



E-ZPass Transponder (TDM & 6C) Request for Proposals Overall RFP Table of Contents

Solicitation Number 2019-IAGPA-0001

Proposal Due

~~May 30, 2019~~ June 13, 2019 4:00 PM EDT

Transponder Procurement Coordinator

Mr. Seth Fisher

IAG_RFP@ncdot.gov

Physical Delivery Address:

North Carolina Turnpike Authority
Transportation Building
1 South Wilmington Street
Raleigh, NC 27601
Attention: Seth Fisher

Issued:

Release Version ~~5-06.0~~

~~May 17, 2019~~ May 21, 2019

Overall RFP Table of Contents

Part 1: Administrative

Part 2: Glossary

Part 3: Technical Requirements

Part 4: Proposal Contents and Submission Format

Part 5: Terms and Conditions

This consists of General Terms & Conditions followed by Part 5: Appendix A which includes IAG Participating Member specific Terms & Conditions. Appendix A is a large section (spanning overall PDF pages 146 to 406). It is followed by Part 5: Appendices B through E.

Part 6: Attachments

The overall PDF includes all the material. Each form included in Part 6 is available separately as a source file (IAG Member specific forms are only available as PDF).



E-ZPass Transponder (TDM & 6C) Request for Proposals Part 1: Administrative

Solicitation Number 2019-IAGPA-0001

Table of Contents

Part 1: Administrative	1
1 Notice of Request for Proposals	1
1.1 E-ZPass Background	1
1.2 Scope of Services	1
1.2.1 Nature of Contract	1
1.2.2 Transponder Types/Models Requested	2
1.2.3 Transponder Quantity	3
1.3 RFP Contact	3
1.4 RFP Registration & Information Posting	3
2 General Information for Proposers	4
2.1 Procurement Schedule	4
2.2 Policy Statement	4
2.3 RFP Inquiries and Notices	4
2.4 RFP Pre-Proposal Conference (not mandatory)	4
2.5 Non-Solicitation Provision	5
2.6 Cost Incurred Responsibility	5
2.7 Right to Reject	5
2.8 Responsiveness of Proposals	5
2.9 Right to Cancel	5
2.10 Right to Amend and Addenda	5
2.11 Written Clarifications	6
2.12 Oral or Referenced Explanations	6
2.13 Oral Presentations and Interviews	6
2.14 Proposal Submittal Deadline	6
2.15 Submittal Responsibility	6
2.16 Waivers	6
2.17 Proposal Disposition	6
2.18 Modification or Withdrawal of Proposals	6
2.19 Exceptions to Terms & Conditions	7
2.20 Proposer's Bid	7
2.21 Proposer Eligibility	7

Table of Contents

2.22	Errors, Omissions, and Ambiguities	8
3	Proposal Evaluation	8
3.1	Evaluation Process	8
3.2	Additional Information	9
4	Award and Execution of Contract	9
5	Protest Procedure.....	9
	Appendix A IAG Members Intending to Participate in this Procurement	11
	Appendix B IAG Participating Members Estimated Transponder Quantities.....	12
	TDM Transponders	12
	6C Transponders	12
	Appendix C Range of Tolling Environments within E-ZPass.....	13
	Operational Modes and Environments	13
	Lane Types	14

Part 1: Administrative

1 Notice of Request for Proposals

TITLE: E-ZPass Transponder (TDM & 6C) Request for Proposals

ISSUED: Release Version ~~5.0, May 17, 2019~~ 6.0, May 21, 2019

ISSUING AGENCY: North Carolina Turnpike Authority (NCTA) on behalf of the E-ZPass Interagency Group Participating Members

TRANSPONDER PROCUREMENT

COORDINATOR: Mr. Seth Fisher, NCTA
Email: IAG_RFP@ncdot.gov

DUE: ~~May 30, 2019~~ June 13, 2019 4:00 PM EDT

1.1 E-ZPass Background

The E-ZPass Program is the largest, most successful interoperable toll collection program anywhere in the world. It consists of toll agencies/companies in 17 states, servicing more than 20 million accounts, 34 million tags, and the collection of over \$9 billion dollars in electronic toll revenues.

The E-ZPass Program has continued to be innovative by implementing E-ZPass Plus, which makes paying for parking at participating airports and garages easier along with E-ZPass-on-the-GO, a convenient package that contains a prepaid tag ready for use that is sold at convenient locations such as participating local convenience stores, rest areas, DMV's, or simply ordering online.

E-ZPass has achieved interoperability between its members through common agreement to use TDM protocol RF readers and Transponders. Some E-ZPass members have implemented multi-protocol (TDM and 6C) Transponder readers to enhance their interoperability capability.

E-ZPass Transponders are used in a wide variety of tolling environments as defined in Part 1: Administrative, Appendix C. E-ZPass Transponders may also be used for non-tolling applications such as parking and Traffic Management.

1.2 Scope of Services

1.2.1 Nature of Contract

This RFP is issued by the North Carolina Turnpike Authority (NCTA) on behalf of the E-ZPass Interagency Group Members participating in this procurement (IAG Participating Members). The purpose of the RFP is to identify a Vendor or Vendors to provide TDM and/or 6C Transponders for IAG Participating Members. Such Vendors will be in addition to the Transponder Vendor presently under contract with IAG.

IAG Participating Members will determine a successful Proposer in regard to each type (i.e. TDM or 6C) and model (e.g. interior switchable, etc.) of Transponder requested, as defined specifically in Section 1.2.2 Transponder Types Requested. A Proposer that is successful in this RFP process will execute separate, but substantially identical contracts with each IAG Participating Member. Each contract will include the IAG Participating Members' general Terms & Conditions (Part 5: Terms & Conditions) and the applicable IAG Participating Member's specific Terms & Conditions (Part 5: Terms & Conditions, Appendix A).

Any contract resulting from this RFP process will be structured to terminate on November 30, 2021, with an IAG Participating Members' collective option for up to three (3), one (1) year extensions.

IAG Members that have indicated their intent to participate in this procurement process are listed Part 1: Administrative, Appendix A. IAG Members reserve the right to join or withdraw from this new procurement process at any time. However, some IAG Members have signed an exclusivity agreement with the current Transponder Vendor.

Those members of the E-ZPass Interagency Group who are not listed as participating in this procurement are not responsible for its content nor for any matters in connection with this procurement.

1.2.2 Transponder Types/Models Requested

Proposers are requested to propose any or all of the following types/models of Transponder. For clarity, a Proposal may include any of the five (5) TDM Transponder models and/or any of the four (4) 6C Transponder models. Details of each Transponder are provided in Part 3: Technical Requirements.

1.2.2.1 IAG TDM Transponders

1.2.2.1.1 IAG TDM Transponder Models

If a Proposal includes TDM Transponders, it may include models a), b), c), d), and/or e) as listed below.

- a. Interior, windshield-mounted, hard-case TDM Transponders;
- b. Interior, windshield-mounted, hard-case, feedback TDM Transponders;
- c. Interior, windshield-mounted, hard-case, switchable TDM Transponders;
- d. Exterior, license plate mounted, hard-case TDM Transponders;
- e. Exterior, roof-mounted, hard-case TDM Transponders.

Notes:

The license plate and roof-mounted Transponders (items d and e) may be the same physical device with different mounting components and a data parameter programmed unique to each model.

IAG Participating Members use other types of TDM Transponders, but those Transponders are not included as a part of this procurement.

1.2.2.1.2 IAG TDM Transponder Support Devices & Services

If a Vendor proposes any TDM Transponder, then its Proposal shall include:

- Transponder Programmer supporting the IAG TDM protocol;
- Handheld Reader supporting the IAG TDM protocol;
- Transponder Tester supporting the IAG TDM protocol (if Vendor requires that IAG Participating Members test Transponders prior to warranty return);
- Documentation for IAG TDM Transponders and support devices;
- Training in the use and maintenance of the support devices;
- Ancillary Services related to the purchase, shipping, and return of Transponders.

These Services shall be provided to IAG Participating Members and/or their designated Customer Service Center (CSC) operations contractor.

1.2.2.2 IAG 6C Transponders

1.2.2.2.1 IAG 6C Transponder Models

If a Proposal includes 6C Transponders, it may include models a), b), c), and/or d) as listed below.

- a. Interior, windshield-mounted, sticker 6C Transponders;
- b. Interior, windshield-mounted, switchable, hard-case 6C Transponders;
- c. Exterior motorcycle headlamp sticker 6C Transponders;
- d. External truck headlamp sticker 6C Transponders.

1.2.2.2.2 IAG 6C Transponder Support Devices and Services

If a Vendor proposes any 6C Transponder, then its Proposal shall include:

- Transponder Programmer supporting the IAG 6C protocol;
- Handheld Reader supporting the IAG 6C protocol;
- Transponder Tester supporting the IAG 6C protocol (if Vendor requires that IAG Participating Members test hard-case Transponders prior to warranty return);
- Documentation for IAG 6C Transponders and support devices;
- Training in the use and maintenance of the support devices;
- Ancillary Services related to the purchase, shipping, and return of Transponders...

These Services shall be provided to IAG Participating Members and/or their designated Customer Service Center (CSC) operations contractor.

1.2.3 Transponder Quantity

The IAG Participating Members estimate an annual quantity for each type and model of Transponder as shown in Part 1: Administrative, Appendix B. The estimated annual quantity is not a guarantee of actual order quantity.

1.3 RFP Contact

Mr. Seth Fisher is the contact person for this RFP. Any questions in regard to this Notice or requests for an RFP package shall be directed in writing to Mr. Fisher by e-mail at IAG_RFP@ncdot.gov.

1.4 RFP Registration & Information Posting

Proposers that register for this RFP (by email to the RFP Contact per Part 1: Administrative, Section 1.3) will be informed of new information releases via email. However, 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/Pages/E-ZPass-Transponder.aspx> for any revisions, responses to questions, addenda, and changes to schedule and announcements related to this RFP. Neither IAG, IAG Participating Members, nor NCTA assume any responsibility to ensure that Proposers receive RFP information releases.

On release, RFP Addenda become part of the RFP and are binding on all Proposers. If there is a conflict between Addenda, the most recent Addendum shall apply.

RFP registration is not a prerequisite for Proposal submission.

2 General Information for Proposers

2.1 Procurement Schedule

This table provides a planned schedule for the RFP process. IAG Participating Members reserve the right to change any or all of these dates. In the event of such a date change, Proposers will be notified in accordance with Part 1: Administrative, Section 1.4 Registration & Information Posting.

<u>PROCUREMENT STAGE</u>	<u>DATE</u>
Issue RFP	February 28, 2019
Pre-Proposal Conference (not mandatory)	March 21, 2019 2:00 PM EDT
Due Date for Proposer Questions (including Requests for Exceptions to Terms & Conditions)	March 28, 2019 04:00 PM EDT
IAG Participating Members' Response to questions submitted by email or raised at Proposer Conference	April 11, 2019
Proposal Due (refer to Section 2.14)	May 30, 2019 <u>June 13, 2019</u> 04:00 PM EDT
Proposer Validation Testing	June 17, 2019 to August 30, 2019 <u>July 1, 2019 to September 13, 2019</u>
Anticipated Proposer selection by IAG Participating Members	October 11, 2019 <u>November 14, 2019</u>

2.2 Policy Statement

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations.

2.3 RFP Inquiries and Notices

Any questions regarding this RFP shall be directed in writing (using the form provided in Part 6: Attachments, Section 1 Proposer's Question Submittal Form) to the email address identified in Part 1: Administrative, Section 1.3 RFP Contact. Only written inquiries will be accepted by IAG Participating Members, and only written responses will be binding upon IAG Participating Members. Any inquiries received after the deadline referenced in Part 1: Administrative, Section 2.1 Procurement Schedule may or may not be answered by IAG Participating Members at their sole discretion. All responses to inquiries will be posted on the NCTA website as specified in Part 1: Administrative, Section 1.4 Registration & Information Posting.

2.4 RFP Pre-Proposal Conference (not mandatory)

A Pre-Proposal Conference will be held on the date and time indicated in Part 1: Administrative, Section 2.1, Procurement Schedule. Proposers may attend in person or participate via online conference. Attendance or participation is not mandatory.

Proposers that plan to attend or participate in the Proposer Conference are requested to pre-register (by email to the RFP Contact per Part 1: Administrative, Section 1.3) listing the names of all attendees. Online conference details will be provided to those who register. In-person attendees will be required to provide appropriate

identification to be allowed entry. IAG Participating Members and NCTA reserve the right to limit the number of in-person attendees for each Proposer.

The location of the Proposer Conference will be the NC Quick Pass Customer Service Center, 200 Sorrell Grove Church Road, Morrisville, NC 27560.

2.5 Non-Solicitation Provision

During the RFP period from the issue date until notification of successful Vendor(s), Proposers shall not contact any employee or agent of IAG, IAG Members, or NCTA in regard to this RFP, except as directed in Part 1: Administrative, Section 2.3 RFP Inquiries and Notices and Section 2.4 RFP Pre-Proposal Conference. Violation of this provision shall result in disqualification of the Proposer.

2.6 Cost Incurred Responsibility

All costs incurred by any interested party in responding to this RFP shall be borne by such interested party; the IAG, its Members, and/or NCTA shall not be held liable for any costs or damages incurred by Proposers (prospective or actual) in the preparation/presentation of their Proposals or for their participation in oral presentations, interviews, negotiations, or validation testing, or other items relating to this RFP. Proposers, by submission of their Proposals, waive any claims for the costs incurred in submitting, negotiating and presenting their Proposals, including validation testing.

2.7 Right to Reject

IAG Participating Members retain the right and option to reject any and all Proposals.

2.8 Responsiveness of Proposals

IAG Participating Members reserve the right to reject any Proposal as non-responsive if the Proposal fails to include any of the required information in the specified manner and order, as further detailed in Part 4: Proposal Contents and Submission Format.

2.9 Right to Cancel

IAG Participating Members reserve the right to cancel this RFP. If this occurs, an RFP Addendum will be issued and registered Proposers will be notified directly.

2.10 Right to Amend and Addenda

IAG Participating Members reserve the right to amend, insert, or delete any item in this RFP if it is determined to be in their best interest. 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 1: Administrative, Section 1.4 Registration & Information Posting. IAG Participating Members expect to issue the last addendum no later than the date for response to questions provided in Part 1: Administrative, Section 2.1 Procurement Schedule. IAG Participating Members 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 website. In 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 Part 6: Attachments, Section 3 RFP Document Acknowledgment form.

2.11 Written Clarifications

IAG Participating Members may request (via NCTA) written clarifications to Proposals. Such request will identify the due date for response. If the requested information is not received by the date requested, the Proposer's evaluation may be adversely affected. Any and all ambiguities shall be viewed and interpreted as favoring the IAG Participating Members

2.12 Oral or Referenced Explanations

IAG Participating Members will not be bound by oral explanations or instructions given by anyone at any time during the Proposal process or after Contract award. IAG Participating Members will not consider Proposer-referenced information not included in the Proposal; however, IAG Participating Members may consider other sources in the evaluation of Proposals, such as reference reviews or financial ratings.

2.13 Oral Presentations and Interviews

Oral presentations and interviews are not anticipated. However, IAG Participating Members reserve the right to add this stage to the Proposal process.

2.14 Proposal Submittal Deadline

Proposals shall be delivered to the front desk of the North Carolina Department of Transportation (NCDOT) building location presented on the cover page of this RFP, before the due date and time provided on the cover and in Part 1: Administrative, Section 2.1 Procurement Schedule. NCTA will confirm receipt of Proposals via email. NCTA will not accept Proposals delivered after the stated due date and time.

2.15 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. Neither IAG Participating Members nor NCTA will be responsible for delays caused by the United States mail delivery, common carrier, or any other occurrence.

2.16 Waivers

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

2.17 Proposal Disposition

All Proposals submitted in response to this RFP shall become the property of the IAG Participating Members. The return of Proposals not selected for award shall be at the sole discretion of the IAG Participating Members.

A Proposer shall mark those sections of its Proposal that it believes contain proprietary information. Irrespective of the foregoing sentence and notwithstanding anything marked in the Proposal to the contrary, by submission, Proposers acknowledge that the IAG Participating Members may disclose information in Proposals in accordance with the provisions of Part 5: Terms & Conditions, Article 1.32 Confidentiality.

2.18 Modification or Withdrawal of Proposals

IAG Participating Members will permit modifications to a Proposal after Proposal submittal until the specified due date and time for accepting Proposals provided in Part 1: Administrative, Section 2.1 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 filed with 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 Part 1: Administrative, Section 2.1 Procurement Schedule, provided that the request is in writing, is executed by the Proposer or the Proposer's duly authorized representative, and is filed with NCTA.

2.19 Exceptions to Terms & Conditions

Prospective Proposers shall carefully examine Part 5: Terms & Conditions. The selected Proposer will be required to enter into individual contracts with the IAG Participating Members that include the terms and conditions set forth in Part 5: Terms & Conditions and the IAG Participating Member specific terms & conditions set forth in Part 5: Terms & Conditions, Appendix A.

If a prospective Proposer takes exception to any such term or condition, including any IAG Participating Member specific requirement, the prospective Proposer must submit such exception in writing to the Procurement Coordinator by the date noted in Part 1: Administrative, Section 2.1 Procurement Schedule as the deadline for submission of exceptions to terms and conditions. Such exceptions must be stated in detail and, if the prospective Proposer is seeking alternative language for a particular term or condition, accompanied by the prospective Proposer's requested alternative language.

The IAG Participating Members will consider such exceptions and determine, in their sole discretion, whether to modify any term or condition. The IAG Transponder Procurement Coordinator will issue addenda as official responses to the properly submitted exceptions pursuant to Part 1: Administrative, Section 2.3 RFP Inquiries and Notices. After the final addendum regarding exceptions is issued in accordance with the date noted in Part 1: Administrative, Section 2.1 Procurement Schedule, Proposers responding to this RFP will be deemed to have agreed to all of the terms and conditions in Part 5: Terms & Conditions and each IAG Participating Member's terms and conditions in Part 5: Terms & Conditions, Appendix A, as modified by any addenda. The only permitted variance is that a Proposer may offer substitute terms for Part 5: Terms & Conditions, Article 1.26.2, Licenses, and Article 1.8 Warranties, but only if the substitute terms are more favorable to the IAG Participating Members than the stated minimums. Any such substitute terms shall be specifically identified and included in the Proposal as part of the Proposer's response to Part 3: Technical Requirements.

2.20 Proposer's Bid

All submitted Proposals, including pricing, will be deemed to be irrevocable offers from the Proposal submission date until contract award (by Transponder type and model) or the end of 2019, whichever comes first. Prospective Proposers are advised that individual IAG Participating Members have the discretion to decide, in accordance with their operational needs and procurement processes, if and when to enter into a contract with the Proposer selected as a result of this RFP process. Further, prospective Proposers are advised that an IAG Participating Member's Vendor selection and/or contract execution may be subject to the approval of the Member's Board and/or governmental entities within the IAG Participating Member's state.

2.21 Proposer Eligibility

Proposals will only be accepted from legal entities, formed under and regulated by the laws of a State of the United States or a foreign jurisdiction, which are qualified or registered to do business in at least one of the jurisdictions in which the IAG Participating Members are located. Proposals from common law joint ventures will not be accepted. A Proposer must be qualified or registered to do business in all jurisdictions in which the IAG Participating Members are located no later than sixty (60) days following issuance of a notice to the Proposer that it has been selected for Contract award.

Firms or individuals who participated in the preparation of this RFP on behalf of any IAG Participating Member including, but not limited to, firms or individuals who provided advice to any IAG Participating Member regarding

this RFP, are prohibited from: serving as a Vendor or subcontractor (as defined in Part 5: Terms & Conditions) in a Proposal submitted in response to this RFP; in any other way participating in this procurement; and otherwise participating in the contract which is the subject of this procurement. All prospective Proposers are hereby further advised to refer to each IAG Participating Member's Part 5: Terms & Conditions, Appendix A for any specific named entities who are prohibited from serving as a Vendor or subcontractor in a Proposal submitted in response to this RFP or from otherwise participating in the contract which is the subject of this procurement; and for any restrictions which, if applicable, result in individuals or firms being prohibited from serving as a Vendor or subcontractor in a Proposal submitted in response to this RFP or from otherwise participating in the contract which is the subject of this procurement.

2.22 Errors, Omissions, and Ambiguities

Proposer shall not take advantage of or benefit from any apparent error, omission, or ambiguity in the RFP. Proposer shall bring any such possible scenario to the attention of the IAG Transponder Procurement Coordinator.

3 Proposal Evaluation

3.1 Evaluation Process

- a. Initial Evaluation – Proposals will be subject to a brief, initial review to verify that the submission is complete, that there are no immediate concerns regarding Corporate Qualifications, and that there are no immediate concerns regarding the response to the Technical Requirements. At the discretion of the IAG Participating Members, clarifications may be requested per Part 1: Administrative, Section 2.11 Written Clarifications. Proposers will be notified immediately if their Proposal fails Initial Evaluation.
- b. Validation Testing – Proposals that pass Initial Evaluation will be subject to Validation Testing for each proposed Transponder type/model. Transponders that have previously been approved by the IAG will not require validation testing. All other Transponders will require Validation Testing. Proposers will be notified of their status regarding Validation Testing and be given a timeline for submission of Validation Test results. The Proposer shall setup and conduct Validation Tests as defined in Part 3: Technical Requirements, Section 5 Validation Testing. All Proposer costs related to Validation Testing (including, but not limited to setup, conducting, reporting, dismantling, and insurance) are the Proposer's responsibility.
- c. Final Evaluation – Proposals that pass Initial Evaluation will be subject to a thorough review and evaluation, specific to each proposed Transponder type/model. The IAG Participating Members' objective in this RFP process is to select a Proposer for each Transponder type/model whose Proposal meets the Technical Requirements and is deemed to provide the best value to the IAG Participating Members based on the evaluation structure indicated below and as determined by the IAG Participating Members in their sole discretion.

Corporate Qualifications and Response to Technical Requirements (35%)

- Corporate qualifications provided in response to Part 4: Proposal Contents and Submission Format, Section 3.1.5 Corporate Experience and Capability, including Proposal text, requested forms, and other requested material (e.g. financial statements).
- Technical description provided in response to Part 3: Technical Requirements, including Proposal text, conformance matrix, and other material (e.g. product cut sheets); as well as the Validation Test Results.

Price (65%)

- Price will be evaluated based on the combined total of “Total cost for estimated annual quantity” during the first year and second year of the initial contract term as requested by Part 4: Proposal Contents and Submission Format, Section 3.2.2 Pricing Forms (along with the related forms found in Part 6: Attachments, Section 9 and Section 10 and separately provided worksheets). The lowest such price will receive the full 65%. Other prices will receive a lower rating in proportion to the difference.
- d. Negotiation – Based on the results of Final Evaluation, IAG Participating Members reserve the right to enter BAFO negotiations with one or more Proposers specific to any or all of the Transponder types/models proposed.
- e. Acceptance by IAG Participating Members – Finalization of the selected Proposer for each Transponder type/model.

3.2 Additional Information

The IAG Participating Members reserve the right to require the Proposer and its principals to submit such additional evidence of its qualifications and responsibility as the IAG Participating Members deem necessary, and shall consider any evidence available to them of the Proposer’s integrity, including prior history of defaults and debarments, the record of performance of the Proposer on other contracts, the Proposer’s record with respect to integrity and business ethics, whether the Proposer is barred from an award of any contract under applicable law, a Proposer’s criminal violations background and any other factor deemed relevant. Said request for additional evidence or information shall not be deemed as an extension or reopening of the procurement process nor as an opportunity for other Proposers to submit additional evidence or information, or to alter or amend previously submitted evidence or information.

4 Award and Execution of Contract

Following the IAG Participating Member Evaluation Process, the successful Proposer or Proposers will be notified by telephone, with follow up confirmation by email. The notification will specify which of the Proposer’s proposed Transponder types/models are desired by the IAG Participating Members.

Unsuccessful Proposers will be notified of the final evaluation outcome for their Proposal.

The successful Proposer or Proposers will have fourteen (14) Calendar Days after the notification of award to furnish the performance and payment bonds and insurance required, if any, in the notification of award letter. If the successful Proposer defaults or otherwise is unable to enter into a Contract with an IAG Participating Member, the IAG Participating Member may begin negotiations with an alternate Proposer.

Note that IAG Participating Members may not all proceed with a contract immediately.

Proposers are directed to Part 5: Terms & Conditions, Appendix A for details including the Bonding and Insurance Requirements specific to each IAG Participating Member.

5 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 IAG and all IAG Members, 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 (acting on behalf of the IAG Participating Members) 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.

NCTA Executive Director, 1578 Mail Service Center, Raleigh, NC 27699-1578

2. All protests shall include the following: 1) name and address of protestor; 2) RFP title and solicitation number and date of issuance; 3) 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 NCTA Executive Director determines that a meeting would serve no purpose, the NCTA 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 NCTA Executive Director will 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 NCTA Executive Director will respond to the Proposer in writing with the decision.

All Proposals shall be irrevocable until final administrative and judicial disposition of a protest.

Appendix A

IGAG Members Intending to Participate in this Procurement

IGAG PARTICIPATING MEMBERS
Burlington County Bridge Commission
Delaware River and Bay Authority
Delaware River Joint Toll Bridge Commission
Delaware River Port Authority
Massachusetts Department of Transportation
Maryland Transportation Authority
Maine Turnpike Authority
New Jersey Turnpike Authority
North Carolina Turnpike Authority
Ohio Turnpike and Infrastructure Commission
The Pennsylvania Turnpike Commission
Rhode Island Turnpike and Bridge Authority
South Jersey Transportation Authority
Virginia Department of Transportation (Serves as the primary agency for the 9 independent toll agencies within the State of Virginia)

Appendix B

IAG Participating Members Estimated Transponder Quantities

The tables in this Appendix present estimated quantities for the IAG Participating Members. Estimated quantities are not a guarantee of actual order quantity.

TDM Transponders

MODEL	ESTIMATED ANNUAL QUANTITY
Interior, windshield-mounted, hard-case	2,860,000
Interior, windshield-mounted, hard-case, feedback	100,000
Interior, windshield-mounted, hard-case, switchable	140,000
Exterior, license plate-mounted, hard-case	130,000
Exterior, roof-mounted, hard-case	50,000

6C Transponders

MODEL	ESTIMATED ANNUAL QUANTITY
Interior, windshield-mounted, sticker	120,000
Interior, windshield-mounted, hard-case, switchable	50,000
Exterior motorcycle headlamp sticker	14,000
External truck headlamp sticker	5,000

Appendix C

Range of Tolling Environments within E-ZPass

This material is based on the IBTTA | North American Toll Interoperability Program | Electronic Toll Collection Protocol | Requirements Document | September 2014.

Operational Modes and Environments

Transponders will operate in numerous operational modes and environments. These operational modes include various combinations of the following attributes:

- Payment models
 - Entry or Exit payment only;
 - Closed (entry and exit) payment;
 - HOV/HOT facilities.
- Toll collection sites
 - Toll plazas;
 - Open road tolling sites.
- Lane toll collection configurations
 - Transponder only;
 - Transponder with automatic coin machine;
 - Transponder with automatic coin/cash/credit card machine;
 - Transponder with staffed booth;
 - Transponder with automatic coin machine and staffed booth;
 - Transponder with tandem booth (the lane supports two vehicles paying at the same time).
- Lane speeds
 - High-speed;
 - Low-speed;
 - Stopped, no gate;
 - Stopped and gated;
 - High-speed gated
 - Low-speed, no gate.
- Traffic flow characteristics
 - Free flow;
 - Bumper to bumper;
 - Tailgating;
 - Stop and go;
 - Backing up;

- Lane Straddling.

Lane Types

Transponders will operate in conventional toll plaza lanes as well as high-speed open road tolling lanes. These lane types may be stand-alone configurations or adjacent to other lane types. Lanes in traditional plazas may vary from 10 to 15 feet in width and up to 20 feet in height. Open Road Tolling Lanes may vary from 11 to 12 feet in width and up to 20 feet in height.

- Open Road Tolling Lanes

An open road tolling lane is a lane where a toll is collected but there are no toll booths or other toll collection equipment beyond that needed for electronic toll collection, allowing the vehicle to continue at highway speeds at any lateral position across the provided lanes or shoulder. An entry open road tolling lane in a closed system is a lane where the entry into the system is identified but there are no toll booths or other toll collection equipment beyond that needed for electronic toll collection, allowing the vehicle to continue at highway speeds at any lateral position across the provided lanes or shoulder.

- Traditional Toll Plaza Lanes

A traditional toll lane is part of a toll plaza where tolls may be collected by toll collectors in booths, automatic coin machines, and/or electronically. Lanes dedicated to electronic toll collection in a toll plaza environment are considered toll lanes even if they do not require the vehicle to slow down. An entry lane in a closed system is part of a toll plaza where the entry into the system is identified.

- Reversible Lanes

A reversible lane is a lane where tolls may be collected from vehicles traveling in either direction during different periods of the day.

- Express Lanes

Express lanes are dedicated Transponder lanes which permit higher speeds than toll lanes and may have some lane delineation and equipment installed around the lane.

- High Speed Lanes

High speed lanes are lanes where the vehicle may pass through the toll collection site at or near highway speeds. These may be present in open road tolling and toll plaza sites.

- Low Speed Lanes

Low speed lanes are lanes where the vehicle must slow down well below highway speeds while passing through the toll collection site. These are typically found in toll plazas to enhance safety.

- Gated Lanes

Gated lanes are lanes in a toll plaza where a gate is used to prevent passage of vehicles until the lane/zone controller provides confirmation that a valid Transponder, cash or credit transaction has occurred.

- Dedicated Lanes

A dedicated lane is a lane where only one form of payment is accepted such as a lane where only transponder-equipped vehicles can pass without triggering a violation enforcement system. A dedicated lane may be gated to control violations.

- Mixed Mode Lanes

A mixed mode lane is a lane where multiple forms of payment are accepted. For example, it could consist of any combination of manual toll collection, Automatic Coin machines as well as Transponder.

- Tandem Lanes

A tandem lane is a lane configured such that two tollbooths are situated one in front of the other, allowing two vehicles in the same lane to make payments at the same time.

- High Occupancy Toll (HOT) Lanes

HOT lanes are limited-access, normally barrier-separated, highway lanes that provide free or reduced cost access to qualifying High Occupancy Vehicles (HOVs), and also provide access to other paying vehicles not meeting passenger occupancy requirements.



E-ZPass Transponder (TDM & 6C) Request for Proposals Part 2: Glossary

Solicitation Number 2019-IAGPA-0001

Table of Contents

Part 2: Glossary.....	1
1 Definitions and Terminology	1
2 Acronyms	10

Part 2: Glossary

1 Definitions and Terminology

Term	Definition
6C	The ISO/IEC 18000-63 standard, commonly known as 6C.
Acceptance	Formal Approval of a Phase or Deliverable as further set forth in Part 5: Terms and Conditions.
Addenda	Written changes to the RFP documents issued by NCTA during the RFP process.
Agreement	The written Contract between an IAG Participating Member and the Vendor covering technical requirements and the other Contract Documents attached to the Agreement and made a part thereof. Also referred to as "Contract".
Agreement Term	The duration of the Agreement, including any authorized renewals and extensions. Also referred to as "Contract Term".
All-Electronic Tolling (AET)	Cashless toll collection system where tolls are collected electronically while vehicles travel through the Toll Zone without stopping.
Amendment	Change in the Agreement executed in writing made by adding, altering, or omitting a certain part or term.
Antenna	Part of AVI equipment. This device is connected to AVI Reader to identify Transponders that cross the Capture Zone.
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 IAG Participating Member. Approval by IAG Participating Member shall not be construed to mean endorsement or assumption of liability by the IAG Participating Member nor shall it relieve the Vendor of its responsibilities under the Agreement.

Term	Definition
Authorized Officer	The words “Authorized Officer” with respect to the IAG Participating Member, to mean the person or persons so designated in Part 5: Appendix A, Participating Member Terms & Conditions for each IAG Participating Member or as otherwise designated in a Notice to the Vendor, as the individual(s) authorized to bind the Operator on all matters in this Agreement, except as expressly provided otherwise in this Agreement.
Automatic Vehicle Classification (AVC)	A system of integrated devices and components that perform the automatic recording and reporting of vehicle characteristics such as number of axles, vehicle length / height / width, etc.
Automatic Vehicle Identification (AVI)	A system of integrated devices and components that perform the automatic recording and reporting of vehicle transactions through electronic media in a toll revenue collection system.
Automatic Vehicle Identification (AVI) Protocols	Communication standards for transmission of Transponder data. Also referred to as “Protocols”.
AVI Reader	Part of AVI equipment. This device processes Transponder data as Transponders pass through the Capture Zone.
Battery Certification	Testing completed to justify claims regarding battery life.
Business Day	A weekday, excluding Participating IAG Member observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Business Hours	The words “Business Hours” to mean the normal hours of operation specific to IAG Participating Member (excluding IAG Participating Member observed holidays) as set forth in Part 5: Appendix A, IAG Participating Member Terms & Conditions, or as otherwise set forth in a Notice to the Vendor.
Calendar Day	Every day, including weekends and Holidays. beginning at 12:00:00 a.m. and ending at 11:59:59 p.m.
Capture Compatibility	Capture Compatible transponders are any transponders which have the same “over the air” characteristics and some commonly recognizable data fields, such that the RSE can conduct transactions (reads and/or writes) with the transponder in a manner similar to those conducted for transponders which are actually issued by the Operator. Transponders issued by the Operator are, by default, Capture-Compatible transponders.

Term	Definition
Capture Zone	A volumetric space within which the system performs any vehicle identification, communications, and transactions.
Conformance Matrix	Table of technical requirements noting Proposer conformance or non-conformance to each requirement.
Conformed Scope of Work	The updated Scope of Work and Requirements as agreed-to between IAG Participating Member and the Vendor, including executed addenda generated during the RFP process.
Contract	See "Agreement".
Contract Documents	The documents forming the Contract including RFP, Conformed Scope of Work, Addenda, exhibits and appendices thereto, Amendments, Contract modifications, Vendor Proposal and all provisions required by law to be inserted in the Contract, whether actually inserted or not.
Contract Term	See "Agreement Term".
Vendor Certification	The Vendor's written verification and validation, with full supporting Documentation (including test results where applicable) that the Vendor has completed development of the Deliverable and certified its readiness for Approval, testing or review, as applicable.
Days	Calendar Days, unless otherwise specified.
Dedicated Lane	A dedicated lane is a lane where only one form of payment is accepted such as a lane where only transponder-equipped vehicles can pass without triggering a violation enforcement system. A dedicated lane may be gated to control violations.
Deliverable(s)	All Documentation and any items of any nature submitted by the Vendor to the IAG Participating Member for review and Approval pursuant to the terms of this Agreement. See "Submittal".
Discount Pricing	Proposer option to include for transponder pricing. Proposer to note discounting approach including price reductions, thresholds, triggers, etc.
Documentation	Materials, Submittals and Deliverables that provide official information or evidence that serves as a record in accordance with Scope, Requirements and the Agreement.

Term	Definition
Effective Date	The date the Agreement is fully executed by the Vendor and by IAG Participating Member and all Approvals required by IAG Participating Member contracting procedures have been obtained.
Excessive Failure	A defect in function, labor or materials that is present in ten percent (10%) or more of any Equipment, Hardware, or any component thereof, during the applicable warranty period.
Express Lane	Express lanes are dedicated Transponder lanes which permit higher speeds than toll lanes and may have some lane delineation and equipment installed around the lane.
E-ZPass	The registered trademark owned by the Port Authority of New York and New Jersey that is used by member toll agencies to represent their interoperable electronic toll collection program.
E-ZPass Group	The collection of tolling entities that utilize a common AVI technology and operate Interoperable, reciprocal customer service centers in support of E-ZPass.
E-ZPass Plus	A program enabling paying for parking at participating airports and garages using a Transponder.
E-ZPass-on-the-Go	A convenient package that contains a prepaid tag ready for use that is sold at convenient locations such as participating local convenience stores, rest areas, DMV's, or simply ordering online.
Force Majeure	The circumstances as defined in this Agreement whereby either party is excused from meeting a Performance Requirement specified in this Agreement.
Gated Lane	Gated lanes are lanes in a toll plaza where a gate is used to prevent passage of vehicles until the lane/zone controller provides confirmation that a valid Transponder, cash or credit transaction has occurred.
Handheld Reader	Performs functions of AVI reader but with a handheld form-factor.
High Occupancy Toll (HOT) Lane	HOT lanes are limited-access, normally barrier-separated, highway lanes that provide free or reduced cost access to qualifying High Occupancy Vehicles (HOVs), and also provide access to other paying vehicles not meeting passenger occupancy requirements.

Term	Definition
High Occupancy Vehicle (HOV) Switchable Transponder	Transponder equipped with a button or switch which allows the user to declare the HOV status of their vehicle.
High Speed Lane	High speed lanes are lanes where the vehicle may pass through the toll collection site at or near highway speeds. These may be present in open road tolling and toll plaza sites.
IAG Member	Refers to the whole IAG membership, which is currently comprised of toll entities across 17 states.
IAG Participating Member	IAG Member currently participating with this Transponder procurement RFP.
IAG Technology Manager	Mr. Jon Royer Jkroyer@e-zpassiag.com
IAG Transponder Procurement Coordinator	Contact for this Transponder RFP. Mr. Seth Fisher stfisher@ncdot.gov
Implementation Phase	The period of time beginning with the Effective Date and ending upon Approval of Commissioning.
Interior Switchable Transponder	See HOV Switchable Transponder
Interoperable (Interoperability)	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(s)	Agencies that have a relationship that is Interoperable with IAG Participating Members.
Lane Controller	All hardware and software necessary to interface with the Road side Equipment (RSE) to receive the transponder-stored data.
Lane Straddling	Vehicles crossing through a Capture Zone with part of vehicle in more than one defined traveling lane or shoulder.
Low Speed Lane	Low speed lanes are lanes where the vehicle must slow down well below highway speeds while passing through the toll collection site. These are typically found in toll plazas to enhance safety.

Term	Definition
Mixed Mode Lane	A mixed mode lane is a lane where multiple forms of payment are accepted. For example, it could consist of any combination of manual toll collection, Automatic Coin machines as well as Transponder.
Notice	A formal communication addressing legal and contractual matters, not applicable to daily Implementation and operation and Maintenance communications.
Notice to Proceed (NTP)	The written authorization by the Participating IAG Member designating the date and time for the Vendor to commence Work.
OmniAir Certification Services	An association of independent testing agencies and laboratories which develops and executes certification programs for Intelligent Transportation (ITS) industry standards.
Open Road Tolling Lane	An open road tolling lane is a lane where a toll is collected but there are no toll booths or other toll collection equipment beyond that needed for electronic toll collection, allowing the vehicle to continue at highway speeds at any lateral position across the provided lanes or shoulder. An entry open road tolling lane in a closed system is a lane where the entry into the system is identified but there are no toll booths or other toll collection equipment beyond that needed for electronic toll collection, allowing the vehicle to continue at highway speeds at any lateral position across the provided lanes or shoulder.
Order of Precedence	The order in which Agreement documents control in the event of a conflict or ambiguity in such documents.
Original Equipment Manufacturer (OEM)	A company that manufactures a part or subsystem that is used in another company's end product.
Performance Requirements	The required level of performance standards for this Contract as set forth in the Terms and Conditions and Technical Requirements.
Plan(s)	Vendor Deliverable that identifies approach to a particular aspect of the Work submitted for Approval.
Presented Transponder	See "Properly Mounted Transponder".
Price Submission	Proposer pricing provided in response to this RFP and in accordance with the instructions provided herein. Vendor's Approved Price Submission is included as a Contract Document.

Term	Definition
Project Schedule	The detailed schedule developed and maintained by the Vendor that lists all tasks associated with Scope. The schedule is subject to Approval by the Participating IAG Member. Upon Approval it becomes the Approved Baseline Project Schedule pursuant to the Agreement.
Properly Mounted Transponder	A transponder that has been mounted / presented in accordance with the Manufacturer's specifications and tolerances.
Proposal	Proposer's entire submission in response to this RFP. (Technical Submission and Price Submission)
Proposer	A firm that has submitted a Proposal in response to this RFP.
Read	The transfer of data stored in a transponder contained in or attached to a vehicle as specified herein to the RSE for subsequent transmission to the lane/zone controller as the result of the passage of the equipped vehicle through the Capture Zone.
Read / Write	Functionality that allows AVI Readers to transmit data to a Transponder, and allows the Transponders to receive and store or act upon that data.
Reader	Synonymous with AVI Reader.
Retail Packaging	Retail Packaging consists of a sealed, RF shielded pouch/bag which prevents transponders from being read. Vendor must get approval for design and implementation of Retail Packaging from applicable IAG Participating Member prior to production of first order for each IAG Participating Member.
Requirements	Each of the required Work activities in numbered form as set forth in Part 3: Technical Requirements.
Reversible Lane	A reversible lane is a lane where tolls may be collected from vehicles traveling in either direction during different periods of the day.
Services	All Vendor activities required by this Agreement. Also referred to as "Work".
Subcontractor	Any person, firm or corporation, other than the Vendor'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 Vendor's behalf and

Term	Definition
	whether or not in privity with the Vendor. Also referred to as “Subconsultant”.
Submittal	See “Deliverable”.
Tandem Booth	The lane that supports two vehicles paying at the same time.
Technical Submission	Proposer Technical document provided in response to this RFP and in accordance with the instructions provided herein. Vendor’s Approved Technical Submission is included as a Contract Document.
Time Division Multiplexing (TDM)	In context of this RFP, refers to the Protocol used by E-ZPass compatible Transponders and Readers.
TDM Transponder	Time Division Multiplex (TDM) Transponders and accessories.
Traditional Toll Plaza Lane	A traditional toll lane is part of a toll plaza where tolls may be collected by toll collectors in booths, automatic coin machines, and/or electronically. Lanes dedicated to electronic toll collection in a toll plaza environment are considered toll lanes even if they do not require the vehicle to slow down. An entry lane in a closed system is part of a toll plaza where the entry into the system is identified.
Transponder	In-vehicle radio frequency device read by the AVI Antenna(s) and reader Equipment in in a toll lane.
Transponder Capture	The RSE’s successful completion of a transaction with n transponder where a transaction is a successful “read” and “write” (where applicable). A successful ‘read’ is achieved when the Transponder Protocol is able to correctly determine the fixed identification data (e.g. read only fields) as well as the variable data associated with a vehicle that may have been set by a prior lane/zone controller and RSE (write fields). A successful ‘read’ and ‘write’ are achieved when the variable data fields are demonstrated to have been correctly updated so that they are available to RSEs at other tolling points.
Transponder Programmer	A device which is capable of programming the programmable data fields in a Transponder.
Transponder Tester	A device used to test for proper functioning of a Transponder.

Term	Definition
Transponder Write Performance	The percentage of Transponders that enter the Transponder Capture Zone to which the AVI Reader successfully and accurately completes a write operation.
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.
Vendor	The person, firm, corporation or entity undertaking the execution of the Work with whom IAG Participating Member has entered into an Agreement.
Work	See “Services”.
Write	The ability of the RSE to transmit and store new or modified data to/on a transponder for later access or further modification.
Zone Controller	See “Lane Controller”.

2 Acronyms

Acronym	Meaning
AVI	Automatic Vehicle Identification
BAFO	Best and Final Offer
CSC	Customer Service Center
DMV	Department of Motor Vehicles
DVD	Digital Versatile Disc
EMI	Electromagnetic Interference
ETC	Electronic Toll Collection
FAT	Factory Acceptance Test
FCC	Federal Communications Commission
FOB	Free On Board (shipping to be FOB continental U.S.)
GPS	Global Positioning System
HOT	High Occupancy Toll
HOV	High Occupancy Vehicle
HTTPS	Hypertext Transfer Protocol Secure
IAG	E-ZPass Interagency Group
IBTTA	International Bridge, Tunnel, and Turnpike Association
ID	Identification
ISO	International Standards Organization
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LLC	Limited Liability Company
NCDOT	North Carolina Department of Transportation
NCTA	North Carolina Turnpike Authority

Acronym	Meaning
NTP	Notice to Proceed
OCS	OmniAir Certification Services
ORT	Open Road Tolling
PDF	Portable Document Format
RF	Radio Frequency
RFID	Radio Frequency Identification
RFP	Request for Proposal
RMA	Return Merchandise Authorization
RSE	Roadside Equipment
RTCS	Roadside Toll Collection System
SOV	Single Occupancy Vehicle
T&C	Terms and Conditions
TDM	Time Division Multiplex
TOC	Toll Operators Coalition
UPC	Universal Product Code
USB	Universal Serial Bus
USDOT	United States Department of Transportation
USPS	United States Postal Service
UV	Ultraviolet



E-ZPass Transponder (TDM & 6C) Request for Proposals Part 3: Technical Requirements

Solicitation Number 2019-IA GPA-0001

Table of Contents

Part 3: Technical Requirements	1
1 TDM Transponders	1
1.1 TDM Transponder Models	1
1.1.1 Interior, Windshield Mounted, Hard Case TDM Transponders.....	1
1.1.2 Interior, Windshield-Mounted, Hard-Case, Feedback TDM Transponders	2
1.1.3 Interior, Windshield-Mounted, Hard-Case, Switchable TDM Transponders	2
1.1.4 Exterior, License Plate or Roof Mounted, Hard-Case TDM Transponders	3
1.2 Transponder Functional Requirements	3
1.3 Transponder Form Factor and Mounting.....	4
1.3.1 Dimensions & Mounting	4
1.3.2 Transponder Labeling & Color	5
1.3.3 Transponder Battery	5
1.4 Transponder Physical/Environmental	5
1.4.1 Operating Environment	5
1.4.2 Electromagnetic Interference	6
1.4.3 Other	7
1.5 Transponder Performance Requirements	8
1.5.1 Read/Write Performance	8
1.6 Transponder Warranty.....	9
1.7 Transponder Security.....	9
1.8 Equipment Certification.....	9
1.8.1 IAG Equipment Certification.....	9
1.8.2 Other Compliance Requirements.....	10
1.9 Transponder Orders, Retail Packaging, and Delivery	10
1.9.1 Notes regarding Transponder Orders:.....	10
1.9.2 Retail Transponder Packaging.....	10
1.9.3 Transponder Delivery.....	11
1.10 Transponder Factory Testing.....	12
1.11 Transponder Delivery Testing.....	13
1.12 Transponder Disposal.....	13

Table of Contents

2	TDM Transponder Support Devices and Services	14
2.1	Support Devices – Handheld Reader	14
2.2	Support Devices – Transponder Programmer	15
2.3	Support Devices – Transponder Tester	16
2.4	Support Devices – Warranty & Maintenance	18
2.5	Documentation	18
2.5.1	End User Instructions	18
2.5.2	Equipment Documentation	18
2.5.3	Regulatory Compliance	19
2.6	Contract Management	19
3	6C Transponders	20
3.1	6C Transponder Models	20
3.1.1	Interior, windshield-mounted, sticker 6C Transponders	20
3.1.2	Interior, Windshield-Mounted, Switchable, Hard-Case 6C Transponders	20
3.1.3	Exterior Motorcycle Headlamp or Truck Headlamp Sticker 6C Transponders	21
3.2	Transponder Functional Requirements	22
3.3	Transponder Form Factor and Mounting	22
3.3.1	Dimensions & Mounting	22
3.3.2	Transponder Labeling	23
3.4	Transponder Physical/Environmental	23
3.4.1	Operating Environment	23
3.4.2	Electromagnetic Interference	24
3.4.3	Other	25
3.5	Transponder Performance Requirements	26
3.5.1	Read/Write Performance	26
3.6	Transponder Warranty	26
3.7	Transponder Security	27
3.8	Equipment Certification	27
3.8.1	IAG Equipment Certification	27
3.8.2	Other Compliance Requirements	27
3.9	Transponder Orders, Retail Packaging, and Delivery	28

Table of Contents

3.9.1	Notes regarding Transponder Orders:	28
3.9.2	Retail Transponder Packaging.....	28
3.9.3	Transponder Delivery.....	29
3.10	Transponder Factory Testing.....	30
3.11	Transponder Delivery Testing.....	30
3.12	Transponder Disposal.....	30
4	6C Transponder Support Devices and Services	31
4.1	Support Devices – Handheld Reader	31
4.2	Support Devices – Transponder Programmer	32
4.3	Support Devices – Transponder Tester.....	33
4.4	Support Devices – Warranty & Maintenance.....	35
4.5	Documentation	35
4.5.1	End User Instructions.....	35
4.5.2	Equipment Documentation.....	35
4.5.3	Regulatory Compliance.....	36
4.6	Contract Management	36
5	Validation Testing (All Types and Models of Transponder).....	36
5.1	Test Site Requirements	36
5.2	Performance Test Cases	38
	Appendix A Reference Pictures	40
	Sample Transponder Labeling.....	40
	Sample Retail Packaging.....	50

Part 3: Technical Requirements

1 TDM Transponders

1.1 TDM Transponder Models

101.	<p>If a proposal includes TDM Transponders, it may include models a), b), c), d), and/or e) as listed below:</p> <ul style="list-style-type: none"> a) Interior, windshield-mounted, hard-case TDM Transponders; b) Interior, windshield-mounted, hard-case, feedback TDM Transponders; c) Interior, windshield-mounted, hard-case, switchable TDM Transponders; d) Exterior, license plate mounted, hard-case TDM Transponders; and e) Exterior, roof-mounted, hard-case TDM Transponders; <p>Notes:</p> <p>The license plate and roof-mounted Transponders (items d and e) may be the same physical device with different mounting components and a data parameter programmed unique to each model.</p> <p>1AG Participating Members use other types of TDM Transponders, but they are <u>not</u> required for this procurement.</p>
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For each Transponder model proposed, provide details to confirm that it meets the Requirements, including details of locations / agencies using the Transponder, and quantities in use. Provide product cut sheets in Appendix C of the Proposal.

1.1.1 Interior, Windshield Mounted, Hard Case TDM Transponders

102.	The Interior Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.
103.	The Interior Transponder shall be new, not refurbished.
104.	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.
105.	<p>Proposer shall provide the appropriate adhesive material and/or devices to allow the Interior Transponder to be affixed to the windshield of the vehicle in accordance with the Transponder manufacturer's mounting instructions.</p> <p>Note: One (1) set of mounting components shall be included with each Transponder. Additional sets of mounting components shall be available for purchase.</p>
106.	The Interior Transponder shall be able to be detached from vehicle windshield and reattached back to the vehicle windshield without the use of any tools.

107.	The attachment method shall allow removal without risk of damage to the Interior Transponder or vehicle. Any strips, tabs, cups or other mounting device used to meet these Requirements shall be completely removable without damaging or marring the vehicle in any way.
108.	Interior Transponders shall be held stationary in their location by means sufficient to provide reliable attachment. The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.
109.	The attachment method shall ensure that the integrity of the mounting is maintained for the life of the Transponder under the full range of environmental conditions.
110.	The Interior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Interior Transponder upon installation or reinstallation.
111.	The Interior Transponder shall not require any additional external power supply in order to meet the Performance Requirements described in these Requirements.

1.1.2 Interior, Windshield-Mounted, Hard-Case, Feedback TDM Transponders

112.	The Interior Feedback Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.
113.	The Interior Feedback Transponder shall meet all Requirements for Interior Transponders as set forth in Section 1.1.1 of these Requirements.
114.	The Interior Feedback Transponder shall include audible and visual feedback triggered by a toll transaction. The audible feedback shall be reasonably considered audible in a typical moving vehicle interior environment (road noise and audio system). The visual feedback shall be reasonably considered visible to the driver.

1.1.3 Interior, Windshield-Mounted, Hard-Case, Switchable TDM Transponders

115.	The Interior Switchable Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.
116.	The Interior Switchable Transponder shall meet all Requirements for Interior Transponders as set forth in Section 1.1.1 of these Requirements.
117.	The Interior Switchable Transponder shall include a switch that when toggled causes <u>allows the driver to select a the Transponder to switch between</u> supported status indications.
118.	The switch shall be operable while the Transponder is attached to the windshield.
119.	The Interior Switchable Transponder shall support two statuses: low (typically single) occupancy vehicle and high occupancy vehicle (HOV). <u>Transponders providing capability for more than two statuses are acceptable. Functionality of such a transponder if a status unused by the IAG Participating Members is selected shall be confirmed with the IAG Participating Members.</u>

120.	The Interior Switchable Transponder shall display a visual indication of the present status setting, readable by the driver.
121.	The Interior Switchable Transponder shall emit a tone when its status is set to HOV. The tone shall be reasonably considered audible in a typical moving vehicle interior environment (road noise and audio system).

1.1.4 Exterior, License Plate or Roof Mounted, Hard-Case TDM Transponders

122.	The Exterior Transponder shall be a programmable RFID Transponder that is incorporated within a plastic case.
123.	The Exterior Transponder shall be new, not refurbished.
124.	The Exterior Transponder shall be for installation on surfaces outside of the passenger compartment of motor vehicles.
125.	The Exterior Transponder shall not require any additional external power supply in order to meet the Performance Requirements described in these Requirements.
126.	All components used in the Exterior Transponder shall be approved for safe use in consumer products. The Exterior Transponder shall not give off dangerous substances at any time including when damaged.
127.	<p>a) Proposer shall describe the recommended exterior <i>license plate</i> attachment method. If mounting components in addition to the Transponder case are required, they shall <u>not</u> be included in the Transponder price, but shall be available for purchase separately.</p> <p>b) Proposer shall describe the recommended exterior <i>roof mount</i> attachment method. The mounting components shall <u>not</u> be included in the Transponder price, but shall be available for purchase separately.</p>
128.	The Exterior Transponder shall withstand ice, snow, steam, dirt, mud, and any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.
129.	The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.
130.	The attachment methods shall allow for removal of the Transponder from the mounting attachment without risk of damage to the Exterior Transponder or vehicle.
131.	The Exterior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Exterior Transponder upon installation or reinstallation.

1.2 Transponder Functional Requirements

The Proposer shall provide details on how the proposed Transponder(s) meets the Requirements of this section.

132.	Transponders shall be fully compatible with E-ZPass systems (current and legacy readers).
133.	Transponders shall implement full Read/Write functionality.

134.	<p>The Transponders shall meet the requirements set out in the document:</p> <p>“Rev_C_Active_TDM_Over_Air_Spec_for_Electronic_Toll_Communications.pdf” (available from Kapsch® TrafficCom IVHS Inc. via the E-ZPass Group website https://www.e-zpassiag.com/ Interoperability TDM Specifications).</p> <p>Specific requirements as to the contents for the Agency and Reader programmable memory areas will be made available to the successful bidder after notice to proceed.</p>
135.	<p>The Group ID allocated to IAG shall only be used for Transponders produced for IAG Participating Members. The Proposer shall certify that Transponders have not and will not be produced with different data formats that could be read and incorrectly identified as having an IAG Participating Member Group ID.</p>

1.3 Transponder Form Factor and Mounting

The Proposer shall provide details on how each proposed Transponder meets the Requirements of this section. Provide the dimensions and weight for each proposed Transponder.

1.3.1 Dimensions & Mounting

136.	<p>Interior Transponders shall be as small as possible, such that they can be mounted to the windshield behind the rear view mirror.</p>
137.	<p>When properly mounted, Interior Transponders shall not obstruct the driver’s field of vision.</p>
138.	<p>If a different interior mounting location is proposed, Proposer shall clearly describe.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. • Transponder shall be visible from outside the vehicle.
139.	<p>When properly mounted, Exterior Transponders shall not obscure the license plate numbering (numbers and letters) or issuing jurisdiction information.</p>
140.	<p>Proposer shall clearly describe the desired exterior roof and license plate mounting locations.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. • Exterior Transponders and mounting techniques shall be designed to discourage theft. To do so, exterior Transponders should be as inconspicuous as possible when installed on a motor vehicle. Transponders shall also be secure and not be easily removable from the vehicle without the use of common tools.

1.3.2 Transponder Labeling & Color

141.	<p>Transponders shall be provided with an external label (printed in up to 4 colors) containing human readable data that shall be visible when mounted on or inside a vehicle. The data shall include but not be limited to:</p> <ul style="list-style-type: none"> • Issuing IAG Participating Member number; • IAG Participating Member designated graphics and data such as the IAG Participating Member logo; and • IAG Participating Member designated mailing address and contact telephone number. <p>Sample labeling is included in Part 3: Technical Requirements, Appendix A.</p>
142.	In addition to any other branding required by the IAG Participating Member, the Transponders shall bear the "E-ZPass" logo. The "E-ZPass" logo may be embossed in the Transponder case or printed on the label. If printed, the "E-ZPass" logo shall be colored in Pantone 259 Purple.
143.	In addition to human readable data, the external label shall also contain a barcode encoded with IAG Participating Member and other ID, such as an internal serial number, as designated by the IAG Participating Member.
144.	Final graphic design of labels for all Transponders procured pursuant to this Contract will be approved by the IAG Participating Member specific to each order.
145.	Proposer shall provide specifications and restrictions for pigments and labels to be used on Transponders to ensure that pigments or labels will not interfere with Transponder operation and will not be significantly impacted by temperature or UV degradation for the life of the Transponder.
146.	<p>Interior Transponder cases (shells) shall be available in different colors for various application distinctions (e.g., passenger vehicle, truck, bus, non-revenue, commuter), with the mix of colors ordered at the discretion of the IAG Participating Member. The following colors shall be included in the range of options: white, blue, yellow, green, and orange.</p> <p>Exterior Transponder cases (shells) shall be black.</p>
147.	Transponders shall not carry any visible manufacturer or vendor brand names.

1.3.3 Transponder Battery

148.	Transponders shall <u>not</u> have a customer or IAG Participating Member-replaceable battery.
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1.4 Transponder Physical/Environmental

The Proposer shall provide details on how each proposed Transponder meets the Requirements of this section.

1.4.1 Operating Environment

149.	Transponders shall be designed to operate without Performance degradation under worst case traffic conditions including the following:
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	<ul style="list-style-type: none"> Vehicles traveling up to 100 miles per hour;
	<ul style="list-style-type: none"> Stop-and-go traffic with continuous intermittent acceleration and deceleration between 0 and 15 miles per hour;
	<ul style="list-style-type: none"> Vehicles tailgating;
	<ul style="list-style-type: none"> Different mixes of all vehicle types encountered on North American roads including but not limited to cars, trucks, tractor-trailers, recreation vehicles, motorcycles, buses, and delivery vans;
	<ul style="list-style-type: none"> Vehicles arriving simultaneously at the Transponder Capture Zone;
	<ul style="list-style-type: none"> Vehicles changing and/or straddling lanes; and
	<ul style="list-style-type: none"> Vehicles travelling through a toll plaza lane with overhead metal canopy, metal toll booths, lane separation and support structures.
150.	Transponders shall be designed to operate without performance degradation under worst case environmental conditions that may be encountered in North America including but not limited to:
	<ul style="list-style-type: none"> Interior Transponder Operating Temperatures ranging from -40° F to +185° F;
	<ul style="list-style-type: none"> Exterior Transponder Operating Temperatures ranging from -40° F to +150° F;
	<ul style="list-style-type: none"> Storage Temperatures ranging from -40° F to +150° F;
	<ul style="list-style-type: none"> Rain: 1/4 inch of rain per minute;
	<ul style="list-style-type: none"> Fog: 10 feet visibility;
	<ul style="list-style-type: none"> Relative Humidity: 0% - 100%;
	<ul style="list-style-type: none"> Ice: 1/4-inch thickness between the Transponder and the Antenna;
	<ul style="list-style-type: none"> All forms of driving precipitation (sleet, hail, blizzard, etc.); and
	<ul style="list-style-type: none"> Direct sunlight.

1.4.2 Electromagnetic Interference

151.	Transponders shall be resistant to electromagnetic interference or noise, electrical interference, and mechanical interference that may typically be found in a tolling environment from sources such as, but not limited to:
	<ul style="list-style-type: none"> Wireless data and voice Services;
	<ul style="list-style-type: none"> Satellite radio signals;

	<ul style="list-style-type: none"> • GPS devices;
	<ul style="list-style-type: none"> • Vehicle electronics;
	<ul style="list-style-type: none"> • Ignition systems;
	<ul style="list-style-type: none"> • Electrical appliances;
	<ul style="list-style-type: none"> • Lightning (except for direct hits);
	<ul style="list-style-type: none"> • Power tools;
	<ul style="list-style-type: none"> • Power lines;
	<ul style="list-style-type: none"> • Power transformers;
	<ul style="list-style-type: none"> • Mobile and portable communications radios;
	<ul style="list-style-type: none"> • Video Enforcement and Automatic Vehicle Classification Equipment, including inductive loops and lasers;
	<ul style="list-style-type: none"> • Toll plaza infrastructure such as overhead metal canopy, metal toll booths, lane separation and support structures;
	<ul style="list-style-type: none"> • Security systems;
	<ul style="list-style-type: none"> • Lighting;
	<ul style="list-style-type: none"> • Speed radar sources and detectors;
	<ul style="list-style-type: none"> • Air conditioning units;
	<ul style="list-style-type: none"> • Windshield wipers;
	<ul style="list-style-type: none"> • Detuned engines;
	<ul style="list-style-type: none"> • Defrosters; and
	<ul style="list-style-type: none"> • Anything else that would reasonably be found in a tolling environment.

1.4.3 Other

152.	Transponders shall not have their performance affected by the nearby presence of common objects such as beverage cans, cell phones, sunglasses, cigarette packs, etc., by other electronic devices that may be integrated with or placed in the vehicle, e.g. commercial vehicle RF Transponders.
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153.	Transponders shall be designed to prevent penetration of fluids, dust, etc., including automotive fluids, salt spray, and fuels, whether through the design of the Transponder case or the mounting of the Transponder. They shall be designed such that external conditions as listed above do not affect performance.
154.	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.
155.	Transponders shall be droppable from 4 feet onto concrete in any orientation and continue to function without degradation in performance and accuracy. The Transponder case shall not open as the result of being dropped.
156.	Transponders shall withstand thermal shocks and gradients associated with dashboard or window mounting and temperature gradients of up to 20° F per minute.
157.	Transponders shall operate as specified while undergoing the recommended shock and vibration of SAE J1211 for the proposed mounting location.
158.	Transponders shall withstand any damage or corruption of data when subjected to an electrostatic discharge of up to at least 50,000 volts or any greater levels <u>15,000 Volts (air discharge) or 8,000 Volts (contact discharge)</u> attributable to normal handling by an IAG Participating Member or its customers.
159.	Proposer shall describe the limits of flexing, bending, or any other physical manipulation of the Transponder without any effect on Transponder performance and accuracy.

1.5 Transponder Performance Requirements

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

If available, provide actual performance data along with a description of how it was obtained. If a proposed Transponder exceeds the Requirements, confirm what level of performance Proposer will commit to.

Provide a description of any aspects of the proposed Transponders that are unique and/or provide additional value.

1.5.1 Read/Write Performance

160.	Transponders properly mounted on vehicles passing through a Toll Zone shall be detected and read accurately at least 99.9% of the time, or no more than one (1) missed read or incorrect detect in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.
161.	Transponders properly mounted on vehicles passing through a Toll Zone configured to write to TDM Transponders, shall be successfully and accurately written to with an accuracy of 99.8%, or no more than two (2) missed or incorrect writes in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.
162.	Proposer shall define vehicle types for which these performance thresholds may not be achieved, regardless of Transponder model and/or mounting location.

1.6 Transponder Warranty

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

163.	Vendor shall provide replacement Transponders (or at IAG Participating Member option, a credit at the price currently in effect for new purchase) for any Transponder not functioning for any reason for ten (10) years (except that for the <u>feedback Transponder and the</u> switchable Transponder the period shall be 7.5 years), with the ten (10) years (or 7.5 years in the case of the <u>feedback Transponder and the</u> switchable Transponder) beginning the date the Transponder is delivered to the IAG Participating Member's designated delivery location. The warranty period for the replacement Transponder shall be for the time remaining in the ten (10) year (or 7.5 year for <u>feedback Transponder and the</u> switchable Transponder) warranty period for the replaced defective Transponder. Refer to Part 5: Terms and Conditions, Article 1.8 Warranties.
164.	In addition, the switchable Transponder shall be warranted for a minimum of 5,200 switch transitions.
165.	Transponder life expectancy shall be at least equivalent to the warranty period.
166.	Transponder battery life shall be at least equivalent to the warranty period.

1.7 Transponder Security

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

167.	The Proposer shall describe measures implemented to protect the Transponder from being tampered with, read by unauthorized readers, cloned, or otherwise "spoofed".
168.	The IAG Participating Members prefer that any compromised Transponder be rendered inactive or that a coded signal be created that would identify a tampered Transponder to RSE.
169.	Proposers shall describe all known incidents of successful or unsuccessful counterfeiting of their Transponders, including a description of the measures taken as a result. The Vendor shall have an ongoing obligation to provide Notice to the Participating Operators of any known incidents of counterfeiting during the term of this Agreement.

1.8 Equipment Certification

The Proposer shall provide details on each proposed Transponder's current (as of the time of Proposal submission) Equipment Certifications or pending Equipment Certifications. For current Equipment Certifications, provide evidence of said Equipment Certification. If Proposer expects to fulfill any of the Equipment Certification Requirements post-award, provide details on Proposer's approach to obtaining Equipment Certification.

1.8.1 IAG Equipment Certification

170.	Transponders shall be formally approved in writing by the IAG before being placed into service.
171.	If any of the proposed Transponders have not previously been approved for use by IAG, Proposer shall complete Validation Testing per Part 3: Technical Requirements, Section 5 Validation Testing.

172.	Provide battery certification and/or test results to justify Proposer claims regarding battery life. If not available at time of Proposal submittal, Proposer to furnish the battery certification and/or test results within two (2) weeks of Proposal submittal.
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1.8.2 Other Compliance Requirements

173.	The proposed Transponders shall comply with applicable federal, province, state and local licensing and regulations for the technology in question.
174.	The Transponders shall utilize such FCC allocated radio frequencies as appropriate for this application.
175.	Transponders shall comply with FCC's Part 15 requirements.
176.	Transponders shall meet or exceed all applicable safety and environmental requirements.
177.	Proposer shall confirm that it has the right to manufacture and deliver the proposed Transponders and support devices. IAG Participating Members have no liability for Intellectual Property or copyright claims related to the proposed Transponders or support devices. Refer to Part 5: Terms & Conditions, Article 1.26 Intellectual Property.

1.9 Transponder Orders, Retail Packaging, and Delivery

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

1.9.1 Notes regarding Transponder Orders:

- Orders under a contract resulting from this RFP will be submitted separately by each participating IAG Participating Member at such times as Transponders are desired.
- Each order will include: description and quantity of Transponders; a Purchase Order number; the delivery location; and the desired delivery date.
- IAG Participating Members will work with each other and the Vendor to mitigate large variations in month to month delivery requests. When feasible, large orders will be broken out for monthly deliveries ("level-loading").
- The estimated quantities provided in Part 1: Administrative, Appendix B are for information only. IAG Participating Members do not provide any guarantee of actual purchase quantity. However, IAG Participating Members will provide updated purchase estimates annually on the anniversary date of the Vendor contract, or when a substantial change is determined.

1.9.2 Retail Transponder Packaging

IAG Participating Members may order Interior Transponders with Retail Packaging. Sample pictures are included in Part 3: Technical Requirements, Appendix A.

Vendor must get approval for design and implementation of Retail Packaging from applicable IAG Participating Member prior to production of first order for each IAG Participating Member.

178.	Retail Packaging consists of a sealed, RF shielded pouch/bag which prevents Transponders from being read.
179.	<p>The bag will typically contain:</p> <ul style="list-style-type: none"> • A single interior non-switchable or switchable Transponder. • A corresponding Transponder ID validation code label. This label shall be produced and affixed to the reverse side of the Transponder. The Transponder ID validation code shall be a separate check code, different from the Transponder number that is entered by the customer or the CSR when registering to ensure that the correct Transponder number is entered. IAG Participating Members will provide the logic to be used for creation of the Transponder ID validation code when a contract is awarded. • Mounting accessories. • Printed documentation, e.g. terms & conditions. • Instructions for Transponder mounting/installation document. • Instructions for Transponder registration document.
180.	<p>The exterior labeling on the bag will typically include:</p> <ul style="list-style-type: none"> • E-ZPass and IAG Participating Member logos. • Other graphics / text as defined by the IAG Participating Member. • The Transponder manufacturing date. • A window positioned so that the Transponder identification is visible <u>or</u> printed Transponder identification. • An approved UPC code.

1.9.3 Transponder Delivery

181.	Transponders shall comply with any and all current U.S. and international safety standards to permit unrestricted shipment by mail and commercial carriers with appropriate documentation and in the recommended shipping boxes.
182.	Vendor shall ship Transponders (with or without retail packaging) in boxes with dividers and placeholders.
183.	If mounting components are to be included with the Transponders, they shall be included in the shipping box with the Transponders.
184.	The shipping boxes shall have RF shielding to prevent reading of the enclosed Transponders.
185.	Each box of Transponders shall contain Transponders with consecutive serial numbers starting at a value determined jointly by the IAG Participating Member and the Vendor.
186.	Each box of Transponders shall have a barcode marked packing slip and exterior identification with the beginning and ending serial numbers for inventory tracking.

187.	Vendor shall provide a spreadsheet of boxes and serial number ranges along with each shipment of Transponders.
188.	Vendor shall coordinate with the IAG Participating Member's designated CSC Contractor to develop the exact content and format of the spreadsheet.
189.	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days) from order date. Note: This will not apply to delivery of first order for each model of Transponder due to the requirement for Factory Testing (Part 3: Technical Requirements, Section 1.10 Transponder Factory Testing).
190.	If Vendor fails to deliver Transponders in accordance within the time stated above, the Vendor shall pay as liquidated damages one percent (1%) of the retail value of Transponders overdue for each day (Limit 100% of the retail value of Transponders overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.
191.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
192.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if the requested delivery is possible. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

1.10 Transponder Factory Testing

This testing is subsequent and additional to Validation Testing and Battery certification that is required during the Proposal Evaluation period.

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

193.	Vendor shall conduct First Article Factory Testing on Transponders from the production environment prior to delivery of the first order for each model of TDM Transponder proposed. First Article Factory Testing shall demonstrate that production Transponders are physically and operationally consistent with the Transponders submitted for Validation Testing and these Technical Requirements. Vendor shall submit its First Article Factory Testing plan for approval by IAG Participating Members prior to conducting the test. Proposer shall provide a description of its First Article Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.
194.	Proposer shall provide a description of its ongoing Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.
195.	Vendor shall notify IAG Participating Members of any changes to the originally proposed Transponders during the Contract Term. IAG Participating Members may request that the new or revised product undergo Validation Testing and/or First Article Factory Testing.

1.11 Transponder Delivery Testing

The Proposer shall acknowledge this IAG Participating Member initiated activity.

196.	For each Transponder order placed, a sample (either partial or full) of Transponders may be lab tested (at the IAG Participating Members' expense) to ensure that they remain operationally consistent with previously delivered Transponders and to ensure the Transponder programming is correct. Any batches failing testing shall be replaced at Vendor's expense at IAG Participating Member's sole discretion. A batch is considered as failed if there are more than one (1) Transponder error per two hundred (200) tested (0.5%). IAG Participating Members will provide the supporting test documentation.
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1.12 Transponder Disposal

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

197.	If there are environmental restrictions on disposal of any type of supplied Transponder, Vendor shall document the proper disposal procedures and the reason for the restrictions.
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2 TDM Transponder Support Devices and Services

Requirements for Handheld Readers, Transponder Programmers, and Transponder Testers are set out in the next three sections. Proposer may propose a device that combines the functionality of multiple devices.

2.1 Support Devices – Handheld Reader

If the Proposal includes any TDM Transponder, then the Proposal shall include a related Handheld Reader.

The Proposer shall provide an overview of Proposer's Handheld Reader and how it will meet the Requirements of this section. Discuss the Handheld Reader's ability to interface to other systems and any features particularly useful for using the Handheld Reader in mobile HOV enforcement. Include a description of Proposer's approach to upgrades and patches for the Handheld Reader. Provide any cut sheets in Appendix C of the Proposal.

201.	Vendor shall provide a Handheld Reader that will be compatible with the provided Transponders.
202.	The Handheld Reader shall be of ergonomic design and powered by a rechargeable battery.
203.	The Handheld Reader shall be able to be carried, moved and operated by one person.
204.	The Handheld Reader shall be able to read all compatible Transponders.
205.	The Handheld Reader shall be equipped with a display which displays data for each Transponder read, including but not limited to:
	<ul style="list-style-type: none"> • Date & Time of Transponder read;
	<ul style="list-style-type: none"> • Transponder ID;
	<ul style="list-style-type: none"> • Transponder encoded vehicle class;
	<ul style="list-style-type: none"> • Previous Toll Zone and read/write date/time as written to the Transponder; and
	<ul style="list-style-type: none"> • Position of HOV self-declaration switch as written to the Transponder at previous Toll Zone (if applicable).
206.	The Handheld Reader shall support an external interface allowing it to exchange all Transponder data with a desktop or laptop workstation (supplied by others).
207.	The handheld reader shall buffer (store) each Transponder read until uploaded to a computer or manually deleted by the handheld reader user.
208.	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Handheld Reader.
209.	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as they pertain to the Handheld Reader:
	<ul style="list-style-type: none"> • Updates to the Handheld Reader firmware;
	<ul style="list-style-type: none"> • Updates to Software for use on connected workstation;

	<ul style="list-style-type: none"> • Release Notes for firmware and Software; and
	<ul style="list-style-type: none"> • Documentation Updates.
210.	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.
211.	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).
212.	The microwave energy radiated from the Handheld Reader shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.
213.	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).
214.	<p>If Vendor fails to deliver Handheld Readers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Handheld Readers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
215.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
216.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

2.2 Support Devices – Transponder Programmer

If the Proposal includes any TDM Transponder, then the Proposal shall include a related Transponder Programmer.

The Proposer shall provide an overview of the Transponder Programmer and how it will meet the Requirements of this section. Include a description of Proposer's approach to Upgrades and patches for the Transponder Programmer. Provide any cut sheets in Appendix C of the Proposal.

217.	Vendor shall provide a Transponder Programmer that will be compatible with the Transponders.
218.	The Transponder Programmer shall allow programming of all agency read-only data fields in the Transponders.
219.	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Transponder Programmer.
220.	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Programmer:
	<ul style="list-style-type: none"> • Updates to the Transponder Programmer firmware;
	<ul style="list-style-type: none"> • Updates to Software for use on connected workstation;

	<ul style="list-style-type: none"> • Release Notes for firmware and Software; and
	<ul style="list-style-type: none"> • Documentation Updates.
221.	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.
222.	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).
223.	The microwave energy radiated from the Transponder Programmer shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.
224.	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).
225.	<p>If Vendor fails to deliver Transponder Programmers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Programmers overdue for each day (Limit 100% of the retail value of Transponder Programmers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
226.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
227.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

2.3 Support Devices – Transponder Tester

If the Proposal includes any TDM Transponder and the Vendor's RMA process requires that IAG Participating Members test TDM Transponders prior to Warranty return, then the Proposal shall include a Transponder Tester.

The Proposer shall provide a description of the Transponder Tester including its operating environment and primary functions, in particular the logic used to determine Transponder pass or fail. Include a description of Proposer's approach to upgrades and patches for the Transponder Tester. Provide any cut sheets in Appendix C of the Proposal.

228.	The Transponder Tester shall be used by personnel in a field environment such as a toll plaza or an office environment such as a customer service center.
229.	The Proposer shall provide the size and weight of the Transponder Tester.
230.	Transponder Tester(s) shall be available for all proposed TDM Transponder models. It is preferable that all TDM Transponder models be accommodated by a single Transponder Tester.
231.	<p>The user interface should provide output for measurements as appropriate to the technology being offered, such as:</p> <ul style="list-style-type: none"> • The Transponder Tester successfully tested the functionality of all Transponder data fields; • The bit error rate;

	<ul style="list-style-type: none"> • The power output of the Transponder; • The sensitivity of the Transponder to the trigger signal; and • Load test the Transponder. <p>The output for the Transponder functionality test may be an audible indication, LED, or any other method to indicate whether the Transponder passed or failed. The output for bit error rate can be a simple LCD display. The output for the power and sensitivity tests should include a display of approximate power output or sensitivity level and a display of the power output and sensitivity in dBm.</p> <p>If Vendor requires that printed documentation accompany Transponder returns (RMA), then Tester shall include printer interface capability.</p>
232.	<p>The Transponder Tester shall consider a Transponder to have failed if any data field returns invalid data. With regard to power output or sensitivity measures, the Transponder Tester shall fail Transponders that would not meet accuracy requirements when properly mounted and presented. The Proposer shall describe the measurement levels that would result in the Transponder failing and the reasons for the selection of those measurement levels.</p> <p>The Proposer shall describe the positioning of the Transponder relative to the Transponder Tester such that the Transponder Tester result is valid.</p>
233.	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Tester:</p> <ul style="list-style-type: none"> • Updates to the Transponder Tester firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates.
234.	<p>Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.</p>
235.	<p>Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).</p>
236.	<p>The microwave energy radiated from the Transponder Tester shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.</p>
237.	<p>Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).</p>
238.	<p>If Vendor fails to deliver Transponder Testers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Testers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
239.	<p>Delivery shall occur at the IAG Participating Member's specified location during business hours.</p>

240.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.
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2.4 Support Devices – Warranty & Maintenance

The Proposer shall provide details on how the proposed services meet the Requirements of this section.

241.	The Warranty period for Support Devices shall be three (3) years commencing on the date such Devices were delivered to the IAG Participating Member's designated delivery location.
242.	Vendor shall provide on-call remote and on-site Maintenance Support Services and other technical support for delivered Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period.
243.	Vendor shall repair or replace failed Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period within five (5) Business Days of the Vendor's receipt of Equipment requiring warranty work.
244.	If Vendor fails to repair or replace Support Devices in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of the Support Devices in question for each day that the remedy is not performed to the satisfaction of the IAG Participating Member. (Limit 200% of the retail value of the Support Devices in question). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.

2.5 Documentation

The Proposer shall provide an overview of how Proposer will meet the Requirements of these sections. Sample Documentation may be provided as Appendix D of the Proposal.

2.5.1 End User Instructions

245.	Vendor shall provide instructions suitable for use by end users which document the means of attachment and mounting devices used by all supplied Transponder models.
246.	Vendor shall provide a list of vehicle features, such as metallic coated windshields or rear-view mirrors with displays that may interfere with Interior Transponders.
247.	Vendor shall provide a list of vehicle makes and models equipped with features which may interfere with Interior Transponders. Where applicable, Vendor shall indicate alternate mounting locations or other special instructions which would prevent the interference in particular vehicle types.
248.	Vendor shall update the lists of vehicle features that may interfere with Interior Transponders, and the vehicle makes and models equipped with such features, on an annual basis.

2.5.2 Equipment Documentation

249.	Vendor shall provide instructions and Documentation regarding the storage, transport, issue, and disposal of all Transponder models as applicable.
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250.	Vendor shall provide Cut Sheets, Operating Instructions, Installation Instructions, and Maintenance Instructions as applicable for the Handheld Reader, Transponder Programmer, and Transponder Tester.
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2.5.3 Regulatory Compliance

251.	Vendor shall provide documentation stating that all provided Equipment and Transponder models are in compliance with appropriate regulations and standards.
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2.6 Contract Management

252.	<p>During the Contract Term, Vendor shall provide the IAG Technology Manager with a monthly status report, broken out by IAG Participating Member, including as a minimum:</p> <ul style="list-style-type: none">• Orders received;• Deliveries made;• Current backlog;• Schedule for delivery of backlog; and• Returns (RMA) – quantity and reason.
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3 6C Transponders

3.1 6C Transponder Models

301.	If a proposal includes 6C Transponders, it may include models a), b), c), and/or d) as listed below: a) Interior, windshield-mounted, sticker 6C Transponders; b) Interior, windshield-mounted, switchable, hard-case 6C Transponders; c) Exterior motorcycle headlamp sticker 6C Transponders; and d) External truck headlamp sticker 6C Transponders;
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For each Transponder model proposed, provide details to confirm that it meets the Requirements, including details of locations / agencies using the Transponder, and quantities in use. Provide product cut sheets in Appendix C of the Proposal.

3.1.1 Interior, windshield-mounted, sticker 6C Transponders

302.	Interior Transponders shall be programmable, sticker Transponders that are powered by radio frequency energy and shall not require a battery.
303.	The Interior Transponder shall be a flexible self-adhesive sticker type.
304.	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.
305.	The Interior Transponder shall be designed such that once it is mounted to the windshield, any attempt to remove the Interior Transponder from its mounting location will result in it becoming permanently unusable.
306.	The Interior Transponder shall be designed in such a manner that attachment and removal will not cause damage to the surface to which it is attached.
307.	The Interior Transponder shall be marked in a manner that incorrectly orienting the Transponder upon installation is unlikely.

3.1.2 Interior, Windshield-Mounted, Switchable, Hard-Case 6C Transponders

308.	The Interior Switchable Hard-Case 6C Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case. It shall not require a battery.
309.	Transponders shall be new, not refurbished.
310.	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.
311.	The Interior Switchable Hard-Case 6C Transponder shall include a switch that when toggled causes the Transponder to switch between <u>allows the driver to select a</u> supported status indications.

312.	The switch shall be operable while the Transponder is attached to the windshield.
313.	The Interior Switchable Transponder shall support two statuses: low (typically single) occupancy vehicle and high occupancy vehicle (HOV). <u>Transponders providing capability for more than two statuses are acceptable. Functionality of such a transponder if a status unused by the IAG Participating Members is selected shall be confirmed with the IAG Participating Members.</u>
314.	The Interior Switchable Transponder shall display a visual indication of the present status setting, readable by the driver.
315.	Proposer shall provide the appropriate adhesive material and/or devices to allow the Interior Transponder to be affixed to the windshield of the vehicle in accordance with the Transponder manufacturer's mounting instructions. Note: One (1) set of mounting components shall be included with each Transponder. Additional sets of mounting components shall be available for purchase.
316.	The Interior Switchable Hard-Case 6C Transponder shall be able to be detached from vehicle windshield and reattached back to the vehicle windshield without the use of any tools.
317.	The attachment method shall allow removal without risk of damage to the Interior hard-case 6C Transponder or vehicle. Any strips, tabs, cups or other mounting device used to meet these Requirements shall be completely removable without damaging or marring the vehicle in any way.
318.	Interior hard-case 6C Transponders shall be held stationary in their location by means sufficient to provide reliable attachment. The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.
319.	The attachment method shall ensure that the integrity of the mounting is maintained for the life of the Transponder under the full range of environmental conditions.
320.	The Interior hard-case 6C Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Interior Transponder upon installation or reinstallation.

3.1.3 Exterior Motorcycle Headlamp or Truck Headlamp Sticker 6C Transponders

321.	Exterior Transponders shall be programmable, sticker Transponders that are powered by radio wave and shall not require a battery.
322.	The Exterior Transponder shall be packaged as a flexible self-adhesive sticker.
323.	The Exterior Transponders shall be for installation on surfaces outside of the passenger compartment of motor vehicles.
324.	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.
325.	All components used in the Exterior Transponder shall be approved for safe use in consumer products. The Exterior Transponder shall not give off dangerous substances at any time including when damaged.

326.	The Exterior sticker Transponder shall be designed such that once it is attached to the vehicle, any attempt to remove the Transponder from its mounting location will result in it becoming permanently unusable.
327.	The Exterior Transponder shall be designed in such a manner that attachment and removal will not cause damage to the surface to which it is attached.
328.	The Exterior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Exterior Transponder upon installation or reinstallation.

3.2 Transponder Functional Requirements

The Proposer shall provide details on how the Proposer's Transponder solution meets the Requirements of this section.

329.	Transponders <u>that support the TDM protocol</u> shall be fully compatible with E-ZPass systems (current and legacy readers).
330.	Transponders shall be compliant with most recent 6C Toll Operators Coalition (6C TOC) AVI Transponder Programming Standard at the time of Contract Award (available via download link found at http://6c-toc.com/ , "6C TOC AVI Standard Version 3.1 Revision 1" at the time this RFP was prepared); Specific requirements as to the contents for the Agency and Reader programmable memory areas will be made available to the successful bidder after notice to proceed.
331.	At IAG Participating Members' discretion and at no additional cost to IAG Participating Members, Vendor shall provide Transponders that are compliant with newer versions of the 6C TOC AVI Transponder Programming Standard over the life of the Contract.

3.3 Transponder Form Factor and Mounting

The Proposer shall provide details on how each proposed Transponder meets the Requirements of this section. Provide the dimensions and weight for each proposed Transponder.

3.3.1 Dimensions & Mounting

332.	Interior Transponders shall be as small as possible, such that they can be mounted to the windshield behind the rear view mirror.
333.	When properly mounted, Interior Transponders shall not obstruct the driver's field of vision.
334.	<p>If a different interior mounting location is proposed, Proposer shall clearly describe.</p> <p>Notes:</p> <ul style="list-style-type: none"> Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. Transponder shall be visible from outside the vehicle.

3.3.2 Transponder Labeling

335.	<p>Transponders may be printed (in up to 4 colors) with human readable data that shall be visible when mounted on or inside a vehicle. The data may include but not be limited to:</p> <ul style="list-style-type: none"> • Issuing IAG Participating Member number; • "E-ZPass" logo colored in Pantone 259 Purple; • IAG Participating Member designated graphics and data such as the IAG Participating Member logo; and • IAG Participating Member designated mailing address and contact telephone number. <p>Sample labeling is included in Part 3: Technical Requirements, Appendix A.</p>
336.	In addition to human readable data, the label shall also contain a barcode encoded with IAG Participating Member and other ID, such as an internal serial number, as designated by the IAG Participating Member.
337.	Transponders shall not carry any visible manufacturer or vendor brand names.
338.	Final graphic design of all Transponders procured pursuant to this Contract will be approved by the IAG Participating Member specific to each order.
339.	Proposer shall provide specifications and restrictions for pigments and labels to be used on Transponders to ensure that pigments or labels will not interfere with Transponder operation and will not be significantly impacted by temperature or UV degradation for the life of the Transponder.

3.4 Transponder Physical/Environmental

The Proposer shall provide details on how each proposed Transponder meets the Requirements of this section.

3.4.1 Operating Environment

340.	<p>Transponders shall be designed to operate without Performance degradation under worst case traffic conditions including the following:</p> <ul style="list-style-type: none"> • Vehicles traveling up to 100 miles per hour; • Stop-and-go traffic with continuous intermittent acceleration and deceleration between 0 and 15 miles per hour; • Vehicles tailgating; • Different mixes of all vehicle types encountered on North American roads including but not limited to cars, trucks, tractor-trailers, recreation vehicles, motorcycles, buses, and delivery vans; • Vehicles arriving simultaneously at the Transponder Capture Zone; and • Vehicles changing and/or straddling lanes.
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341.	Transponders shall be designed to operate without performance degradation under worst case environmental conditions that may be encountered in North America including but not limited to:
	• Interior Transponder Operating Temperatures ranging from -40° F to +185° F;
	• Exterior Transponder Operating Temperatures ranging from -40° F to +150° F;
	• Storage Temperatures ranging from -40° F to +150° F;
	• Rain: 1/4 inch of rain per minute;
	• Fog: 10 feet visibility;
	• Relative Humidity: 0% - 100%;
	• Ice: 1/4-inch thickness between the Transponder and the Antenna;
	• All forms of driving precipitation (sleet, hail, blizzard, etc.); and
	• Direct sunlight.
342.	Transponders will be exposed to direct sunlight, which has been known to cause issues with some Transponders failing to respond to AVI Reader requests and / or providing incorrect reads in some cases. Sunlight screening shall be built into both the Interior and Exterior Transponders to ensure they perform as well under conditions of direct sunlight as in overcast conditions.

3.4.2 Electromagnetic Interference

343.	Transponders shall be resistant to electromagnetic interference or noise, electrical interference, and mechanical interference that may typically be found in an ORT environment from sources such as, but not limited to:
	• Wireless data and voice Services;
	• Satellite radio signals;
	• GPS devices;
	• Vehicle electronics;
	• Ignition systems;
	• Electrical appliances;
	• Lightning (except for direct hits);
	• Power tools;
	• Power lines;

	<ul style="list-style-type: none"> • Power transformers;
	<ul style="list-style-type: none"> • Mobile and portable communications radios;
	<ul style="list-style-type: none"> • Video Enforcement and Automatic Vehicle Classification Equipment, including inductive loops and lasers;
	<ul style="list-style-type: none"> • Toll plaza infrastructure such as overhead metal canopy, metal toll booths, lane separation and support structures;
	<ul style="list-style-type: none"> • Security systems;
	<ul style="list-style-type: none"> • Lighting;
	<ul style="list-style-type: none"> • Speed radar sources and detectors;
	<ul style="list-style-type: none"> • Air conditioning units;
	<ul style="list-style-type: none"> • Windshield wipers;
	<ul style="list-style-type: none"> • Detuned engines;
	<ul style="list-style-type: none"> • Defrosters; and
	<ul style="list-style-type: none"> • Anything else that would reasonably be found in an ORT environment.

3.4.3 Other

344.	Transponders shall not have their performance affected by the nearby presence of common objects such as beverage cans, cell phones, sunglasses, cigarette packs, etc., by other electronic devices that may be integrated with or placed in the vehicle, e.g. commercial vehicle RF Transponders.
345.	Transponders shall be designed to prevent penetration of fluids, dust, etc., including automotive fluids, salt spray, and fuels, whether through the design of the Transponder case or the mounting of the Transponder. They shall be designed such that external conditions as listed above do not affect performance.
346.	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.
347.	Transponders shall be droppable from 4 feet onto concrete in any orientation and continue to function without degradation in performance and accuracy. The Transponder case shall not open as the result of being dropped
348.	Transponders shall withstand thermal shocks and gradients associated with dashboard or window mounting and temperature gradients of up to 20° F per minute.
349.	Transponders shall operate as specified while undergoing the recommended shock and vibration of SAE J1211 for the proposed mounting location.

350.	Transponders shall withstand any damage or corruption of data when subjected to an electrostatic discharge of up to at least 50,000 volts or any greater levels <u>15,000 Volts (air discharge) or 8,000 Volts (contact discharge)</u> attributable to normal handling by an IAG Participating Member or its customers.
351.	Proposer shall describe the limits of flexing, bending, or any other physical manipulation of the Transponder without any effect on Transponder performance and accuracy.

3.5 Transponder Performance Requirements

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

If available, provide actual performance data along with a description of how it was obtained. If a proposed Transponder exceeds the Requirements, confirm what level of performance Proposer will commit to.

The Proposer shall provide a description of any aspects of the proposed Transponders that are unique and/or provide additional value.

3.5.1 Read/Write Performance

352.	Transponders properly mounted on vehicles passing through a Toll Zone shall be detected and read accurately at least 99.9% of the time, or no more than one (1) missed read or incorrect detect in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.
353.	Transponders properly mounted on vehicles passing through a Toll Zone configured to write to 6C Transponders, shall be successfully and accurately written to with an accuracy of 99.8%, or no more than two (2) missed or incorrect writes in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.
354.	Proposer shall define vehicle types for which these performance thresholds may not be achieved, regardless of Transponder type and/or mounting location.

3.6 Transponder Warranty

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

355.	Vendor shall provide replacement Transponders (or at IAG Participating Member option, a credit at the price currently in effect for new purchase) for any Transponder not functioning for any reason for ten (10) years (except that for the switchable Transponder the period shall be 7.5 years), with the ten (10) years (or 7.5 years in the case of the switchable Transponder) beginning the date the Transponder is delivered to the IAG Participating Member's designated delivery location. The warranty period for the replacement Transponder shall be for the time remaining in the ten (10) year (or 7.5 year for switchable Transponder) warranty period for the replaced defective Transponder. Refer to Part 5: Terms & Conditions, Article 1.8 Warranties.
356.	In addition, the switchable Transponder shall be warranted for a minimum of 5,200 switch transitions.
357.	Transponder life expectancy shall be at least equivalent to the warranty period.

3.7 Transponder Security

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

358.	The Proposer shall describe measures implemented to protect the Transponder from being tampered with, read by unauthorized readers, cloned, or otherwise “spoofed”.
359.	The IAG Participating Members prefer that any compromised Transponder be rendered inactive or that a coded signal be created that would identify a tampered Transponder to RSE.
360.	Proposers shall describe all known incidents of successful or unsuccessful counterfeiting of their Transponders, including a description of the measures taken as a result. The Vendor shall have an ongoing obligation to provide Notice to the Participating Operators of any known incidents of counterfeiting during the term of this Agreement.

3.8 Equipment Certification

The Proposer shall provide details on each proposed Transponder's current (as of the time of Proposal submission) Equipment Certifications or pending Equipment Certifications. For current Equipment Certifications, provide evidence of said Equipment Certification. If Proposer expects to fulfill any of the Equipment Certification Requirements post-award, provide details on Proposer's approach to obtaining Equipment Certification.

361.	6C Transponders shall be certified by OmniAir Certification Services (OCS) for 6C Interoperability.
362.	If the Transponder has not previously been certified by OmniAir Certification Services (OCS) for 6C Interoperability, Contractor shall undertake interoperable technology testing and obtain Certification by OCS within 90 Days of first Contract award.

3.8.1 IAG Equipment Certification

363.	Transponders shall be formally approved in writing by the IAG before being placed into service.
364.	If any of the proposed Transponders have not previously been approved for use by IAG, Proposer shall complete Validation Testing per Part 3: Technical Requirements, Section 5 Validation Testing.

3.8.2 Other Compliance Requirements

365.	The proposed Transponders shall comply with applicable federal, province, state and local licensing and regulations for the technology in question.
366.	The Transponders shall utilize such FCC allocated radio frequencies as appropriate for this application.
367.	Transponders shall comply with FCC's Part 15 requirements.
368.	Transponders shall meet or exceed all applicable safety and environmental requirements.

369.	<p>Proposer shall confirm that it has the right to manufacture and deliver the proposed Transponders and support devices.</p> <p>IAG Participating Members have no liability for Intellectual Property or copyright claims related to the proposed Transponders or support devices.</p> <p>Refer to Part 5: Terms & Conditions, Article 1.26 Intellectual Property.</p>
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3.9 Transponder Orders, Retail Packaging, and Delivery

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

3.9.1 Notes regarding Transponder Orders:

- Orders under a contract resulting from this RFP will be submitted separately by each participating IAG Participating Member at such times as Transponders are desired.
- Each order will include: description and quantity of Transponders; a Purchase Order number; the delivery location; and the desired delivery date.
- IAG Participating Members will work with each other and the Vendor to mitigate large variations in month to month delivery requests. When feasible, large orders will be broken out for monthly deliveries ("level-loading").
- The estimated quantities provided in Part 1: Administrative, Appendix B are for information only. IAG Participating Members do not provide any guarantee of actual purchase quantity. However, IAG Participating Members will provide updated purchase estimates annually on the anniversary date of the Vendor contract, or when a substantial change is determined.

3.9.2 Retail Transponder Packaging

IAG Participating Members may order Interior Transponders with Retail Packaging. Sample pictures are included in Part 3: Technical Requirements, Appendix A.

Vendor must get approval for design and implementation of Retail Packaging from applicable IAG Participating Member prior to production of first order for each IAG Participating Member.

370.	Retail Packaging consists of a sealed, RF shielded pouch/bag which prevents Transponders from being read.
371.	<p>The bag shall contain:</p> <ul style="list-style-type: none"> • A single interior non-switchable or switchable Transponder. • A corresponding Transponder ID validation code label. This label shall be produced and affixed to the reverse side of the Transponder. The Transponder ID validation code shall be a separate check code, different from the Transponder number that is entered by the customer or the CSR when registering to ensure that the correct Transponder number is entered. IAG Participating Members will provide the logic to be used for creation of the Transponder ID validation code when a contract is awarded. • Mounting accessories (if applicable). • Printed documentation, e.g. terms & conditions. • Instructions for Transponder mounting/installation document. • Instructions for Transponder registration document.

372.	<p>The exterior labeling on the bag shall include:</p> <ul style="list-style-type: none"> • E-ZPass and IAG Participating Member logos. • Other graphics / text as defined by the IAG Participating Member. • The Transponder manufacturing date. • A window positioned so that the Transponder identification is visible <u>or</u> printed Transponder identification. • An approved UPC code.
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3.9.3 Transponder Delivery

373.	Transponders shall comply with any and all current U.S. and international safety standards to permit unrestricted shipment by mail and commercial carriers with appropriate documentation and in the recommended shipping boxes.
374.	<p>Vendor shall ship hard-case Transponders (with or without retail packaging) in boxes with dividers and placeholders.</p> <p>Sticker Transponders in rolls shall be shipped in boxes with suitable packing material. Sticker Transponders in retail packaging shall be shipped in boxes with dividers and placeholders as appropriate.</p>
375.	If mounting components are to be included with the hard-case Transponders, they shall be included in the shipping box with the Transponders.
376.	The shipping boxes shall have RF shielding to prevent reading of the enclosed Transponders.
377.	Each box of Transponders shall contain Transponders with consecutive serial numbers starting at a value determined jointly by the IAG Participating Member and the Vendor.
378.	Each box of Transponders shall have a barcode marked packing slip and exterior identification with the beginning and ending serial numbers for inventory tracking.
379.	Vendor shall provide a spreadsheet of boxes and serial number ranges along with each shipment of Transponders.
380.	Vendor shall coordinate with the IAG Participating Member's designated CSC Contractor to develop the exact content and format of the spreadsheet.
381.	<p>Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days) from order date.</p> <p>Note: This will not apply to delivery of first order for each model of Transponder due to the requirement for Factory Testing (Part 3: Technical Requirements, Section 3.10 Transponder Factory Testing).</p>
382.	<p>If Vendor fails to deliver Transponders in accordance within the time stated above, the Vendor shall pay as liquidated damages one percent (1%) of the retail value of Transponders overdue for each day (Limit 100% of the retail value of Transponders overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>

383.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
384.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if the requested delivery is possible. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

3.10 Transponder Factory Testing

This testing is subsequent and additional to Validation Testing and Battery certification that is required during the Proposal Evaluation period.

The Proposer shall provide details on how the proposed Transponders meet the Requirements of this section.

385.	Vendor shall conduct First Article Factory Testing on Transponders from the production environment prior to delivery of the first order for each model of 6C Transponder proposed. First Article Factory Testing shall demonstrate that production Transponders are physically and operationally consistent with the Transponders submitted for Validation Testing and these Technical Requirements. Vendor shall submit its First Article Factory Testing plan for approval by IAG Participating Members prior to conducting the test. Proposer shall provide a description of its First Article Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.
386.	Proposer shall provide a description of its ongoing Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.
387.	Vendor shall notify IAG Participating Members of any changes to the originally proposed Transponders during the Contract Term. IAG Participating Members may request that the new or revised product undergo Validation Testing and/or First Article Factory Testing.

3.11 Transponder Delivery Testing

The Proposer shall acknowledge this IAG Participating Member initiated activity.

388.	For each Transponder order placed, a sample (either partial or full) of Transponders may be lab tested (at the IAG Participating Members' expense) to ensure that they remain operationally consistent with previously delivered Transponders and to ensure the Transponder programming is correct. Any batches failing testing shall be replaced at Vendor's expense at IAG Participating Member's sole discretion. A batch is considered as failed if there are more than one (1) Transponder error per two hundred (200) tested (0.5%). IAG Participating Members will provide the supporting test documentation.
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3.12 Transponder Disposal

389.	If there are environmental restrictions on disposal of any type of supplied Transponder, Vendor shall document the proper disposal procedures and the reason for the restrictions.
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4 6C Transponder Support Devices and Services

Requirements for Handheld Readers, Transponder Programmers, and Transponder Testers are set out in the next three sections. Proposer may propose a device that combines the functionality of multiple devices.

4.1 Support Devices – Handheld Reader

If the Proposal includes any 6C Transponder, then the Proposal shall include a related Handheld Reader.

The Proposer shall provide an overview of Proposer's Handheld Reader and how it will meet the Requirements of this section. Discuss the Handheld Reader's ability to interface to other systems and any features particularly useful for using the Handheld Reader in mobile HOV enforcement. Include a description of Proposer's approach to upgrades and patches for the Handheld Reader. Provide any cut sheets in Appendix C of the Proposal.

401.	Vendor shall provide a Handheld Reader that will be compatible with the provided Transponders.
402.	The Handheld Reader shall be of ergonomic design and powered by a rechargeable battery.
403.	The Handheld Reader shall be able to be carried, moved and operated by one person.
404.	The Handheld Reader shall be able to read all compatible Transponders.
405.	The Handheld Reader shall be equipped with a display which displays data for each Transponder read, including but not limited to:
	<ul style="list-style-type: none"> • Date & Time of Transponder read;
	<ul style="list-style-type: none"> • Transponder ID;
	<ul style="list-style-type: none"> • Transponder encoded vehicle class;
	<ul style="list-style-type: none"> • Previous Toll Zone and read/write date/time as written to the Transponder; and
	<ul style="list-style-type: none"> • Position of HOV self-declaration switch as written to the Transponder at previous Toll Zone (if applicable).
406.	The Handheld Reader shall support an external interface allowing it to exchange all Transponder data with a desktop or laptop workstation (supplied by others).
407.	The handheld reader shall buffer (store) each Transponder read until uploaded to a computer or manually deleted by the handheld reader user.
408.	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Handheld Reader.
409.	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as they pertain to the Handheld Reader:
	<ul style="list-style-type: none"> • Updates to the Handheld Reader firmware;
	<ul style="list-style-type: none"> • Updates to Software for use on connected workstation;

	<ul style="list-style-type: none"> • Release Notes for firmware and Software; and
	<ul style="list-style-type: none"> • Documentation Updates.
410.	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.
411.	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).
412.	The microwave energy radiated from the Handheld Reader shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.
413.	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).
414.	<p>If Vendor fails to deliver Handheld Readers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Handheld Readers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
415.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
416.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

4.2 Support Devices – Transponder Programmer

If the Proposal includes any 6C Transponder, then the Proposal shall include a related Transponder Programmer.

The Proposer shall provide an overview of the Transponder Programmer and how it will meet the Requirements of this section. Include a description of Proposer's approach to Upgrades and patches for the Transponder Programmer. Provide any cut sheets in Appendix C of the Proposal.

417.	Vendor shall provide a Transponder Programmer that will be compatible with the Transponders.
418.	The Transponder Programmer shall allow programming of all agency read-only data fields in the Transponders.
419.	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Transponder Programmer.
420.	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Programmer:</p> <ul style="list-style-type: none"> • Updates to the Transponder Programmer firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and

	<ul style="list-style-type: none"> Documentation Updates.
421.	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.
422.	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).
423.	The microwave energy radiated from the Transponder Programmer shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.
424.	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).
425.	<p>If Vendor fails to deliver Transponder Programmers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Programmers overdue for each day (Limit 100% of the retail value of Transponder Programmers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
426.	Delivery shall occur at the IAG Participating Member's specified location during business hours.
427.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.

4.3 Support Devices – Transponder Tester

If the Proposal includes a switchable hard-case 6C Transponder and the Vendor's RMA process requires that IAG Participating Members test this Transponder prior to Warranty return, then the Proposal shall include a Transponder Tester.

The Proposer shall provide a description of the Transponder Tester including its operating environment and primary functions, in particular the logic used to determine Transponder pass or fail. Include a description of Proposer's approach to upgrades and patches for the Transponder Tester. Provide any cut sheets in Appendix C of the Proposal.

428.	The Transponder Tester shall be used by personnel in a field environment such as a toll plaza or an office environment such as a customer service center.
429.	The Proposer shall provide the size and weight of the Transponder Tester.
430.	Transponder Tester(s) shall be available for the switchable hard-case 6C Transponder model, if proposed.
431.	<p>The user interface should provide output for measurements as appropriate to the technology being offered, such as:</p> <ul style="list-style-type: none"> The Transponder Tester successfully tested the functionality of all Transponder data fields; The bit error rate;

	<ul style="list-style-type: none"> • The power output of the Transponder; • The sensitivity of the Transponder to the trigger signal; and • Load test the Transponder. <p>The output for the Transponder functionality test may be an audible indication, LED, or any other method to indicate whether the Transponder passed or failed. The output for bit error rate can be a simple LCD display. The output for the power and sensitivity tests should include a display of approximate power output or sensitivity level and a display of the power output and sensitivity in dBm.</p> <p>If Vendor requires that printed documentation accompany Transponder returns (RMA), then Tester shall include printer interface capability.</p>
432.	<p>The Transponder Tester shall consider a Transponder to have failed if any data field returns invalid data. With regard to power output or sensitivity measures, the Transponder Tester shall fail Transponders that would not meet accuracy requirements when properly mounted and presented. The Proposer shall describe the measurement levels that would result in the Transponder failing and the reasons for the selection of those measurement levels.</p> <p>The Proposer shall describe the positioning of the Transponder relative to the Transponder Tester such that the Transponder Tester result is valid.</p>
433.	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Tester:</p> <ul style="list-style-type: none"> • Updates to the Transponder Tester firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates.
434.	<p>Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.</p>
435.	<p>Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).</p>
436.	<p>The microwave energy radiated from the Transponder Tester shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.</p>
437.	<p>Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).</p>
438.	<p>If Vendor fails to deliver Transponder Testers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Testers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>
439.	<p>Delivery shall occur at the IAG Participating Member's specified location during business hours.</p>

440.	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.
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4.4 Support Devices – Warranty & Maintenance

The Proposer shall provide details on how the proposed services meet the Requirements of this section.

441.	The Warranty period for Support Devices shall be three (3) years commencing on the date such Devices were delivered to the IAG Participating Member's designated delivery location.
442.	Vendor shall provide on-call remote and on-site Maintenance Support Services and other technical support for delivered Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period.
443.	Vendor shall repair or replace failed Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period within five (5) Business Days of the Vendor's receipt of Equipment requiring warranty work.
444.	If Vendor fails to repair or replace Support Devices in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of the Support Devices in question for each day that the remedy is not performed to the satisfaction of the IAG Participating Member. (Limit 200% of the retail value of the Support Devices in question). Refer to Part 5: Terms & Conditions, Article 1.4.1, Liquidated Damages.

4.5 Documentation

The Proposer shall provide an overview of how Proposer will meet the Requirements of these sections. Sample Documentation may be provided as Appendix D of the Proposal.

4.5.1 End User Instructions

445.	Vendor shall provide instructions suitable for use by end users which document the means of attachment and mounting devices used by all supplied Transponder models.
446.	Vendor shall provide a list of vehicle features, such as metallic coated windshields or rear-view mirrors with displays that may interfere with Interior Transponders.
447.	Vendor shall provide a list of vehicle makes and models equipped with features which may interfere with Interior Transponders. Where applicable, Vendor shall indicate alternate mounting locations or other special instructions which would prevent the interference in particular vehicle types.
448.	Vendor shall update the lists of vehicle features that may interfere with Interior Transponders, and the vehicle makes and models equipped with such features, on an annual basis.

4.5.2 Equipment Documentation

449.	Vendor shall provide instructions and Documentation regarding the storage, transport, issue, and disposal of all Transponder models as applicable.
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450.	Vendor shall provide Cut Sheets, Operating Instructions, Installation Instructions, and Maintenance Instructions as applicable for the Handheld Reader, Transponder Programmer, and Transponder Tester.
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4.5.3 Regulatory Compliance

451.	Vendor shall provide documentation stating that all provided Equipment and Transponder models are in compliance with appropriate regulations and standards.
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4.6 Contract Management

452.	<p>During the Contract Term, Vendor shall provide the IAG Technology Manager with a monthly status report, broken out by IAG Participating Member, including as a minimum:</p> <ul style="list-style-type: none"> • Orders received; • Deliveries made; • Current backlog; • Schedule for delivery of backlog; and • Returns (RMA).
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5 Validation Testing (All Types and Models of Transponder)

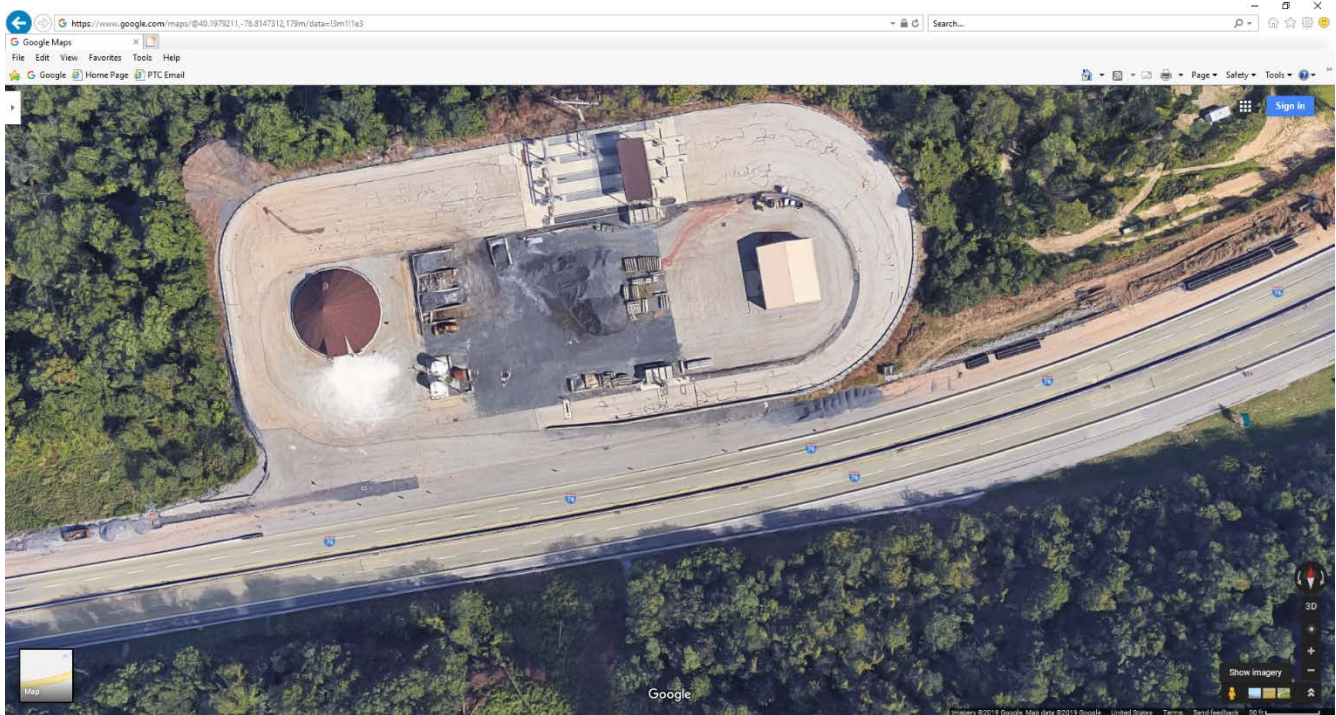
Validation testing is intended to demonstrate the ability of the proposed Transponders to comply with the technical requirements and with the Proposer's performance claims, and to operate without any impact on the performance of the existing E-ZPass installations and customers.

Proposals that pass Initial Evaluation will be subject to Validation Testing. Transponders that have previously been approved by the IAG will not require Validation Testing.

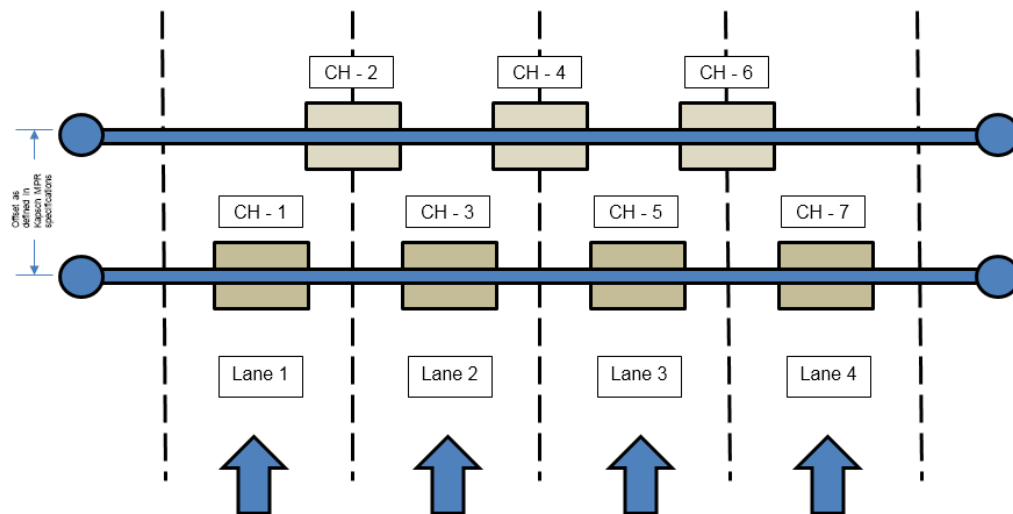
Otherwise, Proposer shall setup and conduct Validation Tests as defined below. All Proposer costs related to Validation Testing (including, but not limited to setup, conducting, reporting, dismantling, and insurance) are the Proposer's responsibility.

5.1 Test Site Requirements

The proposer will be responsible for obtaining access to test sites that meet the requirements listed below at their own cost. There are two types of test sites required to test the proposed devices. One site will be configured to simulate a three-lane toll plaza environment. Pennsylvania Turnpike Commission (PTC) has a test site located in Harrisburg that meets toll plaza requirement. PTC is willing to make arrangement for use of this facility.



The other test site is configured to simulate a four lane Open Road Toll (ORT) environment. The proposer is expected to find a suitable test facility that can be configured in this manner. Below is a diagram showing the ORT configuration.



Open Road Tolling (ORT) Test Gantry
 Configuration Plan View
 Four Travel Lanes, 3 Seam Lanes with 7
 Antennas and One Kapsch MPR 2.3 Reader

The proposer will need to install, configure and tune a Kapsch MPR 2.3 system (for tri-protocol operation) at these sites.

5.2 Performance Test Cases

Plaza Test Cases	Passes	Cum Passes
Test Case 1003 – Gated Three Vehicle	125	125
Test Case 1006 – 5 MPH Three Vehicle	250	375
Test Case 1015 – 30 MPH Three Vehicle	250	625
Test Case 1017 – Gated Three Vehicle Simultaneous – Order A	250	875
Test Case 1018 – Gated Three Vehicle Simultaneous – Order B	125	1000
Test Case 1020 – 5 MPH Three Vehicle Simultaneous	250	1250
Test Case 1026 – 30 MPH Three Vehicle Simultaneous	250	1500
Test Case 1041 – Three Vehicle Low Speed Acceleration	250	1750
Test Case 1044 – Three Vehicle Deceleration	250	2000
Test Case 1045 – Passing	250	2250
Test Case 1046 – Braking/Acceleration	250	2500
Test Case 1047 – Simulated Manual Interaction	250	2750

ORT Test Cases

Test Case 2002 – Stop and Go Four Vehicle	125	2875
Test Case 2007 – 10 MPH Four Vehicle	250	3125
Test Case 2016 – 30 MPH Three Vehicle	250	3375
Test Case 2021 – 60 85 MPH Two Vehicle – Order A	125	3500
Test Case 2022 – 60 85 MPH Two Vehicle – Order B	250	3750
Test Case 2024 – Straddle Lane Three Vehicle Stop and Go	250	4000
Test Case 2025 – Stop and Go Four Vehicle	250	4250
Test Case 2028 – Straddle Lane Four Vehicle 10 MPH	250	4500
Test Case 2036 – Straddle Lane Three Vehicle 60 MPH	250	4750
Test Case 2037 – Stop and Go Lane 3 Only	250	5000
Test Case 2048 – Mixed Lane Stop and Go	125	5125
Test Case 2049 – Mixed Lane 10 MPH	250	5375
Test Case 2051 – Mixed Lane 30 MPH	125	5500
Test Case 2053 – Mixed Lane 60 85 MPH	125	5625
Test Case 2054 – Stop and Go Side-By-Side	250	5875
Test Case 2055 – 10 MPH Side-By-Side	250	6125
Test Case 2057 – 30 MPH Side-By-Side	250	6375
Test Case 2059 – 60 MPH Side-By-Side	250	6625
Test Case 2061 – 10 MPH Four Vehicle Simultaneous	250	6875
Test Case 2065 – 30 MPH Four Vehicle Simultaneous	250	7125
Test Case 2068 – Two Vehicle Low Speed Acceleration	250	7375
Test Case 2069 – Two Vehicle Medium Speed Acceleration	250	7625
Test Case 2070 – Two Vehicle Medium Speed Deceleration	250	7875
Test Case 2071 – Two Vehicle Passing	250	8125

Test Case 2072 – Braking/Acceleration	250	8375
Test Case 2073 – Stopped Vehicle in Lane	250	8625
Test Case 2074 – Changing Lanes Two Vehicles 10 MPH	250	8875
Test Case 2076 – Changing Lanes Two Vehicles 30 MPH	250	9125
Test Case 2078 – Changing Lanes Two Vehicles 60 MPH	250	9375

MTA Test Cases

MTA01 – Reversible Stop N Go	250	9625
MTA02 – Reversible Stop N Go	250	9875
MTA03 – Exclusion Stop and go	250	10125
MTA04 – Exclusion Flowing (30 MPH)	250	10375
MTA05 – Live performance testing (coordinate with MTA)	250	10625

Special Vehicle Plaza Test Cases

Test Case 1003 – Gated Three Vehicle	125	10750
Test Case 1018 – Gated Three Vehicle Simultaneous – Order B	125	10875

Special Vehicle ORT Test Cases


Test Case 2002 – Stop and Go Four Vehicle	125	11000
Test Case 2021 – 60 MPH Two Vehicle – Order A	125	11125
Test Case 2048 – Mixed Lane Stop and Go	125	11250
Test Case 2051 – Mixed Lane 30 MPH	125	11375
Test Case 2053 – Mixed Lane 60 MPH	125	11500

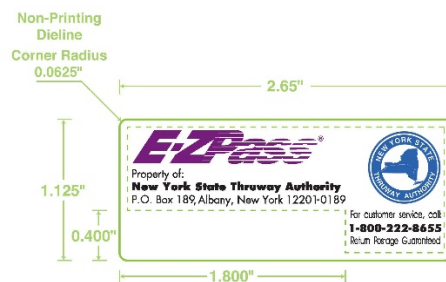
Test Vehicle Requirements

Vehicle Type	Quantity	
Compact car	CC	2
Midsize car	MC	2
Full-size car	FC	2
Small SUV	SS	2
Large SUV	LS	2
Minivan	MV	2
Box Truck	BX	1
Pickup	PU	1
Dump Truck	DU	1
Tractor	TR	1
Bus	BS	1
Motorcycle	MT	1



Appendix A Reference Pictures

Sample Transponder Labeling


	ASL Proof Date: Jan-27-2012 ASL# MAR-120-5073A	Proof Prep: NP Customer Name: Kapsch TrafficCom IVHS Corp. Product: 801610-040
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Black	Dieline	259 C Reflex Blue C





enlarged for proof reading

	ASL Proof Date: Jan-30-2012 ASL# MAR-120-5084A	Proof Prep: NP Customer Name: MARK IV INDUSTRIES LTD Product: P/N 801610-041
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<div></div> <div>ASL Proof Date: Feb-15-2012 ASL# MAR-120-5150 SIZE: 2.65" x 1.125" DIE#TF00004 COPY POSITION:1 2ac x 8ar @ 80T 0.125"sp ac x 0.125"sp ar Corner Radius 0.06"</div>	<div>Proof Prep: LJM Customer Name: KAPSCH TrafficCom VHS Corp. Product: 801610-061</div> <div>Dieline 259 C</div>
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	<p>ASL Proof Date: Aug-23-2011 ASL# MAR-120-5090A</p> <p>Proof Prep: LJM Customer Name: MARK IV INDUSTRIES LTD Product: P/N 801610-141</p> <p>SIZE: 2.65" x 1.125" DIE#TF00004 COPY POSITION:1 2ac x 8ar @ 80T 0.125"sp ac x 0.125"sp ar Corner Radius 0.0625"</p>
	






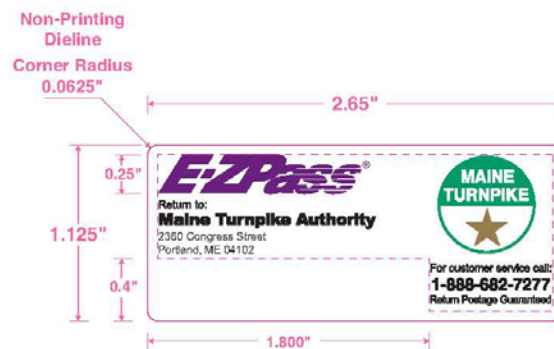
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	ASL Proof Date: Jan-23-2012 ASL# MAR-120-5095A	Proof Prep: CR Customer Name: MARK IV INDUSTRIES LTD Product: P/N 801610-300
Black 	SIZE: 2.65" x 1.125" DIE#TF00004 COPY POSITION:1 2ac x 8ar @ 80T 0.125"sp ac x 0.125"sp ar Corner Radius 0.125"	130 C  259 C  368 C 



 	ASL Proof Date: MAR 20, 2009 ASL# MAR-120-5096A Proof Prepared By: FL/LJM Customer Name: MARK IV INDUSTRIES Product: P/N 801610-330 MAINE TURNPIKE SIZE: 2.65" X 1.125" DIE # TF00004 <small>2 ac X 8 ar @ 80 T 0.125"sp ac X 0.125"sp ar Corner Radius: 0.06"</small>	<div>1</div> <div>COPY READS</div> 
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<div></div> <div>ASL Proof Date: Feb-07-2012 ASL# MAR-120-5159</div>	<div>Proof Prep: NP Customer Name: KAPSCH TRAFFICOM IVHS CORP. Product: 802117-080</div> <div>SIZE: 2.65" X 1.125" DIE#TF00004 COPY POSITION:1 2ac x 8ar @ 80T 0.125"sp ac x 0.125"sp ar Corner Radius 0.06"</div>
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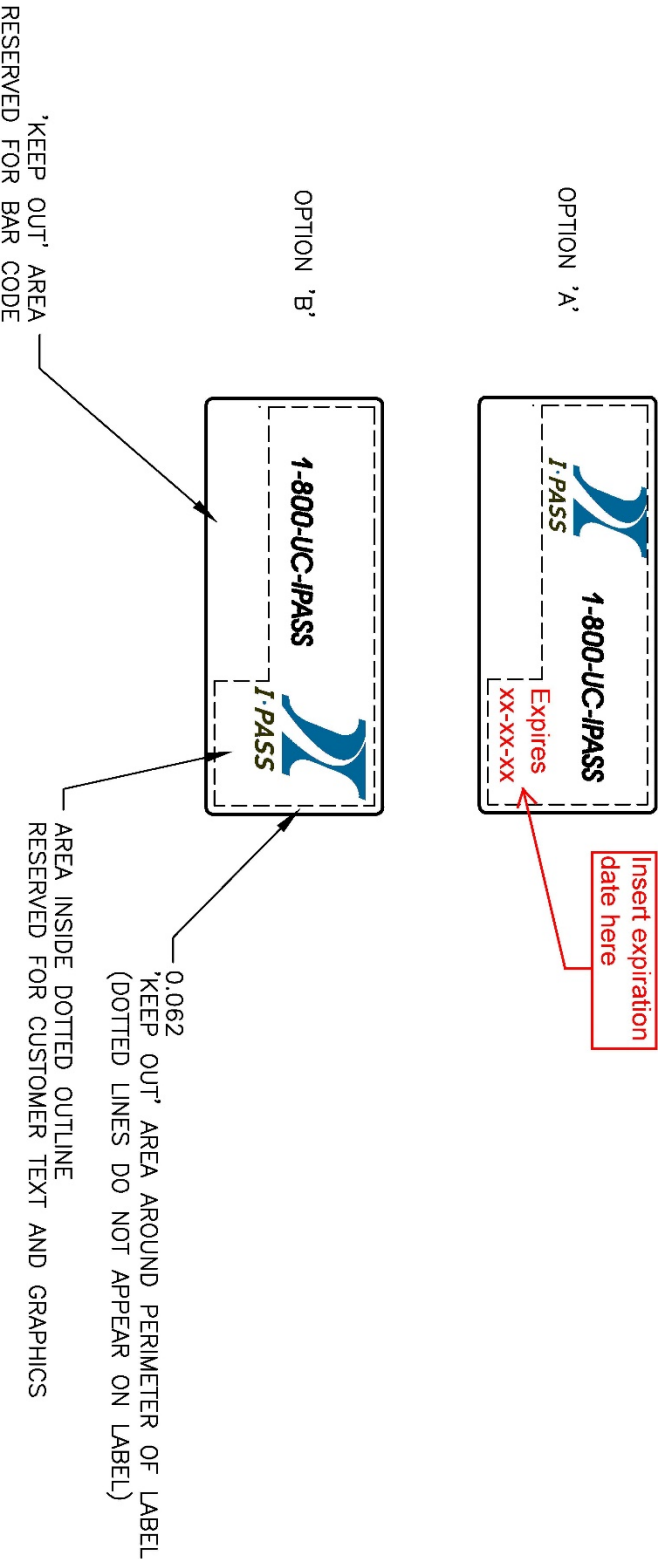




EXPIRY DATE REFLECTS 8.5 YRS
FROM MONTH OF MANUFACTURE

EXP 08/18

MONTH YEAR



Sample Retail Packaging





E-ZPass Transponder (TDM & 6C)
Request for Proposals
Part 4: Proposal Contents and
Submission Format

Solicitation Number 2019-IAGPA-0001

Table of Contents

Part 4: Proposal Contents and Submission Format.....	1
1 General Instructions	1
2 Proposal Format	1
3 Proposal Contents.....	2
3.1 Technical Submission	2
3.1.1 Cover Sheet and RFP Document Acknowledgement.....	2
3.1.2 Cover Letter	2
3.1.3 Table of Contents.....	3
3.1.4 Proposal Summary.....	3
3.1.5 Corporate Experience and Capability	3
3.1.6 Technical Requirements	4
3.1.7 Schedule	4
3.1.8 IAG Participating Member Forms.....	4
3.2 Price Submission	4
3.2.1 Cover Letter	4
3.2.2 Pricing Forms	4
3.2.3 Price Schedule 1: IAG TDM Transponders	5
3.2.4 Price Schedule 2: IAG TDM Transponder Support Devices & Services	8
3.2.5 Price Schedule 3: IAG 6C Transponders.....	9
3.2.6 Price Schedule 4: IAG 6C Transponder Support Devices & Services.....	11

Part 4: Proposal Contents and Submission Format

1 General Instructions

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, artwork, visual aids and other presentation aids beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

The Proposer must address all requirements as stated in Part 3: Technical Requirements for the Transponder Types/Models being proposed. If the Proposer identifies that it is not in conformance with a Technical Requirement, the Proposer must include an explanation in Part 6: Attachments, Section 6 Conformance Matrix (TDM) or Section 7 Conformance Matrix (6C), as appropriate.

2 Proposal Format

The Proposal shall be submitted in a sealed package, which is clearly identified as follows:

Solicitation No. 2019-IGPA-0001

E-ZPass Transponder (TDM & 6C) Procurement

Proposer / Vendor Corporate Name & Address

Proposer / Vendor Contact Person, Phone Number, and Email

The Proposal package shall contain a Technical submission (everything except price) and a Price submission. The Price submission shall be contained within a separate, sealed envelope.

The Proposal Technical submission shall consist of one (1) printed and signed original, and thirty (30) digital copies in PDF format, each on a USB stick or DVD; as well as a physical sample of each Transponder proposed. The Proposal Price submission shall consist of one (1) printed and signed original, and two (2) digital copies in PDF format, each on a USB stick or DVD.

There is no page limit imposed. Please use formatting and organization that facilitates reading, e.g. Arial 11.

The RFP cover page indicates the Proposal delivery address and the Proposal due date / time.

3 Proposal Contents

The Proposal shall include the following components, in this sequence and easily identifiable:

Technical Submission

1. Cover Sheet and RFP Document Acknowledgement
2. Cover Letter
3. Table of Contents
4. Proposal Summary
5. Corporate Experience and Capability
6. Technical Requirements
(with a Physical sample of each Transponder type/model proposed)
7. Schedule
8. IAG Participating Member Forms

Price Submission (in a separate, sealed envelope)

9. Cover Letter
10. Pricing Forms; ~~in a separate, sealed envelope~~

3.1 Technical Submission

3.1.1 Cover Sheet and RFP Document Acknowledgement

Proposer shall include a completed Proposal Cover Sheet form (Part 6: Attachments, Section 2 Proposal Cover Sheet).

Proposer shall include a completed RFP Document Acknowledgement form (Part 6: Attachments, Section 3 RFP Document Acknowledgement).

3.1.2 Cover Letter

The cover letter shall include the following information:

- A description of the Proposer – company name, nature of organization (e.g., corporation, partnership, etc.), location of company headquarters, location of any branch office(s) that will be significantly involved in the proposed work, and a summary of the company's scope of business.
- The person within the organization who will be the primary contact concerning the Proposal – name, position, business address, telephone/fax numbers, and e-mail address.
- The person(s) who will have primary responsibility for delivering the products and services proposed.
- A corporate commitment that the Proposal meets the scope, schedule, and requirements of the RFP.
- A corporate commitment that the Proposer is ready, willing, and able to provide the proposed Transponders and services in a timely manner upon reasonable notice.
- A statement that the Proposal, including pricing, is an irrevocable offer per Part 1: Administrative, Section 2.20 Proposer's Bid.

The cover letter must be signed by an individual or individuals authorized to bind the Proposer contractually. The letter must indicate for each signatory that the signer is so authorized and the title or position the signer holds in the Proposer's organization.

3.1.3 Table of Contents

The Table of Contents shall consist of a listing of all items included in the Proposal.

3.1.4 Proposal Summary

The Proposal Summary shall list the specific Transponder types / models being proposed, highlighting any special features, and provide a synopsis of the Proposer's capabilities and experience relevant to this Proposal.

The Proposal Summary shall not contain any pricing information or discussion.

3.1.5 Corporate Experience and Capability

Provide the following information regarding the Proposer's qualifications, including Subcontractors (in the sequence below). Identify the Transponder type/models that qualifications pertain to.

1. A brief history and description of the Proposer's company, including organization structure, years in business, number of employees, and product lines.
2. Identify any sub-contractors to be used and describe the services they will provide.
3. Annual revenues for the firm and for the subsidiary, division or group responsible for manufacturing and delivery of the proposed Transponders, support devices and services.
4. A copy of the Proposer's audited financial statements for the past two (2) years as Appendix A to the Proposal. 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, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business / organization. IAG Participating Members reserve 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, the Proposer should communicate with the IAG Transponder Procurement Coordinator.
5. A description, including the location, of the primary manufacturing facility for the proposed Transponders. Describe and identify the location of alternate manufacturing facilities in case of problems at the primary site (i.e. describe your disaster recovery plan). State how long each facility has been in operation and how long the proposed Transponders have been manufactured at these sites. State the production capacity of each facility. Provide the ISO certification for each facility
6. A list of clients and contracts for Transponders similar to those requested by this RFP, from 2014 to present. Use the form provided in Part 6: Attachments, Section 4 Proposer's Corporate Experience. Include a description of the size, total dollar value, and specific services provided. Specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such services.
7. A list identifying key personnel in relation to Transponder research and development, as well as manufacturing and delivery of the proposed Transponders. Describe the experience of each key person. Use the form provided in Part 6: Attachments, Section 5 Proposer's Key Personnel and Experience.

3.1.6 Technical Requirements

The Technical Requirements submittal shall include specific responses to each numbered requirement as set out in Part 3: Technical Requirements for the Transponders being proposed. Proposers shall also complete the Technical Requirement Conformance Matrix provided in Part 6: Attachments, Section 6 Conformance Matrix (TDM) and Section 7 Conformance Matrix (6C), as applicable.

Proposers may provide available commercial material (as Proposal Appendix B) for products being proposed, in particular documentation of proven capabilities or performance.

Proposers shall provide a physical sample of each proposed Transponder with their Proposal Technical Submission. Ensure that each Transponder sample is clearly identified to Proposer and type/model.

3.1.7 Schedule

Proposers shall provide a typical schedule for processing the initial order for an individual type / model of Transponder. The schedule shall indicate the relationship and expected duration of the following activities (as a minimum):

- Initial IAG Participating Member contract (assume as day 1);
- Initial IAG Participating Member Support Devices order (assume as calendar day 15);
- Initial IAG Participating Member Transponder order (assume as calendar day 29);
- First Article Factory Acceptance Test Plan – Vendor submittal, IAG Participating Member approval;
- First Article Factory Acceptance Test – conduct, submit results, IAG Participating Member approval;
- Initial IAG Participating Member Support Devices delivery;
- Initial IAG Participating Member Transponder delivery.

Note any differences for each Transponder type and/or model proposed.

3.1.8 IAG Participating Member Forms

Each Proposer shall submit the forms included in Part 6: Attachments, Section 8 IAG Participating Member Forms (that are designated for submission with the Proposal), filled out and executed by the individual or individuals authorized to bind the Proposer contractually. To the extent that such forms include terms that will become a part of a contract resulting from the procurement, such terms shall only become a part of the individual contract executed by the selected Proposer and the particular IAG Participating Member that required such forms, and shall not become a part of any contract which may be executed by the selected Proposer and any other IAG Participating Member. Proposers must not alter or change any forms included in this RFP. Forms are to be completed without cross-referencing to information provided by the Proposer on other forms or in other parts of its Proposal.

Proposers are advised that additional forms required for submission with the Proposal may be found in Part 5: Terms & Conditions, Appendix A IAG Participating Members Terms & Conditions.

3.2 Price Submission (in a separate, sealed envelope)

3.2.1 Cover Letter

The Price Submission Cover Letter shall contain the same information as the Technical Submission Cover Letter.

3.2.2 Pricing Forms

Proposer shall provide pricing applicable to each specific Transponder type / model being proposed and the related Support Devices and Services (refer to the Price Schedule sections below). Proposers who are proposing on TDM

Transponders and the related Support Devices and Services shall complete Part 6: Attachments, Section 9 Proposer's Pricing Submission Forms (TDM). Proposers who are proposing on 6C Transponders and the related Support Devices and Services shall complete Part 6: Attachments, Section 10 Proposer's Pricing Submission Forms (6C).

Proposer may provide an approach to discounting the base unit price. Please provide a clear explanation of how the discount will be determined and applied in the designated column of the applicable Pricing Form.

Considerations regarding price:

- Estimated quantities provided in Part 1: Administrative, Appendix B are for information only. IAG Participating Members do not provide any guarantee of actual purchases.
- IAG Participating Members will work with the Vendor to mitigate large variations in month to month delivery orders.
- Interior hard-case TDM Transponders may be ordered in any of the colors as defined in Part 3: Technical Requirements, Section 1.3.2 Transponder Labeling and Color, Requirement #146. The unit price for any specific Transponder type / model shall not vary due to color (within the color range defined by the Technical Requirement).
- Transponder labeling may be requested as defined in Part 3: Technical Requirements, Section 1.3.2 Transponder Labeling and Color and Section 3.3.2 Transponder Labeling. The unit price for any specific Transponder type / model shall not vary due to labeling (within the labeling range defined by the Technical Requirement).
- Transponders shall be packed for delivery as defined in Part 3: Technical Requirements, Sections 1.9.3 and 3.9.3, Transponder Delivery. The unit price for any specific Transponder type / model shall include costs for packing and shipment to an IAG Participating Member.
- Transponder mounting components to be included in pricing line items are detailed within each section below.
- The unit price for any specific Transponder type / model shall include delivery FOB continental U.S (Part 3: Technical Requirements, Section 1.9 and 3.9). A specific delivery address will be included with each IAG Participating Member order. The unit price for any specific Transponder type / model shall not vary due to delivery address (within the continental U.S.).
- The unit price shall not include any sales and use tax and any other taxes or duties that may be applicable. Refer to Part 5: Terms & Conditions, Article 1.1 Payment Terms and Conditions.
- The unit price for any specific Transponder type / model shall include services related to the purchase, shipping, and return (if appropriate) of Transponders (Part 3: Technical Requirements, Section 1.9 and 3.9). These services shall be provided to IAG Participating Members and/or their designated Customer Service Center (CSC) operations contractor.

3.2.3 Price Schedule 1: IAG TDM Transponders

Refer to forms found in Part 6: Attachments, Section 9 Proposer's Pricing Submission Form (TDM).

3.2.3.1 Interior, windshield-mounted, hard-case TDM Transponders

If included in Proposal, enter the following information on the Pricing form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:

- Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups); including selected case color, labeling, packaging for shipment, and delivery.
- Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups) supplied in retail packaging; including selected case color, labeling, packaging for shipment, and delivery.
- Unit Price for additional Transponder windshield mounting components.
- Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter “Not Proposed” in the Vendor Model column.

3.2.3.2 Interior, windshield-mounted, hard-case feedback TDM Transponders

If included in Proposal, enter the following information on the Pricing form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups); including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups) supplied in retail packaging; including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for additional Transponder windshield mounting components.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter “Not Proposed” in the Vendor Model column.

3.2.3.3 Interior, windshield-mounted, hard-case, switchable TDM Transponders

If included in Proposal, enter the following information on the Pricing form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups); including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups) supplied in retail packaging; including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for additional Transponder windshield mounting components.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.3.4 Exterior, license plate mounted, hard-case TDM Transponders

If included in Proposal, enter the following information on the Pricing form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder; including black case color, labeling, packaging for shipment, and delivery.
 - Unit Price for Transponder license plate mounting components, if applicable.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.3.5 Exterior, roof-mounted, hard-case TDM Transponders

If included in Proposal, enter the following information on the Pricing form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder; including black case color, labeling, packaging for shipment, and delivery.
 - Unit Price for Transponder roof mounting components.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.4 Price Schedule 2: IAG TDM Transponder Support Devices & Services

If a Proposal includes any IAG TDM Transponder, then the Proposal shall include all items in this Section. Proposer may propose a device that combines the functionality of multiple devices as described.

Refer to forms found in Part 6: Attachments, Section 9 Proposer's Pricing Submission Form (TDM).

3.2.4.1 Transponder Programmer supporting the IAG TDM protocol

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - TDM Transponder Programmer Unit Price.

3.2.4.2 Handheld Reader supporting the IAG TDM protocol

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - TDM Handheld Reader Unit Price.

3.2.4.3 Transponder Tester supporting the IAG TDM protocol

- Model number / identifier;

- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - TDM Transponder Tester Unit Price.

3.2.4.4 Documentation for IAG TDM Transponders and support devices

One set of TDM Transponder and support device documentation (one paper copy and one digital PDF copy) shall be provided to each IAG Participating Member ordering TDM Transponders in conjunction with their first order. There is no price applicable to Documentation.

- List individual documents – name, date, version

3.2.4.5 Training in the use and maintenance of the TDM Transponder support devices;

Training shall be provided for an IAG Participating Member if specifically ordered.

- List training topics and suggested duration of training session;
- Unit Price for a training session during initial contract term (at the IAG Member's designated location within its jurisdiction).

3.2.5 Price Schedule 3: IAG 6C Transponders

Refer to forms found in Part 6: Attachments, Section 10 Proposer's Pricing Submission Form (6C).

3.2.5.1 Interior, windshield-mounted, sticker 6C Transponders

If included in Proposal, enter the following information on the form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder; including windshield mounting adhesive back, labeling, packaging for shipment, and delivery.
 - Unit Price for the Transponder supplied in retail packaging; including windshield mounting adhesive back, labeling, packaging for shipment, and delivery.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.5.2 Interior, windshield-mounted, switchable, hard-case 6C Transponders

If included in Proposal, enter the following information on the form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups); including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for the Transponder and its associated windshield mounting components (e.g. Velcro strips, suction cups) supplied in retail packaging; including selected case color, labeling, packaging for shipment, and delivery.
 - Unit Price for additional Transponder windshield mounting components.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.5.3 Exterior motorcycle headlamp sticker 6C Transponders

If included in Proposal, enter the following information on the form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder; including headlamp mounting adhesive back, labeling, packaging for shipment, and delivery.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter "Not Proposed" in the Vendor Model column.

3.2.5.4 External truck headlamp sticker 6C Transponders with associated mounting components

If included in Proposal, enter the following information on the form:

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - Unit Price for the Transponder; including headlamp mounting adhesive back, labeling, packaging for shipment, and delivery.
 - Unit Price for Transponder read prevention bags.
- Discount Pricing (Proposer option - Describe approach, including price reductions, thresholds, triggers, etc.);
- Restrictions on individual orders, e.g. minimum quantity, even multiples;
- Additional details if desired.
- Total cost for estimated annual quantity (as stated on form) during first year of initial contract term (inclusive of the proposed discount plan, if applicable).
- Total cost for estimated annual quantity (as stated on form) during second year of initial contract term (inclusive of the proposed discount plan, if applicable).

If not included in Proposal, enter “Not Proposed” in the Vendor Model column.

3.2.6 Price Schedule 4: IAG 6C Transponder Support Devices & Services

If a vendor proposes any IAG 6C Transponder, then its Proposal shall include all items in this Section.

Refer to forms found in Part 6: Attachment 10 Proposer’s Pricing Submission Form (6C).

3.2.6.1 *Transponder Programmer supporting the IAG 6C protocol;*

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - 6C Transponder Programmer Unit Price.

3.2.6.2 *Handheld Reader supporting the IAG 6C protocol;*

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - 6C Handheld Reader Unit Price.

3.2.6.3 *Transponder Tester supporting the IAG 6C protocol*

- Model number / identifier;
- For the initial contract term and for each of three (3) IAG Participating Member optional extension years:
 - 6C Transponder Tester Unit Price.

3.2.6.4 Documentation for IAG 6C Transponders and support devices

One set of 6C Transponder and support device documentation (one paper copy and one digital PDF copy) shall be provided to each IAG Participating Member ordering 6C Transponders in conjunction with their first order. There is no price applicable to Documentation.

- List individual documents – name, date, version

3.2.6.5 Training in the use and maintenance of the 6C Transponder support devices;

Training shall be provided for an IAG Participating Member if specifically ordered

- List training topics
- Unit Price for one training session during initial contract term (at the IAG Member's designated location within its jurisdiction)



E-ZPass Transponder (TDM & 6C) Request for Proposals Part 5: Terms & Conditions

Solicitation Number 2019-IAGPA-0001

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Table of Contents

Article 1.18	Time Extensions, Schedule Changes and Submittals	12
Article 1.19	Contract Termination.....	13
Article 1.19.1	Termination General Requirements	13
Article 1.19.2	Termination for Cause	13
Article 1.19.3	Termination for Convenience without Cause	15
Article 1.20	End of Contract and Transition	15
Article 1.21	Standards.....	15
Article 1.22	Acceptance Criteria.....	16
Article 1.23	Personnel	16
Article 1.24	Subcontracting	16
Article 1.25	Vendor's Representation	17
Article 1.26	Intellectual Property Provisions.....	17
Article 1.26.1	Intellectual Property Representations.....	17
Article 1.26.2	Licenses.....	21
Article 1.26.3	Scope of License	22
Article 1.26.4	Escrow Agreement	23
Article 1.26.5	Proprietary Rights	24
Article 1.26.6	Toll Data Ownership and Security	26
Article 1.26.7	Federal Intellectual Property Bankruptcy Protection Act.....	26
Article 1.27	Governmental Restrictions.....	26
Article 1.28	Prohibition on Gifts.....	27
Article 1.29	Equal Employment Opportunities for Minorities and Women	27
Article 1.30	Inspection at Vendor's Site	28
Article 1.31	Press Release or Other Public Communication	28
Article 1.32	Confidentiality.....	28
Article 1.33	Late Delivery, Back Order	31
Article 1.34	Insurance Coverage.....	31
Article 1.35	Dispute Resolution	31
Article 1.36	Default.....	32
Article 1.37	Waiver of Default.....	32
Article 1.38	Interface with Non-Vendor Equipment.....	32
Article 1.39	Vendor's Liability and Indemnification.....	33

Table of Contents

Article 1.40	Patent and Copyright Indemnification	34
Article 1.41	Changes.....	35
Article 1.42	Time is of the Essence.....	35
Article 1.43	Date and Time Warranty	35
Article 1.44	Independent Contractor	35
Article 1.45	FOB Terms.....	36
Article 1.46	Packing, Boxing, And Delivery Charges	36
Article 1.47	Acceptance or Rejection of Deliveries	36
Article 1.48	Removal of Rejected Equipment	36
Article 1.49	Notices	36
Article 1.50	Titles and Headings	37
Article 1.51	Amendment.....	37
Article 1.52	Governing Laws, Jurisdiction, and Venue	37
Article 1.53	Non-Assignment.....	37
Article 1.54	No Third Party Beneficiary	38
Article 1.55	Independent Agreements.....	38
Article 1.56	No Arbitration	38
Article 1.57	Antitrust Assignment	38
Article 1.58	Service of Process	38
Article 1.59	Benefit	39
Article 1.60	Force Majeure.....	39
Article 1.61	Compliance with Laws	39
Article 1.62	Severability.....	39
Appendix A	IAG Participating Member Terms & Conditions	40
Appendix B	License Agreement.....	41
Appendix C	Conformed Part 3: Technical Requirements.....	42
Appendix D	Equipment, Components, Services Listing and Pricing Schedule(s)	43
Appendix E	Notice Addresses for Participating Operators.....	44

Part 5: Terms & Conditions

Article 1.1 Payment Terms and Conditions

1. To receive payment, the Vendor must submit a certified, itemized invoice to the IAG Participating Member documenting the Equipment delivered and Services rendered. Such invoice shall be in a form and contain such detail as are acceptable to the IAG Participating Member.
2. The Vendor shall send invoices and associated back-up documentation as indicated in Part 5: Terms & Conditions, Appendix A, or as otherwise indicated in a Notice to the Vendor. Compliance with the IAG Participating Member's invoice and documentation requirements shall be required as a condition for payment by the IAG Participating Member. Invoices shall be submitted no more frequently than monthly for any Equipment and Services provided to the IAG Participating Member in the preceding month, except as otherwise provided in Part 5: Terms & Conditions, Appendix A, or in a Notice to the Vendor.
3. The Vendor shall be responsible for franchise fees and taxes levied against the Vendor. To the extent that the IAG Participating Member is exempt from sales and use taxes on all personal property and services it purchases or uses as may be further provided in Part 5: Terms & Conditions, Appendix A, or in a Notice to the Vendor, the Vendor shall not include any charges representing such taxes on any invoices hereunder.
4. Timeliness of payment and any interest to be paid to the Vendor for late payment shall be governed by the IAG Participating Member-specific prompt payment provisions, if any, included in Part 5: Terms & Conditions, or in a Notice to the Vendor.
5. Unless provided otherwise in Part 5: Terms & Conditions, Appendix A, or in a Notice to the Vendor, payment terms shall be net thirty (30) Days after receipt of a correct invoice. Individual IAG Participating Members are 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, and includes all required supporting information including payment Approvals.

Article 1.2 Monies Withheld

1. The IAG Participating Member may withhold payment hereunder when the IAG Participating Member shall have reasonable grounds for believing that:
 - a. The Vendor will be unable to provide the Equipment or perform the Services fully and satisfactorily within the time fixed for performance;
 - b. A claim exists or may exist against the Vendor or the IAG Participating Member arising out of the negligence of any Vendor Party or the Vendor's breach of any provision of this Agreement; or
 - c. If there is a discrepancy between the Vendor's invoices and the associated documentation, provided that the IAG Participating Member has notified the Vendor of such discrepancy.
2. Any amount so withheld may be retained by the IAG Participating Member for such period as it may deem advisable to protect the IAG Participating Member against any loss and may, after Notice to the Vendor, be applied in satisfaction of any such claim. The IAG Participating Member shall not pay interest on any amounts withheld under this Article.
3. This Article is intended solely for the benefit of the IAG Participating Member and, except as otherwise provided by law, no person shall have any right or claim against the IAG Participating Member by reason of the IAG Participating Member's failure or refusal to withhold monies; the IAG Participating Member's withholding of monies; the IAG Participating Member's application of any withheld monies; or the IAG

Participating Member's failure to apply withheld monies. This Article is not intended to limit or in any way prejudice any other right or remedy of the IAG Participating Member.

Article 1.3 Contract Term

1. This Agreement shall commence on the Contract Date and shall be structured to terminate on November 30, 2021, unless earlier terminated pursuant to Article 1.19, Contract Termination. The term of this Agreement may be extended with an IAG Participating Members' collective option for up to three (3), one (1) year extensions upon Notice to the Vendor not less than ninety (90) Days prior to the original expiration of this Agreement. References herein to "term of this Agreement", "term hereof", "contract term", or "Contract Term" or words to the same effect shall mean such period, including the option period, if such option is exercised by the IAG Participating Member.
2. The IAG Participating Member shall issue a Notice to Proceed at the time the IAG Participating Member desires the Vendor to commence performance under this Agreement, which Notice to Proceed shall identify the IAG Participating Member's initial Project Manager.

Article 1.4 Damages

Article 1.4.1 Liquidated Damages

1. Liquidated damages may be assessed for the Vendor's failure to meet required delivery time as further described in Part 3: Technical Requirements and Part 6: Attachments, Section 6 Conformance Matrix (TDM) and Section 7 Conformance Matrix (6C).
2. The parties agree that actual damages to IAG Participating Members as a result of the Vendor's failure to provide the promised Services would be difficult or impossible to determine with accuracy. The parties agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by IAG Participating Members as a result of the Vendor's failure to provide the promised Services. Accordingly, in the event of such damages, at the written direction of the IAG Participating Member, the Vendor shall pay indicated amounts as liquidated damages, and not as a penalty.
3. Amounts due to IAG Participating Members as liquidated damages, if not paid by the Vendor within fifteen (15) Days of notification of assessment, may be deducted by IAG Participating Members from any money payable to the Vendor pursuant to this Agreement. IAG Participating Members will notify the Vendor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date IAG Participating Members deduct such sums from money payable to the Vendor. No delay by IAG Participating Members in assessing or collecting liquidated damages shall be construed a waiver of such rights.
4. If an IAG Participating Member elects not to impose liquidated damages in a particular instance, said decision shall not be construed as a waiver of the IAG Participating Member's right to pursue future assessments for failure to meet project milestones or Performance Requirements and associated liquidated damages; nor construed to limit any additional remedies available to the IAG Participating Member.
5. Payment adjustments will be assessed not as a penalty, but as liquidated damages for not meeting the Maintenance Requirements set forth in Part 3, Technical Requirements, as applicable. If in the performance of the Services the Vendor does not meet or exceed the Requirements identified therein, IAG Participating Members will reduce the amount they would otherwise pay to the Vendor for such Services subject to the reduction amounts and limits set forth therein.
6. IAG Participating Members may recover any and all liquidated damages by deducting the amount thereof from any monies due or that may become due from the Vendor, notwithstanding any liens, Notices of liens or actions of Subcontractors, and if said monies are insufficient to cover said damages, then the Vendor or the surety shall promptly pay any remaining amounts due on demand.

7. In the event that liquidated damages are disallowed for any reason whatsoever, IAG Participating Members will be entitled its actual damages including any and all consequential or incidental damages.
8. Damages shall accrue up through 45 days past the deliverable date. Nothing herein contained shall be construed as limiting IAG Participating Members' rights to recover from the Vendor any and all other amounts due or that may become due to IAG Participating Members, or any and all costs and expenses sustained by IAG Participating Members for improper performance hereunder, or for breach or breaches in any other respect including, but not limited to, defective workmanship or materials.

Article 1.4.2 Actual Damages

1. The Vendor acknowledges that the Services to be provided pursuant to this Agreement directly involve IAG's revenue and customer service. The Vendor agrees that the actual damages set forth in this Article are fair and reasonable and shall be incurred by the Vendor in the event performance fails to meet the requirements set forth in Part 3: Technical Requirements.
2. The Vendor shall reimburse IAG Participating Members for any revenue which IAG Participating Members identify as having been lost due to the fault of the Vendor and which cannot be recovered. IAG Participating Members may choose, in their sole discretion, to recover such lost revenue from the Vendor by deducting such amounts from payments otherwise due and owing from IAG Participating Members to the Vendor. Lost revenue includes, but is not limited to, such events as lost transactions and lost data that are not able to be collected.
3. The Vendor shall be responsible for any other costs incurred as a result of its improper handling of these Services, including, repair and replacement costs and special mailings to customers to notify them of a mistake in their monthly statements due to AVI transaction gathering and processing failures and inaccuracies directly related to the non-performance of the Transponder.

Article 1.4.3 Risk of Loss

The Vendor assumes the following distinct and several risks, whether they arise from acts or omissions (whether negligent or not) of the Vendor or of any of its Subcontractors and suppliers, excepting those risks which arise from negligent acts or omissions of an IAG Participating Member:

1. The risk of loss or damage to any property of the IAG Participating Members 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 Vendor'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.
2. The risk of loss for all Equipment until delivered by the Vendor. Title and ownership of the Equipment (other than the Software), and the right to possess and use the Software pursuant to the rights and licenses granted to the IAG Participating Members under this Agreement, shall pass to the IAG Participating Members upon delivery, subject, in the case of such title and ownership, to the Equipment conforming to the Requirements set forth in Part 3: Technical Requirements.

Article 1.5 Audits and Financial Reporting

Article 1.5.1 Audit and Examination of Records

1. Definition of Records
 - a. Contract Documents 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 Vendor's performance of the Contract determined necessary or desirable by the IAG Participating Members 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 Vendor in determining a price.
2. The Vendor shall permit authorized representatives of the IAG Participating Members to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other authority of the IAG Participating Members 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 IAG Participating Member's opinion, such requirement is imposed by Federal or State law or regulation.
3. IAG Participating Members reserve and are 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 Documents (as herein defined) or Proposal Records (as herein defined) of the Vendor or any Subcontractor. By submitting a response to the RFP, Vendor or any Subcontractor submits to and agrees to comply with the provisions of this Article.
4. If an IAG Participating Member requests access to or review of any Contract Documents or Proposal Records and Vendor refuses such access or review, Vendor shall be in default under its Contract with the IAG Participating Member, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension, termination or disqualification of Vendor. These provisions shall not be limited in any manner by the existence of any Vendor claims or pending litigation relating to the Contract. Disqualification or suspension of the Vendor for failure to comply with this Article shall also preclude the Vendor from acting in the future as a subcontractor of another contractor doing work for the IAG Participating Member during the period of disqualification or suspension. Disqualification shall mean the Vendor is not eligible for and shall be precluded from doing future work for the IAG Participating Member until reinstated by the IAG Participating Member.
5. Final Audit for Project Closeout: The Vendor shall permit IAG Participating Members, at IAG Participating Members' option, to perform or have performed an audit of the records of the Vendor and any or all Subcontractors to support the compensation paid the Vendor. The audit will be performed as soon as practical after completion and Acceptance of the contracted Services. In the event funds paid to the Vendor under the Contract are subsequently determined to have been inadvertently paid by IAG Participating Members because of accounting errors or charges not in conformity with the Contract, the Vendor agrees that such amounts are due to IAG Participating Members upon demand. Final payment to the Vendor shall be adjusted for audit results.
6. Vendor shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of three (3) years following final payment under or the termination of this Agreement, whichever is later.
7. To the extent permitted by appropriate State law, IAG Participating Members will provide Vendor a minimum of three (3) calendar days' written notice of their intent to exercise its rights under this Article.

Article 1.6 Vendor Cooperation

1. During the course of this Agreement, IAG Participating Members may undertake or award other agreements for additional work, including but not limited to separate agreements with different contractors, including but not limited to civil construction work on the roadways and direct support to roadside equipment integrators, Back Office System and Operations contractors, or AVI Reader contractor and associated work. It is critical that close coordination with interfacing contractors occurs

throughout the term of this Agreement. Vendor shall fully cooperate with IAG Participating Members and the parties to all other contracts and carefully integrate and schedule its own work with said parties.

2. IAG Participating Members will expect all contractors to comply with all technical specifications 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 IAG Participating Members; provided Contract Terms, conditions or obligations shall remain in effect, excepting in instances wherein a Change Order, Extra Work, or other Contract modification is duly executed in writing in accordance with Part 5: Terms and Conditions; however contractors shall engage in all efforts to resolve disputes prior to participation of IAG Participating Members and further, such participation by IAG Participating Members does not imply or represent a IAG Participating Members responsibility for resolution or payment of claims that arise out of a dispute between two contractors.

Article 1.7 Harmony

1. The Vendor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the IAG Participating Member's operations or facilities, or with the operations of the Vendor under this Agreement.
2. The Vendor shall immediately give notice to the IAG Participating Member (to be followed by Notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Vendor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Vendor Parties or against any operations of the Vendor Parties under this Agreement, whether or not caused by the Vendor Parties, and if any of the foregoing, in the opinion of the IAG Participating Member, results or is likely to result in any curtailment or diminution of the Part 3: Technical Requirements to be performed hereunder or to interfere with or affect the operations of the IAG Participating Member, or in the event of any other cessation or stoppage of operations by the Vendor hereunder for any reason whatsoever, the IAG Participating Member shall have the right at any time during the continuance thereof to suspend the operations of the Vendor under this Agreement. During such time of suspension, the Vendor shall not be entitled to any compensation. Notice of suspension shall be given in writing.
3. No exercise by the IAG Participating Member of the rights granted to it in this Article shall be deemed to be a waiver of any rights of termination or revocation contained in this Agreement or a waiver of any rights or remedies which may be available to the IAG Participating Member under this Agreement or otherwise.

Article 1.8 Warranties

Article 1.8.1 Warranty

1. A full warranty shall be provided for all Transponders provided by the Vendor that is concurrent with the Warranty and Transponder Lifetime requirements of Part 3: Technical Requirements. All warranty Work shall also be at Vendor's sole expense. Such Work shall be at no charge to IAG Participating Members and shall include replacement of any unit of Equipment, Hardware or Software, or part or component thereof, which IAG Participating Members deem defective or insufficient, or which IAG Participating Members deem to have failed to comply with Part 3: Technical Requirements. All transportation, labor and fees associated with restocking defective Equipment or Hardware shall also be the responsibility of the Vendor. All defective Equipment replaced by the Vendor will become the property of the Vendor. All defective Equipment replaced by the Vendor will become the property of the Vendor.

2. The provisions of this Article shall survive the expiration, cancellation, or termination of this Agreement. The warranties herein are in lieu of any implied warranties, including fitness for purpose, non-infringement, and merchantability.

Article 1.8.2 Software Warranties

1. The Software needed to operate the Handheld Readers, Transponder Programmers, and Transponder Testers (collectively, the Support Devices) shall be as set forth in Part 3: Technical Requirements. IAG's Acceptance of the Software shall occur in accordance with the provisions of Part 3: Technical Requirements. The Vendor warrants that, upon IAG Participating Members' Acceptance of and for the Contract Term, including any extensions thereof, the Software and each module or component and function thereof shall:
 - a. Be free from defects in materials and workmanship under normal use;
 - b. Remain in good working order, be free from viruses; trap doors; disabling devices; Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type of malicious or damaging code or other technology or means which has the ability to interfere with the use of the readers by IAG Participating Members or its designees, or permit access to IAG Participating Members' computing systems without their knowledge or contrary to their system connectivity policies or procedures;
 - c. Not interfere with toll collection;
 - d. Operate and function fully, properly and in conformity with the warranties in this agreement;
 - e. Meet the requirements set forth in sub-paragraphs 2 through 12 of this Article.
2. The Vendor represents and warrants that upon IAG Participating Members' Acceptance of and for the Contract Term, including any extensions, the Software will:
 - a. Operate fully and correctly in the operating environment identified in Part 3: Technical Requirements, including by means of the full and correct performance of the Software, and all Updates, enhancements, or new releases of the Software, on or in connection with the Equipment, any Updates, enhancements, or new releases to such Equipment, and any other Software used by or in connection with any such Equipment;
 - b. Be fully compatible and interface completely and effectively with the Equipment, including other Software programs provided to IAG Participating Members hereunder, such that the other Software and Equipment combined will perform and continuously attain the standards identified in Part 3: Technical Requirements; and
 - c. Accurately direct the operation of the Support Devices, as required by Part 3: Technical Requirements, and the descriptions, specifications and Documentation set forth therein and herein.
3. During the term of the Contract, including any extensions, the Vendor shall provide Services to Maintain the Software provided hereunder in good working order, keeping it free from defects such that the Support Devices shall perform in accordance with this Agreement, the Technical Requirements, and the warranties set forth herein.
4. The Vendor shall provide technical support and shall remedy any failure, malfunction, defect or non-conformity in Software, in accordance with Part 3: Technical Requirements.
5. The Vendor shall provide IAG Participating Members the most current release of all Software available on the date of delivery to maintain optimum performance pursuant to this Agreement.
6. The Vendor shall promptly provide Notice to IAG Participating Members in writing of any defects or malfunctions in the Software provided hereunder, regardless of the source of information. The Vendor shall promptly correct all defects or malfunctions in the Software or Documentation discovered and shall

promptly provide IAG Participating Members with corrected copies of same, without additional charge. If Software can only be corrected in conjunction with additional or revised Hardware, the Vendor shall provide such Hardware to IAG Participating Members, and the cost of such Hardware will be borne solely by the Vendor.

7. No Updates or enhancements shall adversely affect the performance of the Handheld Readers or Transponder Programmers, in whole or in part, or result in any failure to meet any Requirements of Part 3: Technical Requirements.
8. The Vendor shall obtain Maintenance agreements for any applicable third-party Software in accordance with Part 5: Terms & Conditions, Article 1.8.3 Third-Party Warranties. The Vendor shall secure such Maintenance agreements for the same duration and upon the same terms and conditions as the Maintenance provisions between the Vendor and IAG Participating Members. All third-party contracts and licenses shall be assignable to IAG Participating Members.
9. In the event that the Software does not satisfy the conditions of performance set forth in Part 3: Technical Requirements, the Vendor shall promptly repair or replace such Software at the Vendor's sole cost and expense or, if expressly agreed to in writing by IAG Participating Members, provide different Equipment or Software, and perform Services required to attain the Performance Requirements set forth in Part 3: Technical Requirements.
10. In the event of any defect in the media upon which any tangible portions of the Software are provided, the Vendor shall provide IAG Participating Members with a new copy of the Software.
11. Without releasing the Vendor from its obligations for warranty (during an applicable warranty period), support or Maintenance of the Software, IAG Participating Members will have the right to use and maintain versions of the Software provided by the Vendor which are one or more levels behind the most current version of such Software and to refuse to install any Updates or enhancements if, in IAG Participating Members' discretion, installation of such Updates or enhancements would interfere with its operations. The Vendor shall not, however, be responsible or liable for the effect of any error or defect in the version of the Software then in use by IAG Participating Members that occurs after the Vendor has both (i) offered, by written Notice to IAG Participating Members, a suitable correction (by way of Update, enhancement or otherwise) of such error or defect and (ii) provided IAG Participating Members a reasonable opportunity to implement such existing correction, provided that the Vendor establishes that neither the implementation nor the use of such correction would limit, interfere with, adversely affect, or materially alter the Interoperability, functionality or quality of the Readers.
12. All provisions of this Article referring or relating to obligations to be performed pursuant to an applicable warranty period that extends beyond the term hereof, shall survive the expiration, cancellation, or termination of this Agreement.
13. The warranties herein are in lieu of any implied warranties, including fitness for purpose, non-infringement, and merchantability.

Article 1.8.3 Third-Party Warranties

1. In addition to the foregoing warranties, the Vendor shall assign to IAG Participating Members, and IAG Participating Members will have the benefit of, any and all Subcontractors' and suppliers' warranties and representations with respect to the Handheld Readers and Transponder Programmers and Services provided hereunder. The Vendor'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 IAG Participating Members, (b) agree to the enforcement of such warranties and representations by IAG Participating Members in its own name, and (c) furnish to IAG Participating Members the warranties set forth herein. At IAG Participating Members' request, the Vendor shall provide supporting Documentation, which confirms that these warranties are enforceable in IAG Participating Members' name.

Article 1.8.4 Services Warranties

1. The Vendor warrants that all Services shall be performed in a high-quality, professional manner by qualified and skilled personnel in compliance with IAG Participating Members' Requirements as set forth in Part 3: Technical Requirements. In the event IAG Participating Members determine that any Services do not conform to the foregoing warranty, IAG Participating Members will be entitled to elect one of the following remedies: (i) re- performance of the Services by the Vendor until IAG Participating Members deems them to be in conformity with the warranty in this Article, 1.8.4 Services Warranties, at no charge to IAG Participating Members; (ii) refund from the Vendor for all fees paid in connection with the Services, which IAG Participating Members deems were not as warranted, subject to the provisions of Part 5: Terms and Conditions, Article 1.4.1, Liquidated Damages, such that the Vendor is not required to refund fees for non-provision of Services for which liquidated damages have been assessed, (iii) reimbursement by the Vendor for IAG Participating Members' costs and expenses incurred in having the Services re-performed by IAG Participating Members or someone other than the Vendor. Notwithstanding the foregoing, nothing in this Article, 1.8.4 Services Warranties, shall be construed to limit IAG Participating Members' rights pursuant to Part 5: Terms & Conditions, Article 1.19.2 Termination for Cause.

Article 1.8.5 Warranty of Title

1. The Vendor warrants and represents the IAG Participating Member shall acquire good, clear and exclusive title to all delivered (i) Equipment, (ii) tangible media comprising or containing non-embedded Software, and (iii) documentation relating to any Equipment, all of which shall be free and clear of any liens, claims or encumbrances.

Article 1.8.6 Additional Warranties

The Vendor warrants the following:

1. All guarantees and warranties made herein are fully enforceable by IAG Participating Members acting in their own name.
2. All provided Equipment is new and unused.
3. Warranties provided in this Article are in addition to warranties set forth in the Part 5: Terms & Conditions.

Article 1.8.7 Excessive Failures

1. The Vendor agrees to promptly remedy, at no cost to IAG Participating Member, any defects determined by IAG Participating Member to be Excessive, such that if IAG Participating Member determines that any Equipment, component, or sub-component is experiencing continued or repetitive failure that requires constant replacement or repair, the Vendor agrees that an "Excessive Failure" shall be deemed to be present in such affected types of Equipment. The Vendor shall perform an investigation of the issues and prepare a report that includes a reason for the failure and the Plan for remedy. Such correction shall be in a manner satisfactory to IAG Participating Member and that permanently addresses the problem and corrects the failure so that such failure does not continue to occur. In the event of an Excessive Failure of any of the Transponders, Vendor shall be liable for all costs incurred by IAG Participating Member, including, but not limited to costs to notify the public and end users, labor, and material costs. Further, for purpose of this Contract, "Excessive Failure" is defined as a defect in function, labor or materials that is present in ten percent (10%) or more of any Equipment, Hardware, or any component thereof, during the applicable warranty period. By way of example and not limitation, if ten percent (10%) of the Transponders activated and assigned to IAG Participating Member customer accounts are deemed defective, then Vendor would be responsible for the cost of the Transponder replacement and for IAG Participating Member's costs such as notifying IAG Participating Member's customers; establishing and operating locations where IAG Participating Member customers could swap out their defective Transponders for a working Transponder; and IAG Participating Member administrative costs.

2. The obligations set forth in this Article 1.8, Warranties, shall be in addition to any warranty obligations set forth in this Agreement. The provisions of this Article 1.8, Warranties, shall survive the expiration or earlier termination of this Agreement.

Article 1.8.8 General Guaranty

1. Neither Acceptance of the Transponders, Handheld Readers, Transponder Programmers and Services or payment therefor, nor any provision in this Agreement, nor partial or entire use of the Transponders, Handheld Readers, Transponder Programmers and Services by IAG Participating Member will constitute an Acceptance of Services not performed in accordance with this Agreement or relieve the Vendor of liability for the express warranties herein, or responsibility for faulty materials or workmanship.
2. This includes any Transponders, Accessories, processes, methods, applications, technical data specifications and other Documentation (including those provided by the Vendor, any third-party or currently used by IAG Participating Member) comprised or practiced by the Equipment or that are necessary or useful to operate the Readers.

Article 1.8.9 Survival of Terms

1. In addition to those Articles noted in this Agreement as surviving the termination, cancellation, or expiration of this Agreement, the terms of this Agreement, the Vendor's obligations and the obligations of the IAG Participating Member under this Agreement, which by their nature would reasonably be understood to continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation, or expiration hereof.

Article 1.9 Authority of the Project Manager

1. The Vendor hereby authorizes the IAG Participating Member's 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 fitness of the Equipment and 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 the Part 3: Technical Requirements, and claims for damages, compensation and losses.
2. The Project Manager may give orders to the Vendor to do work which he/she determines to be necessary for the Vendor to fulfill the Vendor's obligations under this Agreement. Such 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.
3. If requested by the Vendor, the Project Manager will promptly provide explanations and reasons for his/her determinations and orders hereunder, as deemed appropriate by the Project Manager.
4. The Vendor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Vendor agrees with the Project Manager's determination or order.
5. The Vendor agrees that in the event of dispute as to cooperation with other contractors of the IAG Participating Member, the IAG Participating Member's Project Manager shall decide all matters in the event of such a dispute and decisions made by the Project Manager shall be binding. The Vendor agrees to make no claims against the IAG Participating Member for any inconvenience, delay or loss experienced because of the presence and operations of other contractors, subject to the provisions of Article 1.7 Harmony.
6. In the event the Vendor wishes to dispute the order or determination of the Project Manager, the Vendor shall appeal to the IAG Participating Member's Authorized Officer or as otherwise specifically provided in this Agreement, or Part 5: Terms & Conditions, Appendix A, or in Notice to the Vendor. The Vendor

shall be required to continue to comply with the order or determination of the Project Manager notwithstanding any appeal until such time as the Project Manager has withdrawn such order or it is overturned pursuant to the appeal process.

Article 1.10 Coordination with IAG Participating Members

1. Recognizing the paramount importance of interoperability among Participating IAG Members, the Vendor shall obtain IAG Participating Member Approval for certain submissions or changes as further set forth in this Agreement. Reference herein to submissions to the IAG shall mean Notice to each of the IAG Participating Members. Reference herein to requests or notifications by the IAG Participating Members shall mean written Notice to the Vendor authorized in the same manner as Approval.
2. The Vendor acknowledges that the IAG is not an entity, partnership, or joint venture. The Vendor acknowledges that the Agreements may be amended without notice to or consent of the Vendor. No change in the Agreements shall affect the obligations of the Vendor under this Agreement. Without limiting anything in Article 1.55, Independent Agreements, the IAG Participating Member shall have no responsibility for any consent or approval required by the IAG or any other Participating IAG Participating Member, nor for any action or inaction of the IAG or any other Participating IAG Member.
3. The Vendor shall obtain IAG Approval before making any Model changes to any Equipment covered under this Agreement, including future products offered as compatible with the previously installed Equipment and Services. The Vendor shall seek Approval well in advance of any anticipated deployment by any Participating IAG Member.
 - a. During the term of this Agreement, the Vendor shall perform New Product Testing in, for design changes and redesigns, such as redesign due to component end-of-life, regardless of whether or not the same are requested by the IAG Participating Member or any other Participating IAG Member. New Product Testing shall be conducted as follows: For any release of new Equipment over the term of this Agreement, the Vendor is obligated to conduct performance testing to verify that the new product(s) meets the minimum technical requirements of Part 3: Technical Requirements and representations made by the Vendor in the Part 3: Technical Requirements. This obligation applies whether the release of new Equipment is offered by the Vendor or is developed in response to requests by the Participating IAG Member. The Vendor shall comply with Part 3: Technical Requirements, Section 1.10 Transponder Factory Testing, Requirement number 196, in providing advance Notice of proposed changes in products. Performance testing of new products shall meet all criteria identified for Validation Testing in Part 3: Technical Requirements.
 - b. The Vendor shall not establish or change prices to the IAG Participating Member for any new Model without advance approval by the IAG Participating Member, except as explicitly provided in the Pricing Forms.
4. The Vendor shall not discontinue production of products required to be provided to the IAG Participating Member pursuant to this Agreement without prior Approval. If the Vendor receives Approval to discontinue production of any Models, the Vendor must obtain advance Approval for any price increase for the new/replacement Models above the prices applicable to the Models discontinued.

Article 1.11 Compliance with IAG Participating Member-Specific Terms and Conditions

1. The Vendor agrees that all Vendor Parties shall comply with all IAG Participating Member-specific Terms and Conditions and policies as included in Part 5: Terms & Conditions, Appendix A.

Article 1.12 Emergency Rights of IAG Participating Member

1. In the event of an emergency which, if not corrected, could endanger life, limb, property, public health or safety, or essential services at the Site(s), the IAG Participating Member may do anything necessary or advisable to alleviate such an emergency situation, including performing work at the site(s), or directing another contractor to perform work at the site(s), as determined by the IAG Participating Member in its sole judgment. For purposes of this Article, an emergency also includes emergencies as determined by the Federal Emergency Management Agency or the U.S. Department of Homeland Security or any other federal, state, provincial or local agency having the authority to declare emergencies.

Article 1.13 Key Team Personnel

1. The Vendor's President and the Chief Financial Officer are officers authorized to sign the Agreement and any Amendments to the Agreement, and they have appointed and authorized a Project Principal, identified in the Proposal, to speak for and make commitments on behalf of the Vendor. The Vendor shall also designate a project manager ("Vendor Project Manager"), identified in the Proposal, who shall act as the primary point of contact in all matters on behalf of Vendor. The Project Principal, Vendor Project Manager, and Technical Advisor shall be designated as Key Team Personnel.
2. The Vendor Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Work, subject to the Approval of IAG Participating Members. IAG Participating Members will have input into determining who will be assigned as Vendor Project Manager for the Vendor and the Vendor may not change the Vendor Project Manager without consulting with IAG Participating Members and obtaining Approval from IAG Participating Members.
3. If IAG Participating Members becomes dissatisfied with the performance of any person designated as Key Team Personnel performing under this Agreement, IAG Participating Members will notify Vendor in writing. Within ten (10) Business Days of receipt of such Notice, the Vendor shall either propose a replacement person for evaluation and Approval by IAG Participating Members or present to IAG Participating Members a Plan for correcting the incumbent's performance deficiencies within a period of twenty (20) Business Days thereafter. If either IAG Participating Members rejects the Plan presented by Vendor or the incumbent's performance deficiencies are not corrected to IAG Participating Members' satisfaction within the twenty (20) Business Day plan period Approved by IAG Participating Members, then the Vendor shall, within ten (10) Business Days after rejection of the Plan or expiration of the twenty (20) Business Day plan period, propose to IAG Participating Members a replacement person for evaluation and Approval by IAG Participating Members.

Article 1.14 Contract Documents and Order of Precedence

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

- a. Part 5: Terms & Conditions, Appendix A - IAG Participating Member Terms & Conditions
- b. This Agreement other than a), c), and d)
- c. The Technical Requirements and Addenda as set forth in RFP Part 3: Technical Requirements
- d. Vendor's Price Proposal
- e. Vendor's Technical Proposal, including Exhibits and Appendices other than Price Proposal

Article 1.15 Contract Changes and Termination

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

1. Change Orders – The IAG Participating Members anticipate using Change Orders to address variances in the original quantities indicated on an equipment order.
2. Extra Work Orders –The IAG Participating Members anticipates issuing Extra Work Orders to address variances in the specifications or Part 3: Technical Requirements for which there is no appropriate pay item or category. Extra Work Orders will be issued within the sole discretion of the IAG Participating Members, and such additional Work may be subject to a new competitive procurement as deemed to be in the best interest of the IAG Participating Members.
3. Task Orders – The IAG anticipates issuing Task Orders for Work required to enhance Software, Upgrade Equipment, enhance or otherwise improve Maintenance Services for needed activities in accordance with labor rates proposed and set forth in the Price Proposal.
4. Time Extensions – The IAG Participating Members anticipates issuing Time Extensions, as necessary, to modify delivery dates for reasons out of the control of the Vendor. Unless otherwise agreed to by the IAG Participating Members in writing, the Vendor's payment schedule and Price Proposal shall apply to all of the above Contract changes.
5. 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 Vendor is required to submit to the IAG Participating Members detailed cost breakdowns, including information on labor and materials costs, overhead and other indirect costs.

Article 1.16 Change Orders

1. A Change Order will be a change in Order quantities. In this case, the Vendor shall provide a detailed response to the Change order, and await Approval and Notice to Proceed from IAG Participating Members before incurring any expenses for which the Vendor expects reimbursement.

Article 1.17 Extra Work Orders

An Extra Work Order will ONLY be a change in the Technical Requirements requiring different functionality, Hardware or Software or a Contract term than that covered by the existing Contract or a change to a Contract Term and condition with an impact. Some examples include:

1. Addition of a new Protocol; and
2. Changes to insurance or legal requirements.

Article 1.18 Time Extensions, Schedule Changes and Submittals

1. Vendor's Submittal requirements and Submittal schedule shall be as set out in Vendor's Approved Project Management Plan, as required in Part 3: Technical Requirements. The baseline schedule Approved after Notice to Proceed shall establish accepted dates by which Vendor shall submit required permits, documents, and applications, including all necessary documents in support thereof. IAG Participating Members' written Approval will be required for these Submittals. IAG Participating Members will approve or reject such Submittals, providing an explanation of any reasons for rejection in a form agreed to in the Project Management Plan. In any instance where IAG Participating Members do not provide Approval, rejection or written notification of an extended review period by the due date specified in the Approved Baseline Schedule, the Vendor shall notify IAG Participating Members in writing that the IAG Participating Members response is due. IAG Participating Members' 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 IAG Participating Members'

obligation to promptly review Submittals. IAG Participating Members reserves the right to reject Submittals that are not complete or correct and to extend the review period accordingly.

2. Vendor shall not be held responsible for delays in schedule due to delays in Approvals and permits completely beyond the control of the Vendor. Notwithstanding the foregoing, Vendor shall make every effort to work around and mitigate the impact of delay.

Article 1.19 Contract Termination

Article 1.19.1 Termination General Requirements

1. The Contract issued for AVI Transponders will terminate at the end of the Contract Term(s) set forth in Part 5: Terms & Conditions, Article 1.3 Contract Term, inclusive of any Maintenance and or extension periods as noted therein.
2. The IAG Participating Members may terminate the Contract, in whole or in part, for default subject to the default provisions set forth in this Article.
3. Any required Notices of termination made under this Contract shall be transmitted in accordance with Article 1.49 Notices. The period of Notice for termination shall begin on the day the return receipt is signed and dated or upon personal delivery to the Vendor's contract administrator.
4. The parties may mutually terminate this Contract by written agreement at any time.
5. IAG Participating Members may terminate this Contract, in whole or in part for convenience, pursuant to the Part 5: Terms & Conditions, Article 1.19.3 Termination for Convenience without Cause.
6. IAG Participating Members will notify the Vendor at least ninety (90) Days prior to the termination of the Contract in the absence of cause. This notification will require the Vendor to initiate actions in to support a transition to IAG Participating Members or another third party. These actions shall include but are not limited to:
 - a. Acknowledgement of receipt of end of Contract notification, and
 - b. Act in accordance with Part 5: Terms & Conditions, Article 1.20 End of Contract and Transition.

Article 1.19.2 Termination for Cause

1. In the event any Equipment, Hardware, Software, or Services furnished by the Vendor during performance of any Contract Term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written Notice thereof to Vendor, the IAG Participating Members may cancel and procure the Work or Services from other sources; holding Vendor liable for any excess costs occasioned thereby. The rights and remedies of IAG Participating Members provided in Part 5: Terms & Conditions, Article 1.19 Contract Termination, shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. The Vendor shall not be relieved of liability to IAG Participating Members for damages sustained by IAG Participating Members arising from Vendor's breach of this Contract; and the IAG Participating Members 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 Vendor shall be cause for termination.
2. Cause shall mean a material breach of this Agreement by the Vendor. 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 Contactor has not acquired the necessary Certifications or Approvals as set forth in Part 3: Technical Requirements;
 - b. The Vendor materially inhibited IAG Participating Members' collection of toll revenue;

- c. The Vendor has not submitted acceptable Deliverables to IAG Participating Members on a timely basis;
- d. The Software/Equipment proves incapable of meeting the functional and/or Performance Requirements set forth in Part 3: Technical Requirements;
- e. The Vendor 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 Vendor failed to make prompt payment to Subcontractors or suppliers for materials or labor;
- g. The Vendor 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 Vendor's property or affairs have been put in the hands of a receiver;
- h. Any case, proceeding or other action against the Vendor 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 un-dismissed, un-discharged or un-bonded for a period of thirty (30) Calendar Days;
- i. The Vendor fails to maintain insurance policies and coverages or fails to provide proof of insurance or copies of insurance policies as required by this Agreement;
- j. Any warranty, representation, certification, financial statement or other information made or furnished to induce IAG Participating Members 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 Vendor, or by any person who guarantees or who is liable for any obligation of the Vendor under this Agreement, shall prove to have been false or misleading in any material respect when made;
- k. Any intentional violation by the Vendor of State or Federal ethics provisions, or applicable laws, rules or regulations;
- l. The Vendor has failed to obtain the Approval of IAG Participating Members where required by this Agreement;
- m. The Vendor has failed in the representation of any warranties stated herein;
- n. The Vendor makes a statement to any representative of IAG Participating Members indicating that the Vendor cannot or will not perform any one or more of its obligations under this Agreement;
- o. The Vendor fails to remedy Excessive Failures;
- p. Any act or omission of the Vendor or any other occurrence which makes it improbable at the time that the Vendor will be able to perform any one or more of its obligations under this Agreement;
- q. Any suspension of or failure to proceed with any part of the Services by the Vendor which makes it improbable that the Vendor will be able to perform any one or more of its obligations under this Agreement;
- r. A pattern of repeated failures to meet the Performance Requirements as defined in Part 3: Technical Requirements;
- s. The suspension or revocation of any license, permit, or registration necessary for the performance of the Vendor's obligations under this Agreement; or

- t. The default in the performance or observance of any of the Vendor's other obligations under this Agreement and the continuance thereof for a period of thirty (30) Calendar Days after Notice given to the Vendor by IAG Participating Members.
3. Cure/Warning Period. Prior to terminating the Contract for cause, the IAG Participating Members will issue a Notice of cure/warning to the Vendor thirty (30) Days prior to the termination date. The Notice will be transmitted in accordance with Article 1.49 Notices, 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 Vendor contract administrator. The Notice will specify the corrective actions/work required to be taken by the Vendor to come into compliance with the terms and conditions of the Contract. If the corrective actions/work is performed within the cure/warning period, in a manner acceptable to the IAG Participating Members, the Contract will remain in effect in accordance with the terms and conditions thereof.
4. Termination without Notice of Cure/Warning. If the IAG Participating Members has issued two Notices of cure/warning to the Vendor, upon the issuance of the third or subsequent Notice the IAG Participating Members reserves the right to terminate the Contract without further Notice. The failure of the IAG Participating Members to exercise this right on any occasion will not be deemed a waiver of any future right.

Article 1.19.3 Termination for Convenience without Cause

1. The IAG Participating Members may terminate the Contract without cause, in whole or in part by giving ninety (90) Days prior Notice in writing to the Vendor. The Vendor 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 IAG Participating Members, the IAG Participating Members will pay for all Work performed and products delivered in conformance with the Contract up to the date of termination.

Article 1.20 End of Contract and Transition

1. If this Agreement is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Vendor shall cooperate with IAG Participating Members and must provide, all reasonable transition assistance requested by the IAG Participating Members, 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 IAG Participating Members or its designees. Such End of Contract Transition will be deemed by the parties to be governed by the Terms and Conditions of this Agreement, (notwithstanding this expiration or cancellation) except for those Agreement terms or conditions that do not reasonably apply to such transition assistance. Costs for such End of Contract Transition are included in the current Contract and the Vendor shall perform such Work without additional compensation.

Article 1.21 Standards

1. Any Deliverables shall meet all applicable State and Federal requirements, such as State or Federal Regulations. IAG Participating Member. The Vendor 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:
 - a. Site Preparation: The Vendor shall provide IAG Participating Members complete site requirement specifications for the Support Devices (i.e. Handheld Reader, Transponder Programmer, Transponder Tester).

- b. 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 IAG Participating Members, Vendor shall supply proof of compliance with the specifications within ten (10) Calendar Days. Vendor 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 IAG Participating Members; and any such alternates or substitutes shall be accompanied by Vendor's Certification and evidence satisfactory to IAG Participating Members 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 IAG Participating Members.

Article 1.22 Acceptance Criteria

1. IAG Participating Members will have the obligation to notify Vendor, 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 that are not acceptable. The Notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by IAG Participating Members will 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, IAG Participating Members 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 Vendor fails to promptly cure or correct the defect or replace or re-perform the Deliverables, IAG Participating Members reserves the right to cancel the Contract, contract with a different contractor, and to invoice the original Vendor for any differential in price over the original Contract price.

Article 1.23 Personnel

1. Vendor shall not substitute Key Personnel assigned to this Contract without prior written Approval by IAG Participating Members. Any desired substitution shall be noticed to IAG Participating Members, accompanied by the names and references of Vendor's recommended substitute personnel. IAG Participating Members will approve or disapprove the requested substitution in a timely manner. IAG Participating Members may, in its sole discretion, terminate the services of any person providing Services under this Contract. Upon such termination, IAG Participating Members may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

Article 1.24 Subcontracting

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

Article 1.25 Vendor's Representation

1. Vendor 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. Vendor agrees that it will not enter into any agreement with a third-party that might abridge any rights of IAG Participating Members under this Contract. Vendor will serve as the prime Vendor under this Contract. Should IAG Participating Members approve any Subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the Subcontractor(s). Names of any third-party contractors or subcontractors of Vendor may appear for purposes of convenience in Contract Documents; and shall not limit Vendor's obligations hereunder. Third-party subcontractors, if approved, may serve as Subcontractors to Vendor. Vendor 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. Vendor 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. Vendor 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 or other Deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor'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.
4. Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor 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.

Article 1.26 Intellectual Property Provisions

Article 1.26.1 Intellectual Property Representations

The Vendor hereby represents warrants and covenants that:

1. Other than with respect to the IAG Participating Members Materials and IAG Participating Members Owned Inventions (all right, title and interest in which shall vest in IAG Participating Members), and subject to IAG Participating Members' rights and licenses pursuant to Article 1.26.5 Proprietary Rights, Article 1.26.2 Licenses, and Article 1.26.3 Scope of License, the Vendor is and will be the sole owner of, or otherwise control, all intellectual property rights in and to the Equipment, and all inventions, technologies, works and other proprietary subject matter employed in providing Services, pursuant to this Agreement, including all patent, copyright, trade secret and other intellectual property rights with respect to, without limitation, all Software, other Equipment, related documentation, analyses, firmware, tools, articles, appliances, structures, materials, devices, applications, methods, ways, processes, systems and the like comprised thereby.
2. Except for the sale or public disclosure or distribution of the Equipment which has been sold, disclosed or distributed prior to the date of this Agreement, no elements of the Equipment provided, or of any inventions, technologies, works or other proprietary subject matter employed to provide the Services, pursuant to this Agreement have been or will be disclosed, distributed or published under circumstances that would cause a loss of any intellectual property rights therein.
3. The Vendor has and will have the full and sufficient right, power and authority:

- a. to assign and grant all rights and licenses (including all rights to authorize the grant of permissions and authorizations under such licenses) herein assigned or granted by the Vendor to the IAG Participating Members in respect of the Equipment, including all Equipment necessary to operate the Equipment and any associated systems, processes, methods, applications, technical data, specifications and other documentation employed in connection with such operations, and all inventions, technologies, works and other proprietary subject matter employed to provide Services pursuant to this Agreement, including any of the foregoing that existed prior to the date of this Agreement; and
 - b. to provide to the IAG Participating Members all Equipment and associated systems, processes, methods, applications, technical data, specifications and other documentation needed to operate the Equipment in accordance with the Part 3: Technical Requirements and warranties set forth in this Agreement, and any other materials provided by or on behalf of the Vendor hereunder, each of which is and shall be free and clear of all encumbrances, mortgages, deeds of trust, pledges, security interests, options, rights of first refusal, licenses, sublicenses, agreements, grants, assignments, transfers, set overs, conveyances, leases, adverse rights, title, interests or claims, imperfections or defects in title, liens, assessments, restrictive covenants, encroachments, burdens or charges, or any liability, debt, duty or obligation, or any third party rights, claims or interests of any kind.
4. None of the Vendor Parties has received any communication respecting any claim, investigation, suit, action or proceeding pending or threatened against any of it, or any of its affiliates, customers, licensees, contractors, subcontractors or suppliers, which (i) involves any allegation of infringement, misappropriation, dilution, unauthorized use or violation by any of them of any patent, copyright, trade secret or other intellectual property right in relation to the Equipment, in whole or in part, any Equipment used to operate the Equipment, or any associated systems or components of the Vendor, or the use of any of the foregoing, or (ii) challenges the ownership, use, protectability, registrability, validity or enforceability of any patent, copyright, trade secret or other intellectual property right of the Vendor or any of its affiliates, contractors, subcontractors or suppliers in relation to any Equipment used to operate the Equipment, or any associated systems or components of the Vendor. The Vendor further represents that there is no such claim, investigation, suit, action or proceeding pending, threatened or asserted, and that there is no valid basis for any such claim, investigation, suit, action or proceeding.
5. The IAG Participating Members shall quietly and peacefully possess and enjoy the use of the Equipment in accordance with the provisions of this Agreement. In furtherance and not limitation of the foregoing, no possession of, or exercise of any other rights or licenses with respect to, any Equipment or other materials provided hereunder will be adversely affected, interrupted or otherwise disturbed by any of the Vendor Parties, or any person or entity asserting a claim under or through any of the Vendor Parties.
6. No exercise, in accordance with the Terms and Conditions of this Agreement, of any of the rights or licenses hereunder with respect to the Equipment or other subject matter provided pursuant hereto will constitute or result in any infringement, misappropriation, dilution, unauthorized use or violation of any intellectual property or proprietary rights of any person or entity.
7. No claims have been made against any third party by, under or through any of the Vendor Parties, alleging the infringement, misappropriation, dilution, unauthorized use, or violation of any intellectual property rights in respect of the Equipment, or any associated systems or components of the Vendor, in whole or in part; to the knowledge of the Vendor, no third party is infringing, misappropriating, diluting, misusing, or violating any of such intellectual property rights.
8. All Software provided by or on behalf of the Vendor shall at all times be:
 - a. written in a compiled higher-level language that is commercially available and for which software tools are available;

- b. capable of being copied, modified, maintained and repaired by the Vendor Parties, and by the IAG Participating Members or any person or entity providing services to or on behalf of the IAG Participating Member to the extent permitted by this Agreement; and
 - c. free of any instructions, devices, codes, methods or techniques:
 - 1) that are designed to or can threaten, infect, erase, assault, vandalize, defraud, disrupt, damage, disable, alter, inhibit or shut down the Equipment, or any Software, other Equipment, system, operating environment, or other component, aspect or feature of the Equipment (including any other software, equipment, data or libraries), or otherwise prevent the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member from utilizing the same, in whole or in part, or cause the same to be inoperable or incapable of processing accurately, in accordance with the Part 3: Technical Requirements and warranties set forth in this Agreement, (hereinafter "Virus");
 - 2) that are designed or intended to prevent or limit use by the IAG Participating Member, or any person or entity providing services to or on behalf of the IAG Participating Member, of the Equipment or any Software, other system, operating environment, or other component, aspect or feature of the Equipment (including any other software, equipment, data or libraries), or to cause the same to cease functioning, (hereinafter "Disabling Device"); or
 - 3) that are designed or intended to allow access to any of the computing systems of the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member without their knowledge, or contrary to their system connectivity policies or procedures or any other documents describing any of their system security policies and procedures that are included in Part 5: Terms & Conditions, Appendix A or otherwise may be provided to any of the Vendor Parties (hereinafter, "Trap Doors").
9. The Vendor shall at all times maintain the following elements of system security:
- a. All connectivity by the Vendor Parties to the computing systems or networks of the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member, and all attempts at establishing such connectivity, shall only occur through the security gateways and firewalls of the IAG Participating Member or such person or entity, and shall be in compliance with all system security policies and procedures that are included in Part 5: Terms & Conditions, Appendix A or otherwise may be provided to any of the Vendor Parties;
 - b. The Vendor Parties shall not access and shall not permit unauthorized persons to access, the computing systems or networks of the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member without their express prior written authorization, and any such actual or attempted access shall be in compliance with the terms and conditions of such authorization;
 - c. The Vendor Parties shall use the latest available, most comprehensive Virus detection or scanning program as mutually agreed by the Vendor and the IAG Participating Member prior to any attempt to access any of the computing systems or networks of the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member and, upon detecting a Virus, shall immediately cease all attempts to access such systems or networks and shall not resume such attempts until such Virus has been eliminated;
 - d. The Vendor shall notify the IAG Participating Member immediately (to be followed by Notice) if the Vendor suspects, reasonably believes, or becomes aware of the existence of, any Virus,

- Disabling Device or Trap Door in the Equipment, any Software, or any component, aspect or feature of any of the foregoing;
- e. The Vendor shall also notify the IAG Participating Member promptly (to be followed by Notice) if it identifies any elements of the Equipment or any Software that would make the Equipment or any Software, or any component, aspect or feature of any of the foregoing, susceptible to known Viruses or to Viruses the Vendor Parties become aware of, and
 - f. The Vendor shall appoint one suitably-qualified Vendor employee to respond to the IAG Participating Member's inquiries regarding computer security.
10. All documents and materials comprising or containing information relating to any of the Equipment or any components, aspect or feature thereof or of the Equipment provided hereunder shall in all cases: (i) fully describe in all material respects the Equipment, including all Equipment; (ii) be fully applicable to the operation and use of the Software with the other Equipment; and (iii) identify and reflect any particular features of the Equipment that may affect the normal use or operation of the Equipment. The parties expressly understand and agree that nothing in this Article, 3.6 Intellectual Property Representations, is intended or shall be construed to void, limit, qualify or otherwise derogate from any of Vendor's other representations, warranties or other obligations hereunder.
11. Except as expressly set forth in Part 3: Technical Requirements, none of the Software includes or will include any open source, shareware, freeware code or other freely available software. None of such Software or files listed in the Vendor's Appendix C Part 3: Technical Requirements, as open source, shareware, freeware code or other freely available software has been or will be modified by or on behalf of the Vendor or its Subcontractors or Suppliers, or incorporated in whole or in part into the code of any of the Software. To the extent that any of such Software or files listed in Part 3: Technical Requirements are currently or have been redistributed by the Vendor or any such other person or entity in connection with any Software, they are and have been re-distributed only as independent files that are linked to, rather than incorporated in the code of, the Software.
12. The Vendor further represents and warrants the following to the IAG Participating Member with respect to the Deposit Materials (as defined in Article 1.26.4 Escrow Agreement) deposited in escrow pursuant to Article 1.26.4 Escrow Agreement, at any time during the term of this Agreement:
- a. The Deposit Materials included in escrow shall at all times represent the current version of the Software and related systems being used to operate the Equipment subject to the deposit requirements set forth in Article 1.26.4 Escrow Agreement;
 - b. The Deposit Materials maintained in escrow shall at all times be complete such that the escrow consists of all information necessary or useful to operate, use, modify, repair and maintain the Equipment as more particularly described in Article 1.26.4 Escrow Agreement;
 - c. The Deposit Materials shall be in readable and useable formats, understandable to programmers of ordinary skill and industry knowledge;
 - d. The documentation maintained in the Deposit Materials shall be in sufficient detail to adequately describe all material aspects of the functioning and operations of the Equipment; and
 - e. The code included in the Deposit Materials shall not contain any Virus, Trap Door, Disabling Devices or other technology or means which has the ability to interfere with the use of such code by the IAG Participating Member or its designees, or permit access to the IAG Participating Member's computing systems without its knowledge or contrary to its system connectivity policies or procedures, in the event such code is released from escrow to the IAG Participating Member in accordance with the terms of the Escrow Agreement.

Article 1.26.2 Licenses

Note to Prospective Proposers: Proposals are to be submitted with a proposed License Agreement which must meet the stated minimum requirements of this Article or provide more favorable terms to the IAG Participating Members than the stated minimum requirements. The proposed License Agreement shall be submitted as part of the Proposer's response to Section 1.8.2, Other Compliance Requirements, Requirement number 177 and Section 3.8.2, Other Compliance Requirements, Requirement number 369 of Part 3 Technical Requirements of this RFP.

1. The Vendor shall grant to the IAG Participating Member an unlimited, fully-paid-up, royalty-free, perpetual, universal, irrevocable, non-exclusive license to use, maintain, disclose, duplicate, modify, adapt, improve, and use all resulting versions, modifications, adaptations and improvements of, and/or permit any other person or entity providing services to the IAG Participating Member to do any of the foregoing with respect to, any and all Equipment to operate the Equipment, including any associated systems, processes, methods, applications, technical data specifications and other documentation necessary or useful for such operations. The license shall include the right to make and have made copies, reproductions, modifications, adaptations, improvements and derivative works of any and all Software and documentation, and to use any and all such copies, reproductions, modifications, adaptations, improvements or derivative works to operate the Equipment.
2. The license shall encompass use by the IAG Participating Member of the Equipment and all other elements of the Equipment, in whole or in part, including use of any and all individual components thereof, that have directly or indirectly been purchased or obtained by the IAG Participating Member from the Vendor, in each case alone, or in configuration, combination or conjunction with, or as part of:
 - a. the Equipment, in whole or in part, or any other systems, processes or methods (including the Equipment), in whole or in part; or
 - b. any software, equipment, devices, processes, methods, technologies, applications, systems or system components in whole or in part, of whatever make, manufacture or model, that are not directly or indirectly purchased or obtained by the IAG Participating Member from the Vendor, subject to Article 1.38, Interface with Non-Vendor Equipment.
3. The license provided hereunder shall cover the full definition of Software, including programs directly owned and/or developed by the Vendor, programs owned and/or developed by any Subcontractors, and programs of any third parties which the Vendor integrates, bundles or provides as part of the Equipment. The Vendor shall secure all required licenses from any third-party providers of Software, and ensure that such licenses are transferable to and assignable by the IAG Participating Member, without additional compensation. The Vendor shall maintain copies of the license agreements it obtains from such third-party providers of Software. The Vendor shall also maintain the computer programs, disks and documentation for all Software it obtains from third parties.
4. The license to use Software shall be in both source and object code form with respect to application system software and in object code form only with respect to operating system software, subject to rights to source code form pursuant to the escrow provisions set forth in Article 1.26.4 Escrow Agreement.
5. The Vendor shall grant to the IAG Participating Member an unlimited, fully-paid-up, royalty free, perpetual, universal, irrevocable license to use all commands and protocols originated, conceived, discovered, invented, created, developed or made by any of the Vendor Parties that are useful for any present or future Equipment used by the IAG Participating Member, including the right to provide the commands and protocols to third party contractors as needed for future Equipment to function. The foregoing license shall be exclusive to the Participating IAG Participating Members with respect to all such commands and protocols as are originated, conceived, discovered, invented, created, developed or made by any of the Vendor Parties specifically for, or at the request or direction of, the IAG Participating Member or any of the other Participating IAG Participating Members, and shall be otherwise nonexclusive.

6. The license provided hereunder shall encompass any and all documents and materials comprising or containing information relating to any of the Equipment or any component, aspect or feature thereof or of the Equipment, whether with respect to design, structure, content, expression, composition, performance, function, operation, use or otherwise, and including, to the extent the same may exist: specifications; technical data; operator's manuals; user's manuals; training materials; guides; commentaries; listings; design documents; flow charts; data flow diagrams; control files and scripts used to compile, link load or make applications or other system features or components; test scripts, test plans and test data; and other documents or materials that explain the performance, function, operation or use of individual Software or the interface or interaction of Software within the Equipment.
7. The Vendor shall execute and provide the IAG Participating Member with the foregoing licenses upon execution of this Agreement, pursuant to the terms of the license agreement annexed hereto as Part 5: Terms & Conditions, Appendix B for clarity, the term "irrevocable", when referring to the rights and licenses granted pursuant to this Article 1.26.2 Licenses shall include the continuation of the right to exercise all such rights and licenses irrespective of any expiration or termination of this Agreement, or any breach or default with respect to the terms or conditions hereof, and the term "perpetual", when referring to any such license, shall mean a license for a term comprised of the full duration of such period, if any, during which the subject matter of the license is claimed or otherwise covered by any colorable patent, trade secret, copyright or other right that conceivably could, but for the license, be infringed, misappropriated or otherwise violated by any of the activities authorized by the license or fairly implied thereby.
8. All rights and licenses granted by the Vendor to the IAG Participating Member under or pursuant to the license agreement are, and shall otherwise be deemed to be, licenses for rights to "intellectual property" for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"). The parties hereto agree that the IAG Participating Member, as a licensee of such rights under the license agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties hereto further agree that, in the event of the commencement of bankruptcy proceedings by or against the Vendor under the Code, the IAG Participating Member shall be entitled to retain all of its rights under the license agreement (including the license and the escrow provided for in Article 1.26.4, Escrow Agreement), subject to the IAG Participating Member's compliance with the terms of the license agreement. The license agreement shall contain an express provision confirming the foregoing.

Article 1.26.3 Scope of License

1. All rights and licenses granted to the IAG Participating Member under this Agreement shall be exercisable by the IAG Participating Member and each of the persons and entities as the IAG Participating Member may permit to exercise its rights or licenses hereunder, and their respective successors and assigns, and, for the avoidance of doubt, 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 the IAG Participating Member and each other person or entity referred to in this subparagraph:
 - a. to utilize the Equipment (including all Equipment or related documentation), in whole or in part, in connection with services provided by or to the IAG Participating Member or such other persons or entities, including for purposes of technical support, maintenance or repair;
 - b. to make multiple copies of the Software and related documentation for purposes of the exercise of the IAG Participating Member's rights and licenses hereunder;
 - c. to use the Software and related documentation on or in connection with multiple processors, components obtained by or on behalf of the IAG Participating Member from the Vendor or from third parties, and systems (including the Equipment) utilized by the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member;
 - d. to maintain and modify the Software, and to use the resulting versions and modifications thereof;

- e. to sell or distribute OBUs or any other user technology, device or method permitting public access to and use of the user interface of the Equipment, to any person or entity; and
- f. 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 the IAG Participating Member from providing to any other person or entity, or any such other person or entity from using, any of the Equipment or other materials provided to the IAG Participating Member hereunder by the Vendor, in connection with the provision of any products or services to or on behalf of the IAG Participating Member, or to any person or entity providing services to or on behalf of the IAG Participating Member, in connection with the Equipment.

Article 1.26.4 Escrow Agreement

1. Within ten (10) Days of the Contract Date of this Agreement or within ten (10) days of IAG Approval of the results of the First Article Tests as described in Part 3: Technical Requirements [Section 1.10, Transponder Factory Testing] (whichever date is later), NCTA or one or any of the Participating IAG Participating Members approved by the IAG ("Escrow Contracting Party"), the Vendor and an escrow agent ("Escrow Agent") shall enter into an escrow agreement ("Escrow Agreement") which has been approved by the IAG Participating Members. Such Escrow Agent shall be mutually acceptable to the Vendor and the Escrow Contracting Party. Pursuant to the terms of the Escrow Agreement, the Vendor shall deposit with the Escrow Agent without charge to the IAG Participating Member all Deposit Materials (as hereinafter defined) necessary or useful to: (i) use, reproduce, modify, repair and maintain the Software; (ii) operate, modify, repair and maintain the Equipment, and (iii) operate, use, modify, repair and maintain the Equipment 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.
2. Materials so deposited ("Deposit Materials") shall include but not be limited to: all Software programs (including all source and object code with respect thereto); operator's and user's manuals and other associated documentation; 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.
3. In the event the Vendor revises or supplements any of the Deposit Materials or creates additional materials related to the Equipment, the Vendor shall deposit a complete set of such revised, supplemented, or additional Deposit Materials with the above named Escrow Agent within thirty (30) 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. In the event the Vendor revises, updates, modifies, supplements or adds any elements of the Equipment, including any Software or other Equipment, the Vendor shall deposit a complete set of Deposit Materials related to all such revisions, modifications, supplements and additions with the Escrow Agent with thirty (30) Days of such revision or other action, and shall indicate with each deposit which pages have been changed since the last deposit. Any deposits made pursuant to the two preceding sentences shall become part of the Deposit Materials as such term is used in this Article 1.26.4.
4. On a quarterly basis, the Vendor shall provide Notice to the IAG Participating Member confirming any deposits made during the prior quarter, certifying that all such deposits are complete and accurate copies of the required materials, or that no deposits were required in accordance with the provisions hereof.
5. To the extent the Software includes components developed by third parties, the Vendor shall ensure that the Deposit Materials include copies of license agreements, computer programs, disks and

documentation for all Software obtained by the Vendor from third parties. At the Vendor's expense, the Vendor shall ensure that all third-party licenses are transferable to the IAG Participating Member at the time of any release of the escrow provided for hereunder.

6. The Vendor shall be responsible for payment of all costs arising in connection with the setup and maintenance of the escrow referred to in this Article, 1.26.4 Escrow Agreement, throughout the Contract Term, including any fees of the Escrow Agent, and the IAG Participating Member shall not be charged by the Vendor for its time in compiling and depositing Deposit Materials. The Vendor's obligation to maintain the escrow in place shall continue after the expiration or termination of the Contract Term until the Vendor receives Notice from the IAG Participating Member that the escrow is no longer required, provided, however, that the IAG Participating Member shall be responsible for all costs arising in connection with the maintenance of the escrow referred to in this Article, 1.26.4 Escrow Agreement, beyond the Contract Term.
7. From time to time while the escrow is in place, the IAG Participating Member may hire a firm qualified, and mutually and reasonably acceptable to both parties, to provide verification of the applicable escrow deposits at the IAG Participating Member's expense, and to prepare a report. Should any deficiencies or differences be noted between the Equipment implemented under this Agreement and the applicable deposits delivered to the Escrow Agent, the IAG Participating Member shall provide Notice to the Vendor and shall provide the Vendor with a copy of the audit report. Within thirty (30) Days after its receipt of such notification and accompanying audit report, the Vendor shall deliver to the Escrow Agent for deposit the applicable Deposit Materials necessary to make the escrow deposits consistent with the Equipment.
8. 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 in accordance with Article 1.36, Default, of this Agreement, at which time such Deposit Materials shall be provided to the IAG Participating Member subject to the limitations contained in the confidentiality provisions of Article 1.32 Confidentiality, and the terms of the Escrow Agreement, and shall be incorporated into the licenses granted to the IAG Participating Member hereunder.
9. In addition, effective upon any release of the Deposit Materials to the IAG Participating Member, the Vendor hereby grants to the IAG Participating Member 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 Equipment, 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 Vendor, as well as components owned, developed or licensed by any Vendor affiliates, licensors, Subcontractors or Suppliers, including third party software suppliers.
10. The parties acknowledge and agree that the Escrow Agreement shall be supplementary to the license agreement referred to in Article 1.26.2 Licenses, pursuant to 11 United States Code, Section 365(n).

Article 1.26.5 Proprietary Rights

1. The Vendor hereby acknowledges and agrees that the IAG Participating Member retains all right, title and interest in and to all ideas, knowledge, information, data, materials, inventions, discoveries, works, know-how, trade secrets, processes, procedures, techniques, designs, and other tangible or intangible subject matter, including any and all specifications and documentation comprising or relating to any of the foregoing, and all copies and other embodiments thereof, that are in the broadest sense disclosed, provided, or made available, directly or indirectly, by the IAG Participating Member to any of the Vendor Parties in connection with this Agreement (including any activities pursuant or relating to this Agreement), whether in written, oral or other tangible or intangible form, irrespective of whether or not incorporated in any of the IAG Participating Member Owned Inventions (as defined in subparagraph (2) of this Article 1.26.5 Proprietary Rights), and including all patent, copyright, trade secret and other intellectual property and proprietary rights therein, (collectively, "IAG Participating Member Materials").

Such IAG Participating Member Materials shall include any and all modifications, improvements, adaptations, revisions, updates, releases, new versions, derivative works, and documentation (including any specifications, copies, notes, summaries or analyses) comprising, based on, derived from, or related to any IAG Participating Member Materials, including any of the foregoing that is conceived, discovered, invented, created, developed or made by any of the Vendor Parties. None of the Vendor Parties shall have any proprietary interest in such IAG Participating Member Materials. None of the Vendor Parties may use, reproduce, publish or distribute any IAG Participating Member Materials for any purpose other than the performance of the Part 3: Technical Requirements pursuant to this Agreement without the prior written consent of the IAG Participating Member.

2. The IAG Participating Member shall have all right, title and interest in and to any and all ideas, knowledge, information, data, materials, inventions, discoveries, works, know-how, trade secrets, processes, procedures, techniques, designs, and other tangible or intangible subject matter, all specifications and documentation comprising or relating to any of the foregoing, and all copies and other embodiments thereof, originated, conceived, discovered, invented, created, developed or made, and any and all patent, copyright, trade secret or other intellectual property or proprietary rights thereby or otherwise acquired, by or on behalf of any of the Vendor Parties in connection with the performance of this Agreement, whether in written, oral or other tangible or intangible form (collectively, "IAG Participating Member Owned Inventions"). Such IAG Participating Member Owned Inventions shall include any modifications, improvements, adaptations, revisions, updates, releases, new versions, derivative works, and documentation (including any specifications, copies, notes, summaries or analyses) comprising, based on, derived from, or related to any IAG Participating Member Owned Inventions. Accordingly, none of the Vendor Parties shall have any proprietary interest in such IAG Participating Member Owned Inventions. IAG Participating Member Owned Inventions may not be utilized, reproduced, published or distributed by or on behalf of any of the Vendor Parties for any purpose other than the performance of the Part 3: Technical Requirements pursuant to this Agreement without the prior written consent of the IAG Participating Member.
3. Submission or distribution by the Vendor Parties of IAG Participating Member Materials or IAG Participating Member Owned Inventions solely (i) to meet official regulatory requirements, or (ii) for purposes of the performance of the Part 3: Technical Requirements, shall not be construed as publication in derogation of the IAG Participating Member's copyrights or other proprietary rights in such IAG Participating Member Materials or IAG Participating Member Owned Inventions.
4. In furtherance and not limitation of the IAG Participating Member's rights pursuant to subparagraphs (1) and (2) above, the Vendor shall, and hereby does, irrevocably assign, and shall, within ten (10) days of the Contract Date, or thereafter contemporaneously with their employment or engagement by the Vendor, cause each of the other Vendor Parties to irrevocably assign, to the IAG Participating Member and its assigns, Vendor's and each of such other Vendor Parties' entire right, title and interest in and to the IAG Participating Member Materials (to the extent they may have any) and the IAG Participating Member Owned Inventions then in existence or thereafter generated, including all patent, copyright and other intellectual property rights in respect thereof, together with the exclusive rights to petition, sue and otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, conversion or misappropriation of, or any other injury, offense, violation, breach of duty or wrong with respect to, the IAG Participating Member Materials (to the extent they may have any) or the IAG Participating Member Owned Inventions, or any right, title or interest with respect thereto.
5. The IAG Participating Member shall, in addition to its rights, titles and interests pursuant to subparagraphs (1), (2) and (4) of this Article, 1.26.5 Proprietary Rights, and its license rights pursuant to Article 1.26.2 Licenses, have good and valid title to and unrestricted ownership of, and shall enjoy all rights of title and ownership, whether inherent, implied or other, that are appurtenant to, any articles or items of Equipment, documentation, materials or other tangible matter purchased by or provided to the IAG Participating Member pursuant to this Agreement, whether directly or indirectly from any of the Vendor Parties, without requirement of any payment by the IAG Participating Member other than as

specifically provided herein. For clarity, and without limitation of any of the IAG Participating Member's rights, titles or interests at law or hereunder (including, without limitation, the IAG Participating Member's intellectual property rights), the rights of title and ownership described in this Article 1.26.5 (5) refer to such rights as pertain to or arise from the transfer to the IAG Participating Member, or the IAG Participating Member's title in or ownership, of the tangible articles or items themselves as distinguished from the intellectual property rights therein.

6. The Vendor shall, and shall cause the other Vendor Parties to, promptly and fully provide Notice to the IAG Participating Member of any existing or potential claims or disputes of which it or any of them has knowledge that relate to any IAG Participating Member Materials or IAG Participating Member Owned Inventions, or other intellectual property, including with respect to any infringement, misappropriation or other violation of any rights in respect of intellectual property comprising or relating to any such IAG Participating Member Materials, IAG Participating Member Owned Inventions or other intellectual property, or that is generated, used, developed, provided, licensed or acquired (by assignment, license or otherwise) in connection with this Agreement.
7. In furtherance and not limitation of the assignments granted pursuant to subparagraph (4) of this Article 1.26.5, Proprietary Rights, the Vendor shall, and shall cause each of the other Vendor Parties to, provide to the IAG Participating Member any and all assistance required to record, perfect, implement, protect or enforce the rights, titles and interests of the IAG Participating Member pursuant to this Agreement, including, but not limited to, the prompt execution and delivery, upon IAG Participating Member's request, of all assignments, instruments and other documents, and undertaking of all such acts, as may be required by the IAG Participating Member to evidence, record, perfect, implement, protect, or enforce the IAG Participating Member's intellectual property or proprietary rights in the IAG Participating Member Materials or the IAG Participating Member Owned Inventions. Such assignments, instruments and other documents shall be in such form as shall be reasonably requested by the IAG Participating Member, and such assistance may include filing applications for patents and copyright registration in the name of the IAG Participating Member and making all other necessary or appropriate filings with governmental entities so as to establish the IAG Participating Member's exclusive ownership of, and secure and maintain maximum protection for, IAG Participating Member's right, title and interest in and to the IAG Participating Member Materials and the IAG Participating Member Owned Inventions.

Article 1.26.6 Toll Data Ownership and Security

1. All data, records, and operations history information shall remain property of the IAG at all times during the life of the Contract and after Contract termination.
2. The Vendor 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 IAG toll customers. Paper records shall be locked when not in use; systems shall have secure password and ID controls for any data access. Vendor shall comply with the appropriate IAG Participating Members' Information Security Manual.

Article 1.26.7 Federal Intellectual Property Bankruptcy Protection Act

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

Article 1.27 Governmental Restrictions

1. In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to IAG Participating Member. IAG Participating Member reserves the right to accept any such alterations, including any price

adjustments occasioned thereby, or to cancel the Contract. IAG Participating Member may advise Vendor of any restrictions or changes in specifications required by its state law, rule or regulatory authority that require compliance by the IAG Participating Member. In such event, Vendor 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, IAG Participating Member may terminate this Contract and compensate Vendor for sums due under the Contract.

Article 1.28 Prohibition on Gifts

1. The Vendor represents and warrants that no payment, gift or thing of value, including but not limited to money, stocks, offers of employment for an individual or his or her immediate family member, or consulting or professional services, has been offered, made, given or promised by or on behalf of any of the Vendor Parties, to any official, director, officer, or employee of the IAG Participating Member or any immediate family member of any official, director, officer, or employee of the IAG Participating Member. The Vendor acknowledges that the IAG Participating Member has relied upon this representation.
2. In addition to the foregoing, the Vendor warrants that no gratuities, payments, offers to pay anything, money, or benefit of any nature will be offered, made, given or promised, to any official, director, officer, or employee or any immediate family member of any official, director, officer, or employee of the IAG Participating Member for any reason whatsoever, including but not limited to favorable treatment in connection with any IAG Participating Member procurement.
3. The Vendor represents it has complied with any additional IAG Participating Member requirements regarding prohibitions on gifts and the like, to the extent provided in Part 5: Terms & Conditions, Appendix A and in any Notices to the Vendor.
4. For a breach or violation of such representations and warranties, upon a finding by the IAG Participating Member of default by the Vendor, the IAG Participating Member shall have the right to recover all monies paid hereunder and the Vendor shall not make claim for, or be entitled to recover, any sum or sums due hereunder. This remedy, if effected, shall not constitute the sole remedy afforded for falsity or breach, nor shall it constitute a waiver of the IAG Participating Member's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

Article 1.29 Equal Employment Opportunities for Minorities and Women

1. The Vendor shall not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, affectional or sexual orientation, age, disability, genetic predisposition or carrier status, marital status, or ancestry, and shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.
2. At the request of the IAG Participation Member, the Vendor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of race, creed, color, sex, national origin, affectional or sexual orientation, age, disability, genetic predisposition or carrier status, marital status, or ancestry, and that such employment agency, labor union or authorized representative will affirmatively cooperate in the implementation of the Vendor's obligations herein.
3. The Vendor shall state, in all solicitations or advertisements for employees, that in the performance of this Agreement all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, sex, national origin, affectional or sexual orientation, age, disability, genetic predisposition or carrier status, marital status, or ancestry.

4. The Vendor shall comply with any additional provisions included in Part 5: Terms & Conditions, Appendix A, or in a Notice to the Vendor.

Article 1.30 Inspection at Vendor's Site

1. IAG reserves the right to inspect, during Vendor'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 Vendor 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.

Article 1.31 Press Release or Other Public Communication

1. Under no circumstances shall the Vendor Parties:
 - a. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the IAG Participating Member, or the Part 3: Technical Requirements being performed pursuant to this Agreement, unless the Vendor first obtains the written approval of the IAG Participating Member. The Vendor shall seek such written approval from the Project Manager or from such other IAG Participating Member officer or employee as the Project Manager shall identify. The Vendor understands and accepts that generally the IAG Participating Member will not grant permission for public announcements or news releases and will only allow the use of the IAG Participating Member's name (without logo) on a list of references, in materials provided by the Vendor to specific customers or prospective customers of the Vendor in response to particular inquiries from such parties as to existing customers of the Vendor; or
 - b. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the IAG, E-ZPass or E-ZPass Plus, with or without logos, unless the Vendor first obtains IAG Approval; or
 - c. Communicate in any way with any contractor, department, board, authority, commission or other organization or any person whether governmental or private in connection with the Part 3: Technical Requirements to be performed hereunder except upon prior written approval and instruction of the IAG Participating Member; or except in response to a request from a governmental entity with subpoena powers; or
 - d. Represent, directly or indirectly, that any product or service provided by the Vendor Parties has been approved or endorsed by the IAG Participating Members, any IAG Participating Member, or the IAG, either individually or collectively.
2. This Article, 1.31 Press Release or Other Public Communication, shall survive the expiration, cancellation, or termination of this Agreement.

Article 1.32 Confidentiality

1. For purposes of this Article, 1.32 Confidentiality:
 - a. Confidential Information includes any and all information and materials provided by the IAG Participating Members to the Vendor Parties or otherwise received by the Vendor Parties directly or indirectly from the IAG Participating Member in connection with, or generated in connection with, the Part 3: Technical Requirements performed under this Agreement, with the following exceptions:

- 1) information and materials which, at the time of the disclosure to the Vendor, or at the time of the creation of such information or materials, as the case may be, are already in the public domain or at any time thereafter become publicly known through no wrongful act or omission of any of the Vendor Parties;
 - 2) information and materials which, at the time of the disclosure to the Vendor, or at the time of the creation of such information or materials, as the case may be, are already known by the Vendor free of any confidentiality obligation;
 - 3) information and materials which are information or materials that the IAG Participating Member has approved in writing for disclosure;
 - 4) information and materials which, at the time of the disclosure to the Vendor, or at the time of the creation of such information or materials, as the case may be, are developed by or on behalf of the Vendor independent of any information or materials furnished directly or indirectly by the IAG Participating Member or otherwise received by the Vendor Party under or in connection with this Agreement; or
 - 5) information and materials which are received from a third party by the Vendor whose disclosure does not violate any confidentiality obligation.
- b. Anything in this Article, 1.32 Confidentiality, to the contrary notwithstanding, all information and materials constituting or underlying IAG Participating Member Materials or IAG Participating Member Owned Inventions, as such terms are defined in Article 1.26.5 Proprietary Rights, shall be deemed to be Confidential Information.
2. The Vendor shall safeguard, and shall cause each of the other Vendor Parties to safeguard, the confidentiality of Confidential Information with at least the same level of care and security, using all reasonable security measures, devices and procedures, that it uses to protect its own trade secrets and confidential information, provided that the Vendor shall comply and shall cause each of the other Vendor Parties to comply, in all respects with the requirements of subparagraph (10) of this Article 1.32. In this regard, reasonable security measures, devices and procedures must include standard techniques for ensuring data security, such as passwording and encryption.
3. The Vendor may use Confidential Information solely for the purposes of performing the Part 3: Technical Requirements for the IAG Participating Member pursuant to this Agreement. Subject to the limited exception set forth in subparagraph (4), below, the Vendor shall not make copies of any Confidential Information or sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the IAG Participating Member or if the Confidential Information is not owned by the IAG Participating Member, without the prior written consent of the owner thereof. (The Vendor acknowledges that an IAG Participating Member is a potential owner thereof.)
4. The Vendor may share Confidential Information with third parties that agree in writing to the confidentiality provisions of this Agreement and are necessary to the Vendor's performance of the Part 3: Technical Requirements for the IAG Participating Member pursuant to this Agreement; however, the Vendor shall share only that Confidential Information that is necessary to the third party's development of its contribution to the Vendor's Part 3: Technical Requirements for the IAG Participating Member pursuant to this Agreement. In the event a third party with whom the Vendor is sharing Confidential Information is not a Subcontractor, the Vendor shall require any such third party to sign a nondisclosure agreement designating the IAG Participating Member as a third party beneficiary thereunder. The Vendor agrees to enforce these nondisclosure agreements when necessary to protect the confidentiality of Confidential Information.
5. Disclosure of Confidential Information by the IAG Participating Member to the Vendor shall not convey to the Vendor any right or interest in such Confidential Information; the IAG Participating Member shall retain all right and title to such Confidential Information at all times.

6. In the event any of the Vendor Parties is requested or required by any court, or legislative or administrative body, (by oral questions, interrogatories, request for information or documents, subpoena, civil investigations, demand or similar process or in any litigation) to disclose any of the Confidential Information, the Vendor shall promptly notify (and thereafter provide Notice to) the IAG Participating Member of the attempt to compel the disclosure of such Confidential Information in order to afford the IAG Participating Member an opportunity to seek an appropriate protective order or other appropriate remedy at the IAG Participating Member's sole cost and expense and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained by the time the disclosure is compelled, or the IAG Participating Member grants a waiver hereunder, the Vendor Party(s) requested or required to provide such disclosure may furnish that portion of the Confidential Information which it is legally compelled to disclose without the Vendor being deemed to be in violation of this Article, 1.32 Confidentiality.
7. The Vendor Parties may divulge and use Confidential Information only as expressly permitted by this Article, 1.32 Confidentiality, and the Vendor shall advise, and ensure that each of the other Vendor Parties shall advise, each person to whom or which it may directly or indirectly expose to any Confidential Information of such person's obligation to keep such Confidential Information confidential, and shall promptly advise, and cause the other Vendor Parties to promptly advise, the IAG Participating Member in writing if any of the Vendor Parties shall learn of any unauthorized use or disclosure of Confidential Information. The Vendor shall provide, and cause other Vendor Parties to provide, its full cooperation and assistance to the IAG Participating Member as necessary to ensure the confidentiality of Confidential Information.
8. Unless the IAG Participating Member shall otherwise request in writing, upon the completion of the Part 3: Technical Requirements to be performed hereunder, the Vendor shall immediately return, or cause to be returned, to the IAG Participating Member all Confidential Information existing in tangible form, and all copies, derivatives, adaptations and other embodiments of such Confidential Information, within the possession or control of any of the Vendor Parties, and no such copies or other tangible embodiments of such Confidential Information or any derivatives or adaptations thereof shall be retained by any of the Vendor Parties without the prior written consent of the IAG Participating Member. The above-required return of Confidential Information shall be accompanied by a certificate evidencing compliance with this subparagraph signed by an officer of each of the Vendor Parties to which Confidential Information has been disclosed, provided or otherwise made available.
9. It is understood and agreed that in the event of a breach of this Article, 1.32 Confidentiality, damages may not be an adequate remedy and the IAG Participating Member shall be entitled to injunctive relief to restrain any such breach or threatened breach in addition to any other remedies provided in this Agreement or available under applicable law.
10. The Vendor shall comply and shall cause each of the other Vendor Parties to comply, with privacy and security requirements identified in the Part 3: Technical Requirements; with applicable laws, statutes, and regulations of the jurisdiction in which the IAG Participating Member is located governing protection of data privacy, privacy, and personal information; and with any IAG Participating Member-specific policies included in Part 5: Terms & Conditions, Appendix A or otherwise provided by Notice to the Vendor.
11. To the extent that the IAG Participating Member is a governmental entity, or operates facilities under an agreement with a governmental entity, the IAG Participating Member may be subject to open or public records laws, rules and regulations or may have adopted policies or guidelines incorporating open or public records principles. If so, the Vendor further acknowledges the following:
 - a. This Agreement is a public contract. As such, the IAG Participating Member may be required by open or public records laws, rules or regulations, or by IAG Participating Member policies or guidelines incorporating open or public records principles, to make such contract and all information and materials received from any of the Vendor Parties available for public inspection on demand, unless such contract, materials and information are specifically exempted from

public disclosure by the applicable open or public records laws, rules and regulations or IAG Participating Member policies or guidelines.

- b. Accordingly, the IAG Participating Member shall have no liability whatsoever to any of the Vendor Parties by reason of disclosure, of any information or materials provided to it by any of the Vendor Parties, pursuant to the applicable open or public records laws, rules and regulations or IAG Participating Member policies or guidelines incorporating open or public record principles.
- c. If the Vendor desires to restrict public dissemination of any materials or information provided to the IAG Participating Member hereunder or otherwise in connection with this Agreement on the grounds that the Vendor reasonably considers them to contain proprietary information or trade secrets that are exempted from public disclosure, the Vendor shall designate each page of all such materials with a stamp, watermark, or other marking indicating that the Vendor considers the material contained on that page to be proprietary information or trade secrets and that the material should not be subject to public disclosure.
- d. The IAG Participating Member reserves the right to make its own, independent determination as to whether material or information so marked is proprietary information or trade secrets and to give proprietary treatment only to that material or information which it has determined to be proprietary.
- e. If any person, entity, or public authority brings a claim or action against the IAG Participating Member seeking to compel the disclosure of any material or information, that the Vendor has requested be exempt from public disclosure because it is proprietary or contains trade secrets, upon Notice from the IAG Participating Member the Vendor shall indemnify the IAG Participating Member upon demand for any and all defense costs, fines, penalties, or other costs or expenses of any nature that the IAG Participating Member may incur in the defense of any such claim or action.

Article 1.33 Late Delivery, Back Order

1. Vendor shall advise the IAG Participating Member immediately upon determining that any Deliverable will not, or may not, be delivered at the time or place specified. Together with such Notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the IAG Participating Member will so advise Vendor and may proceed to procure substitute Deliverables or Services.

Article 1.34 Insurance Coverage

1. During the term of the Contract, the Vendor 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 Vendor shall provide and maintain the coverage and limits, as set forth in the Insurance Requirements for the IAG Participating Members.

Article 1.35 Dispute Resolution

1. In the event of any dispute whatsoever arising out of or relating to the Contract Documents, the Work or the Project, the disputing party must furnish a written Notice to the other party, setting forth in detail the dispute. Such Notice must be addressed to the other party's Project Manager. Within five (5) Days after the receipt of the Notice by the receiving Project Manager, the two Project Managers shall meet in the IAG Participating Member's offices to attempt to resolve the dispute. If the Project Managers cannot resolve the dispute then, within fourteen (14) Days after the date of written Notice by either Project Manager to the Executive Director of the IAG Participating Member and the Project Principal, the Executive Director of IAG and the Project Principal shall meet in IAG's offices to attempt to resolve the

dispute. If the Executive Director of IAG 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.

2. If the IAG Participating Member provides a dispute resolution process in Part 5: Terms & Conditions, Appendix A, the Vendor shall follow such process for resolving any dispute arising out of or relating to the Contract Documents, the Work or the Project.

Article 1.36 Default

1. In the event any Deliverable furnished by the Vendor during performance of any Contract Term fails to conform to any material requirement of the Contract specifications, Notice of the failure is provided by IAG Participating Member and the failure is not cured within ten (10) Days, or Vendor fails to meet the requirements of Article 1.22, Acceptance Criteria herein, IAG Participating Member may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Article 1.41 Changes, and the obligation to informally resolve disputes as provided in these Terms and Conditions. Default may be cause for debarment. IAG Participating Members reserve the right to require performance guaranties from the Vendor without expense to the IAG Participating Member. The rights and remedies of IAG Participating Members provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. IAG Participating Members allow for ten (10) Days to rectify a problem and thirty (30) Days to cure a termination.
2. If Vendor fails to deliver Deliverables within the time required by this Contract, IAG Participating Members may provide written Notice of said failure to Vendor, and by such Notice require payment of a penalty.
3. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's bid documents that prove erroneous or are otherwise invalid.
4. Should IAG Participating Members fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences due to IAG Participating Members' failure. Any deadline that is affected by any such failure in assumptions or performance by IAG Participating Members will be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
5. Vendor shall provide a Plan to cure any default if requested by IAG Participating Members. 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 Vendor may deem necessary or proper to provide.

Article 1.37 Waiver of Default

1. Waiver by either party of any default or breach by the other party shall not be deemed a waiver or any subsequent default or breach and shall not be construed to be a modification or novation of the terms of this Contract, unless so stated in a writing and signed by authorized representatives of IAG Participating Members and the Vendor, and made as an Amendment in accordance with the terms of this Contract.

Article 1.38 Interface with Non-Vendor Equipment

1. The IAG Participating Member shall have the right at any time to connect, attach or interface to any equipment, software, technology, system or devices, which did not originate with or was not provided by the Vendor's Software or other Equipment or to interface with the Vendor's Equipment, any such third party technologies, including any equipment, software, systems or devices. Without limiting or otherwise derogating from the foregoing right, the Vendor's warranties provided in this Agreement shall continue to apply to the use of the Non-Vendor's Equipment in such interfaced combinations or configurations

unless such connections, attachments or interfaces (i) do not substantially conform with the requirements, or (ii) significantly conflict with the requirements as the Vendor has disclosed to the IAG Participating Members in the Proposer's response.

Article 1.39 Vendor's Liability and Indemnification

1. The Vendor shall be fully liable and responsible for any and all damage to persons or property due to negligent or otherwise tortious acts, errors, or omissions of any of the Vendor Parties in connection with the Part 3: Technical Requirements or otherwise relating to this Agreement.
2. The Vendor shall indemnify, defend and hold harmless the IAG Participating Member Indemnitees (as such term is defined below), as their interests may appear from and against any and all claims, demands, suits, actions, damages, losses, liabilities, settlement amounts incurred, expenses and costs of every name, kind and description, including in each case reasonable fees of legal counsel and expert consultants and court costs (collectively, "Claims"), which occur directly or indirectly on account of or in connection with, or arise from: (i) the Vendor's breach of any of its obligations, representations, warranties, or covenants under this Agreement, or (ii) the negligent or otherwise deficient performance by any of the Vendor Parties of any obligation of the Vendor arising from this Agreement or, (iii) the quality or performance of Equipment or Services provided pursuant to this Agreement, or (iv) death, personal injury or property damage, whether real, personal or intangible property, directly or indirectly arising from the acts or omissions or willful misconduct of any of the Vendor Parties. The foregoing indemnification of Claims shall include the defense, settlement or satisfaction thereof and shall not be limited by the terms or limits of any insurance coverage required or obtained pursuant to this Agreement. However, the Vendor shall not be required to indemnify the IAG Participating Member Indemnitees for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the IAG Participating Member Indemnitees. For purposes of this Article, 1.39 Vendor's Liability and Indemnification, and Article 1.40 Patent and Copyright Indemnification, the term "IAG Participating Member Indemnitees" shall mean, individually and collectively, the IAG Participating Member; the state(s), province(s) or other applicable jurisdiction(s) in which the IAG Participating Member's facilities are located or on whose behalf the IAG Participating Member's facilities are operated as specified in Part 5: Terms & Conditions, Appendix A; and all members, officials, directors, officers, employees, agents, contractors, consultants and other persons employed or engaged by any of the foregoing or working at their direction or on their behalf, and any person or entity required by this Agreement to be named as an additional insured on any policy of insurance required to be supplied by the Vendor.
3. The Vendor shall provide Notice to the IAG Participating Member at such time as the Vendor becomes aware of any Claim which may give rise to an indemnification obligation under this Article, or at such time as the Vendor becomes aware of any facts that reasonably could be expected to result in such a Claim.
4. The Vendor's defense, indemnification and hold harmless obligations hereunder shall in no way be diminished, waived or discharged by the IAG Participating Member's recourse to any other remedy provided for hereunder, at law, in equity or otherwise.
5. In the event that any damage shall occur at or to any part of the IAG Participating Member's facilities on account of any Equipment or Services or other subject matter provided by any of the Vendor Parties (except for damage arising from interfaced combinations or configurations referred to in clauses (i) or (ii) of Article 1.38 Interface with Non-Vendor Equipment, if the damage would have been avoided but for such interfaced combination or configuration) the IAG Participating Member shall have the right to cause such damage to be repaired and to charge the expense of such repairs to the Vendor. Such sums may be deducted, at the sole discretion of the IAG Participating Member, from any monies due or to become due to the Vendor hereunder or under any other agreement between the Vendor and the IAG Participating Member.
6. In carrying out the provisions of this Agreement, or in exercising any power or authority granted to the IAG Participating Member by the provisions of this Agreement, no member, official, director, officer,

employee or agent of the IAG Participating Member shall be liable personally under or by reason of this Agreement.

7. The provisions of this Article shall survive the expiration, cancellation, or termination of this Agreement.

Article 1.40 Patent and Copyright Indemnification

1. The Vendor shall be fully liable and responsible for any and all Claims (as defined in Article 1.39 Vendor's Liability and Indemnification) made or asserted against the IAG Participating Member Indemnitees (as defined in Article 1.39 Vendor's Liability and Indemnification) for any alleged or actual infringement, conversion or misappropriation of, or any other injury, offense, violation, breach of duty or wrong with respect to, any patent, copyright, trademark, service mark, trade secret or other third party intellectual property or proprietary rights (i) by the Equipment or any elements thereof, including any related documentation, or by any other subject matter, whether tangible or intangible, patented, patentable or non-patentable, or copyrighted, copyrightable or non-copyrightable, such as, without limitation, any analyses, firmware, tools, articles, appliances, structures, materials, devices, manufactures, apparatuses, compositions of matter, applications, methods, ways, processes (including processes of manufacture), types of construction, and the like, manufactured, sold, or supplied by any of the Vendor Parties, or (ii) in any way arising out of, relating to, by, in, or in connection with: (A) the course of performance or completion of the Services; (B) the use of the Equipment or any elements thereof, or any of the other subject matter referred to in clause (i) of this subparagraph, by the IAG Participating Member or any other persons or entities permitted to use the Equipment pursuant to this Agreement; or (C) the IAG Participating Member's or such other authorized persons' or entities' exercise of any of its direct or derivative rights, licenses or privileges under Article 1.26 Intellectual Property Provisions.
2. The Vendor shall indemnify, defend and hold harmless the IAG Participating Member Indemnitees, as their interests may appear, from any and all Claims regarding intellectual property and other proprietary rights as described in subparagraph (1) of this Article, 1.40 Patent and Copyright Indemnification, including the defense, settlement or satisfaction thereof, and shall not be limited by the terms or limits of any insurance coverage required or obtained pursuant to this Agreement.
3. If any of the IAG Participating Member Indemnitees, including any person or entity providing services to, or on behalf of, the IAG Participating Member, shall be enjoined from using any of the Equipment or other elements which form the subject matter of this Agreement, and as to which the Vendor is required to indemnify the IAG Participating Member Indemnitees against Claims regarding intellectual property or other proprietary rights under this Article, 1.40 Patent and Copyright Indemnification, the IAG Participating Member may, at its option and without thereby limiting any other right it may have hereunder or at law or in equity, require the Vendor to supply, temporarily or permanently, alternative systems or system components not subject to such injunction and not infringing or otherwise violating any intellectual property or proprietary rights and, if the Vendor shall fail to do so, the Vendor shall, upon the request of IAG Participating Member, and at the Vendor's expense, remove all such infringing elements of the Equipment and refund, in full, the cost thereof to the IAG Participating Member and otherwise equitably adjust compensation and take such steps as may be necessary to ensure compliance by the IAG Participating Member Indemnitees with such injunction, to the satisfaction of the IAG Participating Member.
4. In the event that any, or the exercise of any rights, licenses or privileges pursuant to Article 1.26, Intellectual Property Provisions, with respect to any Equipment or other elements comprised by or used to operate the Equipment, or any of the inventions, technologies, works, or other subject matter employed to provide Services pursuant to this Agreement, or any configuration, combination or portion thereof, shall, in the opinion of counsel to any of the IAG Participating Members, be believed to infringe or otherwise violate any intellectual property or proprietary rights, the Vendor shall have the obligation upon the IAG Participating Member's request and at the IAG Participating Member's option to:

- a. modify, or require that the applicable Vendor Party modify, the alleged infringing subject matter at its own expense, without impairing in any respect the functionality of the Equipment or performance of any of its Equipment or other components; or
 - b. procure for the IAG Participating Member, at the Vendor's expense, the rights, licenses and privileges provided under Article 1.26 Intellectual Property Provisions, with respect to the alleged infringing subject matter.
5. The Vendor shall be solely responsible for determining, and shall promptly provide Notice to the IAG Participating Member, whether any actual or prospective Supplier, Subcontractor or other Vendor Party is a party to any litigation involving patent or copyright infringement, service mark or trademark violation, or any other Claims regarding intellectual property or proprietary rights, or is or may be subject to any injunction which may prohibit it from providing, or the IAG Participating Member or any person or entity providing services to or on behalf of the IAG Participating Member from exercising any of its rights or licenses pursuant to Article 1.26 Intellectual Property Provisions, with respect to, the Equipment. The Vendor shall enter into agreements with all Suppliers and Subcontractors at its own risk. The IAG Participating Member may reject any aspect, feature or component of the Equipment and Services, or any configuration, combination or portion thereof, which it believes to be, or likely to be, the subject of any such litigation or injunction, or if, in the IAG Participating Member's judgment, use thereof would delay the Services, or be unlawful.
6. The Vendor's defense, indemnification and hold harmless obligations hereunder shall in no way be diminished, waived or discharged by the IAG Participating Member's recourse to any other remedy provided for hereunder, at law, in equity or otherwise.
7. The provisions of this Article shall survive the expiration, cancellation, or termination of this Agreement.

Article 1.41 Changes

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

Article 1.42 Time is of the Essence

1. Time is of the essence in the performance of this Contract. Vendor and IAG Participating Members will mutually develop and agree to a schedule of implementation, testing, Maintenance, etc. Vendor and Subcontractors will be required to adhere to the Approved schedule.

Article 1.43 Date and Time Warranty

1. The Vendor 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.

Article 1.44 Independent Contractor

1. Vendor and its employees, officers and executives, and Subcontractors, if any, shall be independent contractors and not employees or agents of IAG Participating Members. This Contract shall not operate as a joint venture, partnership, trust, authority or any other business relationship.

Article 1.45 FOB Terms

1. The Vendor shall be responsible for all transportation charges to the FOB Destination Point, Freight Prepaid and Allowed, with such point being the IAG Participating Members' designated delivery location(s) specified in Part 5: Terms & Conditions, Appendix A, or as otherwise provided in a specific Equipment Order, in accordance with this Contract. This point shall also be the point at which the IAG Participating Member takes title to the delivered Equipment in accordance with Article 1.8.5 Warranty of Title.

Article 1.46 Packing, Boxing, And Delivery Charges

1. The Vendor shall not charge the IAG Participating Member and the IAG Participating Member shall not be responsible for costs incurred by the Vendor Parties for packing, boxing, containers or any other matters relating to the preparation for shipment or delivery.

Article 1.47 Acceptance or Rejection of Deliveries

1. Each delivery shall be accompanied by a Packing Slip listing the units included in the delivery. The IAG Participating Member will determine whether to accept or reject deliveries, after the IAG Participating Member has fully inspected the Equipment. Except as otherwise provided herein or on Part 5: Terms & Conditions, Appendix A, acceptance or rejection of deliveries shall occur within ten (10) Days of the IAG Participating Member's receipt of deliveries. If the Vendor fails to make delivery within the time period provided in Part 3: Technical Requirements and Part 6: Attachments, Section 6 Conformance Matrix (TDM) and Section 7 Conformance Matrix (6C); or, if the IAG Participating Member finds that the Equipment delivered fails to conform to the requirements of this Agreement in quality, number, or otherwise at any time finds the Equipment to be deficient in material or workmanship, the IAG Participating Member may reject the Equipment in full or part and supply notice of such rejection to the Vendor.
2. The exercise by the IAG Participating Member of its rights to inspection hereunder or the IAG Participating Member's acceptance of deliveries shall in no way be deemed a waiver by the IAG Participating Member of (i) IAG Participating Member's right to later reject, revoke acceptance, or recover damages for deliveries accepted which are not free from defects, or (ii) the Vendor's obligation to deliver conforming Equipment. If the quantity of conforming units shown on the Packing Slip is not equal to the quantity actually delivered by the Vendor, the IAG Participating Member will ignore the Packing Slip and will apply the Terms and Conditions of this Agreement to the quantity actually delivered.

Article 1.48 Removal of Rejected Equipment

1. The Vendor shall remove from the IAG Participating Member's designated location at its own expense and within a reasonable time (not to exceed fifteen (15) Days after notice of rejection), any Equipment rejected by the IAG Participating Member as nonconforming, as an over shipment, or due to early or late delivery. If the IAG Participating Member rejects the same Equipment from the Vendor for a second time, the Vendor shall be liable to the IAG Participating Member for all charges incurred by the IAG Participating Member in connection with inspection of the Equipment in accordance with the provisions of Article 1.4.2 Actual Damages. In addition to actual out-of-pocket costs incurred by the IAG Participating Member, the Vendor will be charged the IAG Participating Member's reasonable costs for each laboratory analysis performed, including analysis performed directly by the IAG Participating Member. The Vendor shall promptly pay such amounts to the IAG Participating Member.

Article 1.49 Notices

1. Unless permitted otherwise in Part 5: Terms & Conditions, Appendix A, all notices, requests, demands and other communications required or permitted hereunder, other than with respect to daily operations,

shall be in writing and shall be deemed to have been duly given (a) if delivered by hand or nationally recognized overnight delivery service, when delivered; (b) if by facsimile, on the first Business Day when received; or (c) if by mail, five (5) Business Days after being mailed, certified or registered mail, with postage prepaid as follows:

- a. If to the IAG Participating Member, to the address and to the attention indicated on the execution page of this Agreement or as otherwise provided in Part 5: Terms & Conditions, Appendix A;
- b. If to the Vendor, to the address and to the attention set forth on the execution page of this Agreement; and
- c. If to the IAG Participating Members, to the addresses and to the attention set forth in Part 5: Terms & Conditions, Appendix E, as may be amended from time to time by the IAG Participating Members or the applicable IAG Participating Member.
- d. Any party may change such addresses by providing a Notice in accordance with this Article, 1.49 Notices.

Article 1.50 Titles and Headings

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

Article 1.51 Amendment

1. This Contract may not be amended orally or by performance. Any Amendment must be made in written form and signed by duly authorized representatives of IAG Participating Members and Vendor in conformance with Contract requirements.

Article 1.52 Governing Laws, Jurisdiction, and Venue

1. This Agreement shall be governed by and construed in accordance with the laws of the state or province as indicated in Part 5: Terms & Conditions, Appendix A, except where the federal Supremacy Clause requires otherwise. The Vendor further consents to any jurisdictional requirements which may be set forth in Part 5: Terms & Conditions, Appendix A.

Article 1.53 Non-Assignment

1. The Vendor and IAG Participating Member agree that the Vendor has been selected by the IAG Participating Member based on unique and specific qualifications relating to the Equipment and Services. The Vendor shall not sell, assign, sublicense, subcontract, sublet, franchise, mortgage or transfer any interest, shall be at the sole discretion of the IAG Participating Member, and any attempt to sell, assign, sublicense, subcontract, sublet, franchise, mortgage or transfer any interest, right or obligation in this Agreement without the written consent of the IAG Participating Member shall be null and void. For purposes of this Article, 1.53 Non-Assignment, the term "assign", "assignment" and correlative forms thereof, shall be deemed to include: (i) the transfer of this Agreement or the rights or obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise; (ii) a sale or other transfer by the Vendor of all or substantially all of its assets; (iii) the merger, amalgamation, consolidation or reorganization of the Vendor into or with another corporation or other entity as a result of which the Vendor is not the surviving entity; (iv) any transaction (including any of the foregoing transactions, as well as any in which the Vendor is the surviving entity) which, whether by way of sale, gift or other transfer, whether involving the Vendor or the record or beneficial owners of equity interests in the Vendor, results in more than a forty percent (40%) change in the voting control of the Vendor; or (v) any of the foregoing transactions that occur with respect to the majority owner of the Vendor.

2. If at any time while this Agreement remains in effect, the Vendor wishes to assign or encumber this Agreement, the Vendor shall provide Notice to the IAG Participating Member, at the same time providing the IAG Participating Member with all information and documentation necessary to permit the IAG Participating Member to evaluate the contemplated transaction. The IAG Participating Member shall be entitled to condition its consent to any assignment or encumbrance of this Agreement on such terms and conditions as the IAG Participating Member deems appropriate.
3. Notwithstanding any such assignment, the Vendor shall remain responsible for all representations, warranties, covenants, guarantees and obligations of the Vendor set forth herein. Any transferee shall have the qualifications and financial responsibility necessary in the sole determination of the IAG Participating Member to assure compliance with the obligations of the Vendor herein and to assure compliance with all laws, regulations, executive orders and procedures relating to the selection of vendors by any Participating IAG Participating Member. Any transferee, by instrument in writing satisfactory to the IAG Participating Member, shall, for itself and its successors and permitted assigns, have assumed all of the obligations of the Vendor under this Agreement and agreed to be subject to all conditions and restrictions herein.

Article 1.54 No Third Party Beneficiary

1. Nothing in this Agreement shall act to confer third party beneficiary rights. Nothing in this Agreement shall create any obligation on the part of the IAG Participating Member to any third party.

Article 1.55 Independent Agreements

1. The Vendor shall seek resolution of all disputes and payment for the transponders, devices, or services furnished to the IAG Participating Member pursuant to this Agreement from the IAG Participating Member only and not from any of the other Participating IAG Members. Each agreement executed between the Vendor and a Participating IAG Participating Member is independent and the IAG Participating Member shall have no obligation to resolve such disputes, nor any liability arising from disputes under any agreement executed with any other Participating IAG Member, or to become a guarantor for any payments due to the Vendor from any other Participating IAG Member.

Article 1.56 No Arbitration

1. Unless provided otherwise in Part 5: Terms & Conditions, Appendix A, disputes involving this Agreement, including the breach or alleged breach hereof, may not be submitted to binding arbitration (except where required by statute) but shall, instead, be heard in a court of competent jurisdiction of the state or province identified in Article 1.52 Governing Laws, Jurisdiction and Venue.

Article 1.57 Antitrust Assignment

1. The Vendor hereby assigns, sells and transfers to the IAG Participating Member all rights, title and interests in and to any claims and causes of action now existing or arising or accruing any time heretofore or hereafter under the antitrust laws of the state(s) or provinces in which the IAG Participating Member is located, or of the United States or Canada relating to the Equipment and Services purchased or procured by the IAG Participating Members hereunder.

Article 1.58 Service of Process

1. The Vendor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Vendor's actual receipt of process or upon the IAG Participating Member's receipt of the return thereof by the United States Postal Service as refused or undeliverable, or as otherwise specifically provided in Part 5: Terms & Conditions, Appendix A. The Vendor must promptly provide Notice to the IAG Participating Member of each and every change

of address to which service of process can be made. Service by the IAG Participating Member to the last known address shall be sufficient.

2. Without limiting the foregoing, the Vendor further consents to any methods of service to the extent such methods are allowed by applicable laws of the state or province referred to in Article 1.52 Governing Law, Jurisdiction and Venue.

Article 1.59 Benefit

1. Subject to the provisions hereof with respect to assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Article 1.60 Force Majeure

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

Article 1.61 Compliance with Laws

1. The Vendor 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.

Article 1.62 Severability

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

Appendix A

IGAG Participating Member Terms & Conditions



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 5: Terms and Conditions,

Appendix A

IAG Participating Members

Terms & Conditions

Solicitation Number 2019-IAGPA-0001

IAG Member	Intend to Participate in Procurement	Terms & Conditions Attached
Burlington County Bridge Commission	✓	✓
Delaware River and Bay Authority	✓	✓
Delaware River Joint Toll Bridge Commission	✓	✓
Delaware River Port Authority	✓	✓
Massachusetts Department of Transportation	✓	✓
Maryland Transportation Authority	✓	✓
Maine Turnpike Authority	✓	✓
New Jersey Turnpike Authority	✓	✓
Ohio Turnpike and Infrastructure Commission	✓	✓
The Pennsylvania Turnpike Commission	✓	✓
Rhode Island Turnpike and Bridge Authority	✓	✓
South Jersey Transportation Authority	✓	See NJTA
Virginia Department of Transportation (Serves as the primary agency for the 9 independent toll agencies within the State of Virginia)	✓	✓
North Carolina Turnpike Authority	✓	✓



E-ZPass Transponder (TDM & 6C)
Request for Proposals
Burlington County Bridge
Commission: Terms and Conditions

Solicitation Number 2019-IAGPA-0001

Appendix A-1

Burlington County Bridge Commission

The normal business hours of this agency are: 8:30 a.m. – 4:30 p.m. Monday - Friday except on the following holidays: All recognized Federal Holidays, including Lincoln's Birthday & the day after Thanksgiving.

Section 1

Proposer Eligibility [Part 1 - Section 2.21]: The Proposer will hold a New Jersey Public Works Contractor Registration Certificate and a New Jersey Business Registration Certificate..

Section 3

Definitions - Authorized Officer [Part 2 – Glossary-1] : The Authorized Officers are:
Executive Director

Definitions - Business Hours and Operator Holidays [Part 2 – Glossary-1] :
See the first question on this page.

Governing Law; Jurisdiction [Part 5 - 1.52] For purposes of Article 1.52, the applicable state laws are the laws of the State of New Jersey, without regard to the rules on conflict of laws, and the courts for the State of New Jersey and the United States District Court for the District of New Jersey shall have exclusive jurisdiction and venue over the parties for any dispute arising under the Agreement.

Arbitration [Part 5 - Article 1.56]: NO ARBITRATION

All claims, disputes and other matters in question between BCBC and the Vendor, arising out of or in any way relating to this agreement or the performance or breach thereof that are not resolved by good faith negotiation between the parties within sixty (60) days after the same shall first be advised by one party to the other, shall be subject to exclusive, final and binding resolution as follows: The Executive Director shall act as referee in all questions arising under the terms of the Contract between the parties hereto, and the decision of the Executive Director shall be final and binding.

Notices - Process and to the attention of [Article 1.49] See also Article 1.34) regarding changes in insurance policies The Authorized Officers are:
Executive Director

Mailing address: Burlington County Bridge Commission, PO Box 6, Palmyra, NJ 08065

Physical address: Burlington County Bridge Commission, 1300 Route 73 N, Palmyra NJ 08065

Service of Process [Article 1.58]: See Response to 1.49 above.

Operator Specific Requirements and Policies - the Vendor agrees to comply with the following:

- a. Pursuant to Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) ("Chapter 51") of the laws of the State of New Jersey, the Vendor acknowledges that the Vendor has a continuing obligation to disclose all Contributions (as defined in Chapter 51) made during the term of this Agreement. Such disclosures are to be submitted by the Vendor to the Operator. The disclosures are to be made using the standard Contract Certification and Disclosure of Political Contributions form executed by the Vendor in accordance with Exhibit 1-2 of the RFP for this Agreement, or such updated form as may be available from the New Jersey Division of Purchase and Property from time to time.
- b. New Jersey Department of the Treasury Division of Revenue registration.

Authority of the Project Manager - Appeals - Authorized Officer : The Authorized Officers are: Executive Director

Security :

To be supplied as needed

Methods and Times of Payment; Invoices and Document Requirements [Part 5 – Article 1.1]:

Invoices will be dated with an invoice number; detail the services or items provided; and submitted, at a minimum, monthly with the appropriate signed payment voucher (Purchase Order).

Taxes - Sales Tax Exemption [Article 1.1]: The Burlington County Bridge Commission is tax exempt (see attached exemption forms).

Systems Security Procedures : To be supplied as needed

Insurance Requirements and Minimum Limits [Part 5 – Article 1.34]: BCBC shall be named as an additional insured on all policies and coverage. Sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile Insurance and certificates of such insurance shall be provided.

Additional Insured Endorsement [Article 1.34]: Burlington County Bridge Commission, Commissioners, & Officers

Financial Assurance Requirements:

Prohibition of Gifts:

2. No employee, member of his or her immediate family, or business organization in which he or she has an interest, shall solicit or accept any gifts, favor, loan, political contribution, services, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing him or her, directly or indirectly, in the discharge of his or her official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the employee has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the employee in the discharge of his or her official duties.

3. Employees are not prohibited from accepting an unsolicited non-cash gift or gratuity,

provided that its value is nominal in relation to the circumstances in which it is offered and accepted, including such items as:

- a. Anything of monetary value from a friend or family member when the circumstances make it clear that the motivation for the action is a personal or family relationship;
- b. Food and refreshments in the ordinary course of business, provided that Police are prohibited from receiving free food and drink from merchants or retail establishments during working hours or on account of their official position;
- c. Unsolicited advertising or promotional material such as pens, pencils, note pads and calendars.

4. Employees generally may not accept reimbursement for travel or expenses related to Commission business from any source other than the Commission. Employees may accept reimbursement for travel or expenses related to non-Commission business, provided that the circumstances are such that acceptance of the reimbursement does not appear to be a conflict of interest. Whether an employee's travel is related to Commission business is a question to be resolved by the employee's department head or the Executive Director. The following factors should be considered:

- a. The relationship of the purpose of the trip to the employee's duties;
- b. The Commission's interest in the employee's participation in the matter;
- c. The employee's independent interest in the subject matter, or the employee's relationship to the sponsors of the event.

Vendor's Liability and Indemnification [Part 5 – Article 1.39]: To the extent permitted by the New Jersey Tort Claims Act (N.J.S.A 59:1-1 et seq.)

Labor Laws: All work to be performed on governmental property is subject to the New Jersey Prevailing Wage Act (N.J.A.C. 12:60-1.1 et seq.)

Non-Discrimination Laws:

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review

all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Equal Opportunity:

Designated Delivery Location [Part 5 – Article 1.45]:

Burlington County Bridge Commission, 1325 Route 73 S, Palmyra, NJ 08065

Iran Investment Activities Certification:

C.52:32-57 “P.L. 2012, c.2 prohibits State and Local Public Contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.” The Proposer shall properly execute and submit the “Disclosure of Investment Activities in Iran” form with the response. (See Attachment A)

Statement of Ownership Disclosure:

The Proposer must provide a list of all owners or major stockholders who have a ten (10) percent or more interest in the company as required by P.L. 1977, c.33 (N.J.A.C. 52:25-24.2). Proposer must complete and submit the form that is attached. (See Attachment B)

IN WITNESS WHEREOF, and intending to be legally bound, the Bridge Commission has caused this Agreement to be executed by its duly sworn authorized Chairman, attested by its duly authorized Secretary, and its corporate seal to be hereto affixed, and has hereunto set its hand and seal, all of the foregoing having occurred effective on the day and year set forth above.

BURLINGTON COUNTY BRIDGE COMMISSION

By: _____
JOHN B. COMEGNO II, CHAIRMAN

ATTEST:

KATHLEEN M. WISEMAN, SECRETARY

DATE

By: _____
(NAME, TITLE & COMPANY)

ATTEST:

(NAME & TITLE)

ATTACHMENT A
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART I: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, the Director shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

[] I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification.

OR

[] I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You **must** provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES.

Name: _____

Relationship to Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Vendor: _____

Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the Burlington County Bridge Commission ("Commission") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the Commission to notify the Commission in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Commission and that the Commission at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____ Date: _____

Bidder/Vendor: _____

ATTACHMENT B
STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of
Organization: _____

Organization
Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individual) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***Burlington County Bridge Commission*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***Burlington County Bridge Commission*** to notify the ***Burlington County Bridge Commission*** in writing of any

changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***Burlington County Bridge Commission*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Delaware River and Bay Authority:
Terms and Conditions

Solicitation Number 2019-IAGPA-0001

DELAWARE RIVER AND BAY AUTHORITY

APPENDIX A

ADDITIONAL SPECIFIC TERMS AND CONDITIONS

The following clauses represent additions to the corresponding Articles, hereinbefore set forth in Part 5, Terms and Conditions.

1.01 AUTHORIZED OFFICER

The Authority shall not enter into any contract committing the Authority to spend, or make any other expenditures in the amount of \$25,000.00 or more unless the contract or other expenditure has first been approved by a vote of Commissioners at a regular meeting of Commissioners. Upon such approval, the Chairperson, Vice Chairperson and Executive Director, acting in unison, are the Officers authorized to execute the agreement on behalf of the DRBA.

1.1 PAYMENT TERMS AND CONNDITIONS

1(a) Vendor must submit its monthly invoice to the DRBA no later than the fifteenth day of the following month to effectuate payment in that month's payment cycle. Any invoices received after the fifteenth of the following month will be held over for the next monthly pay cycle.

3(a) Unless expressly or otherwise provided by the Authority, the Authority shall not be liable for any shipping, handling, fuel surcharges or similar fees. The Authority is generally exempt from federal, state and local taxes for purchases (Federal ID: 51-6000389). The Vendor shall not charge the Authority for any taxes in connection with the Contract to the extent permitted by law.

4(a) The DRBA has established a standard of prompt payment and makes every effort to pay all invoices within the timeframe prescribed, however the DRBA will not pay interest or any other charges associated with any payment made or received after the prescribed time.

1.32 CONFIDENTIALITY

A complete copy of the Authority's Freedom of Information Regulations can be found at www.drba.net/PressRoom.aspx .

1.34 INSURANCE COVERAGE

Before the Vendor may commence work, provide services or deliver goods, the Vendor shall obtain and provide to the Authority a certificate of insurance confirming the following minimum policy coverage as applicable:

- a. Workers' Compensation Insurance as required by the Workers' Compensation Laws of the state in which the work is being accomplished.
- b. Commercial General Liability policy with limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) products liability/completed operations aggregate and Two Million Dollars (\$2,000,000) general aggregate (applicable per job site). Products/completed operations coverage to remain in effect for not less than three (3) years after the work has been completed.
- c. Business Automobile Liability Insurance to provide the following coverage for all owned, non-owned, hired or borrowed and vehicles and registered equipment:
 - i. Bodily Injury and Property Damage Liability with a Combined Single Limit of not less than One Million Dollars (\$1,000,000) for all damages because of bodily injury and property damage suffered by one or more persons as the result of any one accident.
- d. An Umbrella or Excess Liability policy with a limit of not less than Five Million Dollars (\$5,000,000) in excess of all insurance policies as stated above.
- e. For all coverage listed above, the Authority is to be named as Additional Insured on a primary and non-contributory basis to the maximum extent permitted by law. In addition, the insurer shall waive, and the Contractor shall be responsible for confirming the insurer has waived, any right of subrogation against the Authority to the maximum extent permitted by law. The Contractor agrees to indemnify the Authority from any costs or liabilities arising in the Court if the contractor's insurer fails to waive subrogation as required under the specifications.
- f. Any deductible or retention for any coverage listed above is the responsibility of the Contractor and shall not be claimed against the Authority regardless of the cause of the loss. If the Contractor insures property such as, but not limited to equipment, tools, scaffolding, mobile equipment, or vehicles for physical damage, those policies are all to have a waiver of subrogation in favor of the Authority. Any deductible on such policies are the responsibility of the Contractor, and will not be claimed against the Authority. If any such property is self-insured, the Contractor will not claim against the Authority for any loss or damage, regardless of cause.

- g. All insurance certificates required under this Agreement shall be sent to:

Delaware River and Bay Authority
Administration Building
I-295 & New Castle Avenue
P.O. Box 71
New Castle, Delaware 19720
Attn: Procurement and Contracts Manager

1.35 DISPUTE RESOLUTION

The Vendor agrees to follow the procedure described in this Section and that any relief sought, not made pursuant to this Section, within the time limits prescribed shall be forever waived and not raised at any subsequent meeting or hearing dealing with the claim.

All claims, disputes and other matters in question between the Authority and the Vendor, arising out of or in any way relating to the Agreement or the performance or breach thereof that are not resolved by good faith negotiation between the parties within sixty (60) days after the same shall first be advised, in writing, by one party to the other, shall be subject to exclusive, final and binding resolution pursuant to the dispute resolution procedures set forth below:

Claims and disputes submitted in accordance with this Section will be first reviewed fully at the Director's level. Within thirty (30) Calendar Days after receiving the claim submittal, the Director will respond, in writing, with the Authority's decision. If additional time is required by the Authority to review the claim, the Director will notify the Vendor.

Rejection of the claim or dispute by the Director may be appealed to the Chief Information Officer for review. The Vendor shall give notice of the appeal, in writing, within ten (10) Calendar Days of the rejection by the Director. The Chief Information Officer will conduct a claim review meeting attended by representatives of the Vendor and the Authority. The Chief Information Officer will conduct the claims review meeting within forty-five (45) Calendar Days after receiving the Vendor's notice of appeal.

The Vendor may appeal the Chief Information Officer's decision by requesting, in writing, within ten (10) days of such decision, non-binding mediation with the Executive Director.

After receiving the written notification from the Vendor requesting mediation, the Executive Director will notify the Vendor, in writing, within thirty (30) Calendar Days of the receipt of the request and promptly schedule mediation. The Executive Director shall issue a written report as to the results of the mediation, regardless of the outcome, within sixty (60) Calendar Days after notification to the Vendor of the receipt of the request for mediation.

Any claim, properly presented pursuant to this Section, processed through the claims procedure and mediation with the Executive Director, in the absence of agreement by the Vendor and the Authority as to the resolution thereof, and upon the demand of either party delivered in writing to the other within thirty (30) calendar days from the date of the written report of the Executive Director shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then in effect, except as otherwise modified by this Agreement. The arbitration proceeding may involve presentation of facts or such portions thereof as have previously been presented at prior administrative proceedings held pursuant to this Section or may be based entirely upon the record, as established therein. The record established at prior administrative proceedings pursuant to this Section shall be specifically admissible at such arbitration proceedings and such facts as have been established shall be specifically binding upon the parties; with the exclusion of opinions and conclusions thereon. Such arbitration shall be specifically based upon the claim presented at prior administrative proceedings, and no material, information, fact and/or claim not presented at such proceedings held pursuant to this Section shall be admissible at any arbitration conducted pursuant to this section. The arbitrators, in their final ruling on the claim shall include a summary of the evidence, findings of fact based upon the evidence, conclusions of law and a concise statement of the relief awarded.

This provision for dispute resolution is intended as a binding agreement to arbitrate under the Delaware Uniform Arbitration Act, 10 Del. C. §§ 5701 et seq. and shall be specifically enforceable. Any award rendered in any such dispute resolution procedure shall be final and judgment may be entered upon it by a court of competent jurisdiction in accordance with applicable law.

If a claim, dispute or other matter in question (collectively, a “dispute”) shall arise under this Contract in connection with payments to be made to the Vendor hereunder, or otherwise in connection with the performance or alleged non-performance by any party of its obligations hereunder, the Vendor shall continue during the pendency of such dispute to perform its services hereunder as if no dispute shall have arisen. During the pendency of any such dispute, the Vendor shall be entitled to receive payments from the Authority only for non-disputed items and payments for disputed items shall be deferred until final resolution of the dispute.

No claim, action or proceeding shall lie or be maintained by the Vendor, its successors or assigns, or by anyone else claiming under or through the Vendor, against the Authority upon any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action or proceeding shall be commenced within one (1) year after the earlier to occur of (i) the date of final completion of the Work or (ii) the termination of this Contract. This subparagraph shall not be deemed or construed to modify any other provision hereof relating to waivers of claims by the Vendor or to extend any period of limitations otherwise provided by law.

1.49 NOTICES

All Notices to the Authority shall be addressed as follows:

Delaware River and Bay Authority
Administration Building
I-295 & New Castle Avenue
P.O. Box 71
New Castle, Delaware 19720
Attn: Chief Information Officer

With a copy to:

Delaware River and Bay Authority
Administration Building
I-295 & New Castle Avenue
P.O. Box 71
New Castle, Delaware 19720
Attn: Executive Director

1.52 GOVERNING LAW; CONSENT TO JURISDICTION

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE. THE VENDOR HEREBY IRREVOCABLY CONSENTS, FOR ITSELF AND ITS LEGAL REPRESENTATIVES, PARTNERS, MEMBERS, SUCCESSORS AND ASSIGNS, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE AND OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE FOR ALL PURPOSES IN CONNECTION WITH ANY ACTION OR PROCEEDING WHICH ARISES FROM OR RELATES TO THIS AGREEMENT HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO PERSONAL SERVICE OF SUMMONS, COMPLAINT, OR OTHER PROCESS IN CONNECTION THEREWITH, AND AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH VENDOR AND SENT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1.58 HEREOF.

LIMITATION OF LIABILITY

In no event shall the Authority be liable to Contractor for indirect, incidental, special or consequential damages under this Contract. The Authority's aggregate liability shall not exceed the value of goods delivered or services performed by Contractor and accepted by the Authority.

5.01 GENERAL INSURANCE REQUIREMENTS

(c)(ii) The DRBA shall be named as an Additional Insured on all insurance policies and coverage required pursuant to this Agreement.

10.04 DELIVERY TERMS

Unless noted otherwise on an individual Purchase Order, the DRBA's designated delivery location is as follows:

Delaware River and Bay Authority
Administration Building
I-295 & New Castle Avenue
New Castle, Delaware 19720



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Delaware River Joint Toll Bridge
Commission: Terms and Conditions

Solicitation Number 2019-IAGPA-0001



Delaware River
Joint Toll Bridge
Commission

TAB 6
GENERAL CONDITIONS

**Delaware River Joint Toll Bridge Commission
General Conditions**

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS	1
1.01 <i>Defined Terms</i>	<i>1</i>
 ARTICLE 2. PRELIMINARY MATTERS	 7
2.01 <i>Delivery of Bonds</i>	<i>7</i>
2.02 <i>Commencement of Contract Times; Notice to Proceed</i>	<i>7</i>
2.03 <i>Starting the Work.....</i>	<i>7</i>
2.04 <i>Before Starting Design:.....</i>	<i>7</i>
2.05 <i>Initial Conference.....</i>	<i>8</i>
2.06 <i>Initially Acceptable Schedules</i>	<i>8</i>
 ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	 8
3.01 <i>Intent</i>	<i>8</i>
3.02 <i>References</i>	<i>9</i>
3.03 <i>Amending and Supplementing Contract Documents.....</i>	<i>9</i>
3.04 <i>Work to Become the Property of the COMMISSION.....</i>	<i>9</i>
 ARTICLE 4. AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS CONDITIONS.....	 10
4.01 <i>Availability of Lands</i>	<i>10</i>
4.02 <i>Differing Site Conditions</i>	<i>10</i>
4.03 <i>Reference Points</i>	<i>10</i>
4.04 <i>Hazardous Conditions.....</i>	<i>11</i>
 ARTICLE 5. BONDS AND INSURANCE	 11
5.01 <i>Proposal, Performance, Payment and Other Bonds</i>	<i>11</i>
5.02 <i>Insurance Requirements.....</i>	<i>12</i>
5.03 <i>Settlement of Insurance Claims:</i>	<i>19</i>
5.04 <i>Waiver of Rights</i>	<i>19</i>
5.05 <i>Licensed Sureties and Insurers; Certificates of Insurance</i>	<i>19</i>
 ARTICLE 6. DBM TEAM's RESPONSIBILITIES.....	 19
6.01 <i>Design Professional Services, Design, Development, Integration, Installation and Testing Professional Services</i>	<i>19</i>
6.02 <i>Supervision and Superintendence of Construction</i>	<i>20</i>
6.03 <i>Supervision and Superintendence of Maintenance</i>	<i>20</i>
6.04 <i>Labor, Materials and Equipment during Construction, Installation, Testing and Maintenance.....</i>	<i>21</i>
6.05 <i>Progress Schedule</i>	<i>22</i>
6.06 <i>Concerning Subcontractors, Suppliers and Others</i>	<i>22</i>
6.07 <i>Patent Fees and Royalties.....</i>	<i>23</i>
6.08 <i>Permits</i>	<i>23</i>
6.09 <i>Laws and Regulations</i>	<i>24</i>
6.10 <i>Taxes.....</i>	<i>24</i>
6.11 <i>Use of Site and Other Areas.....</i>	<i>24</i>
6.12 <i>Record Documents, Retention and Audits</i>	<i>25</i>
6.13 <i>DBM TEAM Fiduciary Responsibilities.....</i>	<i>25</i>
6.14 <i>DBM TEAM Responsibility for Accuracy of Data.....</i>	<i>26</i>

**Delaware River Joint Toll Bridge Commission
General Conditions**

6.15	Safety and Protection	26
6.16	Safety Representative	26
6.17	Hazard Communication Programs/Protection of Public and River Environment.....	27
6.18	Emergencies.....	27
6.19	Submittals.....	27
6.20	Continuing the Work	28
6.21	DBM TEAM's General Warranty and Guarantee	28
6.22	Software Warranty.....	29
6.23	Indemnification	32
6.24	Coordination	32
ARTICLE 7. OTHER CONSTRUCTION.....		33
7.01	Related Construction at Site	33
ARTICLE 8. CHANGES IN THE WORK; CLAIMS.....		34
8.01	General--Rights and Obligations.....	34
8.02	Notice of Intent to Make Claim.....	34
8.03	Claim Documentation	34
8.04	Interpretations of the Contract Documents	34
8.05	Decisions by COMMISSION's Engineer on DBM TEAM's Claims.....	34
8.06	Dispute Resolution.....	35
8.07	Limitations on COMMISSION ENGINEER's Responsibility.....	35
8.08	Exceptions.....	35
8.09	Execution of Change Orders	35
8.10	Notice to Sureties	35
8.11	Conformance with Revenue Procedure 97-13	36
ARTICLE 9. CHANGE OF CONTRACT PRICE		36
9.01	General.....	36
9.02	Cost of the Work.....	37
9.03	Unit Prices	39
ARTICLE 10. CHANGE OF CONTRACT TIMES		39
10.01	General.....	39
10.02	Time Extensions	39
ARTICLE 11. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION		40
11.01	Defects	41
11.02	Access to Construction	41
11.03	Tests and Inspections.....	41
11.04	Uncovering Construction	41
11.05	COMMISSION May Stop the Construction	42
11.06	Correction or Removal of Defective Construction	42
11.07	Correction Period.....	42
11.08	Acceptance of Defective Construction	43
11.09	COMMISSION May Correct Defective Construction	43
ARTICLE 12. PAYMENTS TO DBM TEAM AND COMPLETION		44
12.01	Payment Schedule	44

**Delaware River Joint Toll Bridge Commission
General Conditions**

12.02	<i>Application for Progress Payment</i>	44
12.03	<i>DBM TEAM's Warranty of Title</i>	44
12.04	<i>Progress Payments</i>	44
12.05	<i>Substantial Completion</i>	45
12.06	<i>Partial Utilization</i>	45
12.07	<i>Final Inspection</i>	46
12.08	<i>Final Application for Payment for the Toll System Acquisition and Implementation Costs</i> 46	
12.09	<i>Final Payment for the Toll System Acquisition and Implementation Costs</i>	47
12.10	<i>Waiver of Claims</i>	47
 ARTICLE 13. SUSPENSION OF WORK AND TERMINATION		47
13.01	<i>COMMISSION May Suspend Work</i>	47
13.02	<i>COMMISSION May Terminate for Cause</i>	47
13.03	<i>COMMISSION May Terminate for Convenience</i>	48
 ARTICLE 14. DISPUTE RESOLUTION		49
 ARTICLE 15. LICENSE TO SOFTWARE		51
 ARTICLE 16. MISCELLANEOUS		51
16.01	<i>Giving Notice</i>	51
16.02	<i>Computation of Times</i>	52
16.03	<i>Notice of Claim</i>	52
16.04	<i>Cumulative Remedies</i>	52
16.05	<i>Survival of Obligations</i>	52
16.06	<i>Waiver of Liens</i>	53
16.07	<i>Responsibility Provisions</i>	53
16.08	<i>Uniform Construction Code</i>	53
16.09	<i>Non-Communication Order</i>	54
16.10	<i>Waivers</i>	54
16.11	<i>Forum Selection</i>	54
16.12	<i>Limitation of Actions</i>	54

Delaware River Joint Toll Bridge Commission
General Conditions

ARTICLE 1. DEFINITIONS

1.01 Defined Terms

A. Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
2. *Agreement*--The written contract between COMMISSION and DBM TEAM covering the Work and the other Contract Documents, attached to the Agreement and made a part thereof as provided therein, including, but not limited to, the Software License Agreement and Software Escrow Agreement, as the same may be amended, modified, supplemented or restated from time to time pursuant to the terms and conditions of this Agreement. The term "Agreement" and "Contract" may be used interchangeably.
3. *All Electronic Tolling*--The system of electronically collecting tolls where vehicles pass through the tolling zone at highway speeds with no option to pass through a manual toll lane.
4. *Application for Payment*--The form furnished by the COMMISSION which is to be used by DBM TEAM in requesting milestone, progress or final payments and which is to include an affidavit of the DBM TEAM that milestone or progress payments theretofore received by the COMMISSION on account of the Work have been applied by the DBM TEAM to discharge in full all of the DBM TEAM's obligations incurred in connection with the Work covered by all prior applications for payment.
5. *Approve*--The term "Approve" and its variations (e.g., "Approval") when capitalized in this Agreement refer to the COMMISSION's acceptance for its own internal purposes. The COMMISSION's Approval shall not be construed to mean the COMMISSION's endorsement or assumption of liability. No other person or entity including, without limitation, the DBM TEAM may treat or rely upon the COMMISSION's Approval in a manner inconsistent with this definition.
6. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
7. *As-Built Drawings*--The drawings prepared, signed and sealed by the DBM TEAM and submitted and Approved in writing by the COMMISSION as prepared after the completion of the Construction on the Project that illustrate the actual Construction of the Project, including, without limitation, all changes to the Work.
8. *Bonds*--The Proposal bond, performance bond, payment bond and maintenance bond attached to the Agreement and made a part thereof as provided therein and such other instruments of security which may be required by the Contract Documents.
9. *Cash Flow Projection*--A schedule prepared by DBM TEAM estimating that portion of the Contract Price to be due during each month of performance.
10. *Change Order*--A written order which is signed by Executive Director and issued by the

Delaware River Joint Toll Bridge Commission
General Conditions

COMMISSION's ENGINEER to the DBM TEAM after execution of the Contract authorizing one or more of the following: changes in the Work, adjustments in the basis of payment for the Work affected by the changes, or adjustment in the Contract Time.

11. *COMMISSION*--The Delaware River Joint Toll Bridge Commission, party to the Contract, a body corporate and politic, that was created as a bi-state agency by an agreement between the Commonwealth of Pennsylvania and the State of New Jersey executed on December 19, 1934 by the Governor of the Commonwealth of Pennsylvania and executed on December 18, 1934 by the Governor of the State of New Jersey, as thereafter supplemented, modified and amended by supplemental agreements between the Commonwealth of Pennsylvania and the State of New Jersey.

12. *COMMISSION's Consultant*--An individual or entity having a contract with COMMISSION to furnish services as COMMISSION's consultant with respect to the Project.

13. *COMMISSION's ENGINEER*--The Chief Engineer of the COMMISSION and/or its designee.

14. *COMMISSION's REPRESENTATIVE*--A person designated in writing to act as COMMISSION's representative with respect to DBM's TEAM performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define COMMISSION's policies, make decisions with respect to performance of the Work and provide such services as may be directed by the COMMISSION.

15. *Construction*--The term Construction, as used herein, shall have the same meaning as the term "Work" and the two terms may be used interchangeably.

16. *Consultant*--An individual or entity having a contractual relationship, whether direct or indirect, with the DBM TEAM for the performance of a part of the Work, including, without limitation, any Engineer or Subcontractor retained by the DBM TEAM.

17. *Contract Documents*--The Non-Collusion Affidavit, Certificate of Eligibility, Certificate of Compliance with Affirmative Action Program, Certificate of Compliance with Insurance Requirements, Proposer's Representation, Technical Requirements, Evaluation Criteria, Price Proposal Instructions, Forms, General Release and Indemnification Agreement, Confidentiality Statement, Waiver of Liens, Bonds, Instructions to Proposers, Agreement, these General Conditions, the Supplementary Conditions, Addenda (which pertain to the Contract Documents), DBM TEAM's Proposal, the Notice to Proceed, Prevailing Wage Rates, the Specifications and the Drawings together with all Work Change Directives, Change Orders, Written Amendments, and Field Orders, issued on or after the Effective Date of the Agreement. The Contract Documents also include the COMMISSION's Request for Proposals and those documents specifically identified by the COMMISSION in the Request for Proposals.

18. *Contract Price*--The moneys payable by COMMISSION to DBM TEAM for completion of the Work in accordance with the Contract Documents.

19. *Contract Times*--The numbers of days or the dates stated in the Agreement (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment

20. *Conventional Lane*--A conventional lane includes all non-ORT lanes such as Mixed Mode/Automatic, Mixed Mode, and Dedicated ETC lanes.

21. *Customer Service Center (CSC)*-- Provides customer interface for all activities that include

Delaware River Joint Toll Bridge Commission
General Conditions

account establishment, transponder issue, retail distribution, account management, problem resolution, operating call center, providing web interfaces, and audit and reconciliation.

22. *Defective*--An adjective which when modifying the term Construction refers to Construction that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to COMMISSION's final payment (unless responsibility for the protection thereof has been assumed by COMMISSION at Substantial Completion).

23. *DBM TEAM*--The person, firm, corporation or entity undertaking the execution of the Work under the terms of the Agreement and with whom COMMISSION has entered into the Agreement.

24. *Design*--All aspects of design relating to the Project as forth in additional detail in the Contract Documents, including but not limited to, RFP Tab 2, Technical Requirements.

25. *Design Professional Services*--Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as services provided by or for licensed design professionals during bidding/negotiating, Construction, Test or closeout phases.

26. *Drawings*--Those portions of the Contract Documents prepared by or for DBM TEAM and Approved by COMMISSION consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the Work.

27. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

28. *Engineer*--A duly licensed individual or entity (licensed in the state/states where the Work is being performed) designated by DBM TEAM to perform or furnish specified Design Professional Services in connection with the Work.

29. *Executive Director*--The Executive Director of the COMMISSION.

30. *Existing Toll Collection System*--The toll system currently in operation at the COMMISSION, which includes the Conventional Lanes, the ORT Lanes, the VES equipment and systems, the host system and all required interfaces to the host and NJR CSC.

31. *Field Order*--A written order issued by COMMISSION's ENGINEER or the COMMISSION Engineer's designee which clarifies or interprets the Contract Documents or orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.

32. *Final Design*--Those portions of the Contract Documents prepared by the DBM TEAM and Approved by the COMMISSION which represent one hundred percent (100%) design for the Project.

33. *Hazardous Condition*--The presence at the Site of Asbestos, lead-based paint, Hazardous Waste, PCB's, Petroleum products or Radioactive Materials in such quantities or

Delaware River Joint Toll Bridge Commission
General Conditions

circumstances that there is a danger to persons or property.

34. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903), as amended from time to time.

35. *Indemnified Parties*--The term Indemnified Parties means the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and all of their respective commissioners, directors, officers, partners, members, employees, agents, consultants, representatives, licensees, assigns and affiliates and anyone directly or indirectly employed by any of them.

36. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

37. *Liens*--Charges, security interests or encumbrances upon real property or personal property.

38. *Maintenance*--The maintenance and related services required to be furnished by the DBM TEAM pursuant to the Contract Documents.

39. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work and which may be associated with a payment.

40. *Mixed Mode Lane*--Toll lane that is capable of capable of processing tolls via ETC or MTC systems.

41. *Modification*--(a) A written amendment of the Contract Documents signed by both parties; (b) a Change Order; (c) a written clarification or interpretation issued by the COMMISSION's ENGINEER in accordance with the Contract Documents; or (d) a written order for a minor change or alteration in the Work issued by the COMMISSION's ENGINEER. A Modification may only be issued after execution of the Agreement.

42. *New Jersey Regional Customer Service Center (NJR CSC)*: The regional CSC operated by Xerox under contract with the New Jersey Turnpike Authority (NJTA), South Jersey Transportation Authority (SJTA), Delaware River Port Authority (DRPA), Burlington-Bristol Bridge Commission (BCBC) (under subcontract to the DRPA), Delaware River and Bay Authority (DRBA), and the COMMISSION.

43. *Notice of Award*--The written notice by COMMISSION to the apparent successful PROPOSER stating that upon compliance by the apparent successful PROPOSER with the conditions precedent enumerated therein and in the Contract Documents, within the time specified, COMMISSION will sign and deliver the Agreement.

44. *Notice to Proceed*--A written notice given by COMMISSION to DBM TEAM fixing the date on which the Contract Times will commence to run.

45. *Operational*--The term "Operational" refers to successful completion of the Commissioning described in RFP Tab 2, Technical Requirements for each applicable Project phase.

46. *Open Road Tolling (ORT)*--The system of electronically collecting tolls while vehicles have the option to pass through the tolling zone at highway speeds.

Delaware River Joint Toll Bridge Commission
General Conditions

47. *PCBs*--Polychlorinated biphenyls.

48. *PennDOT Publication*--Whenever a PennDOT Publication is referred to in the Contract Documents, including, without limitation, PennDOT Publication 408/2003, such reference shall refer to the applicable PennDOT Publication, as amended by the COMMISSION.

49. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

50. *Project*--The total Design, Integration, Construction, Installation, Testing and Maintenance, of which the Design, Integration, Construction, Installation, Testing and Maintenance to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

51. *Project Closeout Documentation*--The documentation which the DBM TEAM is required to provide the COMMISSION pursuant to RFP Tab 2, Technical Requirements.

52. *Project Schedule*--The document, also referred to herein as "progress schedule", which details the COMMISSION approved sequence and timing of Project milestones, events and durations as set forth in the Supplementary Conditions and in the Technical Requirements.

53. *Proposal*--The documents submitted by DBM TEAM in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

54. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.), as amended from time to time.

55. *Request for Proposals*--The documents prepared by or for COMMISSION specifying and describing COMMISSION's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

56. *Site*--Lands or other areas designated in the Contract Documents as being furnished by COMMISSION for the performance of the Construction, storage, or access.

57. *Specifications*--Those portions of the Contract Documents prepared by or for DBM TEAM and Approved by the COMMISSION consisting of written technical descriptions of materials, equipment, Construction systems, standards and workmanship as applied to the Construction and certain administrative details applicable thereto which set out or relate to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished by the DBM TEAM.

58. *Subcontractor*--A person, firm, corporation or entity other than a Supplier having a direct contract with DBM TEAM or with any other Subcontractor to supply equipment, labor and/or materials for the performance of a part of the Work.

59. *Submittal*--A written or graphic document prepared by or for DBM TEAM which is required by the Contract Documents to be submitted to COMMISSION by DBM TEAM. Submittals may include, without limitation, Drawings, Specifications, progress schedules, shop drawings, samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

Delaware River Joint Toll Bridge Commission
General Conditions

60. *Substantial Completion*--The date as certified by the COMMISSION's ENGINEER when the Construction (or a specified part) has progressed to the point where the Work required by the Contract Documents is installed and Operational, in accordance with the Contract Documents, so that the Construction (or a specified part) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Construction refer to Substantial Completion thereof. Substantial Completion is not considered achieved until Commissioning has been approved by the COMMISSION.

61. *Supplementary Conditions*--The part of the Contract Documents which supplements these General Conditions.

62. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with DBM TEAM or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by DBM TEAM or any Subcontractor.

63. *Surety*--The firm, corporation or entity which is bound with and for the DBM TEAM for acceptable performance of the Work and for the payment of all debts pertaining to the Work.

64. *System*--The combination of all components, elements, equipment, software, firmware, hardware and other items of Work provided by the DBM TEAM in order to operate the Toll System in accordance with the requirements of RFP Tab 2, Technical Requirements and Contract Documents, which is also a part of the Work.

65. *Toll System*-- The combination of all components, elements, equipment, software, firmware, hardware and other items of Work provided by the DBM TEAM in order to replace the existing toll collection system and implement the AET system in accordance with the requirements of Tab 2 Technical Requirements and Contract Documents, which is also a part of the Work.

66. *Unit Price Work*--Work to be paid for on the basis of unit prices.

67. *Violation Enforcement System (VES)*--Video or still image based system located at toll lanes used to record license plate images of selected vehicles (to be defined in the Business Rules) in video or still image form.

68. *Work*--The term Work, as used herein, includes all work which, in the judgment of the COMMISSION's ENGINEER, is necessary for completion of the construction and the Project under the Contract Documents and includes, without limitation, all plant, labor, materials, equipment, systems and software and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents. Furthermore, without limiting the generality of the foregoing, the Work includes and is the result of performing or furnishing Design Professional Services and construction required by the Contract Documents.

69. *Work Change Directive*--A written directive to DBM TEAM, issued on or after the Effective Date of the Agreement and signed by COMMISSION ordering an addition, deletion or revision in the Work, or responding to differing Site conditions under which the Work is to be performed as provided in paragraph 4.02 of these General Conditions or to emergencies under paragraph 6.18 of these General Conditions. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price

**Delaware River Joint Toll Bridge Commission
General Conditions**

or Contract Times.

70. *Written Amendment*--A written amendment of the Contract Documents, signed by COMMISSION and DBM TEAM on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly design or Construction-related aspects of the Contract Documents.

ARTICLE 2. PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When the apparent successful PROPOSER delivers three (3) executed originals of the Agreement to COMMISSION, the apparent successful PROPOSER shall also deliver to COMMISSION such Bonds as may be required to be furnished in accordance with paragraph 5.01.A. The apparent successful PROPOSER shall furnish the COMMISSION with the executed Agreement, Bonds, other Contract Documents and Certificates of Insurance within ten (10) days of the Notice of Award. Failure of the apparent successful PROPOSER to deliver the executed Agreement, Bonds, other Contract Documents, Certificates of Insurance or other documents required by the Contract Documents within the prescribed period may be just cause for the COMMISSION to declare the Proposal and any Proposal bond therefor forfeited. The COMMISSION may, in its sole discretion, award the Agreement to said apparent successful PROPOSER, following receipt of said properly executed documents.

2.02 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence on the day indicated in the Notice to Proceed.

2.03 *Starting the Work*

A. DBM TEAM shall start to perform the Work on the date when the Contract Times commence to run.

2.04 *Before Starting Design:*

A. DBM TEAM shall submit the following for review within five (5) days after commencement of the Contract Times:

1. A Project Schedule indicating the times (numbers of days or dates) for starting and completing the various phases of the Work including, without limitation, each Milestone specified in the Contract Documents; as amended, conformed and agreed-to by the COMMISSION during negotiations.
2. A schedule of required Submittals and the times for submitting, reviewing and processing each Submittal; as amended, conformed and agreed-to during negotiations.
3. The finalized payment schedule (RFP Tab 10, Exhibit 10-A), as amended and conformed and agreed-to by the COMMISSION during negotiations.
4. A preliminary Cash Flow Projection, if requested in advance by the COMMISSION.
5. Before any Work is started, DBM TEAM shall deliver certificates of insurance (and other

Delaware River Joint Toll Bridge Commission
General Conditions

evidence of insurance which the COMMISSION may reasonably request) which the DBM TEAM is required to purchase and maintain in accordance with Paragraph 5.02 of these General Conditions.

2.05 Initial Conference

A. Within seven (7) calendar days after the Contract Times start to run a conference attended by COMMISSION and DBM TEAM and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the design concepts, review submittal and Project Schedule referred to in paragraph 2.04.A, procedures for handling Submittals, processing Applications for Payment, maintaining required records, and other project management and administration matters.

2.06 Initially Acceptable Schedules

A. At the initial conference the COMMISSION and DBM TEAM will review the detail and acceptability of the Project Schedule submitted in accordance with paragraph 2.04.A. Notwithstanding the foregoing the DBM TEAM shall make no changes to milestones that are inconsistent with the previously agreed to Project Schedule or milestones set forth in the RFP. The COMMISSION shall have seven (7) calendar days following the conference to review and comment on the submitted schedule. The DBM TEAM shall have an additional seven (7) calendar days to make corrections and adjustments and to complete and resubmit the schedule. No progress payment associated with the delivery of the schedule or payment for any subsequent milestones shall be made to DBM TEAM until the schedule is submitted to and Approved by COMMISSION as provided below. The Project Schedule shall provide an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Approval by the COMMISSION will neither impose on the COMMISSION responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the DBM TEAM from DBM TEAM's full responsibility therefor. The format and structure of the Progress Schedule will be as set forth in the Contract Documents. COMMISSION's Approval shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. DBM TEAM's schedule of Submittals must be Approved by COMMISSION as providing a workable arrangement for reviewing and processing the required Submittals. DBM TEAM's Payment Schedule, and Cash Flow Projection (if cash flow projection is required) must be Approved by the COMMISSION in writing as to form and substance.

ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents comprise the entire agreement between COMMISSION and DBM TEAM concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

B. Addenda shall only amend the terms and conditions of the other Contract Documents to the extent that the Addenda identify the specific section or portion of the Contract Documents that are amended.

Delaware River Joint Toll Bridge Commission
General Conditions

C. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or Construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.

D. Each and every Law and Regulation applicable to the Project and the Work required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though it were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Contract Documents shall forthwith be altered to make such insertion.

3.02 *References*

A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.

3.03 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. COMMISSION's Approval of required Submittals (pursuant to paragraph 6.19);
2. A Work Change Directive;
3. A Change Order;
4. A formal Written Amendment; or
5. A Field Order.

3.04 *Work to Become the Property of the COMMISSION*

A. All notes, Designs, Drawings, Specifications, manuals and other technical data of the DBM TEAM, as well as job related records and other data including, without limitation, electronic data, concerning the Work performed under this Agreement shall become the property of the COMMISSION and the COMMISSION shall have the right to use all or any part thereof for any purpose, including, without limitation, the Construction, supervision, design, Operations or Maintenance of the Toll System, without additional cost to the COMMISSION. All of the foregoing items shall be delivered to the COMMISSION whenever requested by it, and, in any event upon the earlier of completion of the Work hereunder or termination of the Contract Documents.

**Delaware River Joint Toll Bridge Commission
General Conditions**

**ARTICLE 4. AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS;
REFERENCE POINTS; HAZARDOUS CONDITIONS**

4.01 *Availability of Lands*

A. The DBM TEAM may need to provide additional lands for access, temporary construction facilities or storage of materials and equipment. It is the DBM TEAM's responsibility to obtain all necessary temporary easements for the Project. The DBM TEAM shall not utilize any lands until DBM TEAM shall place on file with the COMMISSION a written agreement, executed by the property owner and the DBM TEAM, which shall clearly state the terms and conditions under which the DBM TEAM has obtained permission or right to such use. Filing of such agreement with the COMMISSION shall not effect or imply enforcement of agreement terms and conditions by the COMMISSION. In the event that DBM TEAM is unable to acquire a necessary temporary easement, or if a permanent easement is required, the DBM TEAM shall communicate this need in writing to the COMMISSION. The COMMISSION shall be responsible for acquiring any permanent easements for the Project.

4.02 *Differing Site Conditions*

A. During the progress of the Work, if subsurface or latent physical conditions, differing materially from those indicated, are encountered at the Site, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are encountered at the Site, the party discovering such conditions is responsible for promptly notifying the other party, in writing, of the specific differing conditions, before the Site is disturbed and before the affected work is performed.

B. Upon written notification, the COMMISSION's ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the Contract Price or Contract Times required for the performance of any Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made as specified in Article 9 of these General Conditions. The COMMISSION's ENGINEER will notify the DBM TEAM of the determination on whether or not an adjustment of the Contract Price of Contract Times is warranted and the COMMISSION's ENGINEER's determination shall be final and binding on the DBM TEAM.

C. No contract adjustment which results in a benefit to the DBM TEAM will be allowed unless the DBM TEAM has provided the required written notice.

D. No contract adjustment will be allowed under this section for any effects caused on unchanged Work.

E. The provisions of paragraph 4.02 are not intended to apply to materials uncovered or revealed at the Site which are or could be a Hazardous Condition.

4.03 *Reference Points*

A. DBM TEAM shall be responsible for laying out the Construction and shall protect and preserve the reference points and property monuments established by COMMISSION and shall make no changes or relocations without the prior written direction of COMMISSION. DBM TEAM shall report to COMMISSION whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in

**Delaware River Joint Toll Bridge Commission
General Conditions**

grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Hazardous Conditions

A. COMMISSION will be responsible for any Hazardous Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. COMMISSION shall not be responsible for materials creating a Hazardous Condition brought to the Site by DBM TEAM, Subcontractors, Suppliers or anyone else for whom DBM TEAM is responsible.

B. In the event a Hazardous Condition is identified DBM TEAM and any affected Subcontractor shall immediately (i) stop all Construction in connection with such Hazardous Condition and in any area affected thereby (except in an emergency as required by paragraph 6.18), and (ii) notify COMMISSION (and thereafter confirm such notice in writing). COMMISSION shall notify DBM TEAM when such Hazardous Condition is removed or appropriately mitigated or contained. If COMMISSION and DBM TEAM cannot agree as to entitlement to or the extent of an adjustment, if any, in Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed by DBM TEAM to be resumed, the DBM TEAM's sole remedy, if any, is to request an extension of the Contract Times in accordance with Article 10. Notwithstanding the foregoing, the DBM TEAM shall not be entitled to avail itself of the remedies set forth in this Paragraph 4.04 in the event that the materials uncovered or revealed at the Site are identified in the Contract Documents.

ARTICLE 5. BONDS AND INSURANCE

5.01 Proposal, Performance, Payment and Other Bonds

A. Performance and Payment Bond – DBM TEAM shall furnish performance and payment bonds, each in an amount equal to the Contract Price for the Toll System Acquisition and Implementation as security for the faithful performance and payment of all DBM TEAM's obligations to furnish, provide and pay for Design, Construction, and related materials under the Contract Documents. The performance and payment bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. DBM TEAM shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by a Surety registered in the Commonwealth of Pennsylvania and the State of New Jersey. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act, and shall be on the form attached to the Agreement.

B. Maintenance Bond – DBM TEAM shall furnish a Maintenance Bond at the earlier of Approval of the Operational Test for Phase 2 or upon the COMMISSION's Approval of the Commissioning. The Maintenance Bond shall be in the amount of 100% of the annual value of the Maintenance portions of the Contract, such Maintenance Bond to be renewed annually for the duration of the Maintenance portion of the Contract. The Maintenance Bond signed by an agent must be accompanied by a certified copy of such agent's authority to act, and shall be on the form attached to the Agreement.

Delaware River Joint Toll Bridge Commission
General Conditions

C. If the Surety on any Bond furnished by DBM TEAM is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.A, DBM TEAM shall within thirty days thereafter substitute another Bond and Surety meeting the requirements of paragraphs 5.01 and 5.04.

D. The insurance carriers from whom the DBM TEAM has purchased Bonds must be listed in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in current Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department and the amount of said Bonds in question must not exceed the acceptable limit therein recommended for such Bonds.

5.02 Insurance Requirements

NOTE TO CONTRACTORS: CONTRACTORS ARE REQUIRED TO SUBMIT A SIGNED AND NOTARIZED LETTER FROM THEIR INSURANCE BROKER/AGENT STATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS AS NOTED UNDER THE "CERTIFICATE OF INSURANCE" HEADING OF THESE INSURANCE REQUIREMENTS.

Insurance:

Prior to commencement of any work under the Contract and until final completion and final payment is made for the work under the Contract (unless otherwise stated herein), Contractor (hereinafter the "Covered Party") shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the Commission Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the Commission is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the Commission's willingness to enter into the Contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the Commission from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party's obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the Commission, as such requirement may be set forth in the Contract.

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee

Delaware River Joint Toll Bridge Commission
General Conditions

- Bodily Injury by Disease: \$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law (*PA only*).
 - d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
- 2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years following the final completion of the Contract.
 - c) The General Aggregate Limit must apply on a per location/per project basis.
 - d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements below).
 - e) Policy must include endorsement CG 22 79 Exclusion-Contractors-Professional Liability (only applicable to design-build contracts procured in accordance with PennDOT Publication 448 and construction contracts where a licensed P.E. is required to be utilized by the Covered Party).
 - f) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
- 3. Automobile Liability including Physical Damage:

Coverage to include:

 - a) Per Accident Combined Single Limit \$1,000,000
 - b) All Owned, Hired and Non-Owned Vehicles
 - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - d) Physical Damage Coverage must be included or self-insured as the Commission is not responsible for any property damage to the Covered Party's vehicles.
- 4. Commercial Excess/Umbrella Liability:
 - a) Occurrence Limit: \$5,000,000
 - b) Aggregate Limit (where applicable): \$5,000,000
 - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
 - d) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
 - e) The Commercial Excess/Umbrella Liability Policy shall be following form.

**Delaware River Joint Toll Bridge Commission
General Conditions**

5. Property of Covered Party:

All property, including, but not limited to, tools and equipment, that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The Commission assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party, including, but not limited to, tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by the Covered Party as any partial payments made to the Covered Party are deemed to be payment for such materials. Proof of coverage, including the transportation risk, with applicable limits of insurance may be required by the Commission to be reflected on a Certificate of Insurance. The transportation risk must be included.

ADDITIONAL COVERAGES AS NEEDED:

6. Professional Liability Coverage:

The following minimum Limit of Insurance shall be required:

a) Engineering Design Consultants - \$1,000,000 Per Occurrence/Per Claim

Policy terms and conditions shall include, without limitation, the following:

i) The policy shall contain no coverage exclusion for claims arising out of pollution conditions or environmental damage under this Contract, or the Contractor, its subcontractors, subconsultants, and/or agents rendering of, or failure to perform, professional services under this Contract and the absence of such coverage exclusion shall be denoted on the Covered Party's Certificate of Insurance.

ii) In addition, the policy shall contain no coverage exclusions for claims arising out of mold, asbestos or silica under this Contract or as a result of the Contractor, its subcontractors, subconsultants, and/or agents performance or failure to perform under this Contract and the absence of such coverage exclusion shall be denoted on the Covered Party's Certificate of Insurance.

iii) Furthermore, the policy shall contain no coverage exclusions for claims arising out of the means and methods of construction and the absence of such coverage exclusion shall be denoted on the Covered Party's Certificate of Insurance.

7. Pollution/Environmental Impairment Liability Coverage:

The following insurance shall be required for Contracts that involve the removal, transportation and/or disposal of hazardous materials:

a) Limits of Insurance:

Delaware River Joint Toll Bridge Commission
General Conditions

\$2,000,000 Per Occurrence/Per Claim

\$4,000,000 Per Occurrence/Per Claim – Policy Aggregate

- b) Claims Made coverage must be maintained for a period of at least three (3) years following the final completion of the Contract.
- c) The Commission, the Commonwealth of Pennsylvania and the State of New Jersey shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 - 1. Bodily injury and property damage to third parties
 - 2. Natural resource damages
 - 3. Pollution clean-up costs, including restoration or replacement costs
 - 4. Defense costs
 - 5. Fines, penalties and punitive damages
 - 6. Transportation of waste material by or on behalf of the Covered Party
 - 7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
 - 8. Contractual Liability Coverage
 - 9. Lead, Silica, Asbestos and Mold Coverages
 - 10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the Commission or third parties.

All disposal facilities shall provide the Commission upon request and the Covered Party with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$2,000,000 Per Occurrence/Per Claim, which covers all claims arising from the disposal facilities' handling and storage of hazardous materials. Pollution liability insurance for the transportation of the hazardous material shall be carried by the transporter with limits not less than \$2,000,000 Per Occurrence/Per Claim.

Delaware River Joint Toll Bridge Commission
General Conditions

8. Watercraft Liability Insurance:

For those Covered Parties using WATERCRAFT, the following additional requirements apply:

The Covered Party shall procure and maintain during the term of this Contract, at their own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied, either by separate policy or endorsement on the General Liability Policy.

Rigger's Liability Limit: \$2,000,000 Per Occurrence

10. Railroad Protective Liability Insurance:

Where construction is to be conducted within 50 feet of the railroad, the Covered Party shall be responsible to purchase Railroad Protective Liability coverage.

Deductibles and Self Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. The Commission will not accept any self insured retentions on the Covered Party's General Liability Insurance policy. However, on all other lines of insurance the Covered Party and/or its subcontractor, sub-subcontractor and agents shall not have a self insured retention greater than \$50,000 without the prior written approval of the Commission, which approval shall be requested by the Covered Party no later than fifteen (15) days prior to the submission of its bid.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A-(Excellent); VII or better.

The Covered Party must notify the Commission of any change in the financial rating of its insurance carriers.

Delaware River Joint Toll Bridge Commission
General Conditions

Primary Additional Insureds:

The Certificate of Insurance is to name the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as ADDITIONAL INSUREDS on the General Liability, Automobile Liability and Excess/Umbrella Liability Coverages, *and other liability coverages where applicable.*

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 **and** ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the Commission, the Commonwealth of Pennsylvania and the State of New Jersey as Additional Insureds for at least three (3) years following the final completion of the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

Covered Party shall provide the Commission at least thirty (30) days' prior written notice in the event of cancellation, non renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the Commission and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years following the

Delaware River Joint Toll Bridge Commission
General Conditions

final completion of the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Covered Party shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Covered Party's Insurance Representative:

The Covered Party WARRANTS that this Contract has been thoroughly reviewed by the Covered Party's insurance agent(s)/broker(s), who have been instructed by the Covered Party to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their subcontractors.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

Certificate of Insurance:

The Covered Party shall submit with its bid, a signed and notarized letter from and on the Covered Party's insurance broker's/agent's letterhead stating that the insurance broker/agent and Covered Party will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the Commission making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the Commission that shall be subject to the Commission's approval of adequacy of protection and the satisfactory character of the insurer. The Commission has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be mailed to the Commission within five (5) days of receipt of the Notice of Award, to the attention of the Chief Engineer, at 110 Wood and Grove Streets, Morrisville, Pennsylvania 19067, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party's direction to commence work.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of the Covered Party executed the same by affixing a signature hereto.

**Delaware River Joint Toll Bridge Commission
General Conditions**

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Commission shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the Commission immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the Commission.

5.03 Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the Commission with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the Commission and the insurance company in writing, of any written or oral notification of an alleged claim.

5.04 Waiver of Rights

A. The COMMISSION and DBM TEAM intend that all policies purchased in accordance with Paragraph 5.02 of these General Conditions will protect the COMMISSION, DBM TEAM, COMMISSION's ENGINEER, Subcontractors, and all other individuals or entities indicated in the Contract Documents to be listed as insured or additional insured in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder. DBM TEAM waives all rights against the Indemnified Parties for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work.

5.05 Licensed Sureties and Insurers; Certificates of Insurance

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by DBM TEAM shall be obtained from Surety or insurance companies that are duly licensed or authorized in the jurisdictions in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such Surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents.

B. DBM TEAM shall deliver to COMMISSION, with copies to each additional insured indicated in the Contract Documents, certificates of insurance (and other evidence of insurance requested by COMMISSION or any other additional insured) which DBM TEAM is required to purchase and maintain in accordance with paragraph 5.02.

ARTICLE 6. DBM TEAM's RESPONSIBILITIES

6.01 Design Professional Services, Design, Development, Integration, Installation and Testing

Delaware River Joint Toll Bridge Commission
General Conditions

Professional Services

A. Standard of Care: DBM TEAM shall perform or furnish Design Professional Services Design, development, integration, installation and testing and related services in all phases of the Project. The standard of care for all such services performed or furnished under the Contract Documents will be the care and skill ordinarily used by members of the engineering, computer and systems design, toll system integration, or other applicable profession.

B. Design, Design Professional Services and development, integration, installation and testing shall be performed in accordance with the standards and requirements and Milestones detailed in RFP Tab 2, Technical Requirements.

C. Operational Test: After all Mixed Mode Lanes and ORT Lanes have been opened to live traffic, and the Toll Host has been commissioned, each will be observed in live operations as an operational test. Separate Operational Tests for each system will be conducted as detailed in RFP Tab 2, Technical Requirements. Tests may be concurrent or staggered, as may directed by the COMMISSION. After the AET Lanes at Scudder Falls Bridge have been opened to live traffic in the interim configuration, the AET system will be observed in live operations as an operational test. Operational Tests shall be conducted for the time period set forth in paragraph 5.5 of the RFP Tab 2, Technical Requirements, and in both of the above cases, until such time as the performance criteria identified in RFP TAB 2, Technical Requirements are met. During the Operational Test, DBM TEAM shall refine, tune, optimize and adjust any equipment hardware, software or subsystem to meet the detailed functional requirements identified in the Technical Requirements until such time as the system meets the stated requirements for the defined period.

D. Approval of the DBM TEAM's Design documents, Drawings and Specifications by the COMMISSION shall be deemed to be Approval of the concept though not the means, techniques or particular material recommended by the DBM TEAM. The DBM TEAM acknowledges that the COMMISSION and the COMMISSION'S representatives do not assume the responsibility of, or liability for, reviewing the DBM TEAM's Design documents, Drawings or Specifications for errors, omissions and/or inconsistencies.

6.02 *Supervision and Superintendence of Construction*

A. DBM TEAM shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. DBM TEAM shall be solely responsible for the means, methods, techniques, sequences and procedures employed for the provision of Construction. DBM TEAM shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep COMMISSION advised as to the quality and progress of the Construction.

B. DBM TEAM shall keep on the Site at all times during Construction a competent resident superintendent, who shall not be replaced without written notice to COMMISSION except under extraordinary circumstances. The superintendent will be DBM TEAM's representative at the Site and shall have authority to act on behalf of DBM TEAM. All communications to the superintendent shall be as binding as if given to DBM TEAM.

6.03 *Supervision and Superintendence of Maintenance*

A. DBM TEAM shall assume responsibility for all Maintenance, as detailed in RFP Tab

Delaware River Joint Toll Bridge Commission
General Conditions

2, Technical Requirements. All policy decisions regarding the Toll System and the Existing Toll System Maintenance shall rest with the COMMISSION.

B. DBM TEAM shall supervise, inspect and direct the Maintenance competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Maintenance in accordance with the Contract Documents. DBM TEAM shall be solely responsible for the means, methods, techniques, sequences and procedures employed for the provision of Maintenance. DBM TEAM shall be responsible to see that the Maintenance complies accurately with the Contract Documents and shall keep COMMISSION advised as to the quality and progress of the Maintenance.

C. DBM TEAM shall keep on Site at all times during the Maintenance period, designated required supervisory and management personnel for Maintenance, who shall not be replaced without written notice to COMMISSION except under extraordinary circumstances. The supervisory and management personnel will be DBM TEAM's representative at the Site and shall have authority to act on behalf of DBM TEAM. All communications to the supervisory and management personnel shall be as binding as if given to DBM TEAM.

6.04 Labor, Materials and Equipment during Construction, Installation, Testing and Maintenance

A. DBM TEAM shall provide competent, suitably qualified personnel to survey and lay out the Construction and perform Construction as required by the Contract Documents. DBM TEAM shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and DBM TEAM will not permit overtime work or the performance of Construction on Saturday, Sunday or any legal holiday without COMMISSION's written consent, which will not be unreasonably withheld.

B. The DBM TEAM shall employ only competent and skilled people to perform the Work. Whenever the COMMISSION shall notify the DBM TEAM that, in the COMMISSION's opinion any person is incompetent, or otherwise unsatisfactory, such person shall be immediately discharged from the Work and shall not again be employed at the Work Site, except with the prior written consent of the COMMISSION.

C. Unless otherwise specified in the Contract Documents, DBM TEAM shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. DBM TEAM, in the presence of COMMISSION's personnel, will direct the checkout of utilities and operations of systems and equipment.

D. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of COMMISSION. If required by COMMISSION, DBM TEAM shall furnish satisfactory evidence (including, without limitation, reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, manufacturer, fabricator or processor, except as otherwise

Delaware River Joint Toll Bridge Commission
General Conditions

provided in the Contract Documents.

6.05 Progress Schedule

A. DBM TEAM shall adhere to the progress schedule established in accordance with paragraph 2.06.A as it may be adjusted from time to time.

1. DBM TEAM shall submit to COMMISSION for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.
2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 10. Such adjustments may only be made by a Change Order or Written Amendment.

6.06 Concerning Subcontractors, Suppliers and Others

A. DBM TEAM shall not employ any Subcontractor, Supplier or other individual or entity against whom COMMISSION may have reasonable objection. DBM TEAM shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom DBM TEAM has reasonable objection. In the event that the DBM TEAM decides to retain an additional Subcontractor during the course of the Project, the DBM TEAM shall submit to the COMMISSION prior to retaining such Subcontractor, the Subcontractor's name and other persons and organizations (including, without limitation, those who are to furnish the principal items of material and equipment) proposed by the DBM TEAM. In addition, the DBM TEAM shall submit to the COMMISSION an experience statement for such Subcontractor with pertinent information as to similar projects and other evidence of qualification for such Subcontractor, person, and organization. The COMMISSION shall have the right to object to such Subcontractor, person or organization and in such case the DBM TEAM shall retain a substitute Subcontractor, person or organization, acceptable to the COMMISSION, without an increase in the Contract Price. Notwithstanding the foregoing, acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the COMMISSION or the COMMISSION's ENGINEER to reject Defective Work, material or equipment or Work, material or equipment not in conformance with the requirements of the Contract Documents.

B. DBM TEAM shall be fully responsible to COMMISSION for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with DBM TEAM. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other individual or entity any contractual relationship between COMMISSION and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of COMMISSION to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other individual or entity except as may otherwise be required by Laws and Regulations.

C. DBM TEAM shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with DBM TEAM. DBM TEAM shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the COMMISSION through DBM TEAM.

Delaware River Joint Toll Bridge Commission
General Conditions

D. All services performed or provided to and material and equipment supplied to DBM TEAM by a Subcontractor or Supplier will be pursuant to an appropriate subagreement between DBM TEAM and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of COMMISSION. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.02, the agreement between the DBM TEAM and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against COMMISSION, DBM TEAM, COMMISSION's Consultants and all other additional insureds for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, DBM TEAM will obtain the same.

E. DBM TEAM agrees to bind its Consultants to the applicable terms and conditions of the Contract Documents for the benefit of the COMMISSION. Every Consultant by undertaking to perform any of the Work, will thereby be deemed to be bound by such terms and conditions. DBM TEAM shall be solely responsible for making sure its Consultants comply with all terms and conditions of the Contract Documents to the same extent that the DBM TEAM is required to comply with the Contract Documents. Notwithstanding the foregoing, the DBM TEAM's Consultants are not third party beneficiaries to the Contract Documents. Hence, the COMMISSION will not be a party to disputes or actions brought by any third party, including, without limitation, the DBM TEAM's Consultants.

6.07 *Patent Fees and Royalties*

A. DBM TEAM shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. To the fullest extent permitted by Laws and Regulations, DBM TEAM shall indemnify and hold harmless the Indemnified Parties, from and against all claims, costs, losses and damages (including, but not limited, to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device.

B. In the event that the COMMISSION's use of goods or services provided under the Contract Documents are enjoined as a result of any such suit or proceeding, or if, in the opinion of the DBM TEAM, the goods or services are likely to become the subject of any such claim, suit or proceeding, DBM TEAM, at its option and expense, may undertake any of the following actions:

1. Procure for the COMMISSION the right to continue using such goods or services at no additional cost to the COMMISSION; or
2. Replace the goods or services with non-infringing goods or services or modify the goods or services so that the use thereof becomes non-infringing provided that any such replacement or modification continues to meet contract performance requirements.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, DBM TEAM shall directly or

Delaware River Joint Toll Bridge Commission
General Conditions

through one or more Subcontractors obtain any applicable permits and licenses and the COMMISSION shall pay for such applicable permits and license fees at cost and without markup. COMMISSION shall assist DBM TEAM, when necessary, in obtaining such permits and licenses. Notwithstanding the foregoing, the DBM TEAM shall pay all governmental charges and inspection fees necessary for the prosecution of the Construction, which are applicable on the last day for receipt of Proposals. DBM TEAM shall pay all charges of utility owners for connections to the Work, and COMMISSION shall pay all charges of such utility owners for capital costs related thereto. No overhead/profit amounts on these fees will apply.

6.09 *Laws and Regulations*

A. DBM TEAM shall give all notices and comply with all Laws and Regulations of the place of the Project which are applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, COMMISSION shall not be responsible for monitoring DBM TEAM's compliance with any Laws or Regulations.

B. If DBM TEAM performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, DBM TEAM shall bear all costs arising therefrom, including but not limited to the initial work and all corrective work.

6.10 *Taxes*

A. The COMMISSION is a bi-state entity existing in both the Commonwealth of Pennsylvania and the State of New Jersey. DBM TEAM shall pay all sales, consumer, use, gross receipts and other similar taxes required to be paid by DBM TEAM in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. If any sales or use tax exemption is available for the Project, the COMMISSION agrees to provide the DBM TEAM with the necessary documentation to obtain any such tax exemption. The DBM TEAM is responsible to make any necessary inquiries and investigations with the regulating state agencies to obtain a determination of equipment and services which are tax exempt for this Project and shall reflect any tax exemptions in its Proposal.

B. Furthermore, the DBM TEAM agrees to assign and transfer to the COMMISSION all of its rights to sales and use tax which may be refunded as a result of a claim for refund for materials and/or equipment purchased for the Project. The DBM TEAM further agrees that it will not file a claim for refund for any sales or use tax which is the subject of this assignment. This assignment will include, without limitation, any tax erroneously paid by the DBM TEAM. Further, the DBM TEAM agrees to execute all such documents as may be necessary to effectuate such an assignment.

6.11 *Use of Site and Other Areas*

A. DBM TEAM shall confine Construction equipment, the storage of materials and equipment and the operations of Construction workers to those lands and areas permitted by the COMMISSION and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with Construction equipment or other materials or equipment. DBM TEAM shall assume full responsibility for any damage to any such land or area, or to the COMMISSION or occupant thereof or of any adjacent land or areas, resulting from the performance of the Construction.

Should any claim be made by any such COMMISSION or occupant because of the

Delaware River Joint Toll Bridge Commission
General Conditions

performance of the Construction, DBM TEAM shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. DBM TEAM shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless the Indemnified Parties from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim or action, legal or equitable, brought by any such COMMISSION or occupant against COMMISSION, or any other party indemnified hereunder to the extent caused by or based upon DBM TEAM's performance of the Construction.

B. During the performance of the Construction, DBM TEAM shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Construction. At the completion of the Construction DBM TEAM shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, temporary construction and machinery and surplus materials. DBM TEAM shall leave the Site clean and ready for occupancy by COMMISSION at Substantial Completion. DBM TEAM shall restore to original condition all property not designated for alteration by the Contract Documents.

C. DBM TEAM shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall DBM TEAM subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents, Retention and Audits*

A. DBM TEAM shall maintain in a safe place at the Site at least one record copy of all Drawings, Specifications, Addenda, Written Amendments, Modifications, Change Orders, Field Orders and Work Change Directives, in good order and annotated to show all changes made during Construction. These record documents together with all approved Submittals will be available to COMMISSION for reference. Upon completion of the Work, these record documents and Submittals, including, without limitation, a reproducible set of record drawings, will be delivered to COMMISSION. Submission of documents, including as-built documents, shall be in accordance with the requirements set forth in the Technical Requirements.

6.13 *DBM TEAM Fiduciary Responsibilities*

A. DBM TEAM shall accurately maintain all information related to the Contract and Work in accordance with best industry practices and generally accepted accounting principles.

B. DBM TEAM shall, during the course of the Agreement and for five (5) years after final payment, maintain intact and readily accessible all Project books, accounts, data, documents, reports, records, contracts, and supporting materials (hereinafter, "Project Records") relating to the Contract as provided below. Project Records shall be maintained in accordance with best project management practices and generally accepted accounting principles.

C. DBM TEAM shall permit the COMMISSION or their authorized representatives, to inspect, examine and copy the Project Records at any reasonable time for the purpose of auditing and verifying statements, invoices or bills submitted by DBM TEAM pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of

Delaware River Joint Toll Bridge Commission
General Conditions

such inspection. The COMMISSION further reserves the right to examine, and re-examine said Project Records during the five (5) year period following the final payment under this Agreement and when all pending matters are closed. DBM TEAM shall in no event dispose of, destroy, alter or mutilate said books, records, accounts and data in any manner whatsoever for five years after the final payment of this Contract and all pending matters are closed. DBM TEAM shall require each Subcontractor to permit the COMMISSION or their duly authorized representative to inspect all Project Records maintained by each Subcontractor and to audit the Project Records maintained by each Subcontractor.

6.14 DBM TEAM Responsibility for Accuracy of Data

A. DBM TEAM acknowledges and understands that the data and/or information it collects and/or provides to the COMMISSION will be relied upon by the COMMISSION and other persons or entities that are now or will in the future be under agreement with the COMMISSION. Should information derived and provided by DBM TEAM be inaccurate and cause the COMMISSION to incur damages or additional expenses, the COMMISSION shall notify DBM TEAM and DBM TEAM shall immediately place any applicable insurance carrier on notice of a potential claim.

6.15 Safety and Protection

A. DBM TEAM shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Construction. DBM TEAM shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (1) All persons on the Site or who may be affected by the Construction;
- (2) All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- (3) Other property at the Site or adjacent thereto, including, without limitation, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

B. DBM TEAM shall comply with applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss including, without limitation, the Occupational Safety and Health Act of 1970 (29 U.S.C. Section 651, et. seq.); and the DBM TEAM shall erect and maintain all necessary safeguards for such safety and protection. DBM TEAM shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by DBM TEAM, Subcontractor, Supplier or any other individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by DBM TEAM. DBM TEAM's duties and responsibilities for safety and for protection of the Construction shall continue until such time as all the Work is completed and COMMISSION has issued a notice to DBM TEAM in accordance with paragraph 12.09 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.16 Safety Representative

A. DBM TEAM shall designate a qualified and experienced safety representative at the

Delaware River Joint Toll Bridge Commission
General Conditions

Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.17 Hazard Communication Programs/Protection of Public and River Environment

A. DBM TEAM shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

B. DBM TEAM shall provide and use every means and take all necessary precautions to protect motor vehicles, motorists, pedestrians, rail traffic and other traffic in or near the Work Sites, from injury and damage during the Construction of the Project. The DBM TEAM agrees to indemnify, defend and hold harmless the Indemnified Parties from and against, and shall reimburse the Indemnified Parties for, any and all liabilities, losses, claims, damages, expenses (including, without limitation, costs of investigation and defense and attorneys fees and expenses) arising out of or in any manner connected with the DBM TEAM's neglect to observe and implement all such necessary precautions

C. DBM TEAM shall take every precaution to preclude tools, materials and debris from falling into the Delaware River and such precautions shall include, without limitation, placing catch pans under all machinery on a bridge.

6.18 Emergencies

A. In emergencies affecting the safety or protection of persons or the Construction or property at the Site or adjacent thereto, DBM TEAM, without special instruction or authorization from COMMISSION, is obligated to act to prevent threatened damage, injury or loss. DBM TEAM shall give COMMISSION prompt written notice if DBM TEAM believes that any significant changes in the Construction or variations from the Contract Documents have been caused thereby. If a change in the Contract Documents is required because of the action taken by DBM TEAM in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.19 Submittals

A. COMMISSION will review and Approve Submittals in accordance with the schedule of required Submittals accepted by COMMISSION as required by paragraph 2.06.A. COMMISSION's review and Approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. COMMISSION's review and Approval will not extend to means, methods, techniques, sequences or procedures of Construction (except where a particular means, method, technique, sequence or procedure of Construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and Approval of a separate item as such will not indicate Approval of the assembly in which the item functions. DBM TEAM shall make corrections required by COMMISSION, and shall return the required number of corrected copies of the required Submittal for review and Approval. DBM TEAM shall direct specific attention in writing to revisions other than the corrections called for by COMMISSION on previous Submittals.

B. COMMISSION's review and Approval of required Submittals shall not relieve DBM

Delaware River Joint Toll Bridge Commission
General Conditions

TEAM from responsibility for any variation from the requirements of the Contract Documents unless DBM TEAM has in writing called COMMISSION's attention to each such variation at the time of submission and COMMISSION has given written Approval of each such variation by specific written notation thereof incorporated in or accompanying the Submittal.

C. Where a Submittal is required by the Contract Documents or the final schedule of Submittals accepted by COMMISSION as required by paragraph 2.06.A, any related Construction provided prior to COMMISSION's review and Approval of the pertinent Submittal will be at the sole expense and responsibility of DBM TEAM.

6.20 Continuing the Work

A. DBM TEAM shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with COMMISSION. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as DBM TEAM and COMMISSION may otherwise agree in writing.

6.21 DBM TEAM's General Warranty and Guarantee

A. DBM TEAM warrants and guarantees to COMMISSION that all Construction, Installations and Operations and Maintenance will be in accordance with the Contract Documents and will not be Defective.

B. DBM TEAM's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of DBM TEAM's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by COMMISSION;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by COMMISSION;
5. Any acceptance by COMMISSION or any failure to do so;
6. Any review and Approval of a Submittal;
7. Any inspection, test or approval by others; or
8. Any correction of Defective Construction by COMMISSION

C. The DBM TEAM's warranties under this Section shall be in effect for one year from the date of successful completion of the Operational Tests set forth in Paragraph 6.01(c), unless identified as extended items such as server equipment. Warranty for the equipment for each Phase shall not commence until that Phase has been accepted by the COMMISSION. These warranty terms shall be extended for any period that Work done or equipment installed cannot be used for the purpose intended as a result of the discrepancy or defect, including any extensions of warranty provided as a result of the failure of the equipment to perform at the required standards, in accordance with the RFP Tab 2, Technical Requirements. DBM TEAM hereby warrants that equipment furnished shall meet or exceed performance requirements set forth in the Contract Documents. The DBM TEAM

**Delaware River Joint Toll Bridge Commission
General Conditions**

warranties for patent and title shall be perpetual.

D. DBM TEAM warrants that all system software and applications will be free from reproducible defects that vary from the RFP Tab 2, Technical Requirements.

E. The COMMISSION shall notify the DBM TEAM in writing, or by telephone or fax confirmed in writing, after discovery of a discrepancy or defect covered by the warranties set forth herein. DBM TEAM's warranty responsibilities hereunder shall be contingent upon the COMMISSION providing such notice within the warranty period, except that if such discrepancy or defect is one of which DBM TEAM knew or should have known, as a result of its Construction and Maintenance responsibilities under the Agreement, such notice shall be deemed given. As soon as practicable, and in any event within ten (10) days after receiving the COMMISSION's notice, the DBM TEAM shall propose a recommended method of correcting the discrepancy or defect that meets all requirements of the Contract Documents and involves the least loss of operating time or efficiency.

F. If the COMMISSION determines that it would be inefficient or impractical for the DBM TEAM to perform the corrective work, or that the DBM TEAM is unwilling or unable, for whatever reason, to perform the corrective work in the manner or within the time required by the Contract Documents, the COMMISSION reserves the right to perform the corrective work itself or to select another firm or entity to perform the corrective work. If such corrective work by the COMMISSION, or another firm or entity occurs because DBM TEAM is unwilling or unable to perform the Work in accordance with the Contract Documents, such corrective work shall be at DBM TEAM's expense. The party performing such corrective work shall warrant the corrective work performed directly to the COMMISSION.

G. Unless otherwise required by the COMMISSION, the DBM TEAM shall perform the corrective work required to satisfy this warranty as rapidly as practicable, and in any event within sixty (60) days after receiving the COMMISSION's notice. The DBM TEAM shall perform the corrective work and shall procure required materials using the fastest means available in order to minimize the COMMISSION's loss of operating time or efficiency.

H. The COMMISSION may direct the DBM TEAM to select another option for correcting the discrepancy or defect that meets all of the requirements of the Contract Documents and if the DBM TEAM fails to comply with the COMMISSION's direction, the DBM TEAM shall be in default of the Contract Documents. Nothing in this section shall be deemed to limit or condition the COMMISSION's rights otherwise set forth in the Contract Documents, at law or in equity.

6.22 Software Warranty

A. DBM TEAM warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the function(s) set forth in the RFP Tab 2, Technical Requirements. The DBM TEAM shall, at its option, without charge to the COMMISSION, revise or replace any nonconforming software, provided:

B. Notice of the claimed defect is given the DBM TEAM within the applicable warranty period.

C. The warranty stated herein shall be void as to the software affected if such software (or its host medium) is altered (or alterations are attempted) by other than the DBM TEAM without the prior written agreement of the DBM TEAM.

Delaware River Joint Toll Bridge Commission
General Conditions

D. All equipment provided in any portion of this Project shall be new products. Any commercial off-the-shelf software shall be new and the latest appropriate release versions and shall have been obtained specifically for this Project.

E. The DBM TEAM shall provide comprehensive and continuing warranty repair and restoration services on all aspects of the delivered equipment including, but not limited to, hardware and software products during the warranty period. Any warranty from a Sub-contractor to the DBM TEAM or Supplier to the DBM TEAM, which exceeds this time period, shall be extended to the COMMISSION for the same period of time as given to the DBM TEAM.

F. It is understood and agreed that time is of the essence with respect to all corrective work to be undertaken pursuant to the warranty herein contained, and the DBM TEAM shall promptly commence corrective work upon receipt of written notice from the COMMISSION. The DBM TEAM shall diligently pursue such corrective work to completion.

G. The DBM TEAM is responsible for all warranty covered repair work and for identification of failures as set forth in RFP Tab 2, Technical Requirements.

H. The DBM TEAM shall perform such tests that the COMMISSION may require to verify that any redesign, repairs, and replacements comply with the requirements of the Contract Documents. All costs associated with such redesign, repair, replacement, and testing, including removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne by the DBM TEAM. All transportation and shipping costs for defective and replacement parts under warranty shall be paid for by the DBM TEAM.

I. To prevent delays and disruption to THE COMMISSION's operations, the COMMISSION shall have the right, when practical and feasible in their opinion, to the continued use of any such goods, equipment, systems, and work deemed defective or unsatisfactory until they can be taken out of service pursuant to the corrective work hereby undertaken by the DBM TEAM.

J. During the warranty period(s), the COMMISSION is authorized by the DBM TEAM to commence repair and/or replacement of defective hardware and software products delivered hereunder by the DBM TEAM after the DBM TEAM has been notified of the defect and the DBM TEAM has advised the COMMISSION that it cannot respond within the response timeframes stated hereunder or if the DBM TEAM fails to perform necessary redesign, repair, replacement, or testing within the timeframes stated in this section. All such resultant repair and/or replacement by the COMMISSION or other authorized representative shall be performed by qualified maintenance personnel in accordance with the Operation and Maintenance manuals furnished by the DBM TEAM.

K. The DBM TEAM will be responsible for reimbursement or replacement of any parts required for the repair under sub-paragraph J. This reimbursement will include labor costs and other direct costs. The labor costs shall be determined by multiplying the labor rates by the number of actual labor hours required to correct the defect. Labor rates are determined by adding the direct classification labor rates and indirect labor rates (overhead); the overhead used will be the COMMISSION's current Fiscal Year Overhead.

L. Replacement parts and repairs provided pursuant to corrective work hereunder shall be subject to prior approval by the COMMISSION and shall be tendered and performed in the same manner and extent as items originally delivered. The DBM TEAM warrants such

Delaware River Joint Toll Bridge Commission
General Conditions

redesigned, repaired, or replaced work against defective design, materials, and workmanship for the remainder of the warranty period of the replaced part, or a period of six (6) months from the date of acceptance of the new (or repaired) part, whichever occurs later.

M. Once any single item provided by the DBM TEAM hereunder fails for a third time for the same fault at any point during the warranty period, the item shall be designated as "Faulty 3 Times." This item shall be replaced with a new unit by the DBM TEAM and the replaced item shall never be returned to service in this or any future COMMISSION project. The DBM TEAM shall warrant any such redesigned, repaired, or replaced work for the remainder of the original applicable warranty period or six months from acceptance of the new item, whichever occurs later.

N. The rights and remedies of the COMMISSION under this section are not intended to be exclusive and shall not preclude the exercise of any other rights or remedies provided for in the Contract Documents, or by law or otherwise.

O. The DBM TEAM shall supply only products and equipment (including hardware and software) which are in current production by the manufacturer, and for which the manufacturer has not issued any notice of intent to cease such production within the next twelve (12) months. It is the DBM TEAM's responsibility to have the systems and devices remain functional for the duration of the warranty period and the COMMISSION, therefore, requests that only those items be used for which there is a long-term availability projected. In the event that any equipment or software item is discontinued by its manufacturer, the DBM TEAM shall immediately develop and discuss with the COMMISSION an alternative warranty service response plan. Regardless of these circumstances, the DBM TEAM shall continue to supply warranty service for all components' applicable warranty period with no adjustment in compensation.

P. Orders for additional equipment capacity or licenses may be executed at any time prior to termination of the Agreement. If the COMMISSION desires to procure additional equipment capacity or licenses, the price for such orders shall be determined based upon the per-unit price specified for that item in the DBM TEAM's Proposal. The COMMISSION shall not be required to purchase the entire software suite when exercising this option to purchase software.

Q. The DBM TEAM shall provide the COMMISSION copies of all applicable service, instructional, and manufacturer's warranty materials for all equipment, software, or other deliverables under the Contract Documents. The COMMISSION shall be placed on the DBM TEAM's regular mailing list to receive all announcements, including updates and upgrades to the software furnished for this Project. This includes both application software and system software, and software which the DBM TEAM develops for this Project. "Updates" are those enhancements to the software that the DBM TEAM generally makes available as part of the annual Maintenance program. "Upgrades" are any new feature or major enhancement of the software that the DBM TEAM markets and licenses for additional fees separately from the updates. During the warranty period, any software updates or upgrades which become available and are applicable to the functionality of the supplied software on this Project shall be provided and installed within a mutually agreed upon timeframe thereafter in the COMMISSION's System. During the warranty period, solutions to problems with the DBM TEAM-supplied software hereunder, whether discovered and corrected on this Project or elsewhere, shall be documented and supplied to the COMMISSION without additional charge. The DBM TEAM also shall provide announcements pertaining to the DBM TEAM-

Delaware River Joint Toll Bridge Commission
General Conditions

produced software for five (5) years after the warranty period concludes and shall include announcements pertaining to software produced by third-party suppliers during the warranty and maintenance period.

R. The COMMISSION may purchase additional warranty time from the DBM TEAM at its option. This option must be exercised no later than the termination date of this Contract.

6.23 Indemnification

To the fullest extent permitted by law, the Covered Party agrees to indemnify, defend and hold the COMMISSION, the Commonwealth of Pennsylvania, the State of New Jersey and their respective commissioners, servants, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") harmless from and against, any and all liabilities, losses, claims, damages, and expenses including, without limitation, costs of investigation and defense, expert witness fees, legal fees (e.g., fees of attorneys, paralegals and other legal professionals), expenses and diminution of value, whether or not involving a third party claim, arising out of or in any manner connected with the Work to be performed for the Indemnified Parties, including, but not limited to, Work performed under this Contract, Work performed under a Change Order, or any such other Work performed for the Indemnified Parties, even for and if caused in whole or in part by any act, omission or negligence of the Indemnified Parties.

It is expressly agreed that the indemnification contained in this Contract covers claims against the Indemnified Parties.

If there are any liabilities, losses, claims, damages or expenses of any kind or nature unsettled when the Work under the Contract is finished, any unpaid amounts owed by the COMMISSION to the Covered Party shall be deferred until all such liabilities, losses, claims, damages or expenses are: (1) settled; (2) evidence of insurance coverage acceptable to the COMMISSION or indemnification acceptable to the COMMISSION is provided by the Covered Party's insurance carrier; or (3) a bond acceptable to the COMMISSION is provided by the Covered Party to secure payment of all liabilities, losses, claims, damages and expenses owed by the Covered Party to the COMMISSION.

The terms and conditions of this indemnification section shall survive any cancellation, expiration or termination of this Contract. The laws of the Commonwealth of Pennsylvania shall apply to the construction of the indemnification set forth above without regard to any conflicts of laws provisions.

6.24 Coordination

A. The DBM TEAM shall coordinate its Construction, Installation and Maintenance and any other Work required of the DBM TEAM under the Contract Documents with the services to be provided by the COMMISSION's Consultants, at no additional cost to the COMMISSION.

B. During the course of this Agreement, the COMMISSION may undertake or award other agreements for additional work or professional services. It is critical that close coordination of work occurs during the Construction, Operations and Maintenance phases of this Contract. The DBM TEAM shall fully cooperate with the COMMISSION, its designees and the parties to all other contracts and carefully integrate its own Work to such additional

**Delaware River Joint Toll Bridge Commission
General Conditions**

work as may be directed by the COMMISSION.

ARTICLE 7. OTHER CONSTRUCTION

7.01 Related Construction at Site

A. COMMISSION may perform Work related to the Project at the Site and work at the Site unrelated to the Project with its own forces. Furthermore, COMMISSION may retain third parties to perform Work related to the Project at the Site and work at the Site unrelated to the Project.

B. DBM TEAM shall afford any and all third parties who are performing work at the Project Site related or unrelated to the Project (and COMMISSION, if COMMISSION is performing the additional work with COMMISSION's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Construction activities. Unless otherwise provided in the Contract Documents, DBM TEAM shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. DBM TEAM shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of COMMISSION and the others whose work will be affected. The duties and responsibilities of DBM TEAM under this paragraph are for the benefit of such third parties and COMMISSION.

C. If the proper execution or results of any part of DBM TEAM's Work depends upon work performed or services provided by others under this Article 7, DBM TEAM shall inspect such other work and appropriate instruments of service and promptly report to COMMISSION in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of DBM TEAM's Work. DBM TEAM's failure so to report will constitute an acceptance of such other work as fit and proper for integration with DBM TEAM's Work except for latent or non-apparent defects and deficiencies in such other work.

D. The DBM TEAM acknowledges and understands that the COMMISSION will need access to the Site during the course of the DBM TEAM's Work on the Project for purposes of other capital projects that will be performed at the Site on behalf of the COMMISSION concurrently with this Project. The DBM TEAM agrees to provide such access to the Site and the DBM TEAM will coordinate its Work with the COMMISSION and any other capital projects that will be performed on behalf of the COMMISSION concurrently with this Project. The DBM TEAM will make all necessary modifications and accommodations to allow the COMMISSION to complete its other capital projects concurrently with this Project, including, without limitation, modifying equipment locations and construction phases where possible as well as modifying its progress schedules where possible to avoid scheduling conflicts between the DBM TEAM's Work on the Project and the COMMISSION's work on its other capital projects. Furthermore, the DBM TEAM acknowledges and understands that the COMMISSION expressly reserves the right to determine priority between this Project and the COMMISSION's other capital projects and if the COMMISSION decides that its other capital projects take precedence over this Project, then the DBM TEAM shall provide the COMMISSION and any other parties engaged by the COMMISSION for such other capital project with uninterrupted access to the Site to complete such other capital projects. If the

Delaware River Joint Toll Bridge Commission
General Conditions

COMMISSION decides that its other capital projects take precedence over this Project, then the DBM TEAM's sole remedy shall be to submit a claim for extension of Contract Times (or milestones) in accordance with Article 10 of these General Conditions.

ARTICLE 8. CHANGES IN THE WORK; CLAIMS

8.01 *General--Rights and Obligations*

A. Without invalidating the Agreement and without notice to any Surety, COMMISSION may, at any time or from time to time, order additions, deletions or revisions in the Work within the general scope of the Agreement by a Written Amendment, a Field Order, a Change Order, or a Work Change Directive. Upon receipt of any such document, DBM TEAM shall promptly proceed with the Work involved which will be performed under the applicable provisions of the Contract Documents (except as otherwise specifically provided).

B. Additional Work performed by the DBM TEAM without prior written authorization by the COMMISSION as set forth in the Contract Documents will not entitle the DBM TEAM to an increase in the Contract Price or an extension of the Contract Time.

8.02 *Notice of Intent to Make Claim*

A. If COMMISSION and DBM TEAM are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of COMMISSION pursuant to paragraph 8.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor. Written notice of intent to make such a claim shall be submitted to the other party promptly and in no event more than 30 (thirty) days after the start of the occurrence or event giving rise to the claim.

8.03 *Claim Documentation*

A. Substantiating documentation shall be submitted by the claiming party within 30 (thirty) days after delivery of the notice required by paragraph 8.02.A.

8.04 *Interpretations of the Contract Documents*

A. In all cases of doubt as to the meaning of the Contract Documents or any other questions that may arise as to the character or scope of the Work and which relate to the functional requirements for the Project as described in the Contract Documents (excluding a written claim submitted by the DBM TEAM pursuant to the General Conditions), the COMMISSION's ENGINEER shall be the arbiter and its decision shall be final and binding on the DBM TEAM.

8.05 *Decisions by COMMISSION's Engineer on DBM TEAM's Claims*

A. All claims by the DBM TEAM shall be referred initially to the COMMISSION's ENGINEER for decision. An initial decision by the COMMISSION's ENGINEER shall be required as a condition precedent to non-binding mediation, binding arbitration, or litigation of any and all claims between the DBM TEAM and the COMMISSION. Failure of the COMMISSION's ENGINEER to decide a claim within thirty (30) days shall be deemed denial of the claims submitted by the DBM TEAM.

B. The COMMISSION ENGINEER will approve or reject claims, in writing, which shall

Delaware River Joint Toll Bridge Commission
General Conditions

state the reasons thereof and which shall notify the DBM TEAM of any change in the Contract Price or Contract Times or both. The approval or rejection of a claim by the COMMISSION's ENGINEER shall be final and binding upon the parties, subject to non-binding mediation, binding arbitration, or litigation.

C. The DBM TEAM will notify the COMMISSION's ENGINEER, in writing, within fifteen (15) days of receipt of the COMMISSION's ENGINEER's decision as to whether the DBM TEAM disputes the COMMISSION ENGINEER's decision. Failure of the DBM TEAM to do so, in writing, within the time provided, shall be deemed to be an acceptance of the COMMISSION ENGINEER's decision, and an absolute and irrevocable waiver of the right of the DBM TEAM to further challenge the COMMISSION ENGINEER's decision. This provision shall be specifically enforceable in any court of competent jurisdiction.

8.06 *Dispute Resolution*

A. All claims, disputes and other matters in question between the DBM TEAM and the COMMISSION for which the COMMISSION ENGINEER's decision is not final and binding on the DBM TEAM shall be resolved pursuant to Article 14 of these General Conditions.

8.07 *Limitations on COMMISSION ENGINEER's Responsibility*

A. Neither the COMMISSION's ENGINEER's authority to act under this Article 8 nor any decision made by the COMMISSION's ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the COMMISSION's ENGINEER to the DBM TEAM, and Subcontractors/subconsultants, any of their agents or employees or any other person performing any of the Work.

B. The COMMISSION's ENGINEER will not be responsible for the acts or omissions of the DBM TEAM, or any Subcontractors, or any of its agents or their employees, or any other persons performing the Work.

8.08 *Exceptions*

A. DBM TEAM shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.03, except in the case of an emergency as provided in paragraph 6.18.

8.09 *Execution of Change Orders*

A. COMMISSION and DBM TEAM shall execute appropriate Change Orders or Written Amendments covering:

- (1) Changes in the Work which are (i) ordered by COMMISSION pursuant to paragraph 8.01, (ii) required because of acceptance of *Defective Construction* under paragraph 11.08 or correcting *Defective Work* under paragraph 11.09 or (iii) agreed to by the parties; and
- (2) Changes in the Contract Price or Contract Times which are agreed to by the parties.

8.10 *Notice to Sureties*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is

**Delaware River Joint Toll Bridge Commission
General Conditions**

required by the provisions of any Bond to be given to a Surety, the giving of any such notice will be DBM TEAM's responsibility.

8.11 Conformance with Revenue Procedure 97-13

A. The COMMISSION and DBM TEAM acknowledge and agree that this Agreement is intended to conform to the requirements of Revenue Procedure 97-13, 1997-1C.B. 632, and is to be interpreted consistently therewith. Notwithstanding any provisions in this Agreement to the contrary, the COMMISSION and DBM TEAM agree that the COMMISSION shall be under no obligation to pay, and shall not pay, compensation for services to the DBM TEAM for the maintenance of the DBM Project for any annual period if such payment, or any portion thereof, would (i) result in less than 50% of the DBM TEAM's compensation for services for such period being based on a periodic fixed fee, or (ii) result in any portion of such compensation, in whole or in part, being based on a share of net profits, as such terms are defined in Rev. Proc. 97-13. The COMMISSION and the DBM TEAM agree that, for so long as tax-exempt obligations are outstanding with respect to the DBM Project, the COMMISSION shall have the right to seek the opinion of a nationally recognized bond counsel firm, that any planned or proposed amendments or revisions to the Agreement shall not affect the tax-exempt status of any obligations outstanding with respect to the DBM Project.

ARTICLE 9. CHANGE OF CONTRACT PRICE

9.01 General

A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to DBM TEAM for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the DBM TEAM shall be at the DBM TEAM's sole cost and expense without change in the Contract Price.

B. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be asserted through written notice delivered by the party making the claim to the other party promptly in accordance with paragraph 8.02.A.

C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price will be determined as follows:

- (1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved;
- (2) Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 9.01.C.3) or by mutually agreed unit prices;
- (3) Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 9.01.C.2, on the basis of the Cost of the Work (determined as provided in paragraph 9.02) plus a DBM TEAM fee for the allowable

Delaware River Joint Toll Bridge Commission
General Conditions

percentage for overhead and profit identified hereinafter. The maximum percentage which shall be allowed for the DBM TEAM's combined overhead and profit shall be as follows: (i) for all such Work done by the DBM TEAM, the DBM TEAM may add up to ten percent (10%) of its actual net increase in the Cost of the Work, and (ii) for all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of its actual net increase in the Cost of the Work and the DBM TEAM may add up to five percent (5%) of the Subcontractor's actual net increase in the Cost of the Work; provided, however, that no overhead or profit shall be allowed on costs incurred in connection with premiums including, but not limited to, insurance or Bonds.

9.02 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by DBM TEAM in the proper performance of the Work. Except as otherwise may be agreed to in writing by COMMISSION, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 9.02.B:

1. Payroll costs for employees in the direct employ of DBM TEAM in the performance of the Work shall be as set forth under schedules of job classifications agreed upon by COMMISSION and DBM TEAM and as further detailed in RFP Tab 8, Proposal Forms.

- a. Such employees shall include, without limitation, superintendents, foremen, maintainers and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Site shall be apportioned on the basis of their time spent on the Project. Payroll costs shall include, without limitation, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by COMMISSION.
- b. Such employees shall also include engineers, systems analysts and software development professionals, Maintenance managers, and engineering technicians. For purposes of this paragraph 9.02.A.1.b, DBM TEAM shall be entitled to payment for these employees in an amount equal to the direct salary cost (annual salary/2080) times a factor of 2.75, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to DBM TEAM unless COMMISSION deposits funds with DBM TEAM with which to make payments, in which case the cash discounts shall accrue to COMMISSION. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to COMMISSION, and DBM TEAM shall make provisions so that they may be obtained.

3. Payments made by DBM TEAM to Subcontractors for Work performed or furnished by Subcontractors.

Delaware River Joint Toll Bridge Commission
General Conditions

4. Payments made by DBM TEAM to Engineers for Design Professional Services provided or furnished by Engineers under a written agreement between DBM TEAM and a design professional.
5. Costs of special consultants (including testing laboratories, surveyors,) employed for services specifically related to the Work. Notwithstanding the foregoing, attorneys and accountants shall not be deemed special consultants.
6. Supplemental costs, including the following items not otherwise covered under the Contract Price, including but not limited the Monthly Fees set forth in RFP Tab 4, Price Proposal Instructions, paid to the DBM TEAM.
 - a. The proportion of necessary out of town transportation, travel and subsistence expenses of DBM TEAM's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of DBM TEAM.
 - c. Rentals of all Work equipment and machinery and the parts thereof whether rented from DBM TEAM or others in accordance with rental agreements approved by COMMISSION, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof--all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use or similar taxes related to the Work, and for which DBM TEAM is liable as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of DBM TEAM, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses, damages and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by DBM TEAM in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of DBM TEAM, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of COMMISSION. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining DBM TEAM's fee.
 - g. The cost of utilities, fuel and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express postage and similar petty cash items in connection with the Work.

B. Costs Excluded: The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of DBM TEAM's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by DBM TEAM whether at the Site or in DBM TEAM's principal or a branch office for general administration of the Work and not specifically included

Delaware River Joint Toll Bridge Commission
General Conditions

in the agreed upon schedule of job classifications referred to in paragraph 9.02.A.1 -- all of which are to be considered administrative costs covered by the DBM TEAM's fee.

2. Expenses of DBM TEAM's principal and branch offices other than DBM TEAM's office at the Site.
3. Any part of DBM TEAM's capital expenses, including, without limitation, interest on DBM TEAM's capital employed for the Work and charges against DBM TEAM for delinquent payments.
4. Costs due to the negligence of DBM TEAM, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including, but not limited to, the correction of Defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 9.02.A.

9.03 Unit Prices

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by DBM TEAM will be finalized in Design and Approved by COMMISSION.

B. Each unit price will be deemed to include an amount considered by DBM TEAM to be adequate to cover all DBM TEAM costs, including, without limitation, equipment, Construction and installation costs, and all overhead and profit for each separately identified item.

ARTICLE 10. CHANGE OF CONTRACT TIMES

10.01 General

A. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment.

B. All Contract Times and Milestones are of the essence. If in the sole discretion of the COMMISSION, the rate of progress of the Work is not such as to insure its completion within the Contract Times (or Milestones), the COMMISSION shall have the right to order the DBM TEAM to utilize additional shifts, overtime Work and to employ more workmen and the DBM TEAM shall immediately comply with these orders, at the DBM TEAM's sole expense.

10.02 Time Extensions

A. Where DBM TEAM is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of the DBM TEAM, the

**Delaware River Joint Toll Bridge Commission
General Conditions**

Contract Times (or Milestones) may be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in this paragraph 10.02 of Article 10 of these General Conditions. For purposes of the Contract Documents, delays beyond the control of DBM TEAM are delays caused by acts or neglect by COMMISSION, fires, floods, epidemics, acts of God or other force majeure events. Notwithstanding the foregoing, delays within the control of the DBM TEAM shall include, without limitation, delays attributable to and within the control of Subcontractors, Suppliers, delays caused by failing to start Work activities, inadequate or insufficient application of resources, lack of coordination of the Work by and/or between the DBM TEAM, contractors and/or Subcontractors, or any other inability to complete the Work within the Contract Times (or Milestones) due to any act or omission of the DBM TEAM, its Subcontractors, Suppliers, agents, servants, employees, anyone directly or indirectly employed by them or anyone for whose acts or omissions the DBM TEAM is responsible.

B. Within five (5) calendar days after the commencement of the occurrence of the cause of the alleged delay, the DBM TEAM shall present in writing to the COMMISSION a detailed claim therefor. Such written claim shall describe the circumstances of the alleged delay. Furthermore, the information provided by such written claim shall be updated in writing, within fifteen (15) calendar days after the end of the alleged delay, and shall further specify the number of days allegedly delayed. In requesting an extension of time, the DBM TEAM shall furnish as part of the updated written claim specified in this paragraph 10 of these General Conditions, justification and supporting documentation as the COMMISSION deems necessary to determine whether the DBM TEAM is entitled to an extension of time under the provisions of the Contract Documents. This documentation shall include, but not be limited to, a schedule report illustrating the impact and net effect of the alleged delay on the critical path, diaries, time sheets, and correspondence. Failure to submit either the initial or the revised claim required by paragraph 10 of these General Conditions will be sufficient cause for denying the requested time extensions.

C. After receipt of a request for an extension of time from the DBM TEAM, the COMMISSION will make a decision based on the facts and its findings and the COMMISSION's decision on the extension of the Contract Times (or Milestones) shall be final and binding on the DBM TEAM.

D. The DBM TEAM's sole and exclusive remedy is to make a claim as provided in paragraph 10 of these General Conditions for an extension of the Contract Times (or Milestones). The COMMISSION shall not be liable to DBM TEAM for any claims, costs, losses, or damages (including, but not limited to, all fees and charges of Subcontractors, subconsultants, Suppliers, Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by the DBM TEAM on or in connection with any delays on the Project.

E. For delays deemed to be beyond the control of the DBM TEAM, as determined by the COMMISSION in its sole discretion, the COMMISSION reserves the right, in its best interest, to negotiate the cost required to complete the Work in accordance with the Contract Times (or Milestones) and not extend the Contract Times (or Milestones).

ARTICLE 11. TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

Delaware River Joint Toll Bridge Commission
General Conditions

11.01 Defects

A. DBM TEAM warrants and guarantees to the COMMISSION that all materials and equipment will be new unless otherwise specified and all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals required by the Contract Documents. All unsatisfactory Work, all faulty or Defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered Defective. All Defective Construction may be rejected, corrected or accepted as provided in the Contract Documents.

11.02 Access to Construction

A. COMMISSION, COMMISSION's Consultants, other representatives and personnel of COMMISSION, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Construction at the Site at reasonable times for their observation, inspecting and testing. DBM TEAM shall provide them proper and safe conditions for such access and advise them of DBM TEAM's Site safety procedures and programs so that they may comply therewith as applicable.

11.03 Tests and Inspections

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, DBM TEAM shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish COMMISSION the required certificates of inspection or approval. DBM TEAM shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for COMMISSION's acceptance of materials or equipment to be incorporated in the Construction or of materials, mix designs, or equipment submitted for approval prior to DBM TEAM's purchase thereof for incorporation in the Construction.

B. DBM TEAM shall give COMMISSION reasonable notice of the planned schedule for all required inspections, tests or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested or approved is covered by DBM TEAM without written concurrence of COMMISSION, it must, if requested by COMMISSION, be uncovered for COMMISSION's observation and recovered at DBM TEAM's expense.

11.04 Uncovering Construction

A. If any Construction is covered contrary to the written request of COMMISSION, it must, if requested by COMMISSION, be uncovered for COMMISSION's observation and recovered at DBM TEAM's expense.

B. If COMMISSION considers it necessary or advisable that covered Construction be observed by COMMISSION or inspected or tested by others, DBM TEAM, at COMMISSION's request, shall uncover, expose or otherwise make available for observation, inspection or testing as COMMISSION may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. DBM TEAM shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation,

Delaware River Joint Toll Bridge Commission
General Conditions

inspection and testing and of satisfactory replacement or rework, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others).

11.05 COMMISSION May Stop the Construction

A. If the Construction is deemed by COMMISSION to be Defective, or DBM TEAM fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Construction in such a way that the completed Construction will conform to the Contract Documents, COMMISSION may order DBM TEAM to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of COMMISSION to stop Construction will not give rise to any duty on the part of COMMISSION to exercise this right for the benefit of DBM TEAM or any other party.

11.06 Correction or Removal of Defective Construction

A. COMMISSION will have authority to disapprove or reject Defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by COMMISSION, DBM TEAM shall promptly, as directed, either correct all Defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by COMMISSION, remove it from the Site and replace it with non-Defective Construction. DBM TEAM shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

11.07 Correction Period

A. If within the guarantee period required by the Contract Documents or such longer period of time as may be prescribed by Laws or Regulations any Construction is found to be Defective, DBM TEAM shall promptly, without cost to COMMISSION and in accordance with COMMISSION's written instructions, (i) correct such Defective Construction, or, if it has been rejected by COMMISSION, remove it from the Site and replace it with Construction that is not Defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If DBM TEAM does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, COMMISSION may have the Defective Construction corrected or the rejected Construction removed and replaced, and all costs and damages caused by or resulting from such removal and replacement (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by DBM TEAM.

B. In special circumstances where a particular item of equipment is placed in continuous service before Project Acceptance of all the Construction, the correction period for that item may start to run from an earlier date if so provided by Written Amendment.

C. Where Defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this paragraph 11.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed or such longer period of time as required by Contract Documents,

Delaware River Joint Toll Bridge Commission
General Conditions

Laws or Regulations.

11.08 Acceptance of Defective Construction

A. If, instead of requiring correction or removal and replacement of Defective Construction, COMMISSION prefers to accept it, COMMISSION may do so. DBM TEAM shall pay all costs attributable to COMMISSION's evaluation of and determination to accept such Defective Construction (such costs to include, but not be limited, to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs). If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Construction; and COMMISSION shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, COMMISSION may withhold from the DBM TEAM a sufficient amount of funds to compensate the COMMISSION for all costs and damages incurred or sustained by COMMISSION and all costs necessary to rectify the Defective Work pending resolution of the claim as provided in Article 8. If the acceptance occurs after final payment, an appropriate amount will be paid by DBM TEAM to COMMISSION.

11.09 COMMISSION May Correct Defective Construction

A. If DBM TEAM fails within the time specified by written notice by the COMMISSION to correct Defective Construction or to remove and replace rejected Construction as required by COMMISSION in accordance with paragraphs 11.06.A or 11.07.A, or if DBM TEAM fails to perform the Construction in accordance with the Contract Documents, or if DBM TEAM fails to comply with any other provision of the Contract Documents, COMMISSION may, after three (3) days' written notice to DBM TEAM, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph COMMISSION shall proceed expeditiously. In connection with such corrective and remedial action, COMMISSION may exclude DBM TEAM from all or part of the Site, take possession of all or part of the Construction, and suspend DBM TEAM's services related thereto, take possession of DBM TEAM's tools, appliances, construction equipment and machinery at the Site and incorporate in the Construction all materials and equipment stored at the Site or for which COMMISSION has paid DBM TEAM but which are stored elsewhere. DBM TEAM shall allow COMMISSION, COMMISSION's representatives, agents and employees, COMMISSION's other contractor's and consultants access to the Site to enable COMMISSION to exercise the rights and remedies under this paragraph. All costs and damages incurred or sustained by COMMISSION in exercising such rights and remedies will be charged against DBM TEAM and a Change Order will be issued incorporating the necessary revisions in the Contract Documents and COMMISSION shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, COMMISSION may withhold from the DBM TEAM a sufficient amount of funds to compensate the COMMISSION for all costs and damages incurred or sustained by COMMISSION and all costs necessary to rectify the Defective Work pending resolution of the claim as provided in Article 8. Such costs and damages will include, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of DBM TEAM's Defective Construction. DBM TEAM shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Construction attributable to the exercise by COMMISSION of COMMISSION's rights and remedies hereunder.

**Delaware River Joint Toll Bridge Commission
General Conditions**

ARTICLE 12. PAYMENTS TO DBM TEAM AND COMPLETION

12.01 Payment Schedule

A. The payment schedule for the Construction portion of the Project established as provided in paragraphs 2.04.A and 2.06.A on the basis of the conformed payment schedule provided in RFP Tab 10, Exhibit 10-A to the RFP will serve as the basis for progress payments.

B. The payment schedule for the Maintenance portion of the Project shall be based on a monthly payment schedule as set forth in the RFP Tab 8, Proposal Forms.

12.02 Application for Progress Payment

A. Not more often than once a month, DBM TEAM shall submit to COMMISSION for review an Application for Payment filled out and signed by DBM TEAM covering the Work completed as of the date of the Application and accompanied by such supporting documentation as reasonably required by the COMMISSION.

B. The format for submitting invoices shall be consistent with the requirements as stipulated by the New Jersey Department of Transportation ("NJDOT"), the Pennsylvania Department of Transportation ("PennDOT") and/or deemed acceptable to the COMMISSION. Sample invoices shall be submitted to the COMMISSION for approval a minimum of two (2) weeks prior to the first official request for payment.

12.03 DBM TEAM's Warranty of Title

A. DBM TEAM warrants and guarantees that title to all Construction, Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to COMMISSION no later than the time of application of payment free and clear of all Liens. This paragraph 12.03.A does not apply to any documents covered by paragraph 3.04.A.

12.04 Progress Payments

A. Progress payments shall be made by the COMMISSION to the DBM TEAM according to the following procedure:

1. COMMISSION will, within twenty (20) days of receipt of each Application for Payment, either process the Application for Payment, or return the Application to DBM TEAM indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by COMMISSION to DBM TEAM.

2. No Progress Payment nor any partial or entire use or occupancy of the Project by the COMMISSION shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. COMMISSION may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect COMMISSION from loss because:

Delaware River Joint Toll Bridge Commission
General Conditions

1. The Work is Defective, or completed Work has been damaged requiring correction or replacement; or
2. The Contract Price has been reduced by Written Amendment or Change Order; or
3. COMMISSION has been required to correct Defective Work or complete Work in accordance with paragraph 11.09.A, or
4. COMMISSION has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.02.A.1 through A.4 inclusive; or
5. Claims have been made against COMMISSION on account of DBM TEAM's performance or furnishing of the Work; or
6. Liens have been filed in connection with the Work; or
7. There are other items entitling COMMISSION to a set off against the amount for which application is made.

12.05 Substantial Completion

A. When DBM TEAM considers the Construction of Phase 1 ready for its intended use in accordance with the definition of Substantial Completion set forth in these General Conditions, DBM TEAM shall notify COMMISSION in writing that the Construction of the applicable phase is Substantially Complete. Within a reasonable time thereafter, COMMISSION and DBM TEAM shall make an inspection of the Construction to determine the status of completion. If COMMISSION does not consider the Construction of the Phase Substantially Complete, COMMISSION will notify DBM TEAM in writing giving the reasons therefor. If COMMISSION considers the Construction of the applicable phase Substantially Complete, COMMISSION will prepare and deliver to DBM TEAM a certificate of Substantial Completion for the phase, which shall fix the date of Substantial Completion for the phase. The DBM TEAM shall be solely responsible for the legal fees, professional fees and all costs and expenses incurred by the COMMISSION resulting from or arising out of the need to re-inspect the Construction for Substantial Completion of the phase due to the DBM TEAM's failure to achieve Substantial Completion or Approval of the Operational Test for each applicable phase within the time period set forth in paragraph 3.01 of the Agreement.

During the testing process to determine if the Approval of the Operational Test for the applicable phase or Project Acceptance has been achieved, COMMISSION will have the right to restrict DBM TEAM's access to the Site, but COMMISSION will allow DBM TEAM reasonable access to complete or correct items at the direction of the COMMISSION and to perform the testing to determine if Approval of the Operational Test or Project Acceptance is met.

12.06 Partial Utilization

A. Use by COMMISSION at COMMISSION's option of any Substantially Completed part of the Construction which (i) has specifically been identified in the Contract Documents including, without limitation, the Work performed during Phases 1 of the Project, or (ii) COMMISSION and DBM TEAM agree constitute a separately functioning and usable part of the Construction that can be used by COMMISSION for its intended purpose without significant interference with DBM TEAM's performance of the remainder of the Construction, may be accomplished prior to Substantial Completion of all the Construction subject to the

**Delaware River Joint Toll Bridge Commission
General Conditions**

following:

- (1) COMMISSION at any time may request DBM TEAM in writing to permit COMMISSION to use any such part of the Construction which COMMISSION believes to be ready for its intended use and Substantially Complete. If DBM TEAM agrees that such part of the Construction is Substantially Complete, DBM TEAM will certify to COMMISSION that such part of the Construction is Substantially Complete and request COMMISSION to issue a certificate of Substantial Completion for that part of the Construction. DBM TEAM at any time may notify COMMISSION in writing that DBM TEAM considers any such part of the Construction ready for its intended use and Substantially Complete and request COMMISSION to issue a certificate of Substantial Completion for that part of the Construction. Within a reasonable time after either such request, COMMISSION and DBM TEAM shall make an inspection of that part of the Construction to determine its status of completion. If COMMISSION does not consider that part of the Construction to be Substantially Complete, COMMISSION will notify DBM TEAM in writing giving the reasons therefor. If COMMISSION considers that part of the Construction to be Substantially Complete, the provisions of paragraph 12.05 will apply with respect to certification of Substantial Completion of that part of the Construction and the division of responsibility in respect thereof and access thereto.

12.07 Final Inspection

A. Upon written notice from DBM TEAM that the entire Construction or an agreed portion thereof is complete, COMMISSION will make a final inspection with DBM TEAM and will notify DBM TEAM in writing of all particulars in which this inspection reveals that the Construction is incomplete or Defective. DBM TEAM shall immediately take such measures as are necessary to complete such Construction or remedy such deficiencies. The DBM TEAM shall be solely responsible for the legal fees, professional fees and all costs and expenses incurred by the COMMISSION resulting from or arising out of the need to do additional final inspections of the Construction due to the DBM TEAM's failure to satisfactory, fully and finally complete the Construction in accordance with the Contract Documents.

12.08 Final Application for Payment for the Toll System Acquisition and Implementation Costs

A. After DBM TEAM has completed all such corrections to the satisfaction of COMMISSION, successfully achieved Project Acceptance, and delivered in accordance with the Contract Documents all Maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.04.B, certificates of inspection, marked-up record documents (as provided in paragraph 6.12) and other documents required by the Contract Documents, including, without limitation, the Project Closeout Documentation, DBM TEAM may make application for final payment for the TOLL SYSTEM Acquisition and Implementation costs following the procedure for progress payments. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including, but not limited to, the evidence of insurance required by paragraph 5.02, (ii) consent of the Surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to COMMISSION) of all Liens arising out of or filed in connection with the Work.

Delaware River Joint Toll Bridge Commission General Conditions

In lieu of such releases or waivers of Liens and as approved by COMMISSION, DBM TEAM may furnish receipts or releases in full and an affidavit of DBM TEAM that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which COMMISSION or COMMISSION's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, DBM TEAM may furnish a Bond or other collateral satisfactory to COMMISSION to indemnify COMMISSION against any Lien.

12.09 Final Payment for the Toll System Acquisition and Implementation Costs

A. If COMMISSION is satisfied that the Work has been completed and DBM TEAM's other obligations under the Contract Documents have been fulfilled, COMMISSION will, within twenty (20) days after receipt of the final Application for Payment process it for payment. Otherwise, COMMISSION will return the Application to DBM TEAM, indicating in writing the reasons for refusing to process final payment, in which case DBM TEAM shall make the necessary corrections and resubmit the Application. Thirty (30) days after the presentation to COMMISSION of the acceptable Application and accompanying documentation, in appropriate form and substance the amount will become due and will be paid by COMMISSION to DBM TEAM.

12.10 Waiver of Claims

A. The acceptance of final payment for Toll System Acquisition and Implementation costs will constitute:

1. A waiver of all claims by DBM TEAM against COMMISSION other than those previously made in writing and still unsettled.

ARTICLE 13. SUSPENSION OF WORK AND TERMINATION

13.01 COMMISSION May Suspend Work

A. At any time and without cause, COMMISSION may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to DBM TEAM which will fix the date on which Work will be resumed. DBM TEAM shall resume the Work on the date so fixed.

13.02 COMMISSION May Terminate for Cause

A. The occurrence of any one or more of the following events justifies termination for cause:

1. DBM TEAM persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.06.A as revised from time to time).
2. DBM TEAM disregards Laws or Regulations of any public body having jurisdiction.
3. DBM TEAM otherwise violates in any way any provisions of the Contract Documents.

Delaware River Joint Toll Bridge Commission
General Conditions

4. DBM TEAM is adjudged as bankrupt or insolvent, or if DBM TEAM makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the DBM TEAM or for any of its property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar law.

B. COMMISSION may, after giving DBM TEAM (and the Surety, if any) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of DBM TEAM, exclude DBM TEAM from the Site and take possession of the Work and of all DBM TEAM's tools, appliances, Construction equipment and machinery at the Site and use the same to the full extent they could be used by DBM TEAM (without liability to DBM TEAM for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which COMMISSION has paid DBM TEAM but which are stored elsewhere, and finish the Work as COMMISSION may deem expedient. In such case DBM TEAM shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price for Toll System Acquisition and Implementation costs exceeds all costs, losses and damages sustained by COMMISSION arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to DBM TEAM. If such costs, losses and damages exceed such unpaid balance, DBM TEAM shall pay the difference to COMMISSION. Such costs, losses and damages incurred by COMMISSION will be incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph COMMISSION shall not be required to obtain the lowest price for the Work performed.

C. Where DBM TEAM's services have been so terminated by COMMISSION, the termination will not affect any rights or remedies of COMMISSION against DBM TEAM then existing or which may thereafter accrue. Any retention or payment of moneys due DBM TEAM by COMMISSION will not release DBM TEAM from liability.

D. DBM TEAM shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

13.03 COMMISSION May Terminate for Convenience

A. Upon seven days' written notice to DBM TEAM, COMMISSION may, without cause and without prejudice to any other right or remedy of COMMISSION, elect to terminate the Agreement. In such case, DBM TEAM shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including the allowable sums for overhead and profit on such Work as set forth in paragraph 9.01.C.3;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, including the allowable sums for overhead and profit on such expenses as set forth in paragraph 9.01.C.3; and
3. Reasonable expenses directly attributable to termination.

B. DBM TEAM shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**Delaware River Joint Toll Bridge Commission
General Conditions**

ARTICLE 14. DISPUTE RESOLUTION

A. In the event that the DBM TEAM properly disputes, in writing, any decision of the COMMISSION's ENGINEER with respect to any claims submitted by the DBM TEAM to the COMMISSION's ENGINEER pursuant to Paragraph 8.05 of these General Conditions, then the COMMISSION and the DBM TEAM agree to submit such claim to non-binding mediation as a first stage of dispute resolution prior to any proceedings in binding arbitration or litigation.

B. In non-binding mediation, the parties shall endeavor to resolve claims, disputes and other matters in question between them. The non-binding mediation will proceed before a single mediator, who will be agreed upon by the parties. In the event the parties cannot agree on a mediator, the mediator will be chosen, and the non-binding mediation shall proceed, in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. In such event, a request for non-binding mediation shall be filed in writing with the COMMISSION, DBM TEAM, and with the American Arbitration Association. The non-binding mediation shall proceed in advance of binding arbitration and other legal or equitable proceedings, which shall be stayed pending non-binding mediation.

C. The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in a location selected by the COMMISSION. Agreements reached in non-binding mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

D. The DBM TEAM will notify the COMMISSION, in writing, within fifteen (15) days of the end of the non-binding mediation process if the DBM TEAM believes that non-binding mediation was unsuccessful in resolving the claims between the COMMISSION and the DBM TEAM. Within fifteen (15) days of receipt of such notice from the DBM TEAM, the COMMISSION may, in its sole discretion, elect to proceed to binding arbitration or litigation. If the COMMISSION elects to proceed with binding arbitration, the binding arbitration shall proceed in advance of legal or equitable proceedings, which shall be stayed pending binding arbitration.

E. If the COMMISSION elects to proceed to binding arbitration, then all claims by the DBM TEAM under \$100,000 shall be submitted to a single arbitrator, who will be agreed upon by the parties. In the event the parties cannot agree upon the arbitrator, an arbitrator will be chosen, and the binding arbitration will proceed in the manner and in accordance with the Rules of the American Arbitration Association rules for the construction industry then in effect.

F. If the COMMISSION elects to proceed to binding arbitration and if the DBM TEAM's claim exceeds \$100,000, then, unless the parties mutually agree otherwise, the binding arbitration will be decided by a panel of three arbitrators. Each of the parties will choose one (1) arbitrator, and the two (2) arbitrators will then choose the third arbitrator by agreement between them. In the event that either party fails to choose its designated arbitrator within thirty (30) days of receipt of a written notice of the COMMISSION's election to proceed with binding arbitration, then the party not in default of its option to choose an arbitrator may choose the arbitrator for the other party. The two (2) arbitrators will then, as provided hereinabove, choose the third arbitrator.

Delaware River Joint Toll Bridge Commission
General Conditions

G. All arbitration and filing fees and costs shall be shared equally between the parties. The binding arbitration shall be held in a location selected by the COMMISSION. Agreements reached in binding arbitration shall be enforceable as settlement agreements in any court having jurisdiction thereof.

H. Alternatively, in the event that non-binding mediation is unsuccessful in resolving the claims between the COMMISSION and the DBM TEAM, the COMMISSION may elect to proceed to litigation. If the COMMISSION elects to proceed to litigation, then all claims, disputes and other matters in question between the DBM TEAM and the COMMISSION arising out of, or relating to the Contract Documents or breach thereof, except for claims which have been waived by making or acceptance of final payment shall be decided in a court having competent jurisdiction. No litigation arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other matter, the COMMISSION's ENGINEER, their employees or consultants except by written consent containing a specific reference to the COMMISSION-DBM TEAM Agreement and signed by the COMMISSION's ENGINEER, the COMMISSION, the DBM TEAM and any other person sought to be joined. No litigation shall include by consolidation, joinder or in any other matter, parties other than the COMMISSION, the DBM TEAM and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded in the litigation. No person other than the COMMISSION or the DBM TEAM shall be included as an original third party to litigation whose interest or responsibility is insubstantial. Any consent to litigation involving an additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein. The foregoing agreement to litigate and any other agreement to litigate with an additional person or persons duly consented to by the parties to the COMMISSION-DBM TEAM Agreement shall be enforceable under prevailing law.

I. Notice of litigation shall be filed in writing with the other party to the COMMISSION-DBM TEAM Agreement and with the court having competent jurisdiction, and a copy shall be filed with the COMMISSION's ENGINEER. The litigation shall be made within the time limits specified herein, where applicable, and in all other cases within a reasonable time after the claim, dispute and other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

J. Unless otherwise agreed in writing, the DBM TEAM shall carry on the Work and maintain its progress during any proceedings (e.g., non-binding mediation, binding arbitration or litigation).

K. In the event that non-binding mediation is unsuccessful in resolving the claims between the COMMISSION and the DBM TEAM, the COMMISSION will notify the DBM TEAM, in writing, within thirty (30) days of the conclusion of the non-binding mediation as to whether the COMMISSION has elected to proceed with binding arbitration or litigation. In the event that the COMMISSION does not so notify the DBM TEAM in writing, of its decision to proceed with either binding arbitration or litigation it will be deemed that the COMMISSION has elected not to proceed with any dispute resolution mechanism and the DBM TEAM may proceed, to the extent otherwise permitted by law, to bring its claim in any court of competent jurisdiction.

**Delaware River Joint Toll Bridge Commission
General Conditions**

ARTICLE 15. LICENSE TO SOFTWARE

A. For any software programs and applications developed for use or provided under the Contract Documents, DBM TEAM shall provide a perpetual, non-exclusive, transferable, fully paid, irrevocable, assignable license to the COMMISSION in exchange for adequate consideration which is included in the Contract Price and, at no additional charge to the COMMISSION, which shall permit the COMMISSION, and its employees, agents, contractors and other authorized users, to install, store, operate, use, modify, and customize, all DBM TEAM underlying works and DBM TEAM derivatives and updates thereto that are or may become needed in order to allow the COMMISSION to install, store, operate, use, modify, and customize the software as more fully described herein and in the Contract Documents. DBM TEAM shall also offer to the COMMISSION the right to receive Maintenance (including all enhancements and upgrades) and support with respect to such DBM TEAM underlying works and DBM TEAM derivatives for so long as the COMMISSION requires, at rates as least as good as DBM TEAM is offering to other customers for services of a similar nature and scope. Thereafter, the COMMISSION shall have the right to install, store, operate, use, modify and customize the software, or to have third parties install, store, operate, use, modify, and customize the software, and in the event applicable, the COMMISSION shall own all title to and rights in any modifications or customizations of the software. To effect the intent of the foregoing, COMMISSION and DBM TEAM shall enter into that certain Software License Agreement, a form of which is attached hereto and made a part of RFP Tab 5, Agreement, Exhibit A, and that certain Software Escrow Agreement, which is an exhibit to such Software License Agreement.

B. Prior to depositing the software and related documentation into Escrow, the DBM TEAM shall submit the name of the Escrow Agent to the COMMISSION for its approval.

ARTICLE 16. MISCELLANEOUS

16.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given.

1. If delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended;
2. If delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice; or
3. If transmitted by facsimile, the time at which a machine generated confirmation states the notice was received at the facsimile telephone number of the intended recipient last known by the sender.
4. Any notice to the COMMISSION shall be addressed as follows:

If to the COMMISSION:

Delaware River Joint Toll Bridge Commission
Administration Building
110 Wood Street
Morrisville, PA 19067
Attn: Joseph J. Resta, Executive Director

Delaware River Joint Toll Bridge Commission
General Conditions

Attn: Roy W. Little, P.E. Chief Engineer

If a legal matter copies to: William Sasso, Esquire
Stradley, Ronon, Stevens and Young LLP
2005 Market Street, Suite 2600
Philadelphia, PA 19103

and

Michael Perrucci, Esquire
Florio, Perrucci, Steinhardt and Fader
235 Frost Avenue
Phillipsburg, NJ 08865

16.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

B. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

16.03 Notice of Claim

A. Should DBM TEAM suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within thirty (30) days of the first observance of such injury or damage. The provisions of this paragraph 16.03.A shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.04 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, any general or specific warranties, guarantees and indemnities imposed upon DBM TEAM and all of the rights and remedies available to COMMISSION thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.05 Survival of Obligations

A. All representations, indemnifications, warranties and guarantees of the DBM TEAM made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations of the DBM TEAM indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the

**Delaware River Joint Toll Bridge Commission
General Conditions**

Agreement.

16.06 Waiver of Liens

A. The DBM TEAM shall execute a Waiver of Liens in a form acceptable to the COMMISSION.

16.07 Responsibility Provisions

A. The DBM TEAM certifies, for itself and all its Subcontractors, that as of the date of its execution of the Agreement, that neither the DBM TEAM, nor any Subcontractors, nor any Suppliers are under suspension or debarment by the Commonwealth of Pennsylvania, the State of New Jersey or any governmental entity, instrumentality, or authority and, if the DBM TEAM cannot so certify, then it agrees to submit, along with its Proposal, a written explanation of why such certification cannot be made. Furthermore, the DBM TEAM agrees to complete the Certificate of Eligibility, the form of which is included in the Contract Documents, stating that the DBM TEAM is duly authorized to do business in the Commonwealth of Pennsylvania and the State of New Jersey.

B. The DBM TEAM also certifies that, as of the date of its execution of the Agreement, it has no tax liabilities or outstanding Commonwealth of Pennsylvania or State of New Jersey obligations.

C. The DBM TEAM's obligations pursuant to these provisions are ongoing from and after the Effective Date of the Agreement through the termination date thereof. Accordingly, the DBM TEAM shall have an obligation to inform the COMMISSION if, at any time during the term of the Agreement, it becomes delinquent in the payment of taxes, or other Commonwealth of Pennsylvania or State of New Jersey obligations, or if it or any of its Subcontractors are suspended or debarred by the Commonwealth of Pennsylvania, the State of New Jersey, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment.

D. The failure of the DBM TEAM to notify the COMMISSION of its suspension or debarment or the suspension or debarment of its Subcontractors or Suppliers by the Commonwealth of Pennsylvania, the State of New Jersey, any other state, or the federal government shall constitute an event of default of the Agreement by the DBM TEAM.

E. The DBM TEAM agrees to reimburse the COMMISSION for the reasonable costs of investigation incurred by the COMMISSION for investigations of the DBM TEAM's compliance with the terms of this Paragraph 16.06 of these General Conditions. Such costs shall include, but shall not be limited to, salaries of investigators, including, without limitation, overtime, travel and lodging expenses, attorney's fees, professional fees, architect fees, construction management fees, expert witness fees, documentary fees and all other costs and expenses related thereto.

16.08 Uniform Construction Code

A. The DBM TEAM shall, where applicable, comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304, as amended by S.B. 1139, Session of 2004, as further amended from time to time when the DBM TEAM is performing Work in the Commonwealth of Pennsylvania.

Delaware River Joint Toll Bridge Commission
General Conditions

B. The DBM TEAM shall, where applicable, comply with all requirements of the State Uniform Construction Code Act for New Jersey, 52:27D-119, et seq., as amended from time to time and the New Jersey Uniform Construction Code under N.J.A.C. 5:23-1.1 et seq., as amended from time to time when the DBM TEAM is performing Work in the State of New Jersey.

16.09 Non-Communication Order

A. All communication to the public or news media will be through or by the COMMISSION. The DBM TEAM shall not communicate with the public or news media other than through the COMMISSION.

16.10 Waivers

A. Neither the failure nor any delay on the part of the COMMISSION to exercise any right, remedy, power, or privilege under the Contract Documents will operate as a waiver, nor will any single or partial exercise of any right, remedy, power or privilege preclude any other or future exercise of the same or of any other right, remedy, power, or privilege. Any waiver of such item with respect to any one occurrence will not be construed as a similar waiver with respect to any other occurrence.

16.11 Forum Selection

A. The parties agree that all actions, claims and disputes shall be brought in any state court of the State of New Jersey or the Commonwealth of Pennsylvania, or the United States District Court of New Jersey or the United States District Court for the Eastern District of Pennsylvania, as the COMMISSION so desires, and such courts shall have sole and exclusive jurisdiction and venue over such actions, claims and disputes arising out of or in connection with the Contract Documents, or the breach thereof.

16.12 Limitation of Actions

A. Any action by DBM TEAM in connection with or arising out of the Contract Documents or the breach thereof, must be commenced by the DBM TEAM within the shorter of two (2) years after the expiration or termination of the Contract Documents or expiration of the applicable statute of limitations.



Delaware River
Joint Toll Bridge
Commission

SUPPLEMENTARY CONDITIONS

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

Table of Contents

ARTICLE 1.	AFFIRMATIVE ACTION REQUIREMENTS	1
ARTICLE 2.	COORDINATION WITH COMMISSION AND COMMISSION'S CONTRACTORS	2
ARTICLE 3.	DUTIES OF DBM TEAM UNDER APPLICABLE PREVAILING WAGE RATES2	
ARTICLE 4.	ASBESTOS MANAGEMENT DURING CONSTRUCTION	4
ARTICLE 5.	ACT 3	5
ARTICLE 6.	EROSION CONTROL	6
ARTICLE 7.	ANTI-POLLUTION LEGISLATION	6
ARTICLE 8.	WORK HOURS AND BUILDING SECURITY	7
ARTICLE 9.	PERMISSIBLE NOISE LEVELS	8
ARTICLE 10.	DESIGN SUBMISSIONS FOR TEMPORARY WORKS	8
ARTICLE 11.	MINIMUM EQUIPMENT AND LABOR.....	8
ARTICLE 12.	ADVANCE NOTICE OF TRAFFIC RESTRICTIONS.....	8
ARTICLE 13.	EXISTING PAINT COATINGS.....	9
ARTICLE 14.	PROTECTION OF EXISTING UTILITIES.....	9
ARTICLE 15.	REFERENCED STANDARD SPECIFICATIONS	9
ARTICLE 16.	PERSONNEL IDENTIFICATION BADGES	9
ARTICLE 17.	ALLOWANCE FOR UNFORSEEN WORK.....	10
ARTICLE 18.	PARTNERING	10
ARTICLE 19.	PROJECT SCHEDULE.....	11
ARTICLE 20.	MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION	17
ARTICLE 21.	CLEANING AND RESTORATION OF PROJECT SITE.....	18

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

ARTICLE 22. ENVIRONMENTAL PROTECTION.....	19
ARTICLE 23. WORKER HEALTH AND SAFETY	19
ARTICLE 24. GUIDELINES ON CONFLICT OF INTEREST AND RECUSAL	20
ARTICLE 25. RELIABLE CONTRACTOR	24
ARTICLE 26. IDENTIFIED BUSINESS ENTERPRISE (IBE) PROGRAM	26
ARTICLE 27. HOMELAND SECURITY I-9 FORMS CERTIFICATION	26

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

ARTICLE 1. AFFIRMATIVE ACTION REQUIREMENTS

- (1) The requirements set forth herein constitute the affirmative action requirements for Project activities under this Contract.

The goal for this Contract is for ten (10) percent of employees of DBM TEAM and its Subcontractors to be Minority Persons. For purposes of this Contract, a Minority Person shall mean an individual who is a citizen or lawful permanent resident of the United States who is Black (a person having origins in any of the black racial groups of Africa); Hispanic (a person of Spanish culture with origins in Mexico, South or Central America, Puerto Rico or Cuba, regardless of race); Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, regardless of race); American Indian or Alaskan Native (a person having origins in any of the original peoples of Northern America).

- (a) Designate a liaison officer authorized to administer this program in good faith in cooperation with COMMISSION'S affirmative action officer during the term of this Contract.
 - (b) Insert all advertisements for employees in connection with this Contract in newspapers having a large circulation in the area of the Work among minority groups.
 - (c) Conduct and direct systematic recruitment of employees in connection with this Contract through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, schools, colleges, unions, and minority group organizations.
 - (d) Use maximum effort to obtain the cooperation of unions to increase opportunities for minority groups for employment, training, and promotion.
 - (e) Provide assistance to minority group employees for entrance into training programs, i.e., apprenticeship and on-the-job training programs.
 - (f) Provide assistance to minority group employees in increasing their skills so that they may qualify for high paying employment.
- (2) Submit the Certification of Compliance with Affirmative Action Requirements, with the Proposal, stating compliance with these affirmative action requirements. Failure to submit the Certification of Compliance with Affirmative Action Requirements, or submission of a false Certification of Compliance with Affirmative Action Requirements will be reason to reject the Proposal.
- (3) Work may be suspended, and any Subcontractor will not be approved for participation in the Contract, for failure to provide reasonable documentation of a good faith effort to achieve the goals of the affirmative action requirements.
- (4) Be responsible for all Subcontractors compliance with the affirmative action requirements and goals.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

- (5) Submit payroll records on a monthly basis for all persons working on the Project and indicate those classified as a Minority Person.

ARTICLE 2. COORDINATION WITH COMMISSION AND COMMISSION'S CONTRACTORS

The right is reserved by the COMMISSION to do work with its own employees or by retaining its own Contractors during the duration of this Contract. The DBM TEAM shall cooperate with the COMMISSION'S employees and any other Contractors retained by the COMMISSION for this Project. The COMMISSION'S ENGINEER will resolve any disputed questions regarding the DBM TEAM's access to and cleaning up of the Site and priority of performance between the DBM TEAM, the COMMISSION'S employees and any Contractors retained by the COMMISSION. The DBM TEAM shall not make a claim for damages due to delays caused by acts or omissions of the COMMISSION'S employees or any other Contractors retained by the COMMISSION as the DBM TEAM's sole remedy shall be to submit a claim for an extension of the Contract Times (or Milestones) in accordance with the requirements of Article 10 of RFP Tab 6, General Conditions.

ARTICLE 3. DUTIES OF DBM TEAM UNDER APPLICABLE PREVAILING WAGE RATES

The attached general prevailing wage rates including contributions for employee benefits, have been determined by either the Secretary of Labor and Industry from Pennsylvania or the Commissioner of Labor from New Jersey.

3.1 The DBM TEAM shall pay no less than the wage rates determined by the Secretary of Labor and Industry from Pennsylvania for Work performed in Pennsylvania and no less than the wage rates determined by the Commissioner of Labor from New Jersey for Work performed in New Jersey. To the extent that there is a conflict between the wage rates determined by the Secretary of Labor and Industry from Pennsylvania and the Commissioner of Labor from New Jersey on any specific Project Site the DBM TEAM shall pay the higher of the two wage rates.

3.2 The attached general prevailing wage rates are those cash rates and fringe benefits in effect on the date the Contract is awarded. All applicable rate increases must be paid by the DBM TEAM, at its sole cost and expense, to the work force beginning on the date specified.

3.3 The workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as hereinafter set forth. If the DBM TEAM does not pay the itemized employee benefits portion of the general prevailing wage rates to a payee designated in a collective bargaining agreement, then the DBM TEAM shall pay them directly to the employee on each payday.

3.4 These Contract provisions shall apply to all Work performed under this Contract by the DBM TEAM and any Subcontractors.

3.5 The DBM TEAM shall insert in each of its subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

3.6 No workmen may be employed on the Project except in accordance with the classifications set forth herein. In the event that additional or different classifications are necessary the procedure set forth in the applicable regulations shall be followed.

3.7 All workmen employed or working on the Project shall be paid unconditionally, regardless of whether any contractual relationship exists, or the nature of any contractual relationship which may be alleged to exist between the DBM TEAM, Subcontractors and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification.

3.8 The DBM TEAM and each Subcontractor shall post for the entire period of Construction the wage determination decisions set forth herein, including, without limitation, the effective date of any changes thereof, in a prominent and easily accessible place or places at the Site of the Work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

- (a) Name of Project
- (b) Name of agency (Delaware River Joint Toll Bridge Commission) for which it is being constructed.
- (c) The crafts and classifications of workmen listed herein.
- (d) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
- (e) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the DBM TEAM and/or Subcontractor are not complying with these requirements in any manner whatsoever they may file a protest in writing with the COMMISSION'S ENGINEER within three (3) months of the date of the occurrence, objecting to the payment to the extent of the amount or amounts due or to become due to them as wages for Work performed on this Project. Any workmen paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the Contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

3.9 The DBM TEAM and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including, but not limited to, employee benefits) to each workman employed by DBM TEAM in connection with this Contract and such record must include, without limitation, any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall be open at all reasonable hours to the inspection of the COMMISSION'S ENGINEER or his duly authorized representatives.

3.10 Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the applicable State Apprenticeship and Training Programs. Any workman using the tools of a craft who does not qualify as an

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

apprentice within the provisions of the subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

3.11 Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the COMMISSION'S ENGINEER has determined to be included in the general prevailing minimum wage rates shall pay the monetary equivalent thereof directly to the workmen.

3.12 Payment of compensation to workmen for Work performed on this Project on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of Work, or the production of a certain result shall be deemed a violation of this Contract regardless of the average hourly earnings resulting therefrom.

3.13 The DBM TEAM and each Subcontractor shall file a statement each week and a final statement at the conclusion of the Work on this Contract with the COMMISSION, under oath, and in form satisfactory to the COMMISSION'S ENGINEER, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract, or, if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

Prevailing Wage Rates can be found in TAB 9 of this RFP.

ARTICLE 4. ASBESTOS MANAGEMENT DURING CONSTRUCTION

4.1 The DBM TEAM is advised that the COMMISSION has instituted an Asbestos Management Plan (AMP) enforced at all of its facilities. The AMP includes, without limitation:

- (a) Written documentation of the asbestos identification survey data available at each facility, as well as records of previous asbestos abatement projects; and
- (b) Written procedures to be followed by both the COMMISSION'S staff and all contracted parties relative to notification of personnel, especially construction staff, considerations regarding the presence of asbestos-containing materials and suspected asbestos-containing materials, and interface between contracted parties and the COMMISSION'S ENGINEER.

4.2 Further, the COMMISSION has standing contractual arrangements with an environmental consultant and an asbestos abatement contractor to provide assessment and abatement activities on an expedited basis when concerns arise on asbestos abatement projects.

4.3 The DBM TEAM is required to conduct its Work in accordance with the requirements of the AMP. The AMP specifically prohibits any DBM TEAM from handling of asbestos-containing materials in any way. Rather, the DBM TEAM shall notify the COMMISSION'S ENGINEER of any and all instances where the DBM TEAM believes that its Work may require disturbance of an asbestos-containing material, whether known or suspected. The COMMISSION'S ENGINEER, in consultation with its environmental consultant when necessary, will provide evaluation of conditions brought to its attention by the DBM TEAM.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

4.4 As a matter of this Contract, the DBM TEAM is required to provide competent personnel to prospectively evaluate the DBM TEAM's Work areas, and consider what known asbestos-containing material (as identified in the AMP), or other suspect asbestos-containing material, is present in locations that may be disturbed by the DBM TEAM's Work activities. Further, the DBM TEAM is responsible for maintaining the presence of a 'Competent Person' as defined in the OSHA Asbestos Standard for Construction, on-site during all Work. That Competent Person shall be responsible for continuous evaluation of the DBM TEAM's Work area, especially relative to the potential of other suspect asbestos-containing material that may be encountered in previously concealed locations uncovered by the Work.

4.5 The COMMISSION shall respond within a reasonable period of time to the DBM TEAM's written notice of concern regarding potential asbestos management issues.

4.6 The COMMISSION shall not be responsible for delays in execution of any portion of the DBM TEAM's Work arising from the COMMISSION'S response to notification of a potential asbestos management issue.

ARTICLE 5. ACT 3

In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, (March 3, 1978 P.L. 6), as amended from time to time (73 P.S. Section 1881, et seq.), every public agency shall require that every Contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the Contract, only those steel products produced in the United States, as herein defined, shall be used or supplied in the performance of the Contract or any Subcontractors thereunder.

"Public Works" are defined as any structure, building, highway, waterway, street, bridge, transit system, airport or other betterment, Work or improvement whether of a permanent or temporary nature and whether for governmental or proprietary use. This term includes, but is not limited to, any railway, street railway, subway, elevated and monorail passenger or passenger and rail rolling stock, self-propped cars, gallery cars, locomotives, passenger buses, wires, poles and equipment for electrification of a transit system, rails, tracks, roadbeds, guideways, elevated structures, buildings, stations, terminals, docks, shelters and repairs to any of the foregoing.

"Steel products" are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process and shall include cast iron products, machinery and equipment listed in United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical) and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least seventy-five percent (75%) of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States. Transportation equipment shall be determined to be a United States steel product if it complies with Section 165 of Public Law 97-424 (96 Stat. 2136).

Delaware River Joint Toll Bridge Commission Supplementary Conditions

"United States" are defined as the United States of America and include all territory, continental or insular, subject to the jurisdiction of the United States.

In accordance with Act 161 of 1982 (June 18, 1982 P.L. 556) cast iron products shall also be included and produced in the United States. Act 144 of 1984 (July 9, 1984 P.L. 674) further defines "steel products" to include machinery and equipment. Act 142 of 1980 (Oct. 5, 1980 P.L. 693), Act 161 of 1982 and Act 141 of 1984 provide clarifications and penalties and the DBM TEAM shall abide by these Acts, as amended from time to time.

The DBM TEAM shall provide a certification to the COMMISSION'S ENGINEER with each shipment of steel products delivered to the Project Site that such steel products comply with Act 3.

The provisions of Act 3 shall not be considered as waived under any circumstances unless the COMMISSION has determined that a certain steel product or products are not produced in the United States in sufficient quantities to meet the requirements of the Contract.

ARTICLE 6. EROSION CONTROL

In the event that the DBM TEAM performs excavation Work the DBM TEAM and its Subcontractors shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the DBM TEAM shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary Site Work in accordance with said plan. The plan shall be available at the Site at all times. The DBM TEAM and its Subcontractors shall maintain all devices as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

Site Excavation: The DBM TEAM shall, not less than three (3) working days nor more than ten (10) working days prior to beginning excavation or demolition Work as defined in 73 P.S. § 176, request the location and type of facility owner lines at the Project Site by notifying the facility owner through a one call system as defined in 73 P.S. § 176. The DBM TEAM shall inform each operator employed at the Site of the Work of the information received with respect to location and type of underground installations and any other information required by the Pennsylvania Underground Utility Protection Act (73 P.S. § 176, et seq.). The DBM TEAM shall report immediately to the user of the underground installations and to the COMMISSION, any break or leak in its lines or dent, gouge, groove or other damage to such lines, to their coating or cathodic protection, made or discovered in the course of the excavation or demolition Work. Furthermore, the DBM TEAM shall become thoroughly acquainted with and comply with all other terms and conditions specified in the Pennsylvania Underground Utility Protection Act, as amended from time to time. Furthermore, the DBM TEAM shall complete the Site excavation in full compliance with all applicable standards, codes, laws, ordinances, regulations and/or requirements of any applicable State, Federal or governmental agency.

ARTICLE 7. ANTI-POLLUTION LEGISLATION

62 Pa. C.S.A. Section 3301 of the Commonwealth of Pennsylvania requires that PROPOSERS on construction contracts, for the Commonwealth of Pennsylvania be advised that there are

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Proposals are being received. The PROPOSERS shall comply with all such provisions of Federal and State statutes, rules and regulations.

ARTICLE 8. WORK HOURS AND BUILDING SECURITY

The Work hours for this Project shall be structured so as to minimize the impact to the COMMISSION'S operations, both inside the buildings and out on the roadways.

For outside plant Work, the Work shall be performed during working hours and DBM TEAM will not perform Work on Saturday, Sunday or any legal holiday without COMMISSION'S prior written consent, which shall not be unreasonably withheld. All Work involving traffic restrictions shall be performed on weeknights between the hours of 9:30 PM (Monday to Thursday) to 6 AM on the following morning and/or on weekends between the hours of 9:30 PM Friday night to 6 AM on Monday morning.

For inside plant Work, the DBM Team shall schedule Work activities to accommodate the normal Work schedule for the facilities. The COMMISSION'S maintenance staff's work shift is 7 AM to 3 PM during the week; the administrative staff schedule is from 8 AM to 4 PM during the week; the toll operations staff schedule is 24 hours per day, seven days per week, including holidays.

The DBM Team shall arrange activities to normally provide the installation Work associated with the building facilities only between the hours of 4:30 PM and 1:30 AM (Monday thru Friday). Noisy Work activities shall comply with local noise ordinances, as applicable, and shall be performed during times when the building facilities are not occupied.

Where the DBM TEAM can readily identify Work activities which may be better performed during normal daytime hours and such Work activities will not affect the staff at the Site, the DBM TEAM may propose these activities for special consideration by the COMMISSION. The DBM TEAM's Proposal shall be submitted to the COMMISSION for consideration at least fourteen (14) calendar days before the Work activity is scheduled to be done. The Work shall be limited to those activities where excessive noise and debris will not contribute to a loss of operational performance of the COMMISSION. The COMMISSION shall be the sole judge in determining whether the DBM TEAM's proposed activities constitute an acceptable Proposal; and, in the event of a problem, will determine whether or not these activities can remain in effect or if they will be moved to the off-hours time schedule. No increase in the Contract Price will occur as a result of the DBM TEAM's decision to submit such a Proposal to the COMMISSION or the COMMISSION'S decision to approve or reject the DBM TEAM's Proposal.

The COMMISSION'S ENGINEER may permit additional working hours subject to formal review and approval and solely at the discretion of the COMMISSION'S ENGINEER.

In addition, the DBM TEAM shall implement a security program in association with accessing building facilities.

General Responsibilities / Duties: Any gate in the security fence opened by the DBM TEAM for the performance of the Work shall be controlled by the DBM TEAM to keep unauthorized

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

vehicles and personnel from accessing the secured area. All gates used by the DBM TEAM shall be closed and secured when not in use.

The DBM TEAM shall maintain a daily list of all persons under its care, custody, or control including, without limitation, Subcontractors, Suppliers, etc., which are on Site. Unauthorized vehicles and personnel must be instructed to leave the area immediately.

All personnel involved in the Project must remain in the immediate vicinity of the Site. Random movement by personnel and vehicles throughout the facility is not permitted for purposes of safety and security.

Failure of the DBM TEAM to comply with safety and security directions from the COMMISSION'S ENGINEER shall result in termination of the Contract.

During the entire period of performance of the Contract, all security fencing shall remain intact.

ARTICLE 9. PERMISSIBLE NOISE LEVELS

The DBM TEAM shall take steps through the use of sound attenuating equipment and/or procedures as necessary to minimize noise generated by its operations in order to comply with all noise ordinances applicable to the Project.

ARTICLE 10. DESIGN SUBMISSIONS FOR TEMPORARY WORKS

This Article 10 refers to Work which calls for submission of plans and calculations for designs that include temporary structural supports.

Submit for approval structural design calculations, plans and details for temporary works. Have structural design calculations, plans, and details performed, signed, sealed by a professional engineer familiar with bridge construction, and registered in the Commonwealth of Pennsylvania and the State of New Jersey. Plans for temporary works shall demonstrate that the existing structure is not overstressed and that a safe loading condition exists at all times during Construction and during periods of unrestricted traffic.

ARTICLE 11. MINIMUM EQUIPMENT AND LABOR

The DBM TEAM shall provide sufficient manpower and resources to complete the Work. A competent resident superintendent shall be present at all times during construction and installation. Failure on any day to meet these requirements may cause the COMMISSION'S ENGINEER to prohibit the DBM TEAM from working that day. In such instances, the Contract Time will not be extended.

ARTICLE 12. ADVANCE NOTICE OF TRAFFIC RESTRICTIONS

Notify the COMMISSION'S ENGINEER at least fourteen (14) calendar days in advance of the start of any operation which will affect the flow of traffic and provide the COMMISSION'S

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

ENGINEER with details of the Work to be done. After notification, the COMMISSION will advise the public of these traffic restrictions and possible delays.

ARTICLE 13. EXISTING PAINT COATINGS

The COMMISSION makes no representation with regard to the number, type, thickness, and condition of the existing paint coatings. Some or all of the existing paint coatings may contain lead, basic lead silica chromate and other toxic metals.

The DBM TEAM is fully responsible for all existing conditions at the Work Site.

All Work in any way involving lead based paint, lead based painted steel, and/or basic lead silica chromate or other toxic metals shall be in compliance with all USEPA, NJDEP, PADEP, OSHA, USCG, and other regulatory agencies with jurisdiction, promulgating rules, regulations, standard and guidelines in effect during execution of the Work.

ARTICLE 14. PROTECTION OF EXISTING UTILITIES

The DBM TEAM is responsible for providing protection to prevent damage to existing utilities at all times. Any utilities damaged during Construction shall be replaced at the DBM TEAM's expense.

ARTICLE 15. REFERENCED STANDARD SPECIFICATIONS

The latest issue, revision, or amendment of the reference standards in effect on the date of submission of Proposals shall govern unless otherwise specified. In the event that there is a conflict between the terms of the Contract Documents and the referenced standard specifications, the terms of the Contract Documents shall govern. Other standards in addition to those listed are referenced in the Contract Documents.

Pennsylvania Department of Transportation Specification Publication 408/2003, and related interims and standards. Publication 408/2003 refers to the 2003 edition of the Specifications.

ARTICLE 16. PERSONNEL IDENTIFICATION BADGES

Each "on-site" employee assigned or attached to any organization associated with this Project must wear a Personnel Identification Badge at all times. Personnel Identification Badges shall display a passport style photograph and present information including, but not limited to, company name, employee name and affiliation.

The DBM TEAM shall provide the COMMISSION'S ENGINEER with "sample" Photo Identification Badge(s) for approval as well as a list of "on-site" employees for each of the above referenced organizations. "On-site" employees without a proper Photo Identification Badge shall not be permitted to remain on Site.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

ARTICLE 17. ALLOWANCE FOR UNFORSEEN WORK

The DBM TEAM shall provide a predetermined allowance of \$200,000 for the performance of unforeseen work. This predetermined allowance shall be solely owned by the COMMISSION and as such the COMMISSION shall have sole discretion relating to the use of this predetermined allowance during Phases 2 and 3, as defined in Tab 6, General Conditions. Furthermore, after Substantial Completion, any unused portion of the allowance shall be credited back to the COMMISSION via a deduct Change Order, reducing the overall value of the Contract Price accordingly.

The value of any Work covered herein shall be determined in accordance with Article 9 of Tab 6 General Conditions.

ARTICLE 18. PARTNERING

In accordance with Section 104.01 of Publication 408, INTENT OF PLANS AND SPECIFICATIONS (Pennsylvania Department of Transportation Specification Publication 408/2003, and related interims and standards. Publication 408/2003 refers to the 2003 edition of the Specifications), and as follows:

- (a) Covenant of Good Faith and Fair Dealing. This Contract, in its performance and enforcement, imposes an obligation of good faith and fair dealing on the DBM TEAM and the COMMISSION. The DBM TEAM and the COMMISSION, with a positive commitment to honesty and integrity, agree to the following mutual duties:
- To function within the laws and statutes applicable to their duties and responsibilities,
 - To assist in the other's performance,
 - To avoid hindering the other's performance,
 - To proceed to fulfill obligations diligently, and
 - To cooperate in the common endeavor of the Contract.
- (b) Partnering. The COMMISSION intends to encourage the formation of a cohesive partnership with the DBM TEAM and its principal Subcontractors and Suppliers. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient Contract performance and completion of all Work within budget, on schedule, and in accordance with the Contract Documents.

This partnership will be bilateral in makeup, and participation will be required. Participation is a requirement of the Contract and, therefore, the costs associated with partnering are to be included in the Proposal.

To implement this partnering initiative prior to the start of Work, as specified in sections 108.02 and 108.03 of Publication 408, the DBM TEAM's management personnel and the COMMISSION'S ENGINEER are to organize a Partnering Seminar/Team Building Workshop as follows:

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

1. Facilitator. The DBM TEAM shall submit three names of experienced facilitators for the COMMISSION's consideration and approval. Provide qualifications and references for each of the three facilitators identified.
2. Attendees. Persons required to be in attendance are the COMMISSION'S ENGINEER, the COMMISSION'S Program Manager, DBM TEAM's Project Manager (Superintendent), Inspector-in-Charge, the DBM TEAM's home office manager, and key project personnel, Subcontractors and Suppliers. The Project design engineers, key specialty or technical personnel, utility management personnel, and key local government personnel should also be invited to attend, as necessary. The DBM TEAM may wish to have Regional and Corporate level managers in attendance. The COMMISSION may wish to have headquarters and managers in attendance.
3. Agenda. Workshop agenda is to consist of at least the following:
 - o Discussion of partnering principals
 - o Development of a Project charter with defined goals and objectives
 - o Defined problem solving procedure and evaluation process

Approximately one-third of the workshop should be devoted to team building and problem solving techniques, with the remainder of the time being devoted to defining Project goals and objectives and issue resolution.

4. Duration. Workshop duration should normally be a half day, but may be modified to Project related variables such as cost, complexity, number of stakeholders, Project personnel, partnering experience, number of potential issues, and other Project-related variables.
5. Location. The workshop is located at a "neutral" site, in Pennsylvania or New Jersey within twenty (20) miles of the Morrisville Administration Building, as approved by the COMMISSION.

Follow-up workshops may be held periodically throughout the duration of the Contract as agreed to by the DBM TEAM and the COMMISSION.

Further, to conclude this partnering initiative, the DBM TEAM shall participate in a rededication ceremony to celebrate the conclusion of the Project.

The establishment of a partnership charter on this Project will not change the legal relationship of the parties to the Contract nor relieve either party of responsibility for any of the terms of the Contract.

6. Workshop shall be scheduled to take place two (2) weeks after the Contract Times commencement date.

ARTICLE 19. PROJECT SCHEDULE

(1) GENERAL

Delaware River Joint Toll Bridge Commission Supplementary Conditions

This Work consists of the preparation and maintenance of a Project Schedule using the Critical Path Method (CPM) of scheduling which shall be developed and used by the DBM TEAM to demonstrate DBM TEAM planning for the performance and progress of all activities, in accordance with Contract Documents.

By submitting a Proposal on the Project, the DBM TEAM is representing to the COMMISSION that the Project can be completed within the Contract Times and in accordance with all Project Milestone Dates identified in the Project Schedule. The DBM TEAM shall include any and all costs which may be incurred in order to meet all of the requirements of this Contract and to complete the Contract Work by the Contract Times, and in accordance with all Project Milestone Dates detailed in the Project Schedule and approved by the COMMISSION from time to time.

The following definitions apply:

- (a) Critical Activities: Activities that control the total duration of a Project, by forming a chain making up the longest sum of durations in a Project. This chain of critical activities forms the critical path of a Project.
- (b) Float: The length of time the start or finish of an activity can be delayed without delaying the Contract Times or Project Milestones Dates. Float is a shared commodity.
- (c) Project Milestone Dates: Contractual milestones as defined in the Project Schedule approved by the COMMISSION.

The DBM TEAM shall assign a person, with decision-making authority, responsible to manage this Work.

The Project Schedule shall be prepared in the software and form as set forth in the Technical Requirements and shall be updated, presented and maintained in accordance with the requirements set forth therein.

(2) PROCEDURES

A. "Scheduling Conferences"

- 1. Attend a Scheduling conference with the COMMISSION'S ENGINEER as set forth in the General Conditions
- 2. Be prepared to discuss concepts and the logic to be used in sequencing Work activities for development of the schedule.
- 3. In addition, designate a representative to serve as the CPM Scheduler to meet all requirements.

B. Preliminary Project Schedule

Submit and revise a Project Schedule which itemizes the Work and defines the DBM TEAM's plan for the completion of the Project as set forth in RFP Tab 6, General Conditions, Articles 2.04, 2.05 and 2.06. This Project Schedule will provide detail in full accordance with all requirements of the Contract Documents as well as summary logic for the full Contract Time. The use of lag or lead times in the Project Schedule is not permitted. All relationships shown are to be Finish to Start relationships. No Work on the Project will be permitted by the DBM TEAM or any Subcontractors until

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

the COMMISSION'S ENGINEER receives, reviews, issues, comments, and accepts this Project Schedule. Additionally, no extension of Contract Time will be allowed for any delays associated with the DBM TEAM's preparation and the COMMISSION'S ENGINEER'S review and acceptance of the Project Schedule.

C. Project Schedule

As set forth above in this Article 19, and in RFP Tab 6, General Conditions Article 2 and in RFP Tab 2, Technical Requirements, DBM team shall prepare, complete, and submit to the COMMISSION'S ENGINEER for review, a Project Schedule, incorporating the schedules for all Subcontractors, interfaces with Contractors on adjacent Contracts and utilities performing Work in full accordance with this Contract. As such, it will comply fully with all Contract provisions including, but not limited to, the requirements regarding Contract Time, Project Milestone Dates, coordination and cooperation with utility companies, governmental agencies, Construction noise restrictions and the requirements specified in Publication 408 Section 100 General Provisions.

Acceptance of the Schedule does not approve the DBM TEAM's estimate of resources (labor and equipment) or production rates. The DBM TEAM is responsible to perform all Work in accordance with the Schedule including all accepted revisions. However, nothing in the Schedule shall supersede the Contract Time requirements including, without limitation, all Project Milestone Dates, and all coordination and cooperation requirements of the Contract.

(3) PROGRESS REVIEW MEETINGS

- A. Progress meetings shall be conducted in accordance with the schedule, frequency and manner set forth in the Technical Requirements.

(4) UPDATING

- A. Schedule information shall be updated on a monthly basis as set forth in the Technical Requirements.
- B. Updates and Progress Reports shall be submitted as set forth in the Technical Requirements
- C. The Schedule will not be revised as long as the DBM TEAM actually performs the Work in the order and sequence shown on the Schedule. If the DBM TEAM changes the order of his operations on the Project so that the Schedule no longer indicates reasonable logic for completing the Contract, the DBM TEAM shall submit Schedule revisions to the COMMISSION'S ENGINEER for review, comment, and acceptance and comply with all comments issued by the COMMISSION'S ENGINEER as a result of such review without additional cost to the COMMISSION. Such a revision shall comply with all Contract Time requirements.
- D. If the COMMISSION revises the Work and affects the sequence of operations or duration of time on Work activities, the Schedule shall be revised promptly by the

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

DBM TEAM in accordance with the Contract Documents by adding, deleting, or revising activities and/or changing restraints on the Schedule to indicate the DBM TEAM's current plans for completing the Work as revised. Submit such changes for the COMMISSION'S ENGINEER's review, comment, and acceptance.

- E. Immediately notify the COMMISSION'S ENGINEER if a problem arises requiring direction to the DBM TEAM by the COMMISSION'S ENGINEER. Identify in writing all changes in activity durations or planned Work sequences that impact the Contract Times or any Project Milestone Date and are caused by differing Site conditions, changes in quantities. The DBM TEAM shall completely identify the problem and describe "Who, What, When, Where, Why and How" the problem impacts the Schedule. The COMMISSION'S ENGINEER will verify the problem in accordance with the Contract and provide direction to the DBM TEAM. Submit a schedule report to the COMMISSION'S ENGINEER, outlining the effect that changes, or Work directed by the COMMISSION'S ENGINEER might have on the Schedule, within seven (7) calendar days after receiving the change or direction. In cases where a Change Order is required, the DBM TEAM shall revise the Schedule to accommodate the proposed change, the preparation of cost or credit estimates, issuance of the Change Order, negotiations, review and approval of samples, drawings, procurement of materials and the performance or deletion of Work. Submit proposed Schedule revisions to the COMMISSION'S ENGINEER for review, comment and acceptance.

(5) SUBMITTALS

- A. All data required as set forth in the Technical Requirements shall be submitted in accordance with the requirements set forth in the Technical Requirements and in the Contract Documents.
- B. Failure by the DBM TEAM to submit a Project Schedule or any required revisions or updates thereto within the time limits specified, shall be sufficient cause for the COMMISSION'S ENGINEER to withhold processing of current payments until such delinquent submittal is made. Should the DBM TEAM fail to submit the schedule information within twenty-eight (28) calendar days, after the Project Schedule update, a material breach of Contract shall result from failure to provide the COMMISSION'S ENGINEER with the required schedule information. This material breach of Contract shall be considered to be the DBM TEAM's default of Contract, and as such, the DBM TEAM may be terminated for cause in accordance with the terms of the Contract Documents.
- C. The COMMISSION'S ENGINEER's review of a schedule shall in no way waive the requirements of this Contract nor shall it excuse the DBM TEAM of any obligations under this Contract. Should a situation occur, such that an activity required by the Contract is not accurately depicted in the schedule, and its insertion impacts the Contract Times, the DBM TEAM must take the necessary action to recover the lost time. These efforts will be made at no additional cost to the COMMISSION.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

(6) RECOVERY SCHEDULE

- A. The COMMISSION reserves the right to require a Recovery Schedule and implementation of such a Recovery Schedule. All statements regarding progress shall be subject to verification by the COMMISSION'S ENGINEER. Revise such statements if necessary, to reflect any changes identified by the COMMISSION'S ENGINEER. All changes identified in a schedule revision shall be reviewed by the COMMISSION'S ENGINEER and shall be subject to acceptance or rejection on the basis of compliance with the Contract Documents. Accept and comply with all comments issued by the COMMISSION'S ENGINEER as a result of any review of a schedule.
- B. If the COMMISSION'S ENGINEER deems that the DBM TEAM has fallen ten (10) working days behind the Project Schedule (as measured in relation to the Contract Times and the Project Milestone Dates) upon the COMMISSION'S ENGINEER's written request, submit a written and documented Recovery Schedule. This Schedule must be submitted within seven (7) calendar days of the date of the COMMISSION'S ENGINEER's request or within such other period as the COMMISSION'S ENGINEER may specify in writing. The DBM TEAM shall implement the Recovery Schedule with no additional cost to the COMMISSION and provide for completion of the Work in accordance with the Contract Times and the Project Milestone Dates, without a time extension. Document in the Recovery Schedule all additional resources, including materials, equipment and labor, and modifications of operations which will be provided so as to meet the Recovery Schedule while maintaining Construction restrictions listed in the Contract unless approved otherwise by the COMMISSION'S ENGINEER. Provide all such additional resources and modifications of operations without additional cost to the COMMISSION. Such additional resources and modifications shall include, but not be limited to:
1. Required overtime for the DBM TEAM's personnel.
 2. Increased Construction manpower in such quantities as will substantially eliminate the backlog of Work and put the Project back on schedule.
 3. Increased number of shifts per working day, working days per week, or the amount of Construction equipment, or any combination of the foregoing which will put the Project back on schedule.
 4. Rescheduled activities to achieve the maximum practical concurrence of accomplishment of activities to put the Project back on schedule.

Failure to provide the COMMISSION'S ENGINEER with the required Recovery Schedules and failure to implement such schedules within fourteen (14) calendar days of the COMMISSION'S ENGINEER's request shall be considered material breach of the Contract by the DBM TEAM. Continued failure to provide and implement a required Recovery Schedule for an additional fourteen (14) calendar days shall be considered to be the DBM TEAM's material breach of the Contract, and as such, the DBM TEAM may

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

be terminated for cause in accordance with the terms of the Contract Documents.

(7) DRAWINGS

The DBM TEAM and COMMISSION'S ENGINEER shall maintain and monitor separate submission logs of all shop/work drawings, DBM TEAM design drawings, and other drawing submissions affecting the Work. In addition, the DBM TEAM shall submit a copy of the transmittal for each submitted drawing to the COMMISSION'S ENGINEER. The DBM TEAM and COMMISSION'S ENGINEER shall enter these submittal transactions into their respective submission logs. In order to effectively use the submission log, include, without limitation, the following information for each drawing and transmittal submitted, unless otherwise approved:

- (a) Project Name
- (b) Section Name 1
- (c) COMMISSION Contract Number
- (d) DBM TEAM
- (e) COMMISSION'S ENGINEER
- (f) DBM TEAM's Shop Drawing Number
- (g) Submittal Number (1st submission, 2nd submission, etc.)
- (h) Specification Section
- (i) Shop Drawing Description
- (j) Date of DBM TEAM's Submittal
- (k) The Schedule activity affected by the drawings

If the DBM TEAM's drawing and/or its transmittal do not have this information, the drawing and/or its transmittal will be returned without review. Incomplete drawings, as determined by the reviewing party, will also be returned marked "Incomplete". The DBM TEAM shall be responsible for any delays caused by incomplete drawing submissions.

After a drawing has been submitted once and has been reviewed, except as required to satisfy the review comments, do not add new information or details to that same drawing without the approval of the COMMISSION'S ENGINEER.

(8) SUBMISSION LOG

The purpose of the submission log is to schedule and monitor the date of each shop/work drawing submittal, DBM TEAM's designs and all other submissions required under this Contract, and the length of times for the COMMISSION'S ENGINEER's review, the number of times a submittal required resubmission by the DBM TEAM and length of time taken by the DBM TEAM to make resubmissions.

Submit an initial itemized submission log, together with a Ninety (90) Day Work Plan, within fifteen (15) calendar days of the Notice of Award of the Contract or prior to the Preconstruction Conference, referenced in the General Conditions, whichever occurs earlier. Submit a complete itemized submission log for the remainder of the Contract, together with the Detailed Construction Schedule, within forty-five (45) calendar days of the actual Notice to Proceed date. The itemized submission log shall conform to the Schedule and shall include, without limitation, all submittals required under this Contract.

Delaware River Joint Toll Bridge Commission Supplementary Conditions

Submittals shall be prioritized and shall be scheduled to allow the specified time for review. If the COMMISSION'S ENGINEER determines that the number of concurrent submissions scheduled for review and acceptance is excessive, allow an additional amount of time for review that is acceptable to the COMMISSION'S ENGINEER.

The Submission log shall include, without limitation, the items listed in the Supplementary Conditions titled Drawings plus the following information:

- (a) The COMMISSION'S ENGINEER's File Number
- (b) Date of COMMISSION'S ENGINEER's Reply to DBM TEAM's Submittal
- (c) Action by the COMMISSION'S ENGINEER
- (d) Number of Calendar Days a DBM TEAM has an Outstanding Drawing
- (e) Number of Calendar Days the COMMISSION'S ENGINEER has an Outstanding Drawing

The submittal date for each submission shall be incorporated into the Schedule. Unless otherwise agreed to by the COMMISSION in writing the Schedule submissions to the COMMISSION should allow for a minimum of fourteen (14) calendar days review by the COMMISSION. This fourteen (14) calendar day period begins when the COMMISSION'S ENGINEER acknowledges receipt of the submission.

The DBM TEAM shall be responsible for all time required for resubmissions required to conform with the conditions set forth in the Contract Documents.

ARTICLE 20. MAINTENANCE AND PROTECTION OF TRAFFIC DURING CONSTRUCTION

Traffic flow on the COMMISSION'S facilities should be maintained and protected at all times. It is expected that restrictions on traffic will be kept to a minimum. Any restrictions on traffic must be approved by the COMMISSION. The COMMISSION reserves the right to reject or modify any proposed traffic restriction plans.

The DBM TEAM shall be required to develop a Maintenance and Protection of Traffic Plan for this Project. The DBM TEAM shall use the techniques and guidelines set forth in Section 901 of PennDOT Publication 408, and submit the plan for approval to the COMMISSION.

Notify the COMMISSION'S ENGINEER a minimum of two weeks prior to implementing any Maintenance and Protection of Traffic activities during Construction.

Peak traffic flow times should be taken into account by the DBM TEAM when proposing traffic restrictions. The COMMISSION will not approve any traffic restrictions during peak traffic conditions.

No restrictions will be approved for Work during a holiday or holiday weekend, including, without limitation, the day before and day after the holiday or holiday weekend.

No restrictions will be approved that result in the complete closure of any bridge for any period of time.

Delaware River Joint Toll Bridge Commission Supplementary Conditions

In general, traffic restrictions are expected to be short-term in nature. Restrictions shall only be in place when active Work is being performed.

Designate an individual as Traffic Control Supervisor responsible for the maintenance and protection of traffic items. Assure that this individual is adequately trained and responsible for the maintenance and protection of traffic. Furnish the name of the Traffic Control Supervisor, address, and telephone number where the supervisor can be reached at all times. Have the supervisor available to respond to complaints relating to deficiencies concerning maintenance and protection of traffic within twenty (20) minutes of notification. The supervisor is responsible for providing additional personnel required to correct maintenance and protection of traffic deficiencies. Additionally, the supervisor is responsible for assisting in traffic control as a result of accidents on the Project that back traffic up beyond the limits of Work. Additional personnel are required to respond within twenty (20) minutes of notification. At least two weeks prior to any traffic restrictions, make available and review with the COMMISSION'S ENGINEER, local Police Departments, Pennsylvania State Police, New Jersey State Police and other interested emergency management agencies, the proposed emergency implementation plan including, without limitation, name, address, and telephone number of the Traffic Control Supervisor.

Make adjustments as necessary to fit existing field conditions with the approval of the COMMISSION'S ENGINEER.

All vehicles entering and leaving the Work area shall do so in a manner that is not hazardous to or does not interfere with highway or local traffic.

DBM TEAM is responsible for coordinating Construction activities and maintenance and protection of traffic with all other Contractors and Subcontractors of adjacent construction projects under contract with the COMMISSION. All costs associated with coordination will be the responsibility of the DBM TEAM.

Assure that warning vests, shirts, or jackets (strong yellow/green) are worn by all employees engaged in Work operations. When working at night, the employee's safety garments are to be reflectorized in accordance with ANSI and MUTCD requirements.

ARTICLE 21. CLEANING AND RESTORATION OF PROJECT SITE

The DBM TEAM shall be responsible for cleanup of the Project Site after Work is complete.

Remove silt and other deposits from newly constructed outside plant Work. Clean and remove surplus and discarded material, equipment, and temporary structures from the Project and adjacent properties, including, without limitation, waste and easement areas. Remove debris and objectionable material from areas used or disturbed by the Construction operations on, or within sight of, the COMMISSION'S bridges, facilities, and other COMMISSION property. Remove paint marks or spills, stains, rust marks, oil, or any other unsuitable marks, as directed. Any materials or waste that is hazardous and/or toxic in nature shall be disposed of according to the applicable EPA and Pennsylvania DEP regulations and standards.

Maintain the vegetation within the constructed slope limits, including, without limitation, waste and easement areas, and leave the Site in a presentable condition.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

The DBM TEAM shall also restore all disturbed areas to their original condition. This includes, without limitation, sidewalks, pavement, curbs, grass, and vegetation.

The Project will not be considered complete until the above Work has been completed.

ARTICLE 22. ENVIRONMENTAL PROTECTION

The DBM TEAM shall thoroughly acquaint itself with and comply with the terms of all applicable Federal, Commonwealth of Pennsylvania and State of New Jersey statutes, law, codes, rules and regulations dealing with environmental protection or the prevention of environmental pollution that affect the Project. All costs of such compliance shall be considered incidental to the Work and no separate or additional payment will be made for such compliance. In the event that any Federal, Commonwealth of Pennsylvania or State of New Jersey statutes, laws, codes, rules or regulations are amended, or if new statutes, laws, codes, rules or regulations become effective, after date of receipt of Proposals, upon receipt of documentation which causes the DBM TEAM to perform additional Work, the COMMISSION may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the COMMISSION. It is also the responsibility of the DBM TEAM to determine the applicability of local ordinances, if any, which affect their portion of the Work. The DBM TEAM shall check for any County, City, Borough or Township rules or regulations applicable to the Project and, in addition, for any applicable rules or regulations of other organizations having jurisdiction over the Project, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the DBM TEAM will use for the Project. Any costs of compliance with local controls shall be included in the DBM TEAM's Contract Price, even though documents of such local controlling agencies are not listed herein.

ARTICLE 23. WORKER HEALTH AND SAFETY

The COMMISSION expects and requires full DBM TEAM compliance with all applicable safety regulations and standards. The DBM TEAM is responsible to develop a Health and Safety Plan for this Project and for maintaining, monitoring, and enforcing full compliance.

The DBM TEAM must comply with all Department of Labor and OSHA Rules and Regulations, 29 CFR-PART 1910 (General Industries) or 29 CFR-PART 1926 (Construction), and all applicable sections of the National Fire Protection Association (NFPA).

The COMMISSION will provide necessary information as requested by the DBM TEAM to complete the Health and Safety Plan.

Health and Safety Plan must be prepared by a Certified Safety Professional (CSP) or a Certified Industrial Hygienist (CIH).

The DBM TEAM shall submit a written DBM TEAM Health and Safety Plan to the COMMISSION'S ENGINEER for review within fifteen (15) days after receipt of the Notice of Award. For each phase of Work the DBM TEAM shall prepare a Job Hazard Analysis. The requirements for the Job Hazard Analysis are defined in the OSHA VPP program. Updated submissions are required whenever a Job Hazard Analysis is noted or changed. The Health

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

and Safety Plan shall identify each major phase of Work. A phase is identified as an operation involving a type of Work performance or where a Subcontractor is to perform Work.

The Job Hazard Analysis must list the sequence of job steps; the potential hazard(s) associated with those steps; and the procedures, safeguards, and/or training necessary to eliminate the hazards or reduce the risk to an acceptable level.

The DBM TEAM's Health and Safety Plan shall include the following, but shall not be limited to:

1. Emergency Information (Phone numbers, maps, directions)
2. Lockout – Tagout Program
3. Hazard Analysis
4. PPE Matrix
5. Right to Know Program (MSDS)

The DBM TEAM is at all times responsible for job-site health and safety.

ARTICLE 24. GUIDELINES ON CONFLICT OF INTEREST AND RECUSAL

The following constitutes the Delaware River Joint Toll Bridge Commission's (the "COMMISSION") Conflict of Interest and Recusal Guidelines (the "Guidelines"), as adopted by the COMMISSION on November 29, 2004, and as may be amended from time to time by the COMMISSION as needs arise.

AVAILABILITY OF GUIDELINES

- A. These Guidelines, and any amendments or supplements thereto, apply to all Commissioners, all employees and all consultants and professionals hired by the COMMISSION.
- B. These Guidelines, and any amendments or supplements thereto, shall be distributed to all Commissioners and all employees involved in the procurement of professional services and to the consultants and professionals hired by the COMMISSION.
- C. These Guidelines, and any amendments or supplements thereto, shall be available at the request from any employee of the COMMISSION.
- D. These Guidelines, and any amendments or supplements thereto, shall be available to any member of the public upon receipt of a written request to the office of the Executive Director of the COMMISSION; and
- E. These Guidelines shall be provided to all prospective vendors as part of the materials comprising any Letters of Intent/Request for Proposals ("LOI/RFP") or Request for Qualifications/Request for Proposals ("RFQ/RFP") for professional services.

SCOPE OF GUIDELINES

These Guidelines memorialize the COMMISSION'S policies dealing with conflicts of interests, for the Commissioners, employees, consultants and any other professionals retained by the

Delaware River Joint Toll Bridge Commission Supplