determine root cause, and initiate corrective action after notifying and receiving Approval from NCTA. This information shall be included in the KPI report.
531.	Corrective Action and Continuous Improvement - - The Contractor shall manage and coordinate integration between their selected/provided issue tracking/ticketing system and NCTA's ServiceNow system to support issue reporting and resolution for the Project during the O&M portion. If a default priority is used, it should default to a medium priority. Priority response and resolution Requirements will reset at the time that the priority is adjusted, both higher and lower. - The Contractor shall develop and execute corrective action plans for any KPI not meeting required performance levels. Corrective actions shall include defined steps, responsible parties, and target resolution dates. The effectiveness of corrective actions shall be measured and reported to NCTA. - NCTA reserves the right to request adjustments to KPIs, measurement methods, or reporting formats as operational needs evolve.
532.	Audit and Access Rights- The Contractor shall provide NCTA with access to KPI dashboards, reports, and supporting data and include in their monthly compliance package. KPI monitoring processes and results shall be subject to audit by NCTA or its designated representatives.

4.3.4.4. Quality Assurance & Audits

The Contractor shall complete annual internal audits on plans that have been Approved by NCTA. These include at a minimum the following:

REQ. No.	Requirement Description
533.	The Contractor shall complete an annual audit of the following for compliance. All necessary updates will be submitted to NCTA for review/Approval based on document date of Approval. - Quality Assurance Plan - Staffing Plan - Training Plan - SOPs - Customer Service Operations Plan - Continuous Improvement Plan

4.3.4.5. Continuous Improvement Program

The Contractor shall implement a “Continuous Improvement Program” to maximize customer satisfaction and CSC operations productivity based on the Approved Continuous Improvement Plan.

REQ. No.	Requirement Description
534.	The Contractor shall coordinate with NCTA and the BOS contractor to identify improvements based on customer satisfaction feedback through a variety of channels and tools.
535.	The Continuous Improvement Program shall support innovation and reporting on the road map that identifies opportunities and analyzes problems.
536.	The Contractor shall monitor and report on regular progress reviews and performance tracking against goals.
537.	The Continuous Improvement Program shall define clear purpose and goals that will provide the following benefit: a. Increased efficiency and productivity b. Higher quality of outcomes c. Reduced costs and waste d. Improved employee engagement e. Increase cross-functional collaboration f. Improved customer satisfaction
538.	The Contractor shall provide recommendations for improvements to the WICs.

4.3.4.6. Contractor Corporate-Internal Network Management

While the BOS contractor is responsible for providing all workstations for the BOS, the Contractor shall provide the equipment for their staff in order to support Contractor-related work external to NCTA’s NC Quick Pass Program. The cost of this equipment and software shall not be processed by the Contractor as pass-through expenses and as such will not be reimbursed by NCTA.

REQ. No.	Requirement Description
539.	The Contractor will be fully responsible for procuring, configuring, and maintaining any administrative software required to operate their business and support the contact center environment. This includes, but is not limited to: a. Time Management and Scheduling Tools: Applications for tracking employee hours, attendance, and shift scheduling beyond the CCaaS and WFM solution. b. Email and Messaging Platforms: Systems for internal and external communication, including email servers, instant messaging, and collaboration tools. c. Productivity Suites: Software such as Microsoft Office or equivalent for document creation, reporting, and presentations. d. Collaboration and File Sharing Tools: Platforms for team collaboration, conferencing, and secure file exchange (e.g., SharePoint, Teams, or similar).

REQ. No.	Requirement Description
	e. Corporate Knowledge Management Tools: Systems for maintaining internal documentation and training materials outside of the customer-facing knowledge base. <u>Note:</u> These systems and access must remain compliant with all NCTA security protocols and requirements.
540.	The NCTA will not assume responsibility for licensing, maintaining, or troubleshooting these tools. They are considered part of the Contractor's operational obligations.
541.	The Contractor must ensure these tools are fully operational, updated, and compliant with industry standards at all times. Interoperability between these tools and the CCaaS platform must be validated to guarantee seamless workflows and data integrity.
542.	Any additional administrative capabilities required for the Contractor's internal operations—such as HR systems, payroll software, or project management tools—are also the Contractor's responsibility. Failure to maintain these tools in compliance with agreed standards can have invoicing implications.
543.	The Contractor shall be responsible for providing all workstations, laptops, iPads, printers, connectivity, and other hardware for Contractor staff and employees that are required to perform Contractor's responsibilities under the Contract not related to operating the BOS.
544.	The Contractor shall be responsible for providing all software necessary for Contractor employees and staff to perform the Requirements of this Contract as well as for Contractor company business not related to operating the BOS.
545.	Contractor shall be responsible for furnishing, installing, testing, and enabling antivirus, anti-intrusion, PCI and personally identifiable information (PII) compliant and other security applications on all Contractor-provided computer equipment throughout the term of the Contract.
546.	If the Contractor chooses to implement a WFM system, it is the responsibility of the Contractor to provide. Any such integration with phone system and the telephony system provided by the BOS contractor will be at NCTA's sole discretion due to PCI and other security concerns.
547.	The Contractor shall be responsible for providing office consumables (e.g. paper, pens, folders, printer ink, all office supplies, etc.) to Contractor employees and staff to perform Contractor-related business.
548.	Any internal Contractor networking Requirements, such as WiFi, shall be the responsibility of the Contractor.

4.3.4.7. PCI and SOC Auditing

The NC Quick Pass customer service operations is classified as a Level 1 merchant. As such, NCTA and the Contractor will engage third-party firms to annually certify that all systems, processes, and practices of the NC Quick Pass customer service operations meet or exceed PCI standards.

The Contractor is responsible for supporting NCTA internal and external audits of Contractor activities related to the NC Quick Pass operations. The Contractor's PCI assessment and SOC 2 Type 2 audit will be coordinated and managed by the Contractor, ~~and will be responsible for all costs related to the annual assessment audits including the implementation of any and all corrective actions, with the third-party service costs being billed to NCTA as a pass-through.~~

REQ. No.	Requirement Description
549.	The Contractor shall be responsible for creating and maintaining a procedure for internal controls and audit, in order to manage and monitor that specified activities are performed as required, confirmation that log reviews and configuration reviews occur, and that personnel are performing tasks in accordance with all security policies and operational procedures.
550.	System and Organization Control (SOC) Audit - - The Contractor shall annually provide a SOC 2, Type 2 audit of Contractor's operations activities under the Contract performed by an NCTA pre-Approved certified public accounting firm. - The Contractor shall be responsible for all costs related to the annual assessment audits including the implementation of any and all corrective actions requested during and after the audit by the audit firm and/or NCTA. - The Contractor shall remedy any qualified opinions, exceptions, or other negative findings, comments, or areas of improvement identified by the SOC audit.
551.	Payment Card Industry (PCI) Audits - - The NC Quick Pass Program is classified as a Level 1 merchant. As such, NCTA and the BOS contractor will engage third-party firms to annually certify that all system, processes, and practices of the NC Quick Pass Program meet or exceed PCI standards. - The Contractor shall work collaboratively with NCTA, NCDOT, the BOS contractor, and any PCI audit contractor engaged for any PCI audit of the NC Quick Pass Program. - The Contractor shall, during all PCI audit engagements, provide all financial, transaction, inventory, procedural, and other records and reports requested to support PCI auditing. - The Contractor shall allow access to records and facilities to PCI auditors and cooperate with any PCI audits conducted by others related to Contractor practices, as directed by NCTA. - The Contractor's Approved SOPs, physical security implementation, and operating practices shall be compliant with the most recent PCI-DSS Level 1 merchant standards at all times. - The Contractor shall implement corrective actions within seven (7) days of notice or within a time period agreed to with NCTA to address deficiencies and/or negative PCI findings related to Contractor practices.

4.3.4.8. Subcontractor Management

Subcontractor management involves the selection and supervision of Subcontractors who perform specialized tasks under the direction of the Contractor. The Contractor shall ensure that they report on any changes related to the addition or removal of Subcontractors being managed under this Contract.

The Contractor shall ensure that the Subcontractor will work as a seamless extension of the Contractor's workforce, in order to meet Project goals, and maintain quality standards. Subcontractor management spans the entire Project lifecycle, from selection and onboarding to monitoring and performance. Subcontractors may include but are not limited to staffing, facilities maintenance, telephony services, armored car services, etc.

REQ. No.	Requirement Description
552.	If applicable, the Contractor shall be responsible for addressing Subcontractor management within the Staffing Plan for NCTA's review and Approval. This shall include the Contractor's approach to managing the Subcontractors they propose to deliver the scope of Work detailed in this RFP.
553.	At a minimum, the Subcontractor management section of the Staffing Plan should include: a. Percentage of work covered by each proposed Subcontractor, and the number of staff proposed. b. List the key personnel and/or Project Manager for each Subcontractor, as well as their contact information. c. Indication of each area each Subcontractor shall be responsible for reporting/delivering. d. Dispute resolution process between the Contractor and its Subcontractors. e. Description of how the Contractor will ensure Subcontractor Deliverables are produced on time with quality.
554.	Contractor shall provide Subcontractor information using Exhibit B-3: List of Subcontractors and RS-2 Forms for each Subcontractor. If during the course of the Project, a Subcontractor is added to the scope of Services, the forms in Exhibit B-3 will need to be completed and Approved by NCTA before engaging in Services by the Subcontractor.
555.	To be considered for SPSF utilization refer to Part I, Section 2.19.

4.3.4.9. Business/Contract Management

Communication between the Contractor, NCTA, NCTA consultants, and other third parties will be critical to daily ongoing operations. The Contractor selected under this procurement makes a commitment to coordinate activities, and cooperate reasonably, with NCTA, other active contractors, subcontractors, consultants and representatives retained by NCTA for the implementation and ongoing oversight of CSCO.

The following Requirements outline Contract management Requirements to ensure successful oversight of the Project.

REQ. No.	Requirement Description
556.	The Contractor shall manage all aspects of the Project, overseeing, administering, and ensuring the execution of agreements that are made as part of the Contract from NTP1 to Project Closeout.
557.	The Contractor shall provide administrative support for the relationship between the Contractor and NCTA. Collaborating with NCTA stakeholders and ensuring a transparent communication model.
558.	The Contractor shall provide necessary staff to oversee and manage the Contract, so that all Requirements and performance KPIs are monitored and are consistently met. The NCTA would expect a primary point of contact onsite for interaction between the Contractor and the NCTA.
559.	The Contractor shall create and submit invoices for payment and will track all Subcontractor agreements and payments requested and made to Subcontractors and to service providers that are listed as pass-throughs to NCTA.
560.	The Contractor shall maintain records and documentation for all contracts, Amendments, and communications.
561.	The Contractor shall provide guidance and training to its internal management teams on contract best practices and compliance awareness.
562.	The Contractor shall support the drafting, scoping, reviewing and pricing of any NCTA requests for Contract modifications (e.g. Task Order, Change Orders, or etc.) to ensure favorable terms and compliance with Contract policy and legal Requirements.

4.3.4.10. Inventory Management-WIC Only

The Contractor shall be responsible for managing Transponder inventory including the receipt, storage, tracking, distribution, and reconciliation of all Transponders and supplies used to facilitate the distribution of Transponders at the WICs. Effective inventory management is critical to ensuring accountability, operational efficiency, and seamless customer experience.

REQ. No.	Requirement Description
563.	The Contractor shall implement and maintain an inventory management process to track all Transponders and supplies.
564.	The Contractor shall document and verify all incoming Transponders upon receipt on the same Business Day.
565.	Discrepancies, damages, or missing items shall be recorded and reported to the Transponder Management & Fulfillment contractor.
566.	The Contractor shall establish procedures to request Transponders from the Transponder Management & Fulfillment contractor to fulfill requests made by customers at the WICs.
567.	The Contractor shall ensure all Transponders are stored in a secure, access-controlled environment with appropriate safeguards to prevent loss, theft or damage, and limited to authorized personnel.
568.	The Contractor shall conduct monthly inventory audits and discrepancies will be investigated, resolved and reported to the Transponder Management & Fulfillment contractor promptly.

REQ. No.	Requirement Description
569.	The Contractor shall establish procedures for transponder returns, exchanges, and replacements including inspection, testing and updating the inventory.
570.	The Contractor shall provide regular inventory reports, including: a. Current inventory levels b. Transponders issued and returned c. Losses or discrepancies

4.3.4.11. Facility Management

The Contractor shall be responsible for managing the following facilities for this Project: 1) the NCQP CSCs, 2) the WICs and 3) the NCTA Headquarters; addresses listed below for each facility location.

- NCQP CSC (Rocky Mount): 1533 N Church Street, Rocky Mount, NC 27804
- NCQP CSC (Winston-Salem) :5635 W Hanes Mill Road, Winston-Salem, NC 27105
- WIC (Charlotte): 8015 W. W.T. Harris Blvs., Charlotte, NC 28216
- WIC (Monroe): 3034 Winston Ave., Monroe, NC 28110
- NCTA Headquarters: 2501 Aerial Center Pkwy, Suite 200, Morrisville, NC 27560

The Contractor shall be responsible for maintaining the facilities in a state of cleanliness and good repair in accordance with the Requirements in this section. NCTA requires their facilities to present a professional appearance to the public. Additionally, the Contractor shall manage the maintenance services of the NCTA Headquarters facility location.

The facilities are available to the Contractor 24/7 based on authorized roles/functions. If the Contractor elects to operate the facility on a 24/7 basis, additional maintenance services may be required.

Note 1: The NCTA Headquarters and the NCQP CSC in Winston-Salem both have operating hours determined by the respective lease agreement and any lease amendments shall be coordinated with the property manager and NCTA.

Note 2: For reference, current lease agreements for the facilities are provided in **Attachment N: Current Lease Agreements for NCTA Facilities**. **Attachment N** does not contain a lease agreement for the WIC facility location in Charlotte because that facility is provided on NCDOT state property.

The term 'facility' or 'facilities' in the Requirements below apply to all facility locations.

4.3.4.11.1 General Facility Management Requirements

REQ. No.	Requirement Description
571.	The Contractor shall assume all leases and maintenance contracts currently in place and obtain a thorough understanding of lessor/lessee responsibilities, negotiating rent, improvements, and other lease terms, paying any necessary rent as a pass-through expense to NCTA, and interacting with facility owners/landlords and their representatives.

REQ. No.	Requirement Description
572.	At the end of the term of any facility lease and/or maintenance facility contract, the Contractor may either: 1) negotiate and execute an extension with the incumbent contractor(s) OR 2) solicit and select new contractor(s), as needed. No later than ninety (90) Calendar Days prior to the applicable contract end date, and before entering into any formal agreement with any facility lease or maintenance contractor, the Contractor shall submit to NCTA, for review and Approval, a written proposal (with pricing) recommending whether to retain the incumbent contractor(s) or procure replacement contractor(s).
573.	The Contractor shall provide management, supervision and coordination of the administrative, and technical functions necessary for the effective and timely accomplishment of all facility management, preventative and corrective maintenance activities.
574.	The Contractor may perform this work using its own staff or can elect to utilize a Subcontractor to perform the required Work. The selection of a Subcontractor shall not alleviate any of the Contractor responsibilities.
575.	The Contractor shall make or oversee tenant improvements, as directed by NCTA.
576.	The Contractor shall provide efficient and innovative solutions to accommodate growth or increase in volume that surpasses the current capacity of the NCQP CSCs.
577.	The Contractor shall maintain all NCTA facilities in conformance with ADA standards and shall meet Occupational Safety and Health Administration (OSHA) requirements.
578.	The Contractor shall ensure the maintenance of breakroom equipment includes, but are not limited to refrigerators, microwaves, vending machines, tables, and chairs.
579.	The Contractor shall maintain employee lockers for personal items at each of the NCQP CSC locations.
580.	The Contractor shall allow all NCTA authorized staff, contractors or consultants full 24-hour unannounced access to all NCTA facilities and all areas within these facilities.
581.	The Contractor shall test and maintain facility alarms (e. g. security, smoke, carbon monoxide, etc.) on a regular basis to ensure a continuous operation.
582.	The Contractor shall address facility safety issues so that all facilities comply with North Carolina building safety codes.
583.	The Contractor shall provide all janitorial services, as applicable to each facility, and shall ensure that all facilities are clean and professional in appearance.
584.	The Contractor shall exercise due care in the use, maintenance and storage of NCTA-provided facilities, property and assets.
585.	The Contractor shall utilize security systems to protect employees, data, funds, property, equipment and assets safe, and shall promptly notify NCTA of any weakness in facility security.
586.	The Contractor shall complete any NCTA-directed and NCTA-Approved facility improvements.

REQ. No.	Requirement Description
	<u>Note:</u> These improvements are defined as an Extra Work Order or Task Order, and a pass-through cost as further defined in Part V, Section 2 Contract Changes & Termination.
587.	The Contractor shall coordinate with the existing operations contractor to ensure an orderly hand-off of facilities.
588.	The Contractor shall provide a written summary of facility management activities performed during the preceding month as part of the Monthly Operations Report.
589.	The Contractor shall maintain the facilities, furniture, and equipment in good repair and professional condition for the duration of the Contract.
590.	Upon request by NCTA, the Contractor shall prepare and submit for NCTA's review and Approval a Facility Renewal Plan and budget to address replacement and renewal needs of the facilities, furniture and equipment.
591.	Upon NCTA request, the Contractor shall prepare and submit for NCTA review and approval an Annual Facility Inspection Report and budget addressing replacement and renewal needs for facilities, furniture, and equipment.
592.	The Contractor shall inspect facilities at least annually to verify conformance with specifications and guidelines and shall report findings in the Annual Facility Inspection Report.
593.	The Contractor shall submit proposed changes to any facility layout or space purpose to NCTA review and Approval before making any changes.
594.	The Contractor shall take precautions during any work at all facilities to protect employee and public the health and safety and shall comply with all applicable health and safety regulations.

4.3.4.11.2 Facility Equipment and Systems Management

REQ. No.	Requirement Description
595.	The Contractor shall operate, maintain through routine maintenance, inspect, and repair all mechanical, electrical, plumbing, and utility systems at each facility, including, but not limited to: a. HVAC systems; b. Air handling/distribution equipment and systems; c. Water supply and systems; d. Sewage equipment and systems; e. Fire protection systems; f. Computer/server/communications rooms; g. Uninterruptable power supplies; h. Generators; i. Storm drainage systems; j. Utility systems; k. Lighting systems; and l. Emergency systems.
596.	The Contractor shall immediately report to NCTA and to the property owner/property management company (as applicable) any major equipment or systems that is malfunctioning or becomes non-operational during the workday and shall coordinate with the appropriate maintenance/ repair contractor.

REQ. No.	Requirement Description
597.	The Contractor shall perform scheduled and unscheduled maintenance and repairs, on an eight (8) hour per day, seven (7) days per week basis.
598.	The Contractor shall perform emergency maintenance and repairs as needed (not limited to the eight (8) hour period).

4.3.4.11.3 Pest Control Requirements

REQ. No.	Requirement Description
599.	The Contractor shall provide pest control services to control rodents, insects and other pests using methods and pesticides that comply with applicable state and federal laws.
600.	The Contractor shall suppress crawling and flying insect populations within covered facilities using properly registered and labeled pesticide products and NCTA Approved devices.
601.	The Contractor shall suppress rodents (e.g. rats, mice) within and around all facilities.
602.	The Contractor shall conduct a thorough inspection and treatment at least every six (6) months.
603.	The Contractor shall maintain a continuous pest control program and shall immediately address obvious signs of infestation.
604.	The Contractor shall provide these Services personally or can elect to utilize a Subcontractor to perform the required Work. The selection of a Subcontractor shall not alleviate any of the Contractor responsibilities.

4.3.4.11.4 Trash or Waste Disposal/Removal Requirements

REQ. No.	Requirement Description
605.	The Contractor shall furnish labor, equipment, and supervision to remove and dispose of waste and incidental debris, as applicable.
606.	The Contractor shall maximize recycling to the greatest extent achievable.
607.	The Contractor shall dispose of non-recycled waste through a disposal facility certified by the appropriate State Agency or U.S. Environmental Protection Agency, as applicable.

4.3.4.11.5 Electrical Maintenance

REQ. No.	Requirement Description
608.	The Contractor shall maintain and repair all electrical equipment and electrical fixtures at all facilities, including emergency generators and uninterrupted power systems (UPS).
609.	The Contractor shall provide management, supervision, labor, materials, supplies, repair parts, tools, and equipment necessary to plan, schedule, coordinate electrical operations, maintenance and repair in an effective and economical manner.
610.	The Contractor shall exercise all emergency standby generators in accordance with manufacturer specifications.

4.3.4.11.6 Facility Contractor Oversight

REQ. No.	Requirement Description
611.	The Contractor shall manage corrective and repair work through to completion, including all punch list items and operational and functional checks.
612.	The Contractor shall ensure the work quality and that repaired areas are compatible with adjacent surfaces and equipment.
613.	The Contractor shall coordinate with NCTA in advance to schedule interior and exterior painting on a periodic basis.

4.3.4.11.7 Facility Access Control

REQ. No.	Requirement Description
614.	The Contractor shall manage access control for all facilities including issuing temporary and permanent badges and monitoring badge-in/ badge-out activity.
615.	The Contractor shall create and maintain an Access Control Matrix, identifying authorized personnel and access levels. NCTA reserves the right to review or audit the matrix at any time.
616.	The Contractor shall conduct quarterly reviews by reconciling the ACM to actual access logs from NCTA's facility security systems for all personnel.
617.	The Contractor shall promptly notify NCTA of any security weakness, breach (or attempted breach, or other security related issues.

4.3.4.11.8 Facility Security Requirements

REQ. No.	Requirement Description
618.	The Contractor shall maintain existing network communications that support facility access and security systems for all facilities. <u>Note:</u> The BOS contractor will be responsible for providing network communications to support the BOS.
619.	Contractor shall maintain and update security systems to protect employees, data, funds, property, equipment and assets including, but not limited to: a. Cameras in any areas where cash, checks and inventory are handled; b. Cameras to monitor all public areas, including parking lots, and entrances to secure areas; c. Motion and intrusion detection; d. Panic buttons; and e. Card key access to the building and secure areas within the building.
620.	The Contractor shall develop, implement, and follow a card-key access program including but not limited to: a. Assigning and managing access by user and user role; b. Assigning roles to specific areas of the building; c. Reporting access rights and activity; d. Replenishing access card inventory; and e. Implementing and monitoring a visitor pass process.
621.	The Contractor shall make key card system access information available to NCTA upon request.

REQ. No.	Requirement Description
622.	The Contractor shall provide locksmith services in coordination with NCTA, including installation and removal of locksets and tumblers, key duplication, repair of defective locksets, and door opening in the event of lost keys.
623.	If any keys are lost, the Contractor shall re-key/re-tumble or replace affected locks at the Contractor's cost.
624.	The Contractor shall replace all locks and keys at the Contractor's expense in the event a master key in the Contractor's possession is lost or duplicated.
625.	The Contractor shall ensure all new locks fit existing master key systems and are keyed to fit existing keys for the locks being replaced.
626.	The Contractor shall ensure all locks and keys are compatible with the security system.

4.3.4.11.9 Facility Network Communications Requirements

REQ. No.	Requirement Description
627.	The Contractor shall provide and maintain network connectivity for Contractor-provided computers and peripheral connections, as necessary.
628.	The Contractor shall ensure that any Contractor-provided Wi-Fi network is appropriately secured and complies with NC Statewide Technical Architecture Network Domain standards (https://web.archive.org/web/20240511111512/https://files.nc.gov/ncdit/documents/files/Network.pdf).

5. Technology

The technology Requirements define the scope of Work associated with any CCT solutions which are necessary to meet the CCT goals for NCTA, whether they are built and delivered incrementally (e.g.: NTP1: Part B), or in full (NTP2). The Contractor's approach shall encompass the full lifecycle of technical solutions and systems from concept and design through implementation and sustained operation.

Technology delivery begins with design and development, where Requirements shall be translated into functional solutions from which system components are built. The Contractor shall follow this with testing, ensuring the technology performs as intended, meets quality standards, and is formally Approved by stakeholders. The solutions are then implemented into the operational environment and smoothly transitioned for use by operational teams. Finally, ongoing O&M and continuous improvements ensure long-term reliability and value through maintenance, monitoring, enhancements, and issue resolution, enabling the technology to continue meeting organizational needs over time.

5.1. Technology Approach

The Contractor shall develop their approach to CCT solution release based on the following:

- As part of NTP1: Part A, the Contractor will continue to utilize NCTA's existing telephony and IVR systems.

- As part of NTP1: Part B, the Contractor shall begin to design and introduce their selective technology solutions into NCTA's current BOS, with the exception of Case Management which can only be integrated as part of NTP2.
- As part of NTP2, the Contractor will include the integration of all proposed CCT solutions to the NCTA's TISDSR.

5.1.1. General Requirements

The intent of these general requirements is to ensure that proposed technologies are secure, scalable, reliable, and aligned with the organization's operational and strategic objectives and are common across all solutions. The requirements define the baseline expectations for solution design, and implementation.

REQ. No.	Requirement Description
629.	The solution shall support unified omnichannel capabilities (voice, chat, email, SMS, social, notifications) with a single conversation ID and full interaction tracking linked to customer records.
630.	The solution shall provide advanced routing (skills, proficiency and KPI-based) with load balancing, queue management, overflow handling, and dynamic re-routing.
631.	The solutions shall work together and integrate with TISDSR to automatically provide agents with customer account information in real time, regardless of how the customer makes contact. They shall also ensure consistent customer data, interaction history, and reporting across all channels, providing a single, accurate, and up-to-date view of the customer
632.	The solution shall deliver a unified, accessible Agent desktop with integrated case views, customer profiles, interaction timelines, and streamlined navigation, supporting responsive design across devices and platforms (e.g. 2 clicks to core case data) and compliant to current accessibility Requirements (e.g. WCAG x.x) and keyboard-first operations.
633.	The solution shall support identity and access management, including Single Sign On (SSO) (SAML/OIDC), MFA, privileged/role-based access control (RBAC), role mapping, user provisioning, encryption in transit and at rest, tenant isolation, and cloud hardening.
634.	The solution shall support comprehensive audit logging and integration with SIEM systems, as well as secure API/integration controls (e.g., OAuth2, token management, rate limiting).
635.	The solution shall support data privacy and lifecycle management, including retention policies, legal hold, secure deletion, data portability, and transparency.
636.	The Contractor shall maintain a formal security program aligned with industry standards (e.g., NIST, ISO) and provide independent assurance (e.g., SOC 2 Type 2 and PCI-DSS)
637.	The solution shall support encryption TLS 1.2+ in transit, AES-256 at rest; key management with rotation; configurable retention policies, legal hold, and defensible deletion.
638.	The solution shall provide security controls for all technology solutions and AI components, including encryption in transit and at rest, identity and access management, privileged access control, and environment segregation.

REQ. No.	Requirement Description
639.	The solution shall maintain operational and audit logging for prompts, responses, model and retrieval events, escalations, failures, and administrative changes (e.g., prompts, models, integrations, and configurations), in compliance with security and privacy controls
640.	The solution shall offer an easy-to-use, low-code or no-code workflow builder that allows users to design and manage processes using clear, visual flow diagrams.
641.	While the Contractor and NCTA shall coordinate on procurement items in support of the implementation of systems and Services, the Contractor shall not be permitted to reuse existing network equipment, telephony equipment, servers, storage, etc. without NCTA's prior written authorization.
642.	The solution shall support and manage conditions of degraded-mode operation, where one or more technology or Services are unavailable, including connectivity between CCT modules or between CCT and BOS systems. Contractor shall design a process for continuation of service capabilities or enable a workaround to manage inbound contacts and sustained operations.

5.1.2. Workforce Management

The Contractor shall provide Workforce Management (WFM) tools and systems to streamline the processes that manage their labor force efficiently. These tools should help maintain a productive and cost-effective workforce. They should aide in proper staffing for spikes in customer requests and ensure the right labor mix is available at the right time, managing absences and leave with consideration to performance Requirements. The tools shall provide the Contractor and NCTA with insight into the following at a minimum:

REQ. No.	Requirement Description
643.	The solution shall support forecasting & scheduling across voice, email, chat, social, and outbound using 15–30-minute intervals with seasonality models, constraint-based scheduling that respects HR/union rules, breaks, lunches, training, and meetings.
644.	The solution shall support intraday management with automated reforecasting and dynamic schedule re-optimization and Real-Time Adherence (RTA) latency ≤ 15 seconds.
645.	The solution shall support multi-skill, multi-queue forecasting with shrinkage modeling (AUX, breaks, training, attrition).
646.	The solution shall include reporting and consideration of time & attendance exception handling (late logins, early logouts), and integration with payroll/time-tracking systems; audit trails for paid/unpaid exceptions.
647.	The solution shall include quality/performance dashboards (e.g. AHT, Occupancy, Service Level, Shrinkage), Agent scorecards, and coaching plans.
648.	The solution shall maintain compliance with regional labor rules (overtime thresholds, minors, breaks), role-based or attribute-based access control and immutable audit logging.
649.	The solution shall include cross channel capacity plans capturing non-voice workload from Case and chat systems.

REQ. No.	Requirement Description
650.	The solution shall support role-based exports (CSV/JSON), BI-friendly APIs, documented data dictionary, AI assistance for forecast explainability and anomaly detection with human-in-the-loop approvals.
651.	The solution shall support what-if scenario planning (campaigns, product launches, outages, marketing spikes).
652.	The solution shall include workflow and queue management tools to manage scheduling and monitoring of contact center Agents' performance and resolve customer inquiries all in one application.
653.	Multi-skill, proficiency-aware scheduling (primary/secondary skills, proficiency tiers).
654.	The solution shall deliver real-time dashboards for staffing, coverage, and occupancy at configurable intraday intervals.
655.	The solution shall provide centralized exception management with approval workflows for auxiliary status , meetings, training, and coaching.

5.1.3. Case Management Tool

The Case Management tool shall be included in NTP2 as part of TISDSR integration. A Case is an activity that is tracked and managed resulting from a customer question, feedback, or issue. Initiation can be through multiple communication channels, such as the website, email, system chat, and system processing interfaces (i.e., lockbox, or mailhouse, etc.).

Cases can be initiated by both registered and non-registered customers. A Case is also used to manage and track follow-up requests for Agent assisted calls that are not completed on first call resolution. Pertinent customer and contact details, channel, and handling times shall be recorded and tracked.

NCTA currently opens approximately 17,000 cases a month. Reference **Attachment K: List of Current Case Types & Topics** for a list of the current Case types and topics being used in NCTA's existing BOS.

The Contractor shall provide Case Management tools to streamline and automate the management of various types of Cases, such as service requests, incidents, and investigations. An integrated and efficient Case Management system shall leverage AI tools, Knowledge Base and analytics to speed up decision-making, and where possible automate complex processes to increase efficiency. Reports shall be required to understand closure timelines, Agent productivity, trends, etc. The intent of a strong Case Management tool is to reduce errors and assist customers more expeditiously.

The tool shall include the following functionalities:

- Case Management architecture
- Case Management Case creation
- Case Management sorting and tracking
- Case Management workflow
- Case Management escalation

The Contractor shall manage their approach, addressing the minimum Requirements for each of the functions listed above as defined in the following sections.

5.1.3.1. Case Management Architecture

Case Management architecture refers to the structured design and framework used to create, organize, and manage systems that handle 'Cases'—units of work representing a process, request, incident, or service lifecycle. At a minimum, the Case architecture shall support the following attributes:

REQ. No.	Requirement Description
656.	The solution shall provide a rich, configurable Case Management data model supporting core entities including Cases, parties, interactions, notes, attachments, tasks, KPIs, assignments, tags, and custom fields, as well as hierarchical (parent-child) and associative (linked case) relationships.
657.	The solution shall support the ability to store Case metadata and stable references and on-demand retrieval from systems of record with smart caching (TTLs, invalidation).
658.	The solution shall include an Agent desktop with the following: a. Inline editing b. Autosave c. Two-click access to frequent actions d. Supervisor views for live queues e. KPI risk f. Escalations g. QA workflows h. Whisper-coaching hooks (where supported)
659.	Shall support observability of the following: a. Chronological Case timeline with filters and immutable audit b. Role-based dashboards c. Aggregates API d. Warehouse connectors without duplicating raw PII
660.	Shall incorporate and support required security: a. RBAC/ABAC with row/field-level permissions b. Case-level confidentiality flags c. Approval workflows for sensitive actions d. Retention by artifact, legal hold, defensible deletion

5.1.3.2. Case Management Case Creation

Case creation is the process of capturing and registering a new Case in a Case Management system, which transforms an issue or request into a trackable and manageable entity. The NCTA will provide Approval on Case creation features during design. At a minimum, the solution shall support the following Case creation features:

REQ. No.	Requirement Description
661.	The solution shall support creation, tracking, and management of diverse Case types which NCTA will Approve during design, to include but not limited to: a. transponder orders b. disputes c. customer/non-customer requests (across all channels) d. agency issues e. collections-related cases f. undeliverable address research g. inventory requests h. roadway issues i. disposal shipments
662.	Cases shall be created via all channels (web, mobile, phone, email, SMS, mail, in-person), manually by authorized users, or automatically via system triggers and integrations.
663.	Cases shall be creatable from or associated with customer Accounts at any time.
664.	The solution shall capture and manage comprehensive Case attributes which NCTA will Approve during design, to include but not limited to: a. Case ID b. Type c. Status d. Priority e. Communication channel f. Timestamps g. Initiating user/system h. Customer/account details i. Vehicle/invoice data j. Agency k. Notes l. Outcomes m. Follow-up activities n. Customer Satisfaction (CSAT)
665.	Case creation shall auto-populate data from source systems (e.g., account information, invoice) and support configurable dropdowns, required fields, and templates by Case type.
666.	The solution shall support dispute capture with defined reasons which NCTA will Approve during design to include but not limited to (e.g., duplicate charge, invalid plate, bankruptcy, deceased owner, vehicle transfer) and affidavit conditions compliant with NC law.
667.	The solution shall support identification of required documentation for dispute processing
668.	The solution shall support document and attachment uploads with full lifecycle linkage to the Case.
669.	The solution shall associate all related communications (calls, recordings, emails, chats, texts, documents, scanned items) with the Case.

REQ. No.	Requirement Description
670.	The solution shall allow Case access via both Case Management views and associated Accounts.
671.	The system shall automatically assign unique Case IDs, timestamps, and initiating user or system identity
672.	The solution shall provide configurable Case Management administration capabilities that allow authorized users to create and manage Case types, templates, workflows, assignment rules, escalation parameters, queue prioritization, required fields, data entry rules, management approval requirements, and other business rules. The solution shall enforce configurable and minimum data entry requirements and approval controls based on Case type, Case status, threshold values, or specific actions, including but not limited to placing Cases on hold, closing Cases, or approving disputes. All Case Management configuration elements shall be reviewed and Approved by NCTA during design.
673.	The solution shall support free-text notes at defined process stages.
674.	The solution shall automatically notify customers upon Case creation and provide ongoing, configurable status updates through Case lifecycle.

5.1.3.3. Case Management Sorting & Tracking

Case sorting and tracking allows organizing workloads and maintaining control over Case progress. Sorting ensures Cases are categorized and routed correctly, while tracking provides continuous visibility and accountability. The NCTA will provide Approval on Case Management sorting and tracking features during design. At a minimum, the Case sorting and tracking features shall include:

REQ. No.	Requirement Description
675.	The solution shall automatically route open Cases to appropriate queues (by Case type, department, or workgroup) with configurable assignment rules and support manual reassignment.
676.	The solution shall support flexible queue prioritization and sorting, including oldest-first, highest-priority-first, and multi-criteria sorting (e.g., age + priority).
677.	The solution shall ensure no active Case becomes orphaned and shall automatically reassign Cases when users are deactivated (individually or in bulk).
678.	The solution shall provide visibility into all pending Cases with prioritization and enable authorized users to act on assigned queues.
679.	The solution shall support Case lifecycle management, including reopening closed Cases, manual and automated status updates, and configurable roles based editing (individual or bulk).
680.	The solution shall support concurrent access, allowing Cases to be worked by multiple users with controlled edit permissions (single editor, others read-only with visibility of active user)
681.	The solution shall provide workload visibility for tracking of individual users and teams and overall performance, including Case volumes and details.

REQ. No.	Requirement Description
682.	The solution shall display key customer/Account information within the primary Case view, with direct access to associated Accounts.
683.	The solution shall support linking/unlinking of multiple Cases to a single Account, regardless of Case status.
684.	The solution shall track detailed Case activity history, including creation, updates, reassignment, holds (with resume dates), follow-ups, closure, awaiting customer action, and CSAT.
685.	The solution shall support follow-up tracking, including required actions, activity recording, and Case filtering based on follow-up needs.
686.	The solution shall support grouping of Cases for bulk actions and prevent duplicate Case creation from automated system processes.
687.	The solution shall provide configurable alerts when Case volumes exceed defined thresholds for users or resources.

5.1.3.4. Case Management Workflow

Case Management workflow defines how Cases move through different stages, assigning responsibilities, and automating processes, allowing the operations teams to manage diverse Case scenarios. The NCTA will provide Approval on Case Management workflows during design. At a minimum, the Case workflow features shall include:

REQ. No.	Requirement Description
688.	Provide configurable Case workflow and routing with capabilities to define sets of activities or procedures for specified Case types.
689.	Provide for a workflow that considers activity conditions, in order to properly track and audit time of processing, so that processes tasks cannot be bypassed (i.e.: cannot go from a paused/hold status to a closed status, without first being set to active/open).
690.	Provide the capability to assign Cases in configurable ways, including but not limited to: a. manual assignment of a Case to a particular authorized user; b. automatic assignment by customer or Account criteria; c. automatic assignment by Case type; d. automatic assignment by status; e. automatic assignment by severity level; f. automatic assignment based on staff availability; g. automatic assignment by role; and h. skills database for Authorized Users.
691.	Provide the capability to suggest best Authorized User for a Case according to staff skills.
692.	Provide the capability to send an operational alert notification when a Case has met the configurable reassignment threshold.

REQ. No.	Requirement Description
693.	Provide the capability to send an operational alert notification when an Authorized User has met the configurable number of open Cases.
694.	Provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.
695.	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.
696.	Provide the capability to trigger customer satisfaction processes. For example, after the customer has interacted with an Agent about the Case, a "how did we do" email is sent to the customer, with a survey link for customer feedback.

5.1.3.5. Case Management Escalation

Case Management escalation ensures that important or delayed Cases receive the required level of attention through the Case lifecycle. Structured pathways for prioritization and intervention support service quality, efficiency, and accountability. The NCTA will provide Approval on Case Management escalation during design. At a minimum, the Case escalation capabilities shall include:

REQ. No.	Requirement Description
697.	Provide the capability to send an operational alert notification to the operations staff regarding specific Cases that meet configurable criteria defined by NCTA during design workshops. For example, Cases in "open" status that have not been worked on in "x" number of days.
698.	Provide the capability to automatically escalate overdue Cases based on configurable rules.
699.	Provide the capability for thresholds to be defined based on rules that initiate events when exceeded.
700.	Provide the capability to automatically escalate Cases defined as representing repeated complaints.
701.	Provide the capability to enforce a Case approval workflow, where a Case type or activity requires CSCO management or NCTA staff Approval in order for an Agent to proceed. Approval workflows will be defined by NCTA during design.
702.	Provide the capability to notify appropriate operations staff on Cases manually or automatically based on configurable criteria.

5.1.4. Telephony Services, Phone System and IVA

The Contractor shall provide comprehensive telephony services, Private Branch Exchange (PBX) services (aka 'phone system') and an IVR / IVA solution that enhances customer experience, improves call handling efficiency, and supports future growth. The Contractor shall coordinate with NCTA to design a fully integrated, scalable private cloud-based telephony and IVR / IVA system allowing NCTA customers access to general information about NCTA toll roads, and another mechanism to manage their Account. The design of the system shall be finalized during the Design & Development Phase, with the telephony services, phone

system, and IVR / IVA system functionality to include, but not limited to the Requirements defined in this section.

5.1.4.1. Telephony Services

Telephony services encompass the technologies and services that enable voice communication over public or private networks, including call signaling, voice transport (e.g., PSTN, SIP, VoIP), call quality management, numbering, and connectivity with external carriers.

REQ. No.	Requirement Description
703.	Telephony solution shall utilize: a. SIP trunking with redundant trunks, codec support (G.711; Opus where applicable), QoS tagging, and resilience to jitter/packet loss. b. Number management for DID/toll-free procurement/porting, CNAM, international support, and emergency routing/E911/E112. c. Selective/policy-based dual-channel call recording with secure storage and linkage to interactions/cases; real-time/near-real-time transcription with speaker separation and confidence scores. d. Carrier-level failover, geo-redundant SBCs, automated health checks, and circuit breakers with backoff.
704.	The telephony services shall be sized to accommodate the current contact center call volumes and call handling times, be scalable for future growth both in call volume and Agent seats and tested for 200% of current volume. <u>Note:</u> At no time should inbound calls receive a busy signal.
705.	The telephony system shall display the inbound DID number used by the caller.
706.	The telephony system shall be configured so that outbound calls are reflected correctly in caller ID, identifying as NC Quick Pass, with the correct associated general-purpose phone number, as specified during design.
707.	The telephony system shall support customer authentication as defined by NCTA, through manual as well as through systematic multi-factor authentication mechanisms depending on configuration and channel.
708.	The Telephony system shall have the capability to support coordinated outbound call campaigns as well as customer notifications for configured account events.

5.1.4.2. Phone System

The cloud-based phone system refers to the collective and overall communications platform and PBX that manages inbound and outbound voice calls, including ACD call routing, extensions, voicemail, conferencing, reporting, and system administration.

REQ. No.	Requirement Description
709.	The Contractor shall be responsible for the procurement and delivery of equipment and materials, third-party services (e.g. cloud services, telephony services, etc.) to support all telephony and IVA services as required.

REQ. No.	Requirement Description
710.	The phone system shall provide and support softphone functionality.
711.	The phone system shall provide the capability for an Agent, or other authorized staff member, to call a customer by clicking a customer's phone number on their Account using softphone technology/functionality.
712.	The phone system shall manage call lists and track call activity.
713.	The phone system shall accurately associate Account management activity with the appropriate customer Account.
714.	The phone system shall have the ability to report accurate call wait times to customers and offer them the ability to log their phone number for an automated call back.
715.	The phone system shall have the ability for customers who select a call back, to leave a message as well as select a next in line call back, or a scheduled call back time, based on the customers requested time.
716.	The phone system shall include management oversight features, such as call queue management, ACD call routing, call recording and transcription (<u>retention 90-Calendar Days plus current month and 2 years of historical call recording available on request</u>), call monitoring, call transfer, call barge, call playback, etc.
717.	The phone system shall support the recording of calls automatically and on demand for 100% of calls, and include playback of audio, via a hyperlink, for staff training. Access to recordings shall be role based.
718.	The phone system shall provide web-based dashboard functionality that allows supervisors, managers and other NCTA personnel the ability to login, view real-time contact center call metrics, team quality measurements, and other functionality as defined by NCTA during system design.
719.	The phone system dashboard shall provide functionality that provides authorized users the ability to drill down into specific metrics displayed on the online dashboard to see additional metric details, as determined by NCTA during the Design & Development Phase.
720.	The phone system shall provide a real-time call queue dashboard, which shall be available online or with the ability to display on monitors installed on the NCQP CSC(s) walls and shall provide information regarding the number of calls in the different inbound/outbound queues and call waiting time for each queue. The Contractor shall coordinate with NCTA to determine the metrics for the dashboard during system design.
721.	The phone system shall provide functionality for managers, or other authorized personnel, to generate reports on each Agent individually and all Agents as an aggregate or shift regarding call statistics, such as: calls received by date, by time range, along with wrap-up codes and other items as requested by NCTA. The Contractor shall coordinate with NCTA to determine the call statistics they want to track during system design.
722.	The phone system shall track customer contacts across all channels for customers who contact a configurable number of times (e.g. 3) within a configurable period of time (e.g. 48 hours) regarding the same wrap-up code.

REQ. No.	Requirement Description
723.	The phone system shall identify most frequent customer contacts (within a configurable time period) based on their telephone number or Account number accessed in a trending report or dashboard.
724.	The phone system shall provide the capability for an Agent, or other authorized personnel, to search for customer call-in details and timelines.
725.	The phone system shall support real-time quality and accuracy validation of Agent data entry against the customer's spoken language. This capability is intended to help eliminate inaccurate keystrokes and reduce errors in customer Account Updates during live calls.
726.	The phone system shall accurately route, queue, and answer all inbound and support the ability to place outbound customer calls.
727.	The phone system solution shall be built on a cloud-based telephony inclusive of IVR/IVA and ACD functionality.
728.	The phone system shall have the capability to produce reports that detail performance, in support of KPI tracking, including but not limited to: statistics on first call/interaction resolution, total interactions handled and contained through automation/self-service, Agent performance, quality metrics, total calls handled and operations-related reports (e.g. quality control, IVA, contact center metrics, etc.)

5.1.4.3. IVR / IVA

IVR / IVA allow for an automated call handling capability that interacts with callers through voice prompts and keypad or speech input to collect information, provide self-service options, and route calls to appropriate destinations without requiring live Agent intervention. The IVR / IVA shall include an automated attendant and ACD functionalities to optimize call routing. If callers cannot manage actions through self-service, the calls may be transferred to a live Agent.

REQ. No.	Requirement Description
729.	The solution shall include self-service flows with secure authentication (DTMF with optional voice biometrics), API-based account access, and PCI-DSS-compliant payment processing for credit cards, debit cards, and other electronic payment methods, available through both self-service channels and agent-assisted calls.
730.	The solution shall enable comprehensive self-service account functions via APIs, including vehicle management, demographic updates, Transponder Management, payments, replenishment, HOV declarations, activation of retail Transponders, and location inquiries.
731.	The solution shall support dual-tone (DTMF) and speech-based interactions, multi-language capabilities (IVR, agents, queues), and 24x7 customer access.
732.	The solution shall provide advanced call management, including containment tracking (with configurable correlation windows), call reason logging, routing, hold music, professional voice recording for prompts and customized wait-time announcements, and voicemail-to-text with queue routing
733.	The solution shall include analytics and reporting, including containment rates, abandonment, transfers, sentiment analysis, speech analytics, keyword detection, performance scoring, and parameter-driven reporting across time intervals.

REQ. No.	Requirement Description
734.	The solution shall support prompt and interaction management, including version control, TTS/recorded prompts, phonetic tuning, real-time transcription, summarization, and interaction logging tied to customer records with unique transaction identifiers.
735.	The solution shall support surveys and customer feedback tools (real-time or batch) and enable IVA-based survey deployment and reporting.
736.	The Contractor shall implement regression testing, pre-production staging, audit-controlled changes with approval, , and fallback mechanisms (e.g., chatbot, callback queues) for all releases.
737.	The Contractor shall design, monitor, and continuously optimize call flows and routing models to improve self-service efficiency and customer experience.
738.	The IVR/IVA system shall be designed so that modifications to the IVA system, IVA call tree and/or call scripts can be made and deployed quickly (e.g. via a GUI) without the need for costly or lengthy modifications.
739.	Containment of calls, within the IVR/IVA shall include only those interactions that were serviced completely and closed without duplicating events from the customer through the same or through other channels, which are correlated to the same Account and occurring within configurable time (e.g. 48 hours).
740.	The system shall provide functionality that enables NCTA to develop and publish surveys or other crowd sourcing tools via IVA.
741.	The system shall provide a unique identifier that identifies transactions as being completed via the IVR/IVA.
742.	The system shall provide parameter-driven contact center reporting related to the IVR/IVA in hourly, daily, date range, weekly, monthly, and annual frequencies.

5.1.5. AI Components

This section identifies the technical Requirements for AI-related components to be included in the proposed CCT solutions. The Contractor's proposed solution shall deliver, at a minimum, the required AI functionality, administrative controls, integration capabilities, monitoring, fallback handling, and ongoing support necessary for production operations. The Contractor shall ensure that all AI components are secure, supportable, governable, resilient, and operationally effective within Contractor's and NCTA's environment.

REQ. No.	Requirement Description
743.	The solution shall utilize natural language and AI tools to the highest degree possible in order to support better customer experience and satisfaction, faster and more consistent response, faster handle times, higher quality, and Agent retention.
744.	The solution shall support AI components for Agent assist, customer-facing chat, and IVA / voice self-service as native capabilities or through fully supported integrated components.
745.	The solution shall leverage and include: • Large Language Model (LLM), • Natural Language Processing (NLP) engines, • Speech recognition, • Text to speech,

REQ. No.	Requirement Description
	• Intent and classification models, • Summarization and recommendation engines, • Knowledge retrieval services, • Vector stores, and • Orchestration and model management services.
746.	The Contractor shall clearly identify native vs third-party AI components and associated dependencies within their design for Approval by NCTA.
747.	The solution shall support real-time Agent assistance based on live interaction context, including transcript-aware response suggestions, next-best-action recommendations, knowledge recommendations, summarization, and guided workflows.
748.	The solution shall support multi-turn conversational context management across chat and IVA sessions.
749.	The solution shall support seamless handoff from AI chat or AI IVA to live Agents, including transfer of transcript, detected intent, captured entities, prior prompts, authentication state where applicable, and relevant workflow context.
750.	The solution shall support configurable restrictions so AI-generated outputs may be limited to Approved knowledge, Approved workflows, and Approved business rules.
751.	The solution shall provide configurable prompt management, prompt templates, response templates, guardrails, and orchestration logic for each AI capability.
752.	The solution shall provide role-based administrative controls for AI configuration, prompt changes, routing changes, and conversational model changes, publishing, testing, rollback, and operational support.
753.	The solution shall support version control for prompts, intents, utterances, entities, model configurations, response templates, routing logic, and associated AI policies (Refer to Part V, Section 1.12 Artificial Intelligence Policy).
754.	The solution shall support human review workflows for AI-generated drafts, summaries, recommendations, and suggested responses were configured by the organization.
755.	The solution shall support configurable confidence thresholds for chat and IVA automation, including fallback behavior and escalation rules when confidence is low, including transfer to a live Agent.
756.	The solution shall support AI knowledge retrieval from structured and unstructured enterprise content sources.
757.	The solution shall enable advanced retrieval capabilities, including semantic and keyword search, synonym handling, relevancy tuning, and metadata filtering.
758.	The solution shall support configurable AI-enabled IVA to include: • Voice models, • Prompt wording, • Barge-in behavior, • Timeout handling, • confirmation handling, • No-match / no-input logic.

REQ. No.	Requirement Description
	- Real-time transcript generation and retention - Sentiment and customer intent, - Contextual metadata to improve routing and assistance
759.	The solution shall support comprehensive monitoring and logging of AI services, including availability, performance (latency, response quality), failures (model calls, retrievals, summarization, routing), and API errors.
760.	The solution shall support performance reporting and analytics for AI effectiveness, including metrics such as containment rate, escalation rate, fallback rate, intent accuracy, response quality, and agent adoption.
761.	The solution shall support tuning and optimization of conversational models, intent libraries, prompt logic, routing behavior, and retrieval relevance without requiring full platform redevelopment.
762.	The solution shall support separate test data sets, test utterances, sample conversations, and benchmark scenarios for AI chat, IVA, and agent-assist validation.
763.	The solution shall identify all AI component dependencies required for high availability, failover, disaster recovery, and degraded-mode operations.
764.	The solution shall support masking, redaction, tokenization, or exclusion of sensitive data from prompts, model inputs, logs, transcripts, and outputs where required.
765.	The solution shall support multilingual capabilities where required for AI chat and IVA, including language detection, language-specific responses, and administrative tuning by language.
766.	The solution shall identify any throughput, concurrency, token, latency, storage, or transaction limits that may affect production use of AI capabilities.

5.1.5.1. AI Model Retraining and Continuous Learning

As a component of the overall solution and tool set, the Contractor shall ensure that AI tools stay current, accurate and consistent with business rules and operational responses. It is expected that the training and continuous learning process shall include feedback, test runs, and adjustments to ensure the AI agent operates effectively and aligns with the organization's goals and rules. Ongoing monitoring is essential to maintain accuracy and efficiency as business objectives change.

The Contractor's approach for the training and tuning of the AI model and tools, shall include at a minimum:

REQ. No.	Requirement Description
767.	The solution shall support learning management with catalogs, role-based assignments, prerequisites, assessments, certifications; SCORM/xAPI support; accessibility aligned to WCAG with captions and transcripts.
768.	The solution shall support integration of QA outcomes and performance KPIs into coaching plans; automated coaching suggestions based on interaction analytics.
769.	The solution shall support generative training aids to draft content, quizzes, and scenario simulations to support Agent training and AI tuning, which shall be approved by authorized staff for use.

REQ. No.	Requirement Description
770.	The solution shall support conversation replay for practice using call/chat transcripts with consent awareness and PII redaction.
771.	The solution shall support real-time AI suggestions during live interactions: next-best actions, compliance alerts, empathy prompts, and dynamic KB retrieval with citations; supervisor whisper/assist where allowed.
772.	The solution shall support certification tracking for mandatory modules (e.g., PCI, HIPAA, privacy) with renewal reminders and audit-ready reports.
773.	The solution shall support retraining (in partial or full), re-tuning and refreshing the AI/ML model on new or updated data and include a means to validate these before release.
774.	The solution shall support updating reference data, training datasets or knowledge sources as and when appropriate to ensure the accuracy of responses.

5.1.6. Chat / Chatbot

The integration of chat and automated chatbots shall allow customers to communicate instantly with the contact center enabling real-time assistance while also enabling chatbots to handle common inquiries. Agent assisted chats shall allow customers to reach an Agent through the chat interface for questions that cannot be answered through automated chat scripts and prompts.

The Contractor's chat and chatbot tools shall include at a minimum:

REQ. No.	Requirement Description
775.	The solution shall provide secure web/mobile chat widgets (SDK) with persistent conversation IDs and file attachments with malware scanning.
776.	The solution shall include proactive chat triggered by user behavior (e.g., exit intent, long dwell time) with consent and throttling.
777.	The solution shall provide a chatbot platform with Natural Language Understanding (NLU) (intents/entities), dialog state, slot filling and graceful handoff to live Agents with full context transfer.
778.	The solution shall provide knowledge retrieval via hybrid search (keyword + embeddings) with citation surfacing, freshness controls, and scoped content by role/team.
779.	The solution shall provide PII-safe prompting and redaction, blocklists, configurable safety filters, human-in-the-loop review for sensitive actions and bot KPIs (containment, deflection, CSAT, ESAT, false-positive rate).
780.	The solution shall provide the incorporation of latency targets: first token ≤ 1.5 seconds and full response ≤ 5 seconds; streaming preferred.
781.	The solution shall support online chat features and functionality through the web and mobile application, allowing customers to perform self-service, service through automated chatbots, and to transfer to chat live with Agents.
782.	The solution shall support customer MFA shall be supported through the chat feature.
783.	The contents of the chat session shall be saved <u>and/or linked</u> to customer Accounts for future reference.

REQ. No.	Requirement Description
784.	The solution shall provide customers with the option to initiate chat at all times, becoming available after accessing the general website. Refer to Part III, Section 7 KPIs.
785.	An option to engage in live Agent chat shall be presented to the customer within a configurable number of seconds or minutes, or if the customer chooses manually to do so. Refer to Part III, Section 7 KPIs.
786.	The solution shall save all chats in the system database and make the logs/details of those chats available via hyperlink to the Agent with the appropriate authorization.
787.	The System shall support and the Contractor shall configure automated chatbots to handle self-service to the highest degree possible, aligning with self-service and quality goals.
788.	The system shall support, and the Contractor shall configure live Agent auto-response entries for commonly asked questions for response to the customer, and to support accuracy and expedite handle times.
789.	Any customer credentials, or details pertaining to the reason for the customer's engagement that are keyed/entered by the customer shall be passed through to the Agent and to other integrated systems, avoiding duplication of customer entry or response.
790.	The chat feature shall adhere to all current and future PCI-DSS regulations.
791.	The chat shall be configured so that electronic payment information keyed by the customer is encrypted, and not shown to the Agent or stored in the database.
792.	The system shall support field validations, upon customer entry, for instance but not limited to, phone number, payment amount, and email address.
793.	A live chat Agent shall have access to the same tools (i.e., Knowledge Base tools, tips, hints and guides) as a phone Agent.
794.	The chat tool shall support survey functionality that allows NCTA to develop and deploy customer surveys, report on survey results (both in accrual or in real-time) and provide other means for customer feedback.
795.	The chat tool, shall provide web-based dashboard functionality that allows supervisors, managers and other NCTA personnel the ability to see and report on chat session metrics, team quality measurements, and other functionality as defined by NCTA during system design.
796.	The chat tool shall include workflow and queue management tools to manage scheduling and monitoring of contact center Agents' performance.

5.1.7. Knowledge Base

A strong Knowledge Base tool shall provide customers and Agents with self-service resources, tutorials, and step-by-step guides. Access to a Knowledge Base shall allow customers and Agents to solve issues independently and consistently. The Contractor shall work closely with the NCTA staff and designees to design and build a Knowledge Base that supports both self-service and agent-assisted interactions, ensuring content accuracy and accessibility.

The Contractor's Knowledge Base tools shall include at a minimum:

REQ. No.	Requirement Description
797.	The solution shall support the creation and access to versioned articles, workflows, FAQs, templates, approval flows, tagging, synonyms, relevance tuning, multi-language and RTL layout support were required.
798.	The solution shall include a hybrid search (keyword + semantic) with citations and confidence scores, scoped retrieval by role/team, publish timestamps and decay policies, and reindex KPI ≤ 15 minutes post change.
799.	The solution shall support and integrate agent-assist surfacing with one-click insert into email/chat, linkage to case/interaction records, and SEO-friendly public help center with federated search.
800.	The solution shall provide analytics on article efficacy (view-to-success, abandonment, feedback loops) and A/B testing of article variants.

5.1.8. Integration to Other NCTA Systems

The following Requirements define the Contractor's obligations for integrating the proposed CCT solutions with NCTA's open APIs to access, exchange, synchronize, and operationalize all data needed to support customer service. The Contractor's solution shall securely consume NCTA's open APIs, support scalable and maintainable integrations, preserve data quality and fidelity, and enable complete and timely access to all authorized data domains required for production operations, support, reporting, and future extensibility.

The introduction of CCT technology solutions must be appropriately planned and managed to mesh with the changes that are occurring with other NCTA system modifications. Depending on the Contractor's approach to delivery, the integration efforts should be considered for both the existing BOS (NTP1: Part B) as well as the new TISDSR (NTP2). The Contractor should consider the impacts of integrating with the existing BOS, and with the TISDSR for the full implementation of all proposed technology solutions and features. The approach for integration should be done in a manner that brings a cost effective, and viable solution to the customer service operations and to the Project as a whole.

REQ. No.	Requirement Description
801.	The Contractor shall integrate with NCTA open APIs to access all required data for operations, workflows, AI, reporting, and support, identifying all necessary APIs across relevant data domains supporting real-time data exchange
802.	The solution shall securely consume APIs using industry-standard authentication, authorization, encryption, and secrets management (e.g., OAuth 2.0, token-based auth, mTLS).
803.	The solution shall support multiple integration patterns (real-time, near-real-time, batch) and RESTful APIs, identifying any required middleware or integration components.
804.	The solution shall support read/write API operations while preserving data fidelity, business context, relationships, and timestamps.
805.	The solution shall support data synchronization (full and incremental), mapping, transformation, validation, normalization, enrichment, and documentation of source-to-target mappings.

REQ. No.	Requirement Description
806.	The solution shall ensure resiliency through retry logic, error handling, idempotency, duplicate prevention, reconciliation processes, and degraded-mode handling.
807.	The solution shall support API lifecycle management, including schema evolution, versioning, backward compatibility, and migration across all technical environments
808.	The solution shall ensure secure, compliant use of API data, including for AI functions, and provide access to both historical and real-time data as required.
809.	The solution shall support scalable, maintainable, and extensible API integration architecture aligned with performance limits, rate controls, and future growth.
810.	The Contractor shall identify limitations, dependencies, third-party components, and ensure use of NCTA open APIs over proprietary methods unless otherwise Approved.

5.1.9. Refresh Requirements

The following Requirements are intended to ensure that all components of the proposed CCT solutions remain current, supportable, secure, and operationally effective throughout the term of the Contract. The Contractor shall maintain the solution in a modern and fully supported state through regular updates, refresh activities, lifecycle management, compatibility maintenance, and proactive planning for obsolescence, end-of-support conditions, and evolving business and technology needs.

REQ. No.	Requirement Description
811.	The Contractor shall maintain all platform components, integrations, and services in a supported/ non-EOL state and provide a lifecycle management plan covering versioning, patching, upgrades, and retirement.
812.	The Contractor shall ensure compatibility, dependency management, and currency of all components, including third-party libraries, operating systems, runtimes, and integrations.
813.	The Contractor shall support proactive remediation of technical debt, obsolescence management, and regular technology health reviews, including risks and modernization recommendations.
814.	The Contractor shall maintain a robust security and vulnerability management program, including patching, encryption, identity controls, certificate/token lifecycle management, and compliance with security standards.
815.	The Contractor shall maintain observability, monitoring, dashboards, alerts, and runbooks aligned with current platform behavior and dependencies.
816.	The Contractor shall maintain up-to-date documentation, training materials, and communication standards, including release notes, impact summaries, and stakeholder notifications.
817.	The Contractor shall maintain DR, continuity, performance, and capacity management practices, including testing, scaling, and workload alignment.
818.	The Contractor shall provide governance, change advisory processes, communication standards, and ensure modernization activities meet defined service-level acceptance criteria.
819.	The Contractor shall maintain inventory and lifecycle controls for all components and support retirement of redundant assets to reduce risk and complexity.

REQ. No.	Requirement Description
820.	The Contractor shall provide reporting on modernization posture, including patch compliance, version status, vulnerabilities, and technical debt.
821.	The Contractor shall support modernization of NCTA-managed and AI-related components, including model governance, prompt/configuration control, and validation of AI outputs.
822.	The Contractor shall support periodic review and refresh of AI knowledge sources, indexes, and retrieval configurations.
823.	The Contractor shall ensure that all solutions and systems are maintained with version currency of N-1.

5.2. Technology Delivery

The Contractor shall manage all aspects of the technology delivery, including the full range of responsibilities to support the design, development, testing, implementation, and ongoing support of the selected technology solutions in order to align with the organization’s business objectives. It encompasses all technical and operational work necessary to ensure that solutions meet defined business requirements, quality standards, security expectations, and long-term sustainability goals.

5.2.1. Design & Development

The Contractor shall work to understand the Requirements and create design materials that demonstrate understanding, as well as detail the expected planned design with a goal to complete a final developed solution. The Contractor shall collaborate with the NCTA staff and representatives to validate Requirements, confirm integration points, and optimize the end-state solution for usability and performance.

The Contractor is required to coordinate and work collaboratively with NCTA, their existing operations contractor, BOS contractor, Project consultants and other NCTA contractors to assist in the final design and implementation of the required solution. Design materials shall follow the specifications set out in **Part III, Scope of Work & Requirements**, Section 3 Project Documentation. Upon completion of this Design & Development Phase of the Project, the Contractor shall move forward to the Testing & Acceptance Phase.

5.2.1.1. Procurement & Commissioning

The Contractor shall assemble and receive Approval for all designs including the proposed Bill of Materials (BOM). The BOM shall describe all products that the Contractor is leveraging to supply their proposed final solution, and which was described in their Proposal. The BOM shall include a description of the product, the purpose, the license version, and the cost.

The Contractor shall select products that collectively can meet all the Requirements of the RFP at a minimum. Any features that the Contractor includes beyond that which is required, shall become part of their final solution to be delivered as proposed. The BOM must be Approved by NCTA before any purchases or procurements are made. Any changes made to the BOM at any time must be presented to NCTA for re-Approval before any purchases are made and before any commission or installation is coordinated.

REQ. No.	Requirement Description
824.	All software, hardware, infrastructure, tools and other technical components part of the overall solution shall be licensed through the Contractor in NCTA's name.
825.	NCTA does not have an on-premises hosting environment therefore solutions shall be cloud-hosted and compatible with NCTA's BOS and TISDSR which is hosted on Microsoft Azure.
826.	The Contractor shall favor Commercial-Off-the-Shelf (COTS) products and shall minimize customizations and solutions not supported by the COTS vendors.
827.	The Contractor shall be responsible for developing a Detailed Design Document (DDD) which outlines the As-Intended To-Be Design BOM.
828.	BOM Content and Baseline Consistency - - The Contractor shall develop a comprehensive BOM that includes all equipment, hardware, software, and third-party components required for the solution. - The BOM shall provide detailed descriptions including version and license information, support and maintenance agreements, and identification of all third-party tools, agents, middleware, libraries, and managed services. - The BOM shall incorporate all items included in the Contractor's proposal and shall serve as the baseline for the Approved technology solution. - Any deviations between the BOM in the Contractor's Proposal (Exhibit E) and the Detailed Design BOM shall require NCTA Approval.
829.	The Contractor shall deliver a complete solution that meets all NCTA documented Requirements. In addition, all features, functions, capabilities, integrations, reports, configurations, or performance characteristics presented, described, or demonstrated by the Contractor—whether in written proposals, oral presentations, demonstrations, or other evaluation activities—shall be considered part of the Contractor's proposed solution and shall be included in the final delivered base solution. These features shall not be treated as optional, add on, premium, or future enhancements and shall be provided without additional cost or licensing fees.
830.	BOM Maintenance - The Contractor shall submit all BOMs, including any proposed changes, for NCTA Approval prior to procurement or modification. - The BOM shall be maintained, updated with changes, and reviewed at least semi-annually. - The Contractor shall provide annual innovation roadmaps, with all changes subject to BOM governance and Approval processes.
831.	The Contractor shall procure, provision, and coordinate delivery of all required components, ensuring timely availability for Project delivery dates and no reuse without NCTA Approval.
832.	The Contractor shall manage all licenses, including tracking versions, renewals, and end-of-support, and provide at least six (6) months advance notice of impacts
833.	The Contractor shall provision, install, integrate, and fully test all solution components (including cloud infrastructure) in non-production environments prior to production release.

REQ. No.	Requirement Description
834.	Upon Approval, the Contractor shall complete production installation per the implementation plan and ensure readiness for acceptance.
835.	Following the completion of provisioning and implementation, the Contractor shall coordinate system walkthroughs with NCTA of all installed components and document issues via a punch list, resolving all items prior to acceptance.
836.	As part of the BOM, the Contractor shall provide a current support matrix identifying supported browsers, client versions, mobile access methods, and third-party dependencies applicable to the selected technology solutions/system.

5.2.1.2. Design

The Contractor shall work to understand the Requirements through discovery and workshops, and create design materials that demonstrate understanding, as well as detail the expected planned design with a goal to complete a final developed solution. Once the designs are complete and Approved by NCTA, the Contractor can begin the development of these solutions, ensuring alignment with the proposed design.

Additional information related to the current and future system API specifications can be found in **Attachment I: BOS Telephony APIs**. Design documentation Requirements are defined in Part III, Section 3 Project Documentation.

REQ. No.	Requirement Description
837.	The Contractor shall develop and submit the Detailed Design Document (DDD) in accordance with the document delivery schedule found in Table III-3: Project Documentation & Schedule .
838.	The Contractor's solutions shall integrate through NCTA's APIs.
839.	Once the design is complete and Approved by NCTA, the Contractor shall progress forward into the development of the solution in alignment with the proposed design.
840.	Requirements Management and Traceability - The Contractor shall utilize the RTM and best practices for Requirements gathering, tracking, and mapping to ensure full traceability of functional and non-functional Requirements. - The Contractor shall track all Requirements, design artifacts, user stories, test cases, and test results using an electronic tracking/ticketing system (e.g. Jira) integrated with NCTA's ServiceNow system.
841.	The Contractor shall collaborate on core elements of the system design, the system design and development process, and coordination with other stakeholders.
842.	The Contractor shall ensure that all user interfaces are intuitive, role-based, accessible, and optimized for efficient Case handling, customer interactions, workflow execution, and operational administration.
843.	The Contractor shall develop and maintain detailed user interface concepts, wireframes, mockups, prototypes, and final design artifacts for NCTA review and Approval. All designs

REQ. No.	Requirement Description
	shall reflect NCTA branding standards, support a consistent and cohesive experience across channels and functional modules, and clearly demonstrate how the proposed solution will integrate with and consume NCTA's new Open API-based microservices, including presentation of data, workflow triggers, embedded actions, and real-time interactions enabled through those services.
844.	Data Integrity, Retention, and Audit compliance a. The solution shall ensure end-to-end data integrity, including guaranteed delivery of all data processed and stored data. b. The solution shall support comprehensive auditability of all system activities, including customer and Agent interactions, transactions, and related operational events (e.g. adjustments, credit card transactions, payments, etc.). c. The solution shall include automated support for data retention and legal hold requirements, including capabilities such as automated data migration to lower-tier storage, record deletion, and other retention management functions, as applicable to the proposed Case Management tool.
845.	System Monitoring and Performance Management a. The solution shall include end-to-end monitoring and tracking of all files, transactions, messages and other data processed through the system, as well as monitoring of all hardware and software components. b. The system shall support configurable performance monitoring, reporting, and tracking of defined KPIs.
846.	Integration Architecture Principles a. The solution shall be designed and developed to support scalability, high performance and ease of access while accommodating future growth. b. It shall be structured to enable extensibility and Interoperability, including use of autonomous services/APIs, integration with business intelligence and analytic platforms without impacting production performance, and future integration with AI, chat, chatbot, or similar technology.
847.	The Contractor shall provide required input necessary to configure various components of the solution, including but not limited to: system reports, ad-hoc reporting, IVA call tree, call routing (ACD), automated chat, chatbots, Knowledge Base, and other automated or AI tools.
848.	The Contractor shall monitor system design and document any integrated design functionality gaps or issues for NCTA and the related contractor's review.

5.2.1.3. Development

The Contractor shall be responsible for all development and programing of the finalized solution. This Work can begin once Approval is granted by NCTA for the proposed system/solution design. As described previously, the intent is to develop integrated solutions, with best-in-class features and functionality allowing NCTA to improve quality, efficiency and call handling objectives. Transparency into all design and

development efforts, and system improvement plans shall be required. The Contractor's approach to system development should be documented in the Project Management Plan (PMP).

REQ. No.	Requirement Description
849.	The Contractor shall manage the development and implementation of the Work following the approved PMP, and by assuring that all aspects of the plan and schedule are accomplished without any delays, problems or re-work due to poor quality assurance. Delays due to changes both within and outside the Contractor's control shall require the prior Approval of NCTA.
850.	Development Standards and Practices - - The Contractor shall use structured software development methodologies and standards and best practices, and shall apply sound engineering computer science, and mathematical principles to ensure efficient, reliable, and high-quality system development. - These methodologies shall also be used for defect resolution and to deliver any required functionality that should have been included in the system at acceptance in accordance with system Requirements.
851.	The Contractor shall develop the solution to allow for configurability for related thresholds, values, methods, parameters and/or settings so that they shall not require additional software development and major software testing effort.
852.	The Contractor may begin system development efforts prior to the design Approval by NCTA. However, any system development efforts conducted in parallel with design efforts is strictly at the Contractor's risk. The Contractor shall be liable for all costs related to any change if Contractor assumptions place the development in conflict with the Approved design or modified business policies.
853.	During the development activity, the Contractor shall coordinate with NCTA to develop a process to receive, review, accept and incorporate any feedback from NCTA and/or its designees into the design and development of the final solution, for usability and/or user interface during development to improve usability.
854.	Throughout system development efforts, the Contractor shall be required to submit development reports for NCTA review every two (2) weeks. Development reports shall include: the status of system development progress made, results of internal testing efforts, a list of defects discovered through internal system testing, and the status/priority of each defect at the time of the report's creation.

5.2.2. Testing

Testing is crucial for ensuring that the solution meets the needs and expectations of end users and that it functions correctly. Testing shall be accomplished in sequential stages to include unit testing, QA testing, UAT, and SAT. Each test shall focus on different aspects of the solutions readiness for deployment.

The Contractor shall be responsible for the creation of test cases and scripts to ensure proper test coverage. Testing should incorporate both manual and automated testing. UAT shall serve as the final gate before the

solution can be released for production use. SAT will occur once the technology is deployed into production and proven stable for at least 60 Calendar Days.

As part of the testing activities, NCTA shall engage their own Independent Validation and Verification (IV&V) test team. The Contactor shall work in collaboration with this team for NCTA's independent review of test case/scenario coverage and to validate test results. At the discretion of NCTA, the IV&V team may also execute the Contractor's approved test cases for confirmation and independent validation of results.

5.2.2.1. QA Manual & Automated Testing

QA testing shall ensure that applications meet defined standards of functionality, performance, security, and usability before deployment. The Contractor shall manage all testing as part of their SDLC and shall consider both manual and automated testing methodologies in support of unit, QA, regression, performance, and large-scale testing execution.

REQ. No.	Requirement Description
855.	Master Test Plan & Governance: The Contractor shall develop and execute a comprehensive Master Test Plan covering all testing stages (development through acceptance), including scope, methods, environments, and validation criteria Refer to Part III, Section 3 Project Documentation for specific Master Test Plan requirements and Table III-3: Project Documentation & Schedule for submittal date requirement.
856.	The Contractor shall conduct all testing, including, unit, QA (manual and automated), regression, performance, UAT, and SAT, ensuring system integrity, reliability, and functionality.
857.	Test Report: The Contactor shall be responsible for developing test reports for every test performed.
858.	Manual Testing (MAT) and Automated Testing (AAT): The Contractor shall use a hybrid approach for testing that includes Manual and Automated tests and create all test use case and scripts for Approval by NCTA. - The Contractor shall define the scenarios to be tested, including positive, negative, boundary, edge cases and performance cases. - The Contractor shall test APIs via tools like Postman, Curl Send requests to the API endpoints manually to verify functionality, response codes, and data. - The Contractor shall validate responses by comparing the API responses against expected outcomes including status codes, response formats (JSON/XML), and data accuracy. - The Contractor in case of test failures shall debug issues and document them for issue resolution. - The Contractor shall execute performance tests to validate the API under stress (e.g., using tools like JMeter or Locust). Exact volume shall be determined during design.

REQ. No.	Requirement Description
	f. Testing shall include established CI/CD pipelines, with automated testing including regression testing and vulnerability testing.
859.	The Contractor shall use production volume data in preparation and execution for system testing to ensure the integrated system satisfies service level targets under normal working conditions and determine and resolve failure points of the system.
860.	The Contractor shall be responsible for internal and external penetration testing in accordance with the current and future versions of PCI-DSS and producing vulnerability scan reports.
861.	The Contractor shall develop for NCTA Approval a Compensating Control Worksheet for all system vulnerabilities that cannot be remediated that will include: a. A risk-based scoring methodology; b. Compensating controls related to security; and c. Compliance requirements (including PCI-DSS, NIST CSF, and Statewide Information Security).
862.	The Contractor shall provide and maintain separate non-production environments throughout the duration of the Contract term as described in the Master Test Plan and utilized for separate and distinct testing from the UAT environment.
863.	All data stored within non-production environment shall be the property of NCTA and shall not be purged without prior authorization from NCTA.
864.	The Contractor shall coordinate with NCTA to determine a Priority level (critical-P ₁ , high-P ₂ , medium-P ₃ , low-P ₄) for each issue / punch list item identified during each test. NCTA must give approval for the setting of the priority. The Contractor shall be responsible for fixing and retesting Priority 1 and Priority 2 issues for NCTA's Approval before an individual test can be completed and Approved by NCTA.
865.	Priority Level Definitions: Refer to <i>Table III-4: Priority Level Definitions-CSCO</i> and <i>Table III-5: Priority Level Definitions-Technology</i> below for priority level definitions that include time to respond and time to complete repairs based on CSCO and technology, respectively.
866.	The Contractor shall be responsible for completing all corrective actions identified during a formal test and coordinating a retesting schedule with NCTA for lower priority items. If Approved by NCTA, items of lower priority may be retested or rolled into a future scheduled test.
867.	When NCTA has received all relevant documentation and deems that all punch list items have passed testing, the Contractor completes that test.
868.	The Contractor shall be responsible for producing a test observation log after every formal test. The observation log shall document all corrective actions that need to be taken to complete a formal test.
869.	Acceptance of any stage or aspect of testing shall not relieve the Contractor from their responsibility in meeting the complete functional and performance Requirements.
870.	NCTA reserves the right to withhold Approval of the test, pending completion of the required corrective actions.

REQ. No.	Requirement Description
871.	Throughout the life cycle of the Project, and during any test stage, the Contractor shall be required to submit internal test reports for NCTA review every two (2) weeks. Test reports shall include: the status of results of internal testing efforts, a list of defects discovered through internal system testing, and the status/priority of each defect at the time of the report's creation.
872.	During formal system testing, the Contractor and NCTA shall verify the system's compliance to the: a. Functional and business Requirements herein; b. System requirements document; c. System design documents; d. Data and reporting accuracy requirements; and e. Detailed test procedures/script.
873.	The Contractor shall be responsible for review and comment on services and solutions provided by related partner integrators, (e.g. Where services will cross environments/ownership) as directed by NCTA, for activities which could include but are not limited to: a. Design documents; b. Testing documentation; c. Test results documentation; d. Punch list documentation; e. IVA scripts / text; f. Operational, statistical, and performance reporting; g. Website text; h. User interface designs; i. User manuals; j. Training manuals; k. Configuration manuals; and l. Maintenance manuals

Table III-4: Priority Level Definitions-CSCO

CSCO Priorities	
Priority #	Definition
Priority 1 - Critical	Critical Issues that are customer facing or related to quality and cause a major operational disruption that severely impacts business continuity, customer service delivery, or regulatory compliance, workforce capacity and require immediate response and resolution efforts. • Issues that have a large-scale customer facing impact where customers cannot reach support or affect timeliness of customer response times (procedural, functional).

CSCO Priorities	
Priority #	Definition
	• Critical staffing issues (e.g. not able to meet staffing forecasts per Staffing Plan). • Customer-facing QA issues (e.g. incorrect audit samples size). • Procedures or services affecting KPIs (e.g. system/service availability), security or audit. • Critical reporting and analytics (daily). • Automated functions or tools that provide incorrect resolution or responses to customers. • Response Time: Communicate to NCTA within 30-60 minutes. • Repair Time: Status updates every 30-60 minutes until stable.
Priority 2 - High	Issues or errors in daily SOPs and procedures that involve significant operational impact caused by errors, gaps, or breakdowns in daily SOPs. These issues do not stop operations entirely but create measurable service degradation, customer risk, or sustained inefficiency. Results in moderate customer impacts where a workaround exists, but it is inefficient or temporary. • Issues with workforce management tools or services. • Processes or services that affect Agent performance and management. • SOPs that impact first contact resolution and content accuracy. • Corrections to Knowledge Base articles and/or processes that need to be planned and tested (but also have an immediate work-around). • Standard reporting and analytics (e.g. weekly reporting). • Response Time: Communicate to NCTA within 30-60 minutes. • Repair Time: 24 hours or next Production Day.
Priority 3 - Medium	Urgent tasks and improvements that include time-sensitive operational tasks, process gaps, or improvements initiatives that require attention but do not materially disrupt service delivery. Operations remain stable, KPIs are largely intact, and customer impact is minimal or indirect, but delay could lead to future performance issues if not addressed. • Agent coaching. • General reports and analytics (monthly) that are not considered critical or urgent. • Improvement for Knowledge Base articles and processes that have notable impact. • Improvements to SOPs and procedures that support targeted monthly KPI goals that are in jeopardy of being missed.

CSCO Priorities	
Priority #	Definition
	• Training updates for new features and refreshers. • Response Time: Communicate to NCTA within 1 Production Day. • Repair Time: 3-10 Production Days.
Priority 4 - Low	General planned work and modifications include non-urgent, planned operational work, enhancements, or modifications that have no immediate impact on service delivery, staffing stability, customer experience, or compliance. These activities are typically scheduled as part of ongoing operational optimization or routine maintenance. • Issues that affect ongoing training or onboarding of staff. • Enhancement requests and modifications for improvements (operational and functional). • Scheduled patches. • Modifications to procedures and processes. • Document updates. • Planned audits and reviews. • Response Time: Logged in tracker and completion date Approved by NCTA. • Repair Time: Monthly updates to NCTA.

Table III-5: Priority Level Definitions-Technology

Technology Priorities	
Priority	Definition
Priority 1 - Critical	Defined as any malfunction or fault that results in the loss of revenue due to: security breach, loss of audit data, loss of functionality that impacts the availability of the technology tools and their subsystems, or loss or corruption of Knowledge Base data. Provide a controlled process for emergency fixes and urgent configuration changes needed to restore operations. • Response-Repair Time: The Contractor shall have a two (2) hour time to respond and complete repair.
Priority 2 - High	Defined as any malfunction or fault that degrades the system performance but not the operational ability of the technical tools and their subsystems. It includes, but is not limited to inaccurate reporting, or loss of functionality that impacts access to data. • Response-Repair Time: The Contractor shall have a four (4) hour time to respond and complete repair.

Technology Priorities	
Priority	Definition
Priority 3 - Medium	Defined as any action or event that has the potential to result in a malfunction or degrading of the system performance but has not impacted performance and is not anticipated to immediately impact performance. ● Response-Repair Time: The Contractor shall have twenty-four (24) hour time to respond and complete repair.
Priority 4 - Low	Outages and tasks performed under an Approved Preventive Maintenance schedule shall be defined as Priority 4. The technical tools and their subsystems shall be available and fully operational within the Approved time schedule for such activities and upon completion of the preventive maintenance period. Delays and problems associated with not completing scheduled preventive maintenance within the specified window may be included in the Performance Requirement calculations. Any failures generated or resulting from preventive maintenance activities shall be accounted for as Priorities 1, 2 or 3 and be addressed in accordance with these Requirements.

5.2.2.2. UAT

The Contractor shall be responsible for completing all of the acceptance tests in coordination with NCTA and its designees. These formal tests shall be structured, organized events which are sufficiently scheduled to accommodate participation and observation by NCTA and its designees.

REQ. No.	Requirement Description
874.	It is the Contractor's responsibility to coordinate and schedule formal testing with NCTA at least thirty (30) Business Days in advance of any formal test.
875.	User Acceptance Testing: The UAT is intended to demonstrate to NCTA that the standalone functionality, accuracy, capacity, interfaces, modules and ease of use with simulated data to provide sufficient confidence to NCTA that a solution is ready to be integrated with the integration touch points. Should UAT testing rely on inputs or outputs from integration channels that are not available, these inputs and outputs shall be simulated in the UAT environment with Approval from NCTA.
876.	User Acceptance Testing-Continued: - The Contractor shall support NCTA's IV&V testing before NCTA Approves entry into UAT. - The Contractor shall schedule and coordinate a UAT test meeting(s) with NCTA stakeholders which includes a demonstration of tested functionality, as well as a test report review of completed tests. - The Contractor shall conduct UAT using NCTA Approved test case scenarios and procedures. It is the Contractor's responsibility to ensure that each requirement is certified and/or tested for compliance and reported on an updated RTM. - Upon completion of the UAT demonstration meeting, the Contractor shall submit a test report that details the results of the test to NCTA for review and

REQ. No.	Requirement Description
	Approval. NCTA shall determine if a re-test of the entire UAT or part of the UAT is required. e. Upon the successful completion of the UAT, any further changes to the software shall be fully documented and made only with the Approval of NCTA. f. The following Deliverables are required to complete the UAT test: i. Test Procedures and Scripts ii. User Acceptance Test Report iii. Master Test Plan iv. Updated RTM – with current mapping v. Training Plans and Documentation
877.	Performance and Stress Testing - The Contractor shall plan and execute a performance and stress test of the platform and CCT solutions to ensure the integrated system satisfies service level targets under normal and peak working conditions and determine and resolve failure points of the system. The test plan and results shall require the Approval from NCTA.
878.	User Interface Usability Test - The Contractor shall plan and execute a usability test, that will test the usability of user interface to demonstrate menu options, buttons, bookmarks, history, settings, report functionality and navigation flow of the solution (including the integration of the BOS and website) are easy to use and provide a satisfactory user experience. The test plan and results shall require Approval from NCTA.

5.2.3. Implementation & Transition

The Contractor shall support integration and validation for end-to-end functionality including the implementation and connection of interfaces with other partners and tools. This phase also incorporates the readiness and approval for the system/solutions to Go-Live into production. The transition activities can begin in parallel with UAT testing, however actual transition and production Go-Live can only occur after Approval has been provided by NCTA.

5.2.3.1. Integration

The Contractor shall integrate with production systems and services provided by others. The Contractor shall coordinate with NCTA and others, as necessary, to complete and validate the integration touch points as part of the Implementation & Transition Phase, for any and all of the CCT solutions the Contractor is promoting to production.

REQ. No.	Requirement Description
879.	The Contractor shall coordinate activities, and cooperate reasonably, with NCTA, other active contractors, subcontractors, consultants and representatives retained by NCTA for the implementation of defined solutions and services.
880.	The integration activities can begin in parallel with final UAT testing to prepare systems, services and operations teams for a transition.
881.	The Contractor shall assist related contractor(s) by providing required input necessary to configure and test various components, including but not limited to system reports, ad-hoc reporting, the user application and the IVA call tree.

REQ. No.	Requirement Description
882.	The Contractor shall be responsible for implementing the tool(s) that NCTA has Approved, including all required monitoring and logging necessary to support technology and operational analysis and performance reporting.
883.	The Contractor shall ensure the integration and connectivity of their provided solutions and services are properly integrated and tested with the BOS, middleware providers, third-party external interfaces, etc., prior to Go-Live production transition.
884.	The Contractor shall ensure the installation of any system software and subsystems, configuring and integrating system and communication components, required to bring solutions and systems online.
885.	The Contractor shall request and must receive Approval by NCTA for any integrated release scheduled for production.

5.2.3.2. Training

Final training and documentation shall be required in order for the Contractor to start transition and deployment of CCT solutions and systems. The Contractor shall be responsible for creating a comprehensive set of training materials that are relevant to the systems being deployed. This shall include procedures, user roles, and security roles.

REQ. No.	Requirement Description
886.	The Contractor shall be responsible for coordination with NCTA to develop a training schedule, and to identify all NCTA and CSCO staff who will require training on the application solutions and systems.
887.	The Contractor shall coordinate final documentation and training for users responsible for operating the systems and solutions, including but not limited to: a. Training Materials b. Help Systems c. How-To guides d. User Manuals
888.	NCTA may require revised training materials at no additional cost if initial submissions are incomplete or of insufficient quality.
889.	The Contractor shall develop, maintain, and deliver comprehensive training programs and materials covering system design, operation, administration, maintenance, and support, subject to NCTA Approval.
890.	The Contractor shall provide ongoing training for current and new staff on all systems and updates throughout the Contract term.
891.	The Contractor shall use a blended training approach (e.g., classroom, hands-on, system-based, and train-the-trainer), conduct training locally or as Approved, and manage scheduling with sufficient notice.
892.	The Contractor shall allow NCTA personnel to attend, record, and reuse training materials for internal purposes.
893.	The Contractor shall regularly update training materials and provide annual refreshes, including abridged reference guides.

REQ. No.	Requirement Description
894.	The Contractor shall provide knowledge transfer and documentation for administrators and support staff, including system maintenance, configuration, troubleshooting, and operational tasks.
895.	The Contractor shall define responsibilities by identifying which maintenance and support tasks can be performed by NCTA staff versus those requiring Contractor involvement.
896.	The Contractor shall ensure training Requirements are validated, tested, and tracked for compliance.

5.2.3.3. Transition

The transition activity entails transferring systems from concept and development to operational environments, and for transitioning between current and new defined Services. The Contractor shall work closely with the solution provider of the TISDSR and B2B partners to complete all necessary transition activities to interface the Case Management tools and CCT solutions.

The Contractor should review the scope for NTP1: Part A and Part B, and NTP2, and plan appropriately. The Contractor shall be responsible for recording and managing all tasks required to transition their solutions to production, following their documented and Approved Transition Plan, and to assist NCTA with the removal of the current systems and services that are replaced or no longer necessary.

REQ. No.	Requirement Description
897.	The Contractor and NCTA shall jointly develop and adhere to an Approved implementation and transition plan and schedule.
898.	The Contractor shall execute all implementation, integration, training, and transition activities through Go-Live in accordance with the Approved PMP and related installation and transition plans.
899.	The Contractor shall provide a Transition Plan, to be reviewed and Approved by NCTA. See Part III, Section 3.5.7 Technology Transition plan for details.
900.	The Contractor shall manage the transition from the existing services to the Contractor's approved technology solution, including the transfer of telephony services, circuits, Direct Inward Dial (DID) phone numbers and 800 numbers, carriers, etc. as applicable.
901.	The Contractor shall lead data conversion, migration, validation, integration and ensure secure handling of data during transfer, processing, and storage.
902.	The Contractor shall ensure system readiness for Go-Live, including infrastructure setup, configuration, performance and stress testing, security validation, PCI –DSS certification, user access setup and backup/recovery procedures.
903.	The Contractor shall conduct a full pre-Go-Live dry run (at least five (5) Business Days prior), validate all systems and roles, document results, and provide a punch list of issues with resolution plans.
904.	The Contractor shall resolve all punch list items and complete retesting prior to Go-Live, unless otherwise Approved by NCTA.

REQ. No.	Requirement Description
905.	The Contractor shall confirm that the infrastructure is ready for cutover, which shall include but not be limited to: a. Performance testing to ensure that the integrated system satisfies service level targets under normal workloads. b. Stress testing of the application to determine failure point(s) of the system under extreme levels of usage. c. Final configuration of all tools, user roles, user setup administration roles, and user credentials. d. Vulnerability scans, and PCI testing is complete.
906.	The Contractor shall be responsible for coordinating with NCTA on the prioritization of items on the punch list, fixing/addressing the items and conducting any system retests as necessary.
907.	Unless Approved by NCTA, all items on the punch list shall be complete prior to transition and Go-Live.
908.	The Contractor shall provide final documentation to receive NCTA's Approval to transition, including but not limited to: a. Transition Plan b. Completed user training for CCT solutions c. Approved UAT report d. Updated security configurations documents e. Approved PCI - AOC and vulnerability assessment scan reports • Final penetration testing reports • Final compensating control worksheets

5.2.3.4. Go-Live

The Go-Live activity is designed to manage the tasks of cutting over systems or services into an official operational production capacity. Once the system and Services are declared ready, and approved for Go-Live, the Contractor shall take necessary steps to bring the selected systems and services online.

REQ. No.	Requirement Description
909.	The Contractor shall develop and execute a detailed Go-Live (cutover) plan aligned with the Approved schedule and transition plan, including hour-by-hour activities and staffing.
910.	The Contractor shall minimize downtime during cutover and deployments.
911.	The Contractor shall coordinate Go-Live timing, stakeholder communications, and touch point calls, status updates, and obtain formal NCTA Approval, including a documented "Go" decision.
912.	The Contractor shall implement post-Go-Live monitoring, including a defined hypercare period (agreed with NCTA), dedicated support resources, and feedback mechanisms.

REQ. No.	Requirement Description
913.	The Contractor shall validate all production releases immediately after deployment and resolve issues based on severity (Priority 1/Priority 2 immediate correction; Priority 3/Priority 4 prioritized resolution with NCTA coordination).
914.	NCTA retains the authority to request rollback of any release if system stability or operations are impacted, which shall be handled as a Priority 1 severity.
915.	Upon successful deployment <u>of any CCT component</u> , the Contractor shall transition to hypercare <u>for the System Acceptance period. Upon SAT approval, applicable technology and then to O&M, after which applicable</u> O&M Services may be billed.

5.2.3.5. System Acceptance

REQ. No.	Requirement Description
916.	System Acceptance Testing: The Contractor shall plan for and schedule a SAT test execution demonstration and walkthrough of Deliverables using an Approved set of SAT scripts. If any open items remained because of UAT testing, a demonstration of working functionality shall also be required. The system acceptance is the final testing activity and occurs for a period of sixty (60) Calendar Days once the CCT solutions are released into production. SAT shall confirm all interfaces, integration touch points, security and all required Services and solutions are working and are stable in production. The system acceptance can be coordinated by the Contractor after the following is complete: - The Contractor shall submit and receive Approval on SAT test scripts for each functional solution being installed. - The Contractor shall submit resolution or retest report of all the punch list items identified during the previous stages of test. - The Contractor shall have performed and received Approval of performance and stress testing. - The Contractor shall have performed and received Approval on the system user interface usability test. - The Contractor will have requested and received Approval to release CCT solutions into production.
917.	System Acceptance Test Report Approval - System Acceptance Test Approval can be requested when the following conditions are met: - The successful completion of a 60 Calendar Day monitoring period post Go-Live. <u>Test report is submitted and Approved proving successful execution against the SAT test plan.</u> <u>The Contractor must demonstrate operational performance, including achievement of applicable KPIs and overall service quality.</u> <u>The Contractor's finalization of all required testing documentation and artifacts, and testing punch lists for NCTA review and Approval.</u>
918.	Should any issues or defects be discovered after the service has been accepted, the Contractor shall go through the processes described in their Software Development Plan

REQ. No.	Requirement Description
	located within the PMP with regard to configuration management, code update and release. The Contractor shall never change the system without prior authorization from NCTA.
919.	Upon the successful completion of SAT, any further changes to the software shall be fully documented and made only with the Approval of NCTA.
920.	System Acceptance Approval - NCTA shall, at its sole discretion, determine whether the Contractor's system meets the acceptance criteria. System Acceptance Approval can be requested when the following conditions are met: a. Approved System Acceptance Test Report b. Approved final RTM c. Approved final punch list d. Approval of all Project Documentation e. Approved As-Built Design Documents (NTP2) f. Approved Monthly Status and KPI reports submitted during SAT <u>Note:</u> Approval of Project Documentation is required as defined in Part III, Section 3 to receive Approval of System Acceptance.

5.2.4. O&M and Continuous Improvement

The Contractor shall plan for and manage ongoing maintenance, support, and oversight of the CCT solutions, systems, services and environments during the O&M and Continuous Improvement Phase. This includes sustaining the performance, availability, and reliability of all Contractor-provided systems and Services as well as managing ongoing integration updates when improvements and modifications are introduced.

In support of continuous improvement, the Contractor shall be required to attend joint design sessions with NCTA and other contractors, and NCTA designees to understand Requirements and changes that may impact the solutions and Services that they are providing. The Contractor shall manage appropriate reconfigurations and testing to support these changes. Modifications that result in a substantial change of scope would be considered under prevailing task order agreements.

REQ. No.	Requirement Description
921.	The Contractor shall continue to monitor and report on all required KPIs while executing continuous improvement activities focused on system stability, performance optimization, and controlled enhancements.
922.	The Contractor shall provide support for Severity 1 and Severity 2 incidents 24X7X365.
923.	The Contractor shall notify NCTA of any operational or technology service disruptions or degradations failures immediately, including the reliability of the platform, voice quality, routing accuracy, and consistent performance across all digital and voice communication channels throughout the term of the Contract.

REQ. No.	Requirement Description
924.	The Contractor shall collaborate with the NCTA and other NCTA operations partners to evaluate and recommend continuous operational and technology advancements which shall be shared through an innovation roadmap.
925.	The Contractor shall manage appropriate cross-platform technical orchestration and reconfigurations and testing to support modifications made to integrated systems which affect their CCT solutions. This includes optimization of IVA and conversational AI experiences and necessary retuning.
926.	The Contractor shall provide dashboards/reports available to NCTA for maintenance status, incidents, and service trends.

5.2.4.1. System Maintenance

Maintenance and operational support for CCT solution(s) encompasses all activities required to ensure the continuous, reliable, and optimized functioning of the deployed technologies. This includes proactive monitoring, troubleshooting, updates, and enhancements across the entire CCT ecosystem. The goal is to maintain high availability, minimize downtime, and deliver consistent performance aligned with business objectives and customer experience standards.

REQ. No.	Requirement Description
General Scope of Maintenance	
927.	The Contractor shall manage O&M activities, as documented in the Approved Maintenance and Support Plan (see Part III, Section 3.5.8.), including 24x7x365 end-to-end maintenance across all CCT solutions and systems, including but not limited to: a. Monitoring and alerting b. Incident response and management c. Preventative and corrective care d. Patching and version control management e. Performance optimization, f. Configuration/change management, g. Roles management h. Security management i. Adherence to PCI and SOC II Type 2 compliance
928.	All of the Contractor supplied CCT solutions and environments, shall be included in the scope of maintenance.
929.	The Contractor shall provide regular reporting for system health, incidents, performance, and operational metrics for all CCT solutions as documented in the Maintenance and Support Plan and provide a single point of contact for reporting issues found from NCTA or CSCO staff.
930.	The Contractor shall provide documentation updates (runbooks, mappings, schema docs updated with each change) and provide training/knowledge transfer for NCTA operators on CSCO impacting modifications.

REQ. No.	Requirement Description
931.	The Contractor shall validate Interoperability and compatibility across all connected systems.
Continuous Improvements & Innovation	
932.	Contractor shall create a process to actively solicit feedback from users as well as analytical reports, to determine any necessary modifications for improvement to the tool or articles, to maintain Knowledge Base accuracy and implement continuous improvements.
933.	The Contractor shall drive ongoing enhancements including technology upgrades, process optimization, and roadmap alignment.
934.	The Contractor shall provide annual innovation roadmaps for NCTA review, which support modernization initiatives aligned with NCTA strategic objectives and goals.
935.	The Contractor and NCTA will work collaboratively to review Contractor recommendations. NCTA has sole authority on the selection of any recommendations provided by the Contractor.
936.	Any recommended innovations that are accepted shall include consistent quality checks of all automation and AI configurations and responses, as well as ongoing tuning and corrections to ensure accuracy and usability of the tools and features.
937.	The process of reviewing, accepting and implementing recommendations for improvements shall include a plan for ongoing technology support.
Disaster Recovery	
938.	The Contractor shall perform necessary DR exercises and schedule periodic DR testing in accordance with the Approved DR plan.

5.2.4.2. Technology Integration During O&M

During O&M, NCTA may propose and implement system improvements, enhancements, or technology updates to the CCT as well as to other NCTA systems. Any CCT improvements must be designed, developed, tested, and deployed in a manner that preserves seamless interoperability with existing systems and external interfaces.

The Contractor is responsible for proactively identifying integration impacts associated with proposed improvements and for coordinating with the NCTA and any affected third-party system owners. This includes support for interface modifications, regression testing, validation, documentation updates, and cutover planning necessary to maintain continuous operations.

REQ. No.	Requirement Description
939.	The Contractor shall design, configure, and support all integrations with the TISDSR OpenAPI layer in accordance with NCTA specifications, standards, authentication methods, and versioning Requirements.
940.	The Contractor shall document all integration details, including API endpoints, data structures, authentication, error handling, transaction patterns, mappings, transformations, and business rules.

REQ. No.	Requirement Description
941.	The Contractor shall ensure secure, compliant integrations using industry-standard controls (e.g., encryption, token-based authentication, certificate management, least-privilege access).
942.	The Contractor shall support API lifecycle management, including versioning, schema updates, deprecations, and backward compatibility throughout the Contract term.
943.	The Contractor shall provide full implementation and operational documentation, including configuration, dependencies, monitoring, failure recovery, and maintenance procedures.
944.	The Contractor shall identify and manage any required third-party integration components, including associated licensing and dependencies.
945.	The Contractor shall ensure integrations are fully tested, documented, and production-ready, with defined cutover, rollback, and stabilization procedures prior to acceptance.
946.	The Contractor shall ensure all integration activities and data exchanged via OpenAPI comply with governance, security, privacy, audit, and records management requirements.
947.	During O&M, the Contractor shall manage integrations through established governance and change management processes, ensuring compatibility, minimal disruption, and coordination with all stakeholders.
948.	The Contractor shall ensure enhancements and releases do not negatively impact existing integrations, maintaining reliability, security, and operational continuity.
949.	Integrations and releases during O&M shall be planned with all applicable stakeholders, including but not limited to: NCTA, operations staff, TISDSR vendors, and other interface vendors affected by the proposed release.
950.	Integrations and releases during O&M shall be done with minimal operational disruption, service degradation, and integration shall remain secure, reliable, and supportable throughout the lifecycle of the system.

5.2.4.3. Disaster Recovery

This Disaster Recovery (DR) section defines the Requirements for maintaining service continuity for the CCT solutions during major outages or disruptive events. The objective is to ensure resilient architecture and an actionable, documented DR capability that protects availability and data integrity across all critical components, including customer interaction routing, Case workflows, recordings/transcripts, knowledge services, AI components, and integration pathways.

The Contractor shall define and meet agreed to recovery objectives (RTO/RPO), implement secure backup and replication controls, validate failover/failback procedures through regular testing, and maintain current DR documentation and runbooks.

REQ. No.	Requirement Description
951.	The Contractor shall create a DR plan for all CCT solutions, that clearly defines DR scope, dependencies, governance, recovery roles and responsibilities, and the procedures required to sustain or restore essential business functions under adverse conditions
952.	The DR plan and annual test plan shall include measurable and verifiable recovery performance and operational readiness objectives and goals.

REQ. No.	Requirement Description
953.	The Contractor shall support <u>execute</u> DR testing for the technology <u>solutions and</u> platforms <u>that they supply</u> and provide test results upon request as defined in the Approved Disaster Recovery Plan.
954.	All systems and solutions provided by the Contractor shall be regularly backed up to prevent loss of information in the event of a system crash or other disaster. The backup and restore process should be tested in accordance with the Approved Disaster Recovery Plan.
955.	Annual Disaster Recovery testing shall be coordinated in advance with the CSCO staff and NCTA and shall not interrupt production systems.
956.	The Contractor shall provide governance and evidence—such as test results, corrective action plans, and continuous improvement activities—to ensure the DR program remains effective as the environment changes, and that recovery execution is auditable, repeatable, and aligned with the NCTA’s risk tolerance.
957.	DR testing shall support multi-region considerations: endpoint selection, failover behavior, and data consistency for integrations in DR scenarios.
958.	The DR testing shall include testing for integrations, including verifying connectivity, credentials, and replay/backlog handling after failover.
959.	The Contractor shall provide incident notification of KPIs, RCA, and corrective actions; implement encrypted/immutable backups; documented RPO/RTO; regular DR tests; and auditable restore activities.
960.	<u>NCTA expects an RTO of 1 hour, and an RPO of 5 min. The Proposer shall include this requirement for</u> NCTA shall review and Approve <u>Approval</u> all RPO/RTO recommendations as part of design.

6. Project Completion

The Contractor acknowledges that the Services it provides under the terms of this Contract are vital to the successful operation of the NC Quick Pass Program, and that said Services shall be continued without interruption through transition to a new operations contractor ('successor'), if required.

Project completion shall be deemed to have occurred when all obligations under this Contract have been successfully performed by the Contractor, including but not limited to: all retentions owed to the Contractor have been released by NCTA and, when NCTA has delivered a Notice of Project Completion (NOPC). To obtain NOPC, the Contractor shall provide end of Contract transition support to a new operations contractor as outlined in the Requirements below.

The Contractor is responsible for assisting NCTA with an orderly transition from the Contractor to a new operations contractor ('successor'). Compensation for this support shall be paid as extra work and negotiated with NCTA through a Succession Plan approved by NCTA at the time of Project completion.

6.1. Project Closeout

REQ. No.	Requirement Description
961.	Project Closeout: To begin Project Closeout, the Contractor shall provide: - Schedule Knowledge transfer for system support and operations management procedure to NCTA and/or the successor. - Contractor shall deliver a final report that documents results of achievements and measurements, lessons learned and areas of recommended improvement. - Submit all Project As-Built Deliverables and operational materials that have been updated/modified throughout the course of the Project. This includes, but is not limited to: SOPs, operational business design documents, manuals, etc. to ensure these documents properly reflect the current operating processes and system functionality.
962.	Final Audit for Project Closeout: The Contractor shall permit and support 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 to the Contractor. The audit shall be performed 90 Calendar Days prior to completion of the Project. - 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.
963.	The Contractor shall maintain a secure, centralized electronic repository hosted within the Contractor's environment for all documents, records, plans, designs, configurations, reports, meeting materials, testing artifacts, training materials, operational procedures, and other Deliverables related to the Services provided under this Contract.
964.	The Contractor shall preserve any records related to this Contract for the entire term of the Contract and <u>shall transfer records to NCTA</u> for a period of three (3) years after the later of: - Completion of the Contract, - Until all claims (if any) regarding the Contract are resolved, or - Expiration of the Qualification Package Records and Contract records' status as public records. <u>Note:</u> Failure to maintain the required repository or to provide timely access to documents shall constitute non-compliance with the Contract Requirements.
965.	The Contractor shall coordinate with NCTA and the successor to enable the successor to conduct onsite inspections of the NCQP CSCs and WICs and any other facilities prior to and during transition of operations.
966.	The Contractor shall, as appropriate, assign any required facility leases, licenses, supporting Services contracts, utilities, communications, and any other support contracts to NCTA, the successor, or their designee as directed by NCTA.
967.	The Contractor shall be required to update Contract related business process documents, SOPs, and other related documentation as a part of the transition process.

6.2. Transition to Alternative Vendor

REQ. No.	Requirement Description
968.	In the event that this Contract is terminated for convenience or default or upon the Contract completion date or expiration of the Contract Term or any extensions thereof, the Contractor shall collaborate with NCTA to facilitate a seamless succession to the NCTA's selected successor for the Services, whether the successor is NCTA or a third-party. - It is critical that close coordination with interfacing contractors, vendors and/or other agencies as directed by NCTA occurs throughout the term of this Contract. - Contractor shall fully cooperate with NCTA and the parties to all other contracts and carefully integrate and schedule its own Work with said parties. - The Contractor shall work closely with NCTA and any other contractors who will be working for NCTA for the purpose of coordinating any activity which may affect both contractors.
969.	Such transition assistance shall be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance.
970.	If NCTA determines that additional Services by Contractor are necessary after the expiration of the Contract to facilitate a seamless succession, the Contractor shall also provide for up to six (6) months after the expiration or cancellation of the Contract additional transition assistance requested by NCTA, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees.
971.	If additional Services, outside of the Requirements in this Contract, are required and requested by NCTA, NCTA shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.
972.	To complete Project Closeout, the Contractor shall provide a knowledge transfer for system support and operations management procedure to NCTA and/or a successor.

7. Key Performance Indicators

To ensure consistent service quality and accountability, this RFP establishes a structured framework of Key Performance Indicators (KPIs). These KPIs are designed to measure the Contractor's performance across critical service areas and to align operational outcomes with NCTA's objectives.

KPIs in this RFP are divided into two categories: 'Liquidated Damages KPIs' and 'Point-Based Assessment KPIs'. The purpose of this framework is to allow for and support early detection of emerging trends, avoid fewer surprise escalations, and develop appropriate recovery plans. It is also intended to highlight risk, prioritize leadership attention to areas of concern, and avoid "small number bias" where rare but impactful issues get ignored.

REQ. No.	Requirement Description
973.	The Contractor is required to report their performance and results of the KPI analysis as part of the Monthly Compliance Report Package.
974.	If during a given month Contractor's performance has resulted in either Liquidated Damages or point assessments triggering an Invoice Adjustment, the Contractor shall calculate the required Invoice Adjustments (e.g. total of Invoice Adjustments due to point assessments plus any Liquidated Damages) for NCTA evaluation and Approval.
975.	As part of the Contractor's invoicing process to NCTA for Services performed, the Contractor shall clearly identify the Invoice Adjustments for that month's invoice that are due to performance shortfalls for that same month (e.g.: the February monthly KPI results impact the February invoice). All such Invoice Adjustments shall be subject to NCTA review.

At all times, the Contractor is expected to perform the Services identified in this Contract, and any Amendments thereto, in a fashion that meets or exceeds the KPIs. However, it is understood that certain conditions, BOS availability, environmental factors, and other unforeseen issues may prevent the Contractor from meeting a particular KPI. These exception situations are expected to be rare occurrences and should not be considered normal operations. In such exception situations, the Contractor may request an exception to the KPIs and shall fully document any request for exception in writing to NCTA and provide all supporting information. NCTA will not unreasonably withhold Approval of exception requests however NCTA, in its sole discretion, shall have the right to reject any request.

7.1. Liquidated Damages KPIs

'Liquidated Damages KPIs' represent essential performance standards that are critical to the NCTA's operations. Failure to meet these minimum thresholds will result in predefined financial Liquidated Damages, reflecting the impact of non-performance. These KPIs are non-negotiable and emphasize compliance with core service Requirements, including timeliness, safety, and reliability. See **Table III-6: Liquidated Damages-Applicable KPIs** below.

Table III-6: Liquidated Damages-Applicable KPIs

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
7.1.1 CONTACT CENTER					
LD-CC1	Contact Center Staffing Availability	Hours of staffed telephone coverage, WICs and Live Chat shall be open and available for customers.	<u>Minimum Requirement</u> Monday through Friday: 9:00 am to 5:00 pm Saturday: 9:00 am to 2:00 pm	<u>Daily Incident</u> \$1000 in Liquidated Damages per day per incident per contact channel.	- Phone system; - Staffing measured daily; - Points assessed daily.
7.1.2 LIVE CHATS					
N/A					
7.1.3 PRODUCTION					
LD-P1	Service Requests Cases Response Time	Number of Production Days Cases (<i>excluding Bankruptcy</i>) remain open/unresolved.	Case cannot exceed 30 Production Days in unresolved status. (<i>No Case should be opened for more than 30 Production Days across all Cases that are in the status of open.</i>)	Liquidated Damages are applied monthly based on the following Case age ranges: - From 31 to 60 Production Days = \$1,000 - From 61 to 90 Production Days = \$10,000 - Greater than 90 = \$20,000 <i>Example: Based on last day of the month, the Contractor has Cases that are in the 31-60 Production Days range AND Cases greater than 90 Production Days, so the monthly LD would total \$21,000 (\$1,000 + \$20,000).</i>	NCTA Report-NTP1 Contractor Report-NTP3
7.1.4 CUSTOMER SERVICE					
LD-CS1	Walk-In Center Response Time (at window)	Amount of time between entering the WIC and starting the business transaction at the window or self-service station.	100% within 30 minutes	<u>Daily:</u> \$1,000 in Liquidated Damages will be charged for each day, for each WIC, where performance is below 100 %.	- Self-reported and NCTA audited; - Measured monthly; - Each WIC is measured independently
7.1.5 QUALITY ASSURANCE					

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
LD-QA1	Image Review Quality Audit Timeliness	Measures timeliness of Image Review Quality Audits	To review within two (2) Production Days from the date received in the queue of the following: a. 100% of the required sample of 5% or up to 5,000/day/roadway <i>PLUS</i> b. 100% of DMV Rejects up to 5,000	Five percent (5%) deduction of the 'Image Review Quality Audit' portion of the monthly invoice if either the Timeliness or Accuracy of the Image Review Quality Audit KPIs are not achieved; and	Measured and reported via a combination of self-reported, system reports, and NCTA spot check audits.
LD-QA2	Image Review Quality Audit Accuracy	Measures accuracy of the Image Review Quality Audits	Minimum of 98% accuracy rate for all audited images	Ten percent (10%) deduction if both the Timeliness and Accuracy Image Review Quality Audit KPI's are not achieved.	Measured based on an appropriate sample size (Approved by NCTA) of completed images and related corrections per month.
LD-QA3	Correspondence Quality Audit Accuracy	Measures accuracy of the correspondence Quality Audits.	100% accuracy rate for all audited correspondence.	Five percent (5%) deduction of the 'Correspondence Quality Audit' portion of the monthly invoice if either the Timeliness or Accuracy of the Correspondence Quality Audit KPIs are not achieved; and	Measured based on NCTA sample review of at least 50 completed correspondence corrections per month.
LD-QA4	Correspondence Quality Audit Timeliness	Measures timeliness of the correspondence Quality Audits.	To review within two (2) Production Days from the date received in the queue. Review includes 100% of the required sample of the flagged documents.	Ten percent (10%) deduction if both the Timeliness and Accuracy Correspondence Quality Audit KPI's are not achieved.	Measured and reported via a combination of self-reported, system reports, and NCTA spot check audits.
7.1.6 MANAGEMENT					
LD-M1	Monthly Package(s) (Compliance & Invoicing)	Measures that all monthly report packages are submitted 10 Business Days after month being reported on and contain required and accurate information.	Pass / Fail	\$1,000 in Liquidated Damages per occurrence per package. Escalates at a multiplier of \$5,000 per 5 Production Days after due date.	- Self-reported; - Liquidated Damage assessed monthly
LD-M2	Privacy / PCI Certification Conformance	All Privacy / PCI non-conformance incidents must be documented per the agreed upon SOPs.	100% no incidents	\$1,000 in Liquidated Damages per separate incident within the month.	Measured and reported through observation QA audits and NCTA compliance review

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
LD-M3	Privacy / PCI Certification Conformance Resolution	All Privacy / PCI non-conformance incidents must be addressed and corrected per the agreed upon SOPs.	2 Production Days	\$1,000 in Liquidated Damages per day out of compliance after 2 Production Days Escalates to \$5,000 per Production Day after 4 Production Days. <i>Sample:</i> - Day 3 (\$1,000 x incident) - Day 4 (\$1,000 x incident) - Day 5 and greater (\$5,000 per Production Day x incident)	Measured and reported through: - observation QA audits and - NCTA compliance review
LD-M4 Annual	Maintaining PCI Certification	Maintain payment card industry certification with 100% evidence of certification.	Pass / Fail	\$1,500 in Liquidated Damages per Calendar Day from Date deemed out of compliance until Certificate is achieved PLUS , any fines NCTA is charged for non-compliance.	AOC submission
LD-M5 Annual	SOC 2 Certification	SOC 2-Type 2 compliance requirements must be addressed and corrected per report findings	Pass / Fail	\$1,500 in Liquidated Damages per Calendar Day from Issue Report Date until corrections are achieved.	SOC 2-Type 2 submission
7.1.7 TECHNOLOGY					
N/A					
7.1.8 KNOWLEDGE BASE					
LD-KB1	Proof of Refresh Updates	Refresh updates with any program changes will be reported monthly with defined resolutions and timing of resolution for NCTA review.	Updated within 3 Production Days	\$1,000 in Liquidated Damages per individual item calculated monthly \$5,000 in Liquidated Damages per month, including subsequent month(s)	Contractor Report
LD-KB2	Refresh Error Corrections	Contractor will report all errors identified through monthly system audit from the prior month's refresh update. The measurement will begin from the first day of each month through the last day of the month.	Updated within 1 Production Day	\$1,000 in Liquidated Damages per error calculated monthly \$5,000 in Liquidated Damages for every individual error that is continuously reoccurring without resolution for each and every subsequent month(s).	Monthly System Knowledgebase Audit
7.1.9 REPORTS					

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
LD-RP1	Report Accuracy	Data and calculations from all system generated reports shall be 100% accurate.	Pass / Fail	\$500 in Liquidated Damages per Calendar Day from Issue Report Date until all corrections are achieved.	Measured and reported via a combination of self-reported, system reports, and NCTA spot check audits.
7.1.10 OPERATIONS ACCEPTANCE					
LD-OA1	Operations	Contractor has 3 months from the start of OOP to receive Approval from NCTA.	3 months	If the Contractor has not received OOP Approval, NCTA will begin assessing monthly KPIs as of month four (4) from the start of OOP.	Operations Acceptance Approval
7.1.11 KPI ESCALATION					
N/A					

7.2. Point Assessment KPIs

'Point-Based Assessment KPIs' are used to monitor and quantify performance deficiencies across defined service metrics. For each KPI not met, a predetermined number of points will be assessed based on the severity and impact of non-performance. The total number of points accumulated within a given evaluation period will correspond to a calculated percentage deduction applied to the Contractor's monthly invoice. This approach establishes a transparent and proportional method for assessing damages, where higher levels of non-compliance result in greater financial impact.

Table III-7: Invoice Adjustment Based on Points Assessed

Total Points Assessed for Invoice Period	Invoice Adjustment (Percent Deduction)
1 to 15	1%
16-25	4%
26-35	6%
36-50	8%
51-75	15%
>75	20%

Table III-8: Point Assessment-Applicable KPIs

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
7.2.1 CONTACT CENTER					
PT-CC1-A	Wait Time for Incoming Calls	The time from when the customer selects the option to speak to an Agent and the Agent answers the call (includes incoming calls and virtual holds).	Average of all calls answered in 60 seconds or less (includes incoming calls and virtual holds).	<u>Monthly Time:</u> - From 61 sec to 120 sec = 5-point assessment - From 121 sec to 179 sec = 10-point assessment - Greater than 179 seconds = 15-point assessment	- Phone System; - Average measured monthly; - Points assessed monthly
PT-CC1-B	Wait Time for Scheduled Call Backs	<i>Potential KPI — Not finalized at the time of issuance and will be evaluated during negotiations and the BAFO process to determine applicability and necessity.</i>			
PT-CC2	Call Abandonment	Overall percentage of calls that abandon after waiting 60 seconds.	No greater than 2.5%	<u>Monthly Percentage:</u> - From 2.6% to 3.0% = 1-point assessment - From 3.1% to 3.5% = 3-point assessment - From 3.6% to 4.5% = 5-point assessment - From 4.6% to 5.5% = 10-point assessment - Greater than 5.5% = 15-point assessment	- Phone System; - Percentage measured monthly; - Points assessed monthly
7.2.2 LIVE CHATS					
PT-CH1	Wait Time	The time from when the customer selects the option to live chat with an Agent or the chatbot transfers the customer to an Agent, and the Agent responds to the chat.	Average of all chats responded to in 60 seconds or less.	<u>Monthly Time:</u> - From 61 sec to 120 sec = 5-point assessment - From 121 sec to 179 sec = 10-point assessment - Greater than 179 seconds = 15-point assessment	- Average measured monthly; - Points assessed monthly
PT-CH2	Live Chat Abandonment	Overall percentage of calls that abandon after waiting 60 seconds.	No greater than 2.5%	<u>Monthly Percentage:</u> - From 2.6% to 3.0% = 1-point assessment - From 3.1% to 3.5% = 3-point assessment - From 3.6% to 4.5% = 5-point assessment - From 4.6% to 5.5% = 10-point assessment - Greater than 5.5% = 15-point assessment	- Percentage measured monthly; - Points assessed monthly
7.2.3 PRODUCTION					
PT-P1	Service Requests Cases Response Time	Number of Production Days from when a Case is opened until the Case is	Account Update = 2 Production Days to close	<u>Monthly Percentage:</u> - From 99.9% to 98.0% = 1-point assessment	- NCTA Report-NTP1 & NTP2

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
		closed/resolved during the monthly KPI period.	(Day Received = Day 0 which is any time from 12:01 AM - 11:59 PM.)	- From 97.9% to 97.0 % = 3-point assessment - From 96.9% to 95.0% = 5-point assessment - From 94.9% to 93.0% = 10-point assessment - Less than 93.0% = 15-point assessment <i>Example: 100 cases were closed in a month, of those 95 were completed within the 3 Production Day KPI requirement, resulting in a point assessment of 54 points</i> $95/100=95.0\%=5 \text{ points}$	- Contractor Report-NTP3
PT-P2		Number of Production Days from when a Case is opened until the Case is closed/resolved during the monthly KPI period.	NCTA Disputes and Disputes from I-77 = 5 Production Days to close.	<u>Monthly Percentage:</u> - From 99.9% to 98.0% = 1 point assessment - From 97.9% to 97.0 % = 3-point assessment - From 96.9% to 95.0% = 5-point assessment - From 94.9% to 93.0% = 10-point assessment - Less than 93.0% = 15-point assessment <i>Example: 100 cases were closed in a month, of those 95 were completed within the 5 Production Day KPI requirement, resulting in a point assessment of 5 points</i> $95/100=95.0\%=5 \text{ points}$	
PT-P3		Number of Production Days from when a Case is opened until the Case is closed/resolved during the monthly KPI period.	Interoperability = 15 Production Days to close.	<u>Monthly Percentage:</u> - From 99.9% to 98.0% = 1 point assessment - From 97.9% to 97.0 % = 3-point assessment - From 96.9% to 95.0% = 5-point assessment - From 94.9% to 93.0% = 10-point assessment - Less than 93.0% = 15-point assessment	

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
				<i>Example: 100 cases were closed in a month, of those 95 were completed within the 15 Production Day KPI requirement, resulting in a point assessment of 5 points $95/100 = 95.0\% = 5 \text{ points}$</i>	
PT-P4		Number of Production Days from when a Case is created until a written response is sent to a customer during the monthly KPI period.	Bankruptcy = 10 Production Days for first response.	Each Case response missed = 5-point assessment	
PT-P5	Payment Processing Time-Received by Mail	Payments processed from the time the mailed payment is received at a facility to when it is processed. These payments include, but are not limited to applications (account creation), one-time replenishments, lockbox rejections, transponder requests, Invoices, etc.	100% within 1 Production Days.	<u>Monthly Percentage:</u> - From 99.9% to 97.0% = 1-point assessment - From 96.9% to 95.0% = 3-point assessment - From 94.9% to 93% = 5-point assessment - From 92.9% to 91.0% = 10-point assessment - Less than 91% = 15-point assessment	Payment processing times will be self-reported
PT-P6	Lockbox Decision Module Payment Processing Exceptions	Processing of all lockbox payment exceptions.	100% within 1 Production Days.	<u>Monthly Percentage:</u> - From 99.9% to 97.0% = 1-point assessment - From 96.9% to 95.0% = 3-point assessment - From 94.9% to 93% = 5-point assessment - From 92.9% to 91.0% = 10-point assessment - Less than 91% = 15-point assessment	Lockbox exception processing times will be through a system report.
7.2.4 CUSTOMER SERVICE					
N/A					
7.2.5 QUALITY ASSURANCE					
PT-QA1	Customer Satisfaction	A measurement of customer satisfaction across all contact center channels.	Required sample size of 10% of total customer contacts for CSAT for that month.	Contractor to submit their QA process assessment. Option is to use CSAT scores, taking the average for the month (Scale 1-5)	Contractor to provide solutions that are Approved by NCTA and monitor/measure those solutions if not utilizing CSAT.

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
				- From 91.9% to 86.0% (scale: 4.59-4.30) = 1 point - From 85.9% to 80% (scale: 4.29-4.00) = 3 points - From 79.9% to 74% (scale: 3.99-3.70) = 5 points - From 73.9% to 68.0% (scale: 3.69-3.40) = 10 points - Less than 68.0% (scale: 3.40) = 15 points	
PT-QA ₂	Contact Resolution Efficiency	Contact Resolution Efficiency = customer does not contact more than 2x during the month (<i>contact includes 24/7</i>).	Number of accounts with more than 2 contacts for the month divided by the total number of accounts who made contacts for that month.	<u>Monthly Percentage:</u> - From 99.9% to 98.0% = 1-point assessment - From 97.9% to 97.0 % = 3-point assessment - From 96.9% to 95.0% = 5-point assessment - From 94.9% to 93.0% = 10-point assessment - Less than 93.0% = 15-point assessment	System generated reports measurements per account across all channels.
PT-QA ₃	Customer Contact QA	Measures customer interactions for accuracy quality and compliance with SOPs and that interaction is properly documented as required. This includes every customer interaction categorization (<i>i.e. case management, calls, chats, etc.</i>).	Subject to determination as part of contract negotiations	Contractor to submit a recommended process and a 15-point assessment scale will be established for a monthly measurement between NCTA and the Contractor based on the following: -Utilizing a weighted scoring model with clearly defined point values and performance thresholds. -Establish a minimum acceptable quality score target (e.g., 90% or greater), subject to NCTA Approval. -Define criteria for automatic critical failures (e.g., compliance violations, data security breaches). <u>Example-Monthly Percentage:</u> 99.9% to 98.0% = 1-points assessed 97.9% to 97.0% = 3-point assessment 96.9% to 95.0% = 5-point assessment 94.9% to 93.0% = 10-point assessment - Less than 93.0% = 15-point assessment	Subject to determination between NCTA and the Contractor. <i>Examples:</i> - <i>Measured and reported through QA audits and NCTA compliance reviews;</i> - <i>Rate measured monthly;</i> - <i>Points assessed monthly</i> - Refer to Attachment O: Quality Scorecard Examples
7.2.6 MANAGEMENT					

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
N/A					
7.2.7 TECHNOLOGY					
PT-T1	ChatBot Availability	ChatBot needs to operate continuously throughout the month and cannot be down more than the allowable percent of time. The allowable time is calculated excluding approved maintenance and patching activities.	≥99.95%	<u>Monthly Percentage:</u> From 99.94% to 99.90% = 1-point assessment From 99.89% to 99.85% = 3-point assessment From 99.84% to 99.80% = 5-point assessment From 99.79% to 99.75% = 10-point assessment Less than 99.75% = 15-point assessment	- System Reports - Help Desk Tickets
PT-T2	Telephony/IVR System Availability	The collective telephony and IVR system need to operate continuously throughout the month and cannot be down more than the allowable percentage of time. The allowable time is calculated excluding approved maintenance and patching activities.	≥99.95%	<u>Monthly Percentage:</u> From 99.94% to 99.90% = 1-point assessment From 99.89% to 99.85% = 3-point assessment From 99.84% to 99.80% = 5-point assessment From 99.79% to 99.75% = 10-point assessment Less than 99.75% = 15-point assessment	- System Reports - Help Desk Tickets
PT-T3	Other System Availability (Example: Live Chat, Case Management Tool, etc.)	The system needs to operate continuously throughout the month and cannot be down more than the allowable percentage of time. The allowable time is calculated excluding approved maintenance and patching activities.	≥99.98%	<u>Monthly Percentage:</u> From 99.97% to 99.92% = 1-point assessment From 99.91% to 99.86% = 3-point assessment From 99.85% to 99.80% = 5-point assessment From 99.79% to 99.74% = 10-point assessment Less than 99.74% = 15-point assessment	- System Reports - Help Desk Tickets
PT-T4	System Responsiveness	The system shall respond to user requests/actions within an allowable response time.	≤2 Seconds (2,000 ms)	5 sec = 3-point assessment 10 sec = 5-point assessment	Periodic response checks (Responsiveness testing will be conducted using an approved validation technique under controlled conditions)

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
					utilizing standard analytic tools)
		Note: A System shall be considered 'down' if any portion of the system cannot be accessed. The Contractor shall ensure that the system does not demonstrate degraded performance. A system will be considered degraded where any Performance Requirements are not met. <i>Examples of degraded System performance include, but are not limited to the following:</i> • <i>System runs slow;</i> • <i>Reports unavailable or run slow;</i> • <i>System causes loss of functionality;</i> • <i>System causes application errors for multiple users and customers; and</i> • <i>System prevents access to NCTA staff or customers.</i>			
7.2.8 KNOWLEDGE BASE					
N/A					
7.2.9 REPORTS					
N/A					
7.2.10 OPERATIONS ACCEPTANCE					
N/A					
7.2.11 KPI ESCALATION					
PT-ESC1	KPI Escalation (All KPIs assessed by points)	KPI assessments that are not met in continuous months.	Per KPI	1 month missed = Normal point assessment as per specific KPI 2 consecutive months missed = Normal point assessment x 2 3 consecutive months missed = Normal point assessment x 3 4 consecutive months or greater = Normal point assessment x number of months KPI has been missed consecutively	

7.3. Start of KPI Assessment

The assessment and enforcement of all KPIs, including associated point allocations and/or Liquidated Damages, shall begin at the end of the ninety (90) Calendar Days from Go-Live. The Operational Observation Period (OOP) concludes with Operational Acceptance once the Contractor shows compliance with each KPI.

REQ. No.	Requirement Description
976.	The Contractor shall be required to show compliance with all KPIs before formally exiting OOP <u>or SAT</u> , however KPI assessments shall begin the first month after the 90 Calendar Days <u>from Go-Live.</u> period concludes.
977.	The Contractor must meet 100% of the required monthly KPIs, with no failures or exceptions.
978.	All performance results must be validated and accepted by NCTA.
979.	Any KPI not measured, reported late, or disputed by the Contractor will be considered not met unless otherwise agreed to in writing by NCTA.
980.	Failure to meet any performance standard in a given month will result in no credit for that month, with no carryover or partial credit.
981.	Any such incentive, including the monthly invoice bonus, shall be awarded only after Operational Acceptance, at the sole discretion of NCTA and will be based on the Contractor's demonstrated performance, including achievement of applicable KPIs and overall service quality.

7.4. KPI Incentive Bonus

Upon NCTA's Approval of the OOP, the Contractor may be eligible for an invoice bonus, if the Contractor meets 100% KPI compliance for three (3) consecutive months. This bonus is at the discretion of NCTA. NCTA may elect to give the bonus by applying credit to the Contractor's invoice on a future monthly invoice. The credit will be based on a percentage of the applicable monthly invoice.

Table III-9: Incentive Eligibility

KPI – ID	KPI Category	Definition	KPI Measurement	Assessment	Reporting
PT-INC1	KPI Compliance	Contractor meets 100% of all KPIs (Liquidated Damages KPIs and Point Assessment KPIs) for 3 consecutive months.	100% (0 points or LDs accessed)	Contractor is eligible for a bonus of up to 2.5%.	Monthly Compliance Report Package

Part IV. Proposal Content

1. Technical Proposal Response and Submission Instructions

1.1. Content of Technical Proposal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the Requirements of the RFP. Page limitations are defined in **Table IV-1** below. Assigned page limits EXCLUDE all page dividers (blank), tables of content, list of tables, or list of figures. Proposers shall use Times New Roman 12-point font. Portions of the Proposal that are excluded from page limitations are shown below in **Table IV-1**.

Table IV-1: Technical Proposal Page Limitations

Technical Proposal Sections to be Completed by a Proposer	Page Count Limitations
A. Exhibit C: Proposal Cover Sheet	1 page
B. Cover Letter	Up to 1 page
C. Executive Summary	Up to 2 pages
D. Proposal Section 1: Firm Qualifications	Limited to 4 pages
E. Proposal Section 2: Operations Organizational Structure & Project Management	Limited to a combined total of 20 pages
F. Proposal Section 3: Approach to CSCO Management	
G. Proposal Section 4: Approach to CCT Solution(s) Design & Development	Limited to 12 pages
H. Proposal Section 5: Approach to Implementation & Transition (CSCO & CCT)	Limited to 10 pages
I. Proposal Section 6: Approach to O&M and Continuous Improvement (CSCO & CCT)	Limited to 6 pages
J. Proposal Section 7: Adherence to Part V, Terms and Conditions	No limitations
K. Proposal Section 8: Forms & Submittals	No limitations
L. Other Technical Proposal Submittals - Appendices	No limitations

The Technical Proposal shall be submitted in the order defined below. Each lettered item designates a specific and separate section to be included in the Technical Proposal. For the responses that require an Exhibit or Appendix to be submitted by the Proposer, the Exhibits and Appendices shall be included as outlined in Table IV-2. The Proposer shall note in their written response whether each referenced Exhibit or Appendix has been provided.

A. Proposal Cover Sheet

The cover sheet for the completed Proposal, provided as **Exhibit C: Proposal Cover Sheet** shall be included at the front of the Technical Proposal package submitted to NCTA.

B. Cover Letter

The Proposal shall include a cover letter signed by an officer of the firm with signature authority to enter into the proposed Contract with NCTA. This letter should be very brief and provide the corporate commitment that the Proposal meets the scope, schedule, and Requirements of the RFP.

C. Executive Summary

The executive summary shall be a brief overview, summarizing the contents of the proposal and explaining how the proposal being offered best addresses the evaluation criteria listed in this RFP. The summary shall describe the Proposer's qualifications, understanding of NCTA's needs and proposed approach to partnering with NCTA.

D. Proposal Section 1: Firm Qualifications

Provide the following information regarding the Proposer's qualifications and previous experience on CSCO and CCT projects.

- 1) A brief history and description of the Proposer's organizational structure, including size, number of employees, capability and area(s) of specialization.
- 2) Complete and submit the HUB Supplemental Vendor Information Form using **Exhibit B-2**.
 - a) **NOTE:** This form is only required if it's applicable to the Proposer. See Part I, Section 2.19.3 for additional information.
- 3) Using **Exhibit D: Proposer Company Reference Form**, the Proposer shall provide the following project experience including Subcontractors' relevant experience, in the following areas:
 - a) Customer Service Center Operations (CSCO) for at least three (3) projects of similar size and scope over the past five (5) calendar years.
 - b) Contact Center Technologies (CCT) for at least two (2) projects of similar size and scope over the past five (5) calendar years.

IMPORTANT NOTE: Proposers may use the same project reference for CCT experience and CSCO experience, if applicable.

- 4) Describe the Proposer's experience in supporting a changing CSCO program and CCT in the following areas:
 - a) Increased customer base;
 - b) Increased call volumes;
 - c) Geographic expansion;
 - d) Technology roadmaps and introduction of new AI features to a contact center;

- e) New programs and campaigns; and
 - f) New policies and procedures.
- 5) A copy of the Proposer's audited financial statements for the past two consecutive years as Appendix 1.
- a) If a Proposer does not produce audited financial statements, the Proposer shall submit any financial statements that it does have (e.g. ~~lines of credit~~, statements compiled by an outside accounting firm such as a balance sheet, income statement, cash flow, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. NCTA reserves the right to review other publicly available information with regard to the Proposer's financial stability, as part of the evaluation. If a Proposer has questions about what evidence of the Proposer's financial stability will be acceptable to NCTA, the Proposer should communicate with NCTA as set forth in Part I, Section 2.8.
- 6) A detailed statement providing the Proposer background information relative to the following:
- a) Any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of the Proposer, its officers or directors, or any of its employees or other personnel to provide Services on this Project, of which the Proposer has knowledge or a statement that it is aware of none;
 - b) Any criminal investigation for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against the Proposer of which it has knowledge or a statement it is aware of none;
 - c) Any regulatory sanctions levied against the Proposer or any of its officers, directors or its professional employees expected to provide Services on this Project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
 - d) Any regulatory investigations pending against the Proposer or any of its officers, directors or its professional employees expected to provide Services on this Project by any state or federal regulatory agencies of which the Proposer has knowledge or a statement that there are none;
 - e) Any civil litigation, arbitration, proceeding, or judgments pending against the Proposer during the three (3) years preceding submission of its proposal herein or a statement that there are none.

The Proposer's responses to these requests shall be considered to be continuing representations, and the Proposer's failure to notify NCTA within thirty (30) Calendar Days of any criminal litigation, investigation or proceeding involving the Proposer or its then current officers, directors or persons providing Services under this contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any Subcontractor utilized by Proposer to perform Services under this Agreement.

E. Proposal Section 2: Operations Organizational Structure & Project Management

Provide the following information regarding the Proposer's proposed Required Personnel, staffing and project management approach to meet or exceed the Requirements defined in Part III, Section 2.4.

- 1) Provide an organizational team chart along with a functional description for each role proposed to design, implement and operate/maintain the CSCO and CCT. Required Personnel are listed below in Item #2. All other positions are at the discretion of the Proposer and should be presented in a project organizational chart along with their roles.
- 2) Identify the following Required Personnel on this Project. Please refer to position descriptions in Part III, Section 2.4.1.
 - a) Program Manager
 - b) Business Manager
 - c) CSCO Managers
 - d) Technology Manager
- 3) Describe the experience of each Required Personnel and how it relates specifically to this Project. The resources will be available throughout the Term of the Agreement. Any changes in Required Personnel shall be presented in writing to NCTA for review and Approval prior to making such changes.
- 4) Provide resumes for each of the Required Personnel as Appendix 2.
 - a) **IMPORTANT NOTE:** Resumes are not to exceed two (2) pages per team member.
- 5) Complete the List of Subcontractors Form using **Exhibit B-3** which includes Subcontractor name, address, Work to be performed, and expected percentage of total Work value to be performed. Also complete the **RS-2 Form** for each Subcontractor as further instructed in Part I, Section 2.19.4.
- 6) Describe the Proposer's approach to project management, including planning, scheduling, execution, and transition to Go-Live for NTP1 and NTP2 implementation. Approach should address the Requirements defined in Part III, Sections 2.1 – 2.3.
- 7) Describe the Proposer's approach to completing and maintaining the documentation Requirements defined in Part III, Section 3.
- 8) Describe the Proposer's approach to Project closeout at the end of the Contract Term. The approach should address the Requirements defined in Part III, Section 6.

F. Proposal Section 3: Approach to CSCO Management

- 1) The Proposer shall present their approach to CSCO addressing the Requirements defined in Part III, Sections 4.1 and 4.2.

G. Proposal Section 4: Approach to CCT Solution(s) Design & Development

Provide the following information regarding the Proposer's approach to their CCT solution(s).

- 1) Approach:
 - a) Proposer shall present their technical approach that must satisfy the CCT Requirements defined in Part III, Section 5.1. This includes, but is not limited to, describing the general system

- architecture, workflow design, and identifying any CCT solution platform certification(s) for their proposed solution.
- 2) Design & Development:
 - a) Proposer shall describe the process for design and development of the CCT solution(s) as defined in Part III, Section 5.2.1.
 - b) Provide a Bill of Materials (BOM) using **Exhibit E** that identifies all equipment and third-party products included in the proposed solution and will serve as the baseline for the complete, NCTA-Approved technology list. The BOM shall match the equipment and third-party products included in **Exhibit G: Pricing Forms & Instructions**. Do not include any pricing in this version of the BOM.
 - c) Complete and submit **Exhibit F: Technology Conformance Matrix (TCM)**. Submit **BOTH** PDF and Excel versions of the completed **Exhibit F**. In **Exhibit F**, reference 'Tab 1: Instructions' for instructions on how to properly fill out and complete 'Tab 2: TCM'.
 - 3) Testing & Acceptance:
 - a) Proposer shall describe their overall test plan approach and testing validation as defined in Part III, Section 5.2.2 and Section 5.2.3.5 for testing and acceptance.
 - b) Describe the Proposer's quality assurance approach with regard to testing, including automation and regression testing suites.
 - 4) Proposers shall identify and describe any key constraints associated with their design solely as they pertain to **Part III, Scope of Work and Requirements** as Appendix 3.
 - a) **NOTE:** No assumptions regarding the terms and conditions of the Contract shall be included in the Proposal.

H. Proposal Section 5: Approach to Implementation & Transition (CSCO & CCT)

- 1) CSCO Transition: The Proposer shall present their approach and proposed schedule for implementation and transition to operations for NTP1 and NTP2 by addressing the Requirements defined in Part III, Sections 4.3.
- 2) CCT Transition: Discuss the Proposer's approach to integrating their CCT solution(s) deployments into NCTA systems by addressing the Requirements defined in Part III, Section 5.2.3. The Proposer's approach should be broken out into 2 parts:
 - a) Description of the process to integrate and upkeep with existing BOS (NTP1).
 - b) Description of the process to integrate and upkeep with NCTA TISDSR platform (NTP2).

I. Proposal Section 6: Approach to O&M and Continuous Improvement (CSCO & CCT)

- 1) The Proposer shall present their approach to O&M and continuous improvement by addressing the Requirements defined in Part III, Section 4.3.4 and Section 5.2.4.
- 2) Proposer's approach to identifying and fostering continuous improvement opportunities in expanding and changing operations environment which includes launch of new roadways and adjusting to the corresponding growth in customer base.

- 3) Proposer's approach to ensuring innovation without affecting customer satisfaction.
- 4) Discuss Proposer's adherence to the Performance Requirements and explain how the Proposer will meet or exceed the Performance Requirements defined in Part III, Section 7.

J. Proposal Section 7: Adherence to Part V, Terms & Conditions

The Proposer must submit its Proposal on the basis of the terms and conditions set out in **Part V, Terms & Conditions**. NCTA may reject any Proposal that is conditioned on the negation of terms and conditions set out in Part V or to other provisions of the RFP as specifically identified above.

- 1) The Proposer shall clearly identify any proposed exceptions to the terms and conditions in this Proposal Section 7, which will be considered in accordance with Part I, Section 2.16 Contractual Obligations. The Contractor waives the right to raise new exceptions and alternatives during and after negotiations, however, any details not yet defined in the documents by NCTA may still be negotiated.

K. Proposal Section 8: Forms and Submittals

Proposers shall provide all Technical Proposal forms required to be submitted as part of the RFP in Section 8 of the Technical Proposal, unless otherwise specifically directed. Proposers shall submit properly completed forms that have been provided in the **Exhibits** file. Please refer to **Table IV-2** below for a Technical Proposal Forms and Submittal checklist. The checklist identifies the location of the form or the Submittal requirement in the RFP and also where the form or Submittal is to be included in the Technical Proposal.

Proposers shall not modify any of the forms unless specifically instructed by NCTA to do so. Completion of forms will be checked during the initial Pass/Fail screening of the submitted Proposals. Proposals not adhering to this requirement may be considered as non-compliant.

Table IV-2: Technical Proposal Forms and Submittal Checklist

Exhibit #	Form/Submittal Name	Location of Form/ Submittal in Proposal
Technical Proposal Forms to be Submitted		
A	Proposer Questions Form	<i>N/A: To be used only for submission of Proposer questions to NCTA.</i>
B-1	Acknowledgment of Receipt of Addenda	Technical Proposal Section 8
B-2	HUB Supplemental Vendor Information Form <i>*Only if applicable to the Proposer</i>	Technical Proposal Section 8
B-3	List of Subcontractors Form and RS-2 Form	Technical Proposal Section 8
B-4	Non-Collusion Forms	Technical Proposal Section 8

Exhibit #	Form/Submittal Name	Location of Form/ Submittal in Proposal
C	Proposal Cover Sheet	Front of Technical Proposal
D	Proposer Company Reference Form	Technical Proposal Section 8
E	Bill of Materials	Technical Proposal Section 8
F	Technology Conformance Matrix	Technical Proposal Section 8
Other Technical Proposal Submittals - Appendices		
N/A	Appendix 1: Audited Financial Statements (Two Years) <i>*See Part IV, Section 1.1.D, Item #5</i>	Technical Proposal Appendices (PDF File 3)
N/A	Appendix 2: Resumes <i>*See Part IV, Section 1.1.E, Item #4</i>	
N/A	Appendix 3: Key Constraints Associated with Design <i>*See Part IV, Section 1.1.G, Item #4</i>	

1.2. Format of Technical Proposal

1. **Form of Technical Proposal.** Submit Technical Proposals only electronically on a USB flash drive.
 - a. The electronic copy shall be provided in a **searchable (NOT SCANNED)** *.pdf format. Any Proposal Exhibits, Appendices, or information prepared either as graphics or with other programs such as scheduling programs shall be viewable in a *.pdf file without any other software required for Proposal review.
 - i. **PDF File 1:** The following Sections shall be combined into a **single** *.pdf file: Exhibit C: Proposal Cover Sheet, Cover Letter, Executive Summary, and Proposal Sections 1 – 7.
 - ii. **PDF File 2:** The following Section shall be a **single** *.pdf file: Proposal Section 8.
 - iii. **PDF File 3:** The following Appendices shall be combined into a **single** *.pdf file: Appendix 1, Appendix 2, and Appendix 3.
 - b. On a separate USB flash drive, Proposers shall also submit a redacted electronic copy of the Technical Proposal (Proprietary and Confidential Information Excluded). Any proprietary information identified as confidential and proprietary in accordance with G.S. § 132-1.2 and the Terms and Conditions of this RFP, should be excluded.
2. **Number of Copies.** One (1) USB flash drive containing all portions of the Technical Proposal shall be provided and one (1) USB flash drive containing a redacted copy of the Technical Proposal shall be provided. Two (2) USB flash drives in total shall be submitted.

3. **Page Presentation.** Technical Proposal text shall be single-spaced using a 12-point Times New Roman font. Each page header and/or footer should include the Proposer's name and Technical Proposal section, along with page numbers and date of the Proposal.

NCTA will not be responsible for reviewing portions of proposals with illegible text.

Non-body text elements such as headers and footers, exhibits, figures, graphics, and tables may be in different size fonts from that specified but no less than 9-point font.

4. **Easy to Read and Cross-Reference.** The Proposers need not duplicate or quote in detail from attached reference materials provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. The reference shall include the document name, page number(s) in the document, and paragraph number(s) or line number(s) where the referenced information is located. Underlining, boxing, highlighting, etc. that will call attention to referenced information in a manner that will assist in locating it is recommended.
5. **Trade Secrets and Confidential Information.** 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. NCTA may maintain confidential information, including any designated as trade secrets or otherwise proprietary, only in accordance applicable Federal and State laws or regulations. NCTA, therefore, expects that Proposers will keep confidential information designations to a minimum.

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

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

In accordance with G.S. § 136-28.5, bids and documents submitted in response to an advertisement, or this RFP shall not be public record until the NCTA issues a decision to award or not to award the Contract.

1.3. Submission of Technical Proposal

Technical Proposal USB flash drives shall be submitted in a sealed envelope, bearing on the outside the following information:

Technical Proposal:

CSC Ops Staffing & Customer Contact Tech RFP

Submitted By:

PROPOSER'S NAME

PROPOSER'S ADDRESS

CITY, STATE, ZIP CODE

PROPOSER'S PHONE NUMBER

The USB flash drives for the Technical Proposals shall be mailed to the address provided below. If hand delivering, please reach out to the NCTA Contact Person to coordinate the receipt.

Physical Delivery Address

North Carolina Turnpike Authority

2501 Aerial Center Pkwy, Suite 200

Morrisville, NC 27560

Attn: Eliza Davis

2. Price Proposal Submission Instructions

2.1. Content of Price Proposal

All Proposers shall complete the below form as their Price Proposal submission.

1. **Exhibit G: Pricing Forms & Instructions** in accordance with the instructions outlined within it.
 - a. All features, functions, capabilities, integrations, reports, configurations or performance characteristics outlined in the Proposer's Technical Proposal for the proposed solution shall be included in the Price Proposal. These features shall not be treated as add-on, premium, or future enhancements and shall be implemented as part of NTP1 and NTP2 without additional costs or licensing fees.
 - b. Any costs for Work that is not provided in the Price Proposal will be assumed as no charge to NCTA.
 - c. Proposers shall not include any assumptions in their Price Proposals. If the Proposer includes assumptions in its Price Proposal, NCTA may reject the Proposal.

2.2. Format of Price Proposal

All Proposers shall submit Price Proposals following the below format.

1. **Form of Price Proposal.** Submit Price Proposals only electronically on a USB flash drive.
 - a. The file format for the electronic copy of the Price Proposal shall be **BOTH** Microsoft Excel and PDF.
2. **Number of Copies.** One (1) USB flash drive containing the Price Proposal shall be submitted.

2.3. Submission of Price Proposal

The Price Proposal USB flash drive shall be submitted at the same time as the Technical Proposal; however, the Price Proposal must be enclosed in a separate sealed envelope, bearing on the outside the following information:

Price Proposal:

CSC Ops Staffing & Customer Contact Tech RFP

Submitted By:

PROPOSER'S NAME

PROPOSER'S ADDRESS

CITY, STATE, ZIP CODE

PROPOSER'S PHONE NUMBER

The USB flash drive for the Price Proposals shall be mailed to the address provided below. If hand delivering, please reach out to the NCTA Contact Person to coordinate the receipt.

Physical Delivery Address

North Carolina Turnpike Authority

2501 Aerial Center Pkwy, Suite 200

Morrisville, NC 27560

Attn: Eliza Davis

Part V. Terms & Conditions

1. Contract Terms and Conditions

1.1. Term of Contract

The term of the Contract shall commence on NTP1 and end five (5) years from the Go-Live date of NTP1 (also known as the start of the O&M and Continuous Improvement Phase), unless it is terminated, canceled or extended as provided in this Contract. NCTA shall have the option to extend the Contract for two (2) additional terms of three (3) years each. The Work performed under NTP2 will be executed concurrently with the terms established under NTP1.

The Terms and Conditions applicable to the two (2) NTPs are defined in Part V, Section 1.7 Project Phases.

NCTA shall set the effective date after the Contract has been fully executed by both the Contractor and NCTA, and all required Approvals under NCTA's contracting procedures have been obtained. NCTA shall not reimburse the Contractor for any goods or Services provided before the Contract is properly signed and the effective date has begun.

1.2. Payment Terms and Conditions

1. Payment terms are net thirty (30) Calendar Days after receipt of a correct invoice within 45 Calendar Days of services rendered. NCTA is responsible for all payments under the Contract. A "correct" invoice is one that contains an accurate description of the amounts due, is in the Approved format, has no errors, includes all required supporting information including payment Approvals, and meets all other Requirements for invoicing set forth in **Part III, Scope of Work and Requirements**.
2. The Contractor shall invoice NCTA in accordance with the amounts set forth in the Price Proposal (see **Exhibit G**).
3. NCTA may exercise any and all rights of set off as permitted in the Set Off Debt Collection Act (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) Calendar 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.

1.2.1. CSCO and CCT Implementation Compensation

The payment structure for CSCO and CCT Services is defined in **Exhibit G: Pricing Forms & Instructions**. NCTA and the Contractor have agreed to the pricing set forth in **Exhibit G**.

Implementation costs are structured as lump-sum payments tied to defined milestones, and the Contractor may submit a proper invoice upon completion of such milestones. All Work required to complete CSCO and

CCT implementation and achieve Go-Live for NTP1 and NTP2, as described in **Part III, Scope of Work Requirements**, may be invoiced by the Contractor.

Payment shall be made upon receipt of a proper invoice. Invoices must contain adequate support materials as applicable. The Contractor shall not be entitled to receive more than the established lump sum amount for implementation, except as may be modified in accordance with Section 2, Contract Changes and Termination, of these Terms and Conditions.

1.2.2. Ongoing Operations Compensation

Operations and Maintenance (O&M) compensation will commence upon Go-Live for NTP1. The Contractor will be reimbursed monthly for project management, Required Personnel, technology maintenance, Walk-In Center staffing and operations, and ongoing staff training and quality management. In addition, the Contractor will be compensated monthly for Active Registered Accounts, Toll Invoice Accounts and Quality Assurance based on variable unit pricing as defined in **Exhibit G: Pricing Forms & Instructions**. NCTA and the Contractor have agreed to the pricing set forth in this **Exhibit G**.

1.3. Key Performance Indicators and Invoice Adjustments

The Contractor shall track its performance against the Key Performance Indicators (KPIs) outlined in Part III, Section 7 Key Performance Indicators. The Contractor shall report its performance against the KPIs to NCTA on a monthly basis.

1.3.1. Liquidated Damages (Invoice Adjustment)

Contractor shall be subject to Liquidated Damages, in the form of Invoice Adjustments, for its failure to meet Performance Requirements as provided in Part III, Section 7.

1.3.2. Actual Damages

1. The Contractor acknowledges that its performance during the O&M and Continuous Improvement Phase is critical to NCTA in so much as the Services to be provided pursuant to this Agreement directly involve NCTA's revenue and customer service. The Contractor agrees that the actual damages set forth below are fair and reasonable and shall be incurred by the Contractor in the event of unsatisfactory performance.
2. The Contractor shall reimburse NCTA for any revenue, which NCTA identifies as having been lost due to the fault of the Contractor. NCTA may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from payments otherwise due and owing from NCTA to the Contractor. Lost revenue includes, but is not limited to, such events as Contractor-caused delays in escalation or customer notifications that exceed statutory Requirements; incorrect information being mailed to customers after Contractor QC review processes; employee theft or Contractor is short of funds in its daily reconciliation; incorrect/unnecessary reversal of tolls.
3. The Contractor shall be responsible for any other costs incurred, which are the results of its improper handling of these Services, including such things as special mailings to customers to notify them of a mistake in their monthly statements due to transaction gathering and processing failures and inaccuracies.

1.3.3. Risk of Loss

The Contractor assumes the following distinct and several risks without limitation, whether they arise from acts or omissions (whether negligent or not) of the Contractor or of any of its Subcontractors and suppliers, excepting those risks which arise from negligent acts or omissions of the NCTA:

1. The risk of loss or damage to any property of the NCTA arising out of or alleged to have arisen out of or in connection with the performance of Services pursuant to this Agreement; the risk of loss or damage to any property of the Contractor's agents, employees, and Subcontractors arising out of, or alleged to have arisen out of, or in connection with the performance of Services pursuant to this Agreement.

1.4. Audits and Financial Reporting

1.4.1. Annual Audited Financial Statements

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

1.4.2. Audit and Examination of Records

1. 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 NCTA for any purpose.
 - b. Proposal Records shall include, but not be limited to, any material relating to the determination or application of Equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from Subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining a price.
2. Pursuant to G.S. 147-64.7, NCTA, the State Auditor, appropriate Federal officials, and their respective authorized employees or Agents are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with any department, board, officer, commission, institution, or other authority of the State of North Carolina pursuant to the performance of this Contract or to costs charged to this Contract. Additional audit or reporting Requirements may be required by any authority, if in NCTA's opinion, such requirement is imposed by Federal or State law or regulation. The State Auditor and internal auditors of NCTA may audit the records of the Contractor during and after the term of the Contract to verify accounts and data affecting fees and performance.
3. NCTA reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records

(as herein defined) or Proposal Records (as hereinafter defined) of the Contractor or any Subcontractor. By submitting a response to the RFP, Contractor or any Subcontractor submits to and agrees to comply with the provisions of this section.

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

1.5. Contractor Cooperation

1. During the course of this Agreement, NCTA may undertake or award other agreements for additional Work, including but not limited to separate agreements with different contractors, vendors and or internal/external agencies related to **Part III, Scope of Work and Requirements**. It is critical that close coordination with interfacing contractors, vendors and/or other agencies as directed by NCTA occurs throughout the term of this Agreement. Contractor shall fully cooperate with NCTA and the parties to all other contracts and carefully integrate and schedule its own Work with said parties.
2. NCTA will expect all contractors to comply with all Requirements, special provisions and other terms and conditions applicable to the Contract(s) at all times during the performance of the Contract(s). In the event of a dispute between contractors, clarifications may be sought from NCTA; provided Contract Terms, conditions or obligations shall remain in effect, excepting in instances wherein a Change Order or other Contract modification is duly executed in writing in accordance with this **Part V, Terms and Conditions**; however, contractors shall engage in all efforts to resolve disputes prior to participation of NCTA and further, such participation by NCTA does not imply or represent a NCTA responsibility for resolution or payment of claims that arise out of a dispute between two contractors.

3. Should problems in coordination with other contractors occur, the Contractor shall make NCTA aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.
4. Additional Coordination and Cooperation Requirements
 - a. The Contractor shall work closely with NCTA and any other contractors who will be working for NCTA for the purpose of coordinating any activity which may affect both contractors.
 - b. Should problems in coordination with other contractors occur, the Contractor shall make NCTA aware of these problems immediately and shall take steps to address the problems and mitigate any delays or additional costs. Contractor shall not commit or permit any act that will interfere with the performance of Work by any other contractor or by NCTA.
 - c. The Contractor shall cooperate with all other contractors to avoid any delay or hindrance to the other contractors or forces. NCTA reserves the right to perform other or additional Work (including material sources) at any time, by the use of other forces.
 - d. Each contractor shall be responsible to the other for all damage to Work to persons or property caused to the other by their Operations, and for loss caused the other due to unnecessary delays or failure to finish the Work within the time specified for completion.

1.6. Authority of the NCTA Project Manager

1. For purposes of this Contract the Deputy Chief Toll Operations Officer is deemed the NCTA Project Manager. The Contractor hereby authorizes the NCTA Project Manager to determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including, without limitation: questions as to the value, acceptability and of the Services; questions as to either party's fulfillment of its obligations under this Agreement; negligence, fraud or misrepresentation before or subsequent to execution of this Agreement; questions as to the interpretation of **Part III, Scope of Work and Requirements**; and claims for damages, compensation and losses.
2. The NCTA Project Manager shall act as the designated representative of NCTA in all matters relating to this Agreement.
3. The NCTA Project Manager may give orders to the Contractor to do Work that they determine to be necessary for the Contractor to fulfill the Contractor's obligations under this Agreement.
4. If requested by the Contractor, the NCTA Project Manager will promptly provide appropriate explanations and reasons for his determinations and orders hereunder.
5. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the NCTA Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the NCTA Project Manager's determination or order. Orders shall be in writing, unless not practicable, in which event any oral order must be confirmed in writing by the Project Manager as soon thereafter as practicable.

1.7. Project Phases

The Work shall be delivered through the issuance of two (2) NTPs. The approach aids in managing scope, schedule, quality, and operational readiness across CSCO and CCT. These activities may overlap, and the Contractor shall obtain NCTA review and Approval (or acceptance, as applicable) of required Deliverables at key project delivery gates before proceeding. The Work shall be governed by **Part III, Scope of Work and Requirements**. The Project Phases defined below apply to both NTP₁ and NTP₂ and should govern the Project approach commencing with the Project Planning Phase through Project Completion.

1.7.1. Project Planning Phase

The Contractor shall proceed with the Project Planning Phase upon receiving NTP₁. At this time, the Contractor shall confirm scope, develop the Baseline Schedule, and produce required documentation and management plans (including CSCO approach and CCT technical/work plans).

1.7.2. Design & Development Phase

The Contractor shall proceed with the Design & Development Phase at which time the Contractor shall finalize Requirements and designs, configure and/or build the solution (including CSC process/workflow design and CCT configuration/development). During this phase, the Contractor shall be executing test plans, resolving defects, and obtaining NCTA acceptance of Deliverables (including CSC procedure validation and CCT functional, integration, and security testing).

1.7.3. Testing & Acceptance Phase

The Contractor shall proceed with the Testing & Acceptance Phase upon completing and obtaining Approval from NCTA on the Design & Development Phase.

1.7.4. Implementation & Transition Phase

The Contractor's Implementation & Transition Phase responsibilities shall begin upon completion and NCTA Approval of the Testing & Acceptance Phase. This requires technical solutions to be deployed to production, NCQP CSC and WIC staff to be trained, and the transitioning of knowledge, assets, and responsibilities (including CSC readiness, cutover support, and CCT deployment/ transition).

1.7.5. O&M and Continuous Improvement Phase

Upon NCTA's Approval of the Implementation & Transition Phase, the Contractor will then progress into the O&M and Continuous Improvement Phase which will continue until the expiration of the base Contract Term. Commencement of this phase shall not relieve the Contractor of any of its responsibilities to complete all Requirements set forth in **Part III, Scope of Work and Requirements**, and does not waive any of the rights of NCTA in this regard. During this final phase, the Contractor shall continue with operations, perform preventive and corrective maintenance, monitor performance, and implement approved enhancements based on lessons learned and evolving needs (including CSC performance/quality monitoring and CCT lifecycle support and upgrades).

1.7.6. Optional Extension Phase

The Optional Extension Phase includes two (2) three (3)-year optional extensions to be executed at the sole discretion of NCTA, with the first optional extension commencing upon the end of the base Contract Term

based on the date of NTP¹. NCTA will provide a notice of a minimum of ninety (90) Calendar Days if NCTA elects to exercise the extension(s) option.

1.7.7. Project Completion

Project Completion shall be deemed to have occurred when all obligations under this Agreement have been successfully performed by the Contractor, including but not limited to all retentions owed to the Contractor have been released by NCTA and, when NCTA has delivered a Notice of Project Completion (NTPC) to the effect of the foregoing.

Note: NCTA's beneficial use of the Deliverables of this RFP during any Project phase prior to Project Completion shall not constitute Acceptance of any Deliverable, nor shall such use give rise to equitable claim for adjustment.

1.8. Order of Precedence

The Contract is subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following Order of Precedence:

1. Executed Agreement, including RFP, all executed RFP addenda, BAFO (if applicable), and Amendments.
2. **Part III, Scope of Work and Requirements**, including Addenda.
3. **Part V, Terms and Conditions**, including Addenda.
4. Contractor's Price Proposal.
5. Contractor's Technical Proposal, including Exhibits and Appendices

1.9. Warranties

1.9.1. System Warranty during Operations & Maintenance and Continuous Improvement Phase

A full System warranty shall be provided by the Contractor on all System Equipment, Hardware and Software for the term of the Ongoing Operations & Support Phase and any extensions thereof. As a result, during the O&M and Continuous Improvement Phase, NCTA shall not pay any additional charges above the prices set forth in the Contractor's agreed-to Price Proposal for the O&M and Continuous Improvement Phase Work, other than Work related to agreed-to Force Majeure events or agreed-to out of scope work requested by NCTA, pursuant to these **Part V, Terms and Conditions**. Notwithstanding the foregoing, in the period after installation and prior to Acceptance, all system maintenance and support Work shall also be at Contractor's sole expense. Such Work shall be at no charge to NCTA and shall include replacement or update, whether pre-or post-Acceptance, on any unit of Equipment, Hardware or Software, or part or component thereof, which NCTA deems defective or insufficient, or which NCTA deems to have failed to comply with **Part III, Scope of Work and Requirements**. All transportation, labor and fees associated with restocking cancelled or returned orders shall also be the responsibility of the Contractor. All defective equipment replaced by the Contractor will become the property of the Contractor.

The provisions of this Section 1.9, Warranties, shall survive the expiration, cancellation, or termination of this Agreement.

1.9.2. Third-Party Warranties

In addition to the foregoing warranties, the Contractor shall assign to NCTA, and NCTA shall have the benefit of, any and all Subcontractors' and suppliers' warranties and representations with respect to the System and Services provided hereunder. The Contractor's agreements with Subcontractors', suppliers and any other third-parties shall require that such parties (a) consent to the assignment of such warranties and representations to NCTA, (b) agree to the enforcement of such warranties and representations by NCTA in its own name, and (c) furnish to NCTA, the warranties set forth herein. At NCTA's request, the Contractor shall provide supporting Documentation which confirms that these warranties are enforceable in NCTA's name.

1.9.3. Service Warranties

The Contractor warrants that all Services shall be performed in a high-quality, professional manner by qualified and skilled personnel in compliance with NCTA's Requirements as set forth in **Part III, Scope of Work and Requirements**. In the event NCTA determines that any Services do not conform to the foregoing warranty, NCTA shall be entitled to elect one of the following remedies: (i) revision of the Services by the Contractor until NCTA deems them to be in conformity with the warranty in this section, at no charge to NCTA; (ii) refund from the Contractor for all fees paid in connection with the Services, which NCTA deems were not as warranted, subject to the provisions of **Part V, Terms and Conditions**, such that the Contractor is not required to refund fees for non-provision of Services for which Liquidated Damages have been assessed, (iii) reimbursement by the Contractor for NCTA's costs and expenses incurred in having the Services re-performed by NCTA or someone other than the Contractor. Notwithstanding the foregoing, nothing in this Section shall be construed to limit NCTA's rights pursuant to **Part V, Terms and Conditions**, Section 2.6.2 Termination for Cause.

1.9.4. Data Accuracy

The Contractor acknowledges and understands that the data and/or information it collects, processes and/or provides to NCTA will be relied upon to NCTA and other persons or entities that are now or will in the future be under Agreement with NCTA. Should information derived and provided by Contractor be inaccurate and cause NCTA to incur damages or additional expenses, NCTA shall notify Contractor and the Contractor shall immediately place any applicable insurance carrier on Notice of a potential claim. This provision shall survive termination of this Agreement, and the Contractor agrees to waive any applicable limitation periods consistent with enforcement of this provision.

1.9.5. Additional Warranties

The Contractor warrants the following:

1. All guarantees and warranties made herein are fully enforceable by NCTA acting in its own name.
2. The Equipment and Systems the Contractor installs and places into operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or overhead buildings, structures, surfaces, or any physical/mental damage to any individual utilizing any units(s) of Equipment.
3. All provided Equipment is new and unused.

4. Warranties provided in this Section 1.9 are in addition to warranties set forth in the General Conditions.
5. UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS SECTION 1.9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

1.9.6. Pervasive Defects

The Contractor agrees to promptly remedy, at no cost to NCTA, any defects determined by NCTA be pervasive, such that if NCTA determines that any Equipment, component, sub-component or Software is experiencing continued or repetitive failure that requires constant replacement or repair, the Contractor agrees that a “Pervasive Defect” shall be deemed to be present in such affected types of Equipment or Software. The Contractor shall perform an investigation of the issues and prepare a report that includes a reason for the failure and their Plan for remedy. Such correction shall be in a manner satisfactory to NCTA and that permanently addresses the problem and corrects the defect so that such defect does not continue to occur.

The obligations set forth in this section shall be in addition to any warranty obligations set forth in this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

1.9.7. General Guaranty

Neither Acceptance of the Project, System and/or Services or payment therefor, nor any provision in this Agreement, nor partial or entire use of the System and Services by NCTA shall constitute an Acceptance of System and Services not performed in accordance with this Agreement or relieve the Contractor of liability for any express or implied warranties or responsibility for faulty materials or workmanship.

1.10. Software and License

A Software license and escrow agreement shall be attached to the final Contract as an Exhibit. The license and escrow agreement shall include the terms and conditions set forth below.

1.10.1. Description of Software Licenses

The Contractor hereby grants to NCTA, for purposes of operating the system, an unlimited, fully-paid-up, royalty-free, perpetual, universal, irrevocable, non-exclusive license: (i) to use, operate, maintain, disclose, modify, adapt, and improve any and all software and other equipment; notwithstanding the foregoing, any modifications not made by the Contractor, its Subcontractors or agents shall be subject to Contractor validation in order to continue to maintain applicable warranties; (ii) to use all resulting versions, modifications, adaptations and improvements of any and all Software and other Equipment; (iii) to make, have made, use, distribute and display copies, reproductions, and derivative works of any and all Software and Documentation; and (iv) to permit any other person or entity providing Services to NCTA to do any and

all of the foregoing (i) through (iii). The foregoing license includes the right to use any Systems, processes, methods, applications, technical data specifications and other Documentation (including those provided by the Contractor, any third-party or currently used by NCTA) comprised or practiced by the Equipment or that are necessary or useful to operate the System.

1.10.2. Scope of Software Licenses

All rights and licenses granted to NCTA under this Agreement shall be exercisable at any time by NCTA and each of the persons and entities provided Services by the Contractor. The license shall permit NCTA to add at any time, entities or persons to receive Contractor Services with no additional license fees charged to NCTA. The foregoing shall apply to NCTA, and such persons and entities and their respective successors and assigns. Contractor shall include, without requirement of any payment or provision of any consideration other than or in addition to that which is expressly specified by this Agreement, the right of NCTA and each other person or entity referred to in this subparagraph:

1. To utilize the system (including all equipment or related Documentation), in whole or in part, in connection with Services provided by or to NCTA or such other persons or entities, without regard to present or future location, including for purposes of technical support, Operations, Maintenance or repair;
2. To make multiple copies of the software and related documentation for purposes of the exercise of NCTA's rights and licenses hereunder;
3. To use the software and related documentation on or in connection with multiple processors, components obtained by or on behalf of NCTA from the Contractor or from third parties, and Systems (including the System) utilized by NCTA or any person or entity providing Services to or on behalf of NCTA.
4. To maintain and modify the software subject to the Contractor validation set forth in Section 1.10.1 Description of Software Licenses subparagraph (i) and to use the resulting versions and modifications thereof.
5. To sell or distribute user technology, device or method permitting public access to and use of the user Interface of the System, to any person or entity, and
6. To exercise any and all such rights and licenses under this Agreement through the services of its employees, agents, independent contractors or subcontractors, or such other persons or entities as it may employ or engage in its own discretion, and to disclose the software and related documentation, in whole or in part, to such persons or entities for such purposes.

For the avoidance of doubt, nothing in this Agreement shall restrict or preclude NCTA from providing to any other person or entity, or any such other person or entity from using, any of the Equipment, Software or other materials provided to NCTA hereunder by the Contractor, in connection with the provision of any products or Services to or on behalf of NCTA, or to any person or entity providing Services to or on behalf of NCTA.

Pre-existing Contractor software shall remain the property of the Contractor and nothing in this Agreement shall be construed to provide title to such Software to NCTA, subject to the License provided as set forth in Section 1.10.1. Description of Software Licenses.

1.10.3. Escrow

1. Establishing the Escrow: Upon execution of the Contract the parties shall enter into a software escrow agreement, hereto attached, to the final Contract as an Exhibit. Prior to depositing the software and related documentation into escrow, the Contractor shall submit the name of the escrow agent to NCTA for its Approval. In the event that the escrow agent requires its own form of escrow agreement, the form of escrow agreement used by the escrow agent shall be subject to the prior written Approval of NCTA and if not Approved by NCTA then another escrow agent shall be selected. If the escrow agent's form of escrow agreement is Approved by NCTA, said escrow agreement shall be used.
2. Deposits: Pursuant to the terms of the escrow agreement, the Contractor shall deposit with the escrow agent, without charge to NCTA, all Deposit Materials (as hereinafter defined) necessary or useful to: (i) use, operate, reproduce, modify, repair and maintain the Software; (ii) operate, modify, repair and maintain the equipment, and (iii) operate, use, modify, repair and maintain the system in accordance with this Agreement. Access to and rights in the materials in the escrow shall be governed by the terms and conditions hereof and as further defined in the escrow agreement.

Materials so deposited ("Deposit Materials") shall include but not be limited to: all Software programs (including all source and object code with respect thereto); configuration files; ICDs; operator's and user's manuals, and other associated documentation; reports; control files, utilities, and packages; operating systems; data base systems; network packages; maintenance items (including test programs and program specifications); functional documentation, compilers, instructions for generating the software, and any proprietary software tools that are necessary in order to maintain the software and other equipment. A list of all deposit materials shall accompany the Deposit Materials.

The Contractor shall deposit a complete set of Deposit Materials at system Go-Live and shall make deposit updates no less frequently than quarterly or when major updates are made to software pursuant to the following paragraph, whichever occurs first.

In the event the Contractor revises or supplements any of the Deposit Materials or creates additional materials related to the system, the Contractor shall deposit a complete set of such revised, supplemented, or additional Deposit Materials with the above named escrow agent within thirty (30) Calendar Days of such revision, supplement or addition and shall indicate with each deposit which documents and which pages have been revised, supplemented or added since the last deposit. Any deposits made pursuant to the two preceding sentences shall become part of the Deposit Materials.

The Contractor shall provide notice to NCTA confirming and describing the content of any deposits made within thirty (30) Calendar Days of such deposits, certifying that all such deposits are complete and include accurate copies of the required materials.

To the extent the software includes components developed by third parties, the Contractor shall ensure that the Deposit Materials include copies of license agreements, computer programs, disks and documentation for all software obtained by the Contractor from third parties. At the

Contractor's expense, the Contractor shall ensure that all third-party licenses are transferable to NCTA at the time of any release of the escrow provided for hereunder.

3. Payment for Costs of Escrow: The Contractor shall be responsible for payment of all costs arising in connection with the establishment and maintenance of the escrow throughout the Contract Term, including any fees of the escrow agent, and NCTA shall not be charged by the Contractor for its time in compiling and depositing Deposit Materials. The Contractor's obligation to maintain the escrow in place shall continue after the expiration or termination of the Contract Term until the Contractor receives notice from NCTA that the escrow is no longer required.
4. Verification of Escrow Deposits: From time to time while the escrow is in place, NCTA may, at its sole discretion, verify directly or hire a firm qualified and mutually and reasonably acceptable to both parties, to provide verification of the applicable escrow deposits at NCTA's expense, and to prepare a report. The agreement between NCTA and such firm will include non-disclosure provisions deemed appropriate by NCTA. Should any deficiencies or differences be noted between the System implemented under this Agreement and the applicable deposits delivered to the escrow agent, NCTA shall provide Notice to the Contractor and shall provide the Contractor with a copy of the audit report. Within thirty (30) Calendar Days after its receipt of such notification and accompanying audit report, the Contractor shall deliver to the escrow agent for deposit the applicable Deposit Materials necessary to make the escrow deposits consistent with the system.
5. Release of Escrow Deposits: Except as may be otherwise provided in the escrow agreement, the Deposit Materials are to remain in escrow unless or until withdrawal of such Deposit Materials is permitted pursuant to **Part V, Terms and Conditions**, Section 2, Contract Changes and Termination of this Agreement, or upon end of the Contract, whether due to termination or expiration, at which time such Deposit Materials shall be provided to NCTA subject to the limitations contained in the confidentiality provisions, and the terms of the escrow agreement, and shall be incorporated into the licenses granted to NCTA hereunder.

In addition, effective upon any release of the Deposit Materials to NCTA, the Contractor hereby grants to NCTA and its designees a perpetual, irrevocable, universal, non-exclusive, fully-paid-up, royalty-free license to use, reproduce, adapt, modify, enhance and reverse engineer the source code form of the software and all Deposit Materials for the purpose of supporting and maintaining the System, and for using, making, and having made derivatives of the software and Deposit Materials in connection therewith. The license granted hereunder shall cover the full definition of software, including components directly owned, developed or licensed by the Contractor, as well as components owned, developed or licensed by any Contractor affiliates, licensors, Contractor parties, including third-party Software suppliers.

1.11. Software and Intellectual Property

Contractor represents that custom software (developed or modified) may be necessary under this Contract. If Contractor develops or modifies the software to meet the Deliverables under this Contract, it will provide to NCTA all firmware upgrades, service releases, and patch releases as part of this Contract subject to Contractor's commercial terms for software/firmware license rights to embedded intellectual property. In

the event NCTA and Contractor mutually agree that development of custom software for NCTA would be of unique benefit to NCTA, separate and apart from the embedded intellectual property rights Contractor has licensed to NCTA, the following provisions of 1.11 shall apply.

1.11.1. Internal/Embedded Software License and Escrow

1. This section on software licenses applies to any source code developed or modified specifically for NCTA, system or application customizations and configuration settings, internal embedded software, firmware and unless otherwise provided in this NCTA RFP, or in an attachment hereto.
2. 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 the State of North Carolina. 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. Deliverables shall be considered works for hire provided by Contractor for the NCTA and shall belong exclusively to NCTA and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and NCTA. If by operation of law any of the Deliverables, including all related intellectual property rights, is not owned in its entirety by NCTA automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to NCTA and its designees the ownership of such Deliverable, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for NCTA to perfect its intellectual property rights with respect to the aforementioned Deliverables.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any or all associated intellectual property rights, shall be and remain the sole property of the Contractor, and NCTA shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Deliverable. Such rights belonging to NCTA shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Deliverables, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited in the solicitation documents or any attachment or exhibit to this Contract.

The Contractor and its Subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State and NCTA, and without any unauthorized use or disclosure of any Deliverable resulting from this Contract.

4. Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Contractor grants the State and NCTA a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State and NCTA shall have a worldwide, nonexclusive, non-sub licensable license to use such software and/or documentation for its internal use. NCTA may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. NCTA shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. NCTA may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Section shall terminate immediately upon NCTA's discontinuance of the use of the equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, NCTA shall (i) destroy all software copies made by NCTA, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. NCTA shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
5. Outsourcers, facilities management or service bureaus retained by NCTA shall have the right to use the Deliverables thereof to maintain the NCTA's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) NCTA gives notice to Contractor of such party, site of intended use of the Deliverables, and means of access; and 2) such party has executed, or agrees to execute, the Contractor's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third-party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for the NCTA. In no event shall the State or NCTA assume any liability for third-party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or NCTA.

Any third-party with whom NCTA has a relationship to perform a NCTA function or business operation, shall have the temporary right to use Deliverables, provided that such use shall be limited to the time period during which the third-party is using the Deliverables for the function or business activity.

6. The parties acknowledge and agree that the State and NCTA shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other work products first originated and prepared by the Contractor for delivery to NCTA ("Deliverables"). To the extent that any Contractor Technology is contained in any of the Deliverable, the Contractor hereby grants the State and NCTA a royalty-free, fully paid worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverable for NCTA's business purposes. Contractor shall not acquire any right, title and interest in the copyrights for goods, any and all software, technical information, specification, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State or NCTA to Contractor.
7. As NCTA's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). NCTA will not have to obtain the Approval of Contractor for permitted license transfers but must give thirty (30) Calendar Days prior written notice to Contractor. There shall be no additional license or other transfer fees due Contractor.
8. The Contractor shall provide to NCTA an executable copy of all Software developed for NCTA, to include source code documentation and application information. Included with the provision of source code, the Contractor shall demonstrate to NCTA that the provided executables are the correct software for the systems as delivered.

1.11.2. Software Maintenance/Support Services

1. This general requirement applies unless otherwise provided in NCTA's solicitation document or in an attachment hereto.
2. For the first year and all subsequent Contract years, Contractor agrees to provide the following Services for the current version and one previous version of any Software provided with the Deliverables, commencing upon installation of the Deliverables or delivery of the Software:
 - a. **Error Correction.** Upon NCTA verification of an error or defect Software, the Contractor shall use reasonable efforts to correct or provide a working solution for the error or defect Contractor's expense. NCTA shall comply with all reasonable instructions or requests of Contractor in attempts to correct an error or defect in the Program. Contractor and the State shall act promptly and in a reasonably timely manner in communicating error or defect logs, other related information, proposed solutions or workarounds, and any action as may be necessary or proper to obtain or effect Maintenance Services under this paragraph.
 - b. Contractor shall notify NCTA of any material errors or defects in the Deliverables known, or made known to Contractor from any source during the Contract Term that could cause the production of inaccurate or otherwise materially incorrect, results. Contractor shall initiate

actions as may be commercially necessary or proper to effect corrections of any such errors or defects.

- c. **Updates.** Contractor shall provide to NCTA, at no additional charge, all new releases and bug fixes (collectively referred to as "Changes") for any Software Deliverable developed or published by Contractor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, shall be governed by the provisions of this Contract.
- d. **Telephone Assistance.** Contractor shall provide NCTA with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software errors and defects in accordance with Requirements of this RFP.

1.11.3. Patent, Copyright and Trade Secret Protection

- 1. Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for NCTA, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general-purpose consulting and Software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative works, the Contractor hereby grants NCTA a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's purposes.
- 2. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all Software, technical information, specifications, drawings, records, Documentation, data or derivative works thereof, or other work products provided by NCTA to Contractor. NCTA hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Contractor's internal use to non-confidential Deliverables originated and prepared by the Contractor for delivery to NCTA.
- 3. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or deliverables supplied by the Contractor, or the operation of such deliverables pursuant to a current version of Contractor-supplied Software, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - a. That the Contractor shall be notified within a reasonable time in writing by NCTA of any such claim; and,
 - b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that NCTA shall have the option to participate in such action at its own expense.
- 4. Should any services or software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, NCTA shall permit the Contractor, at its option and expense, either to procure for NCTA the right to continue using the goods/Hardware or Software, or

to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/Hardware or Software by NCTA shall be prevented by injunction, the Contractor agrees to take back such goods/Hardware or Software, and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist NCTA in procuring substitute Deliverables. If, in the sole opinion of NCTA, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Contractor under this Contract impractical, NCTA shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage.

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

1.11.4. Tolls Data Ownership and Security

1. All data, records, and operations history information shall remain property of the NCTA at all times during the life of the Contract and after Contract termination.
2. The Contractor(s) shall ensure that no unauthorized personnel will have access to individual facilities, cabinets, data and records, payment histories, any personal information of existing or potential NCTA toll customers. Paper records shall be locked when not in use; Systems shall have secure password and ID controls for any data access. Contractor shall comply with the North Carolina Statewide Information Security Manual. Currently found at <http://it.nc.gov/document/statewide-information-security-manual>. Note that this manual may be amended from time to time throughout the term of the Contract. Further, data, records, operations history, or customer account information shall be stored or housed in the continental United States.
3. Contractor shall notify NCTA of any security breaches immediately following discovery of the breach in accordance with the NC Identity Theft Act, G.S. § 75-60 et seq.
4. In accordance with G.S. § 136-89.213, customer account information is confidential and not subject to public disclosure.
5. Contractor shall ensure that all subcontractors and third parties performing tasks with respect to the Contract comply with the data security provisions contained in this section.

1.12. Artificial Intelligence Policy

1.12.1. Defined Terms

1. **Artificial Intelligence (AI):** Systems that perform tasks normally requiring human intelligence, such as perception, reasoning, and decision making.

2. **Use Case Playbook:** A modular annex that describes how a specific AI capability is governed under this framework.
3. **Restricted Data:** Information that can be disclosed under very limited circumstances, if at all, under the [Statewide Data Classification & Handling Policy](#).

1.12.2. Guiding Principles for Responsible AI Use

The following principles from the NC State Government Responsible Use of AI Framework shall be applied to all AI tools used and implementations pursued at NCTA for this Contract:

1. **Human-Centered:** NC Quick Pass Customer Service Center AI solutions shall augment human skills and judgment; they must never replace or override human decision-making authority.
2. **Transparency & Explainability:** The design, data sources, and decision logic of AI systems shall be documented and communicated so that their operations and outputs are understandable to all relevant stakeholders.
3. **Security & Resiliency:** AI systems shall incorporate robust safeguards—technical, procedural, and physical—to protect data and ensure the continuity and reliability of critical services.
4. **Data Privacy & Governance:** The processing of Restricted Data (including PII, PHI, and PCI data) or personally identifiable information by AI systems is permitted only with explicit authorization and in full compliance with the [Statewide Data Classification & Handling Policy](#).
5. **Fairness & Non-Discrimination:** Development and monitoring processes shall proactively detect, measure, and mitigate bias to ensure equitable treatment of all users and communities.
6. **Accountability & Auditability:** Clear roles and traceable records shall be established so that every AI-related action can be attributed, reviewed, and, when necessary, remediated.
7. **Governance & Oversight:** All AI capabilities shall be subject to continuous assessment and improvement under the direction of the NCTA Data and AI Governance Committee, ensuring alignment with evolving policy, technology, and public expectations.

1.12.3. Core Policy Requirements

AI use cases for this Contract will be evaluated from time to time at NCTA's discretion against the following core policy Requirements:

1. **Activation & Procurement** – All new AI capabilities shall not be activated or procured until an approved Use Case Playbook has been completed/reviewed by NCTA Data and AI Governance Committee has granted formal sign-off.
2. **Data Governance & Classification** – Restricted Data may be processed by an AI capability only when the NCTA Data and AI Governance Committee has provided an explicit exemption in writing.
3. **Access & Licensing** – Access to AI capabilities shall be strictly role based.
4. **Training** – Users shall complete sufficient AI training as determined by NCTA, including coverage of responsible use and security.

5. **Acceptable vs Prohibited Uses** – Acceptable uses include internal drafting, brainstorming, and summarization; prohibited uses include public releases without human review, processing Restricted Data without an exemption, any personal projects, and uses out of line with responsible/ethical AI guidelines.
6. **Monitoring & Audit** – All AI capabilities shall generate comprehensive audit logs, and a KPI dashboard shall be reviewed by the NCTA Data and AI Committee every quarter.
7. **Incident Response** – Any violation of this framework shall be reported to the Data and AI Committee within one hour, and incident handling shall follow the NCDOT/NCTA incident response plan.

2. Contract Changes and Termination

2.1. General

The following Contract changes are allowable within the scope of this Contract:

1. **Change Orders** – The NCTA anticipates issuing Change Orders for Work required to modify, enhance or otherwise improve the CSC Operations Staffing and Customer Contact Technology operations associated with NCTA’s program.
2. **Extra Work Orders** – The NCTA anticipates issuing Extra Work Orders to address variances in the specifications or Part III, Scope of Work and Requirements beyond that of the Approved Operational Concept and for which there is no appropriate pay item or category. Extra Work Orders will be issued within the sole discretion of the NCTA, and such additional Work may be subject to a new competitive procurement as deemed to be in the best interest of the NCTA.
3. **Task Orders** – The NCTA anticipates issuing Task Orders for Work required to enhance ongoing Services in accordance with labor rates proposed and set forth in the Price Proposal.
4. **Time Extensions** – The NCTA anticipates issuing Time Extensions, as necessary, to modify CSC Operations Staffing and Customer Contact Technology milestones for reasons out of the control of the Contractor. Unless otherwise agreed to by the NCTA in writing, the Contractor’s payment schedule and Price Proposal, including labor rates identified in the Price Proposal, shall apply to all of the above Contract changes. If cost for additional Work and/or Services cannot be established on the basis of the Price Proposal or the payment schedule, a catalog or market price of a commercial product sold in substantial quantities, or on the basis of prices set by law or regulation, the Contractor is required to submit to the NCTA detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.

2.2. Change Orders

1. NCTA may elect to have the Contractor perform the Change Order Work. In this case, the Contractor shall provide a detailed Operational Proposal and Price Proposal for the order, and await Approval and NTP from NCTA before incurring any expenses for which the Contractor expects reimbursement.

2. If NCTA advertises the Change Order Work, NCTA may elect to use the Contractor to assist NCTA in the procurement of additional Hardware, Software or Services, and/or integrate the Change Order Work into the BOS or operations workflow. In this case, NCTA would obtain these Services through a negotiated and Approved Task Order.

2.3. Extra Work Orders

An Extra Work Order will ONLY be a change in the Scope of Work and Requirements requiring different operational services than that covered by the existing Contract or a change to a Contract Term and condition with an impact. Some examples include:

1. Large-scale changes the Contractor's Scope of Work;
2. Changes to insurance or legal Requirements.

2.4. Task Orders

The Task Order process may be utilized by NCTA to request services from the Contractor to assist the NCTA with specific tasks or services related to the operations. Prices for Task Orders shall be prepared in accordance with the hourly labor rates contained in the applicable operations staffing price sheets. While NCTA makes no guarantee that Task Order Work will be requested, the Contractor should be prepared to provide assistance and support to NCTA for tasks that may include but not be limited to:

1. Temporary changes in approved operational procedures materially impacting staffing or processes;
2. Attendance, participation, and/or representation at meetings outside of the Work described in this RFP;
3. Assistance and support related to tasks directly related to toll collection such as expanded Interoperability Work efforts, and;
4. Additional or temporary staffing needed to assist NCTA with special projects.

2.5. Time Extensions, Schedule Changes and Submittals

2.5.1. Project Schedule

The Requirements that establish the Contractor's responsibility for maintaining the Project schedule, managing and reporting delays, and remaining accountable for timely completion of the Work are outlined in **Part III, Scope of Work and Requirements**, specifically in Section 2.3.2.1, Baseline Schedule, and Section 2.3.2.2, Schedule Management.

2.5.2. Time Extensions and Schedule Changes

1. If the Contractor causes delays and fails or refuses to implement measures sufficient to bring its Work back into conformity with the current Approved Schedule, its right to proceed with any or all portions of the associated Work may be terminated under the provisions of the Contract. However, in the event that NCTA, in its sole determination, should permit the Contractor to proceed, the NCTA's permission shall in no way operate as a waiver of its rights nor shall it deprive NCTA of its rights under any other provisions of the Contract.

2. NCTA will Approve Contract Time Extensions ONLY for Force Majeure causes or acts by NCTA or its contractors which have been documented to have impeded the Contractor's progress.
3. Any changes to the Approved Implementation Schedule resulting from a time extension require Approval and may require an Amendment to the Contract.
4. Approval of a revised Implementation Schedule shall not constitute approval of a Time Extension or modification of contractual milestone dates unless expressly stated in writing by NCTA
5. Unless otherwise expressly agreed to by NCTA, the Contractor shall not receive extra compensation or damages for any time extension Approved by NCTA for completion of additional and/or altered Work. However, the Contractor shall be fully compensated for such Work as agreed upon by NCTA and the Contractor in the Change Order or the supplemental agreements.

For additional Requirements that establish the Contractor's responsibility pertaining to time extensions and schedule changes, reference the Requirements outlined in **Part III, Scope of Work and Requirements**, specifically in Section 2.3.2.1, Baseline Schedule and Section 2.3.2.2, Schedule Management.

2.5.3. Submittals

The Requirements that establish the Contractor's responsibility for submitting Project documents and schedules in accordance with Approved Project plans, as well as NCTA's review and Approval process for those Submittals are outlined in **Part III, Scope of Work and Requirements**, specifically in Section 3, Project Documentation, Section 3.2.3, Review Cycle, and Section 3.3.1, Baseline Schedule.

2.6. Contract Termination

2.6.1. Termination General Requirements

1. The Contract issued for CSC Operations Staffing and Customer Contact Technology will terminate at the end of the Contract Term(s) set forth above, inclusive of any ongoing O&M and Continuous Improvement Phase and/or extension periods as noted in **Part V, Terms and Conditions**, Section 1.1 Term of Contract and Section 1.7 Project Phases.
2. The NCTA may terminate the Contract(s), in whole or in part, for default subject to the default provisions set forth below.
3. Any required Notices of termination made under this Contract shall be transmitted via U.S. Mail, Certified Return Receipt Requested, or personal delivery to the Contractor's contract administrator. The period of Notice for termination shall begin on the day the return receipt is signed and dated or upon personal delivery to the Contractor(s) contract administrator.
4. The parties may mutually terminate this Contract by written agreement at any time.
5. NCTA may terminate this Contract, in whole or in part, pursuant to the Terms and Conditions in the Solicitation Documents.
6. NCTA will notify the Contractor(s) at least ninety (90) Calendar Days prior to the termination of the Contract in the absence of cause. This notification will require the Contractor(s) to initiate actions in preparation for leaving the NCTA Project site and handing off system operations to replacement entities. These actions shall include:
 - a. Acknowledgement of receipt of End of Contract notification, and

- b. Act in accordance with **Part V, Terms and Conditions**, Section 2.7 End of Contract and Transition.

2.6.2. Termination for Cause

1. NCTA may terminate for Cause if the breach is not cured within the time specified in **Part V, Terms and Conditions**, Section 2.6.2.3 below.
2. "Cause" shall mean a material breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to elsewhere in this Agreement as a breach, a material breach shall include the following:
 - a. The Contractor failed to secure data and/or operate in accordance with this Agreement;
 - b. The Contractor materially inhibited NCTA's collection of toll revenue;
 - c. The Contractor has not submitted acceptable Deliverables to NCTA on a timely basis;
 - d. The Contractor proves incapable of meeting the Requirements set forth in **Part III, Scope of Work and Requirements**;
 - e. The Contractor refused or failed, except in cases for which an extension of time is provided, to supply enough properly skilled workers or proper materials to properly perform the Services required under this Agreement;
 - f. The Contractor failed to meet required PCI training Requirements;
 - g. The Contractor failed to make prompt payment to Subcontractors or suppliers for materials or labor;
 - h. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received from this Agreement for the benefit of its creditors, or it has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's property or affairs have been put in the hands of a receiver;
 - i. Any case, proceeding or other action against the Contractor is commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or law of any jurisdiction, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Calendar Days;
 - j. The Contractor fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies as required by this Agreement;
 - k. Any warranty, representation, certification, financial statement or other information made or furnished to induce NCTA to enter into this Agreement, or made or furnished, at any time, in or pursuant to the terms of this Agreement or otherwise by the Contractor, or by any person who guarantees or who is liable for any obligation of the Contractor under this Agreement, shall prove to have been false or misleading in any material respect when made;
 - l. Any intentional violation by the Contractor of the ethics provisions, or applicable laws, rules or regulations;
 - m. the Contractor has failed to obtain the Approval of NCTA where required by this Agreement;

- n. the Contractor's Audited Financial Statements or those of its parent company submitted to NCTA do not fairly represent the Contractor or its parent's true financial position;
 - o. The Contractor has failed in the representation of any warranties stated herein;
 - p. The Contractor makes a statement to any representative of NCTA indicating that the Contractor cannot or will not perform any one or more of its obligations under this Agreement;
 - q. The Contractor fails to remedy Pervasive Defects;
 - r. Any act or omission of the Contractor or any other occurrence which makes it improbable at the time that the Contractor will be able to perform any one or more of its obligations under this Agreement;
 - s. Any suspension of or failure to proceed with any part of the Services by the Contractor which makes it improbable that the Contractor will be able to perform any one or more of its obligations under this Agreement;
 - t. A pattern of repeated failures to meet a Performance Requirement(s) as defined in **Part III, Scope of Work and Requirements**;
 - u. The suspension or revocation of any license, permit, or registration necessary for the performance of the Contractor's obligations under this Agreement, or
 - v. The default in the performance or observance of any of the Contractor's other obligations under this Agreement and the continuance thereof for a period of thirty (30) Calendar Days after Notice given to the Contractor by NCTA.
3. Cure/Warning Period: Prior to terminating the Contract(s) for cause, NCTA will issue a Notice of cure/warning to the Contractor(s) thirty (30) Calendar Days prior to the termination date. The Notice will be transmitted via U.S. Mail Certified Return Receipt Requested, overnight delivery, or personal delivery to the Contractor(s) Representative, and the period of Notice for termination shall begin on the date the Return Receipt is signed and dated or upon personal delivery to the Contractor contract administrator. The Notice will specify the corrective actions/work required to be taken by the Contractor to come into compliance with the terms and conditions of the Contract(s). If the corrective actions/work is performed within the cure/warning period, in a manner acceptable to NCTA, the Contract will remain in effect in accordance with the terms and conditions thereof.
4. Rights/Remedies Preserved: The rights and remedies of NCTA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be relieved of liability to NCTA for damages sustained by NCTA arising from Contractor's breach of this Contract; and 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.
5. Termination Without Notice of Cure/Warning: If NCTA has issued two Notices of cure/warning to the Contractor, upon the issuance of the third or subsequent Notice, NCTA reserves the right to terminate the Contract without further Notice. The failure of 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

The NCTA may terminate the Contract(s) 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 **Part III, Scope of Work and Requirements**, but without separate compensation.

2.7. End of Contract and Transition

The Contractor acknowledges that the Services it provides under the terms of the Contract are vital to the successful operation of the NCTA program, and that said Services shall be continued without interruption. In the event that this Agreement is terminated for convenience or default or upon the Agreement completion date or expiration of the Agreement Term or any extensions thereof, the Contractor shall cooperate with NCTA to facilitate a smooth succession to the NCTA's selected successor for the Services, whether the successor is NCTA or a third-party. The Requirements for this End of Contract Transition are contained in **Part III, Scope of Work and Requirements**. Costs for such End of Contract Transition are included in the current Contract, and the Contractor shall perform such Work without additional compensation.

The Contractor acknowledges that the Services provided under the terms of this Contract are vital to the successful operation of NCTA's program, and that said Services shall be continued without interruption. If NCTA determines that additional Services by Contractor are necessary after the expiration of the Contract to facilitate a smooth succession, the Contractor must also provide for up to six (6) months after the expiration or cancellation of the Agreement additional transition assistance requested by NCTA, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. If additional Services are required and requested by NCTA, the State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

3. General Terms and Conditions

3.1. Standards

Any Deliverables shall meet all applicable State and Federal requirements, such as State or Federal Regulation, and NC Chief Information Officer's (CIO) policy or regulation. The Contractor will provide and maintain a Quality Assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the requirements of this Contract. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility requirements as required:

1. **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.
2. **Specifications:** The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used. Upon any Notice of noncompliance issued by NCTA, Contractor shall supply proof of compliance with the specifications within ten (10) Calendar Days. Contractor shall provide written Notice of its intent to deliver alternate or substitute products, goods or Deliverables. Alternate or substitute products, goods or Deliverables may be accepted or rejected at the sole discretion of NCTA; and any such alternates or substitutes shall be accompanied by Contractor's Certification and evidence satisfactory to NCTA that the function, characteristics, performance, and endurance will be equal or superior to the original Deliverables specified. All alternates or substitutes are subject to Approval by NCTA.

3.2. Acceptance Criteria

NCTA shall have the obligation to notify Contractor, in writing ten (10) Calendar Days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Contract are not acceptable. The Notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by NCTA shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final Acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or Acceptance criteria, NCTA may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If Contractor fails to promptly cure or correct the defect or replace or reperform the Deliverables, NCTA reserves the right to cancel the Contract, contract with a different contractor, and to invoice the original Contractor for any differential in price over the original Contract price.

3.3. Personnel

1. Contractor shall not substitute Required 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. The Contractor agrees to provide NCTA with resumes of the replacement,

acceptable, substitute personnel within thirty (30) Calendar Days of receiving a request from NCTA to terminate the services of any person providing Services under this Contract and agree to make that person or persons available for interviews by NCTA.

2. Unless otherwise expressly provided in the Contract, Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications Equipment, Software, supplies and materials necessary for the Contractor to provide and deliver the Services and other Deliverables.
3. Contractor personnel shall perform their duties on the premises of NCTA, during NCTA's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
4. The Contract shall not prevent Contractor or any of its personnel supplied under the Contract from performing similar Services elsewhere or restrict Contractor from using the personnel provided to NCTA, provided that:
 - a. Such use does not conflict with the terms, specifications or any Amendments to the Contract, or
 - b. Such use does not conflict with any procurement law, regulation or policy, or
 - c. Such use does not conflict with any non-disclosure Contract, or term thereof, by and between the State and Contractor or Contractor's personnel.
5. Unless otherwise provided by NCTA, the Contractor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. Contractor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. Contractor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the NCTA necessary for Contractor to comply with the Contract. Contractor personnel shall comply with any applicable State facilities or other security rules and regulations

3.4. Subcontracting

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.

The Contractor shall identify all Subcontractors in accordance with **Exhibit B-3, List of Subcontractors and RS-2 Form**.

3.5. 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).
2. Intellectual Property: Contractor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Contractor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third-party.
3. Inherent Services. If any Services, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance, provision and delivery of the Services and other Deliverables pursuant to this Contract, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services.
4. Contractor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any Contract, or order by any court of competent jurisdiction.

3.6. STATE PROPERTY & INTANGIBLE RIGHTS

The parties acknowledge and agree that NCTA shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other Work products first originated and prepared by the Contractor for delivery to the State (the "Deliverables"). To the extent that any Contractor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's internal business purposes. 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 the Contractor. NCTA hereby grants Contractor a

royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Contractor for delivery to NCTA.

3.6.1. 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 NCTA's alteration of any Contractor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving Notice they infringe a trade secret of a third-party.
6. Nothing stated herein, however, shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights.

3.6.2. Data Security

1. All data, records, and operations history information shall remain property of the NCTA at all times during the life of the Contract and after Contract termination.
2. The Contractor(s) shall ensure that no unauthorized personnel will have access to individual facilities, cabinets, data and records, payment histories, any personal information of existing or potential NCTA toll customers. Paper records shall be locked when not in use; Systems shall have secure password and ID controls for any data access. Contractor shall comply with the North Carolina Statewide Information Security Manual. Currently found at <https://it.nc.gov/documents/statewide-policies/statewide-information-security-manual>, as may be amended from time to time throughout the term of the Contract.
3. Contractor shall notify NCTA of any security breaches immediately following discovery of the breach in accordance with the NC Identity Theft Act, G.S. § 75-60 et seq.
4. In accordance with G.S. § 136-89.213, customer account information is confidential and not subject to public disclosure.

3.7. Other General Provisions

3.7.1. Governmental Restrictions

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

3.7.2. Prohibition Against Contingent Fees and Gratuities

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 NCTA in writing prior to Acceptance of the Contract or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign this Contract and bind the Party to the terms and conditions of this Contract. Contractor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of this Contract; obligation or contract for future award of compensation as an inducement or consideration for making this Contract. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the bidder(s) or Contractor(s) as permitted by State or Federal law.

2. Gift Ban - By Executive Order 24, issued by Governor Perdue, and G.S. § 133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, Subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's cabinet agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who: (a) have a contract with a governmental agency; or (b) have performed under such a contract within the past year; or (c) anticipate bidding on such a contract in the future. For additional information regarding the specific Requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

3.7.3. Equal Employment Opportunity

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

3.7.4. Inspection at Contractor's Site

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

3.7.5. Advertising / Press Release

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

3.7.6. Confidentiality

To promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in G.S. § 132-1 et. seq. Such information may include trade secrets defined by G.S. § 66-152 and other information exempted from the Public Records Act pursuant to G.S. § 132-1.2. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any page, the Contractor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the Requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Contractor's confidential information and not as an arbiter of claims against Contractor's assertion of confidentiality. If an action is brought pursuant to G.S. § 132-9 to compel the State to disclose information marked confidential, the Contractor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Contractor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Contractor in writing of any action seeking to compel the disclosure of Contractor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to G.S. § 132-9 or other applicable law.

1. Care of Information: Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or NCTA during performance of any contractual obligation from loss, destruction or erasure.
2. Contractor warrants that all its employees and any Approved third-party contractors or Subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Contractor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Contractor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in G.S. § 132-1 et. seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Contractor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Office of Information Technology Services or the N.C. Department of Revenue pursuant to future statutory or regulatory Requirements.
3. 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.

4. Contractor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by NCTA or maintained or created in accordance with this Contract. No such information, data, instruments, studies, reports, records and other materials in the possession of Contractor shall be disclosed in any form without the prior written consent of NCTA. Contractor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
5. All Project materials, including Software, data, and Documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Contractor are the property of the State of North Carolina and shall be kept confidential or returned to the State, or destroyed. Proprietary Contractor materials shall be identified to the State by Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Derivative Works of any Contractor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

3.7.7. Deliverables

Deliverables, as used herein, shall comprise all Hardware, Contractor Services, professional services, Software and provided modifications to the Software, and incidental materials, including any goods, Software or Services access license, data, reports and Documentation provided or created during the performance or provision of Services hereunder. Hardware, Custom Software first requested and developed for the State and other Deliverables not subject to owner licensing or leasing are the property of the State of North Carolina. Proprietary Contractor materials licensed to the State shall be identified to the State by Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, Designs, programs, enhancements, and other technical information; but not source and object code or Software.

3.7.8. Late Delivery, Back Order

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

3.7.9. Assignment

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

3.7.10. Insurance Coverage

During the term of the Contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the coverage and limits, as set forth in **Part I, Administrative**, Section 2.21, Insurance Requirements.

3.7.11. Dispute Resolution

In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Work or the Project, the disputing party shall furnish a written Notice to the other party, setting forth in detail the dispute. Such Notice shall be addressed to the other party's Project Manager. Within five (5) Calendar Days after the receipt of the Notice by the receiving Project Manager, the two Project Managers shall meet in NCTA's offices to attempt to resolve the dispute. If the Project Managers cannot resolve the dispute then, within fourteen (14) Calendar Days after the date of written Notice by either Project Manager to the Executive Director of NCTA and the Project Principal, the Executive Director of NCTA and the Project Principal shall meet in NCTA's offices to attempt to resolve the dispute. If the Executive Director of NCTA and the Project Principal cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies as allowed under this Contract.

3.7.12. Default

1. In the event any Deliverable furnished by the Contractor during performance of any Contract Term fails to conform to any material requirement of the Contract specifications, Notice of the failure is provided by NCTA and the failure is not cured within ten (10) Calendar Days, or Contractor fails to meet the requirements of **Part V, Terms and Conditions**, Section 3.2, Acceptance Criteria, NCTA may cancel the Contract. Default may be cause for debarment. NCTA reserves the right to require performance guaranties 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 or provide correct Services or other Deliverables within the time required by this Contract, NCTA may provide written Notice of said failure to Contractor, and by such Notice may require payment of Liquidated Damages.
3. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's offer documents that prove erroneous or are otherwise invalid.
4. Contractor shall provide a Plan to cure any default or delay if requested by NCTA. The Plan shall state the nature of the default, the time required for cure, any mitigating factors causing or tending to cause the default, and such other information as the Contractor may deem necessary or proper to provide.

3.7.13. Waiver of Default

Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of NCTA and the Contractor and made as an Amendment in accordance with the terms of this Contract.

3.7.14. Limitation of Contractor's Liability

1. Where Deliverables are under NCTA's exclusive management and control, the Contractor shall not be liable for direct damages caused by NCTA's failure to fulfill any responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for NCTA's intended use of the Deliverables.
2. The Contractor's liability for damages to NCTA for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, shall be limited to the total value of each Task Order awarded to the Contractor under 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.
4. For avoidance of doubt, the parties agree that the liquidated and actual damages provisions and the Warranty Terms set forth in this Contract are intended to provide the sole and exclusive remedy available to NCTA under the Contract for the Contractor's failure to comply with the requirements stated herein.

3.7.15. Contractor's Liability for Injury to persons or Damage to Property

1. The Contractor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of NCTA, employees of NCTA, persons designated by NCTA for training, or person(s) other than Agents or employees of the Contractor, designated by NCTA for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at NCTA's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
2. The Contractor agrees to indemnify, defend and hold NCTA and the State and its Officers, employees, Agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with the performance of this Contract, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Contractor, its officers, employees, agents, assigns or Subcontractors, in the performance of this Contract.

3. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor.

3.7.16. General Indemnity

The Contractor shall hold and save NCTA, its officers, Agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, as normally construed, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with the performance of this Contract. The foregoing indemnification and defense by the Contractor shall be conditioned upon the following:

- a. NCTA shall give Contractor written Notice within thirty (30) 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 defense of any such claim(s) or action(s) filed and of all negotiations relating to settlement or compromise thereof, provided, however, that NCTA shall have the option to participate at their own expense in the defense of such claim(s) or action(s) filed.

3.7.17. Changes

The Contract is awarded subject to the provision of the specified Services. Any changes made to the Contract proposed by the Contractor are hereby rejected unless accepted in writing by NCTA. NCTA shall not be responsible for Services provided other than those specified in the Contract.

3.7.18. Time is of the Essence

Time is of the essence in the performance of this Contract. Contractor and NCTA will mutually develop and agree to a schedule of implementation, operation, etc. Contractor and Subcontractors will be required to adhere to the Approved schedule.

3.7.19. Date and Time Warranty

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

3.7.20. Independent Contractors

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

3.7.21. Transportation

Transportation of Deliverables shall be FOB Destination unless otherwise specified in this RFP. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by NCTA. In cases where parties, other than the Contractor ship materials against this Contract, the shipper

shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list shall accompany each shipment.

3.7.22. Notices

Any Notices required under this Contract shall be delivered to the Contractor or NCTA be delivered in writing by U.S. Mail, Commercial Courier, by hand, or by email, unless otherwise specified in the Solicitation Documents.

3.7.23. Titles and Headings

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

3.7.24. Amendment

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

3.7.25. Taxes

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

3.7.26. Governing Laws, Jurisdiction and Venue

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

3.7.27. Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or

failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Force Majeure events shall not otherwise limit NCTA's rights to enforce contracts.

3.7.28. Compliance with Laws

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

3.7.29. Severability

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

3.7.30. Ineligible Contractors

As provided in G.S. § 147-86.59 and G.S. § 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. § 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. § 147-86.81. A contract or subcontract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

3.7.31. Availability of Funds

Any and all payments to Contractor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to NCTA for the purposes set forth in this Contract. If this Contract is funded in whole or in part by Federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said Federal funds for the purposes of the Contract. If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in the Contract. If funds to effect payment are not available, the Agency will provide written notification to Contractor. If the Contract is terminated under this paragraph, Contractor agrees to take back any affected Deliverables and Software not yet delivered under this Contract, terminate any Services supplied to the Agency under this Contract, and relieve NCTA of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid Notice in conformance with the payment terms.

3.7.32. E-Verify

Pursuant to G.S. § 143-133.3, the State shall not enter into a contract unless the awarded Contractor and each of its Subcontractors comply with the E-Verify Requirements of N.C. General Statutes, Chapter 64, Article 2. Contractors are directed to review the foregoing laws. Any awarded Contractor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

3.7.33. Historically Underutilized Businesses

Pursuant to N.C.G.S. §§ 143-48 and 143-128.4 and any applicable Executive Order, the State of North Carolina and NCTA invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at: <http://ncadmin.nc.gov/businesses/hub/>.

3.7.34. No Waiver

Notwithstanding any other language or provision in the Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to NCTA under applicable law. The waiver by NCTA of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

3.7.35. Entire Agreement

This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Contractor's Proposal Documents are incorporated herein by reference as though set forth verbatim.

All promises, Requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

3.7.36. Sovereign Immunity

Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the NCTA under applicable law.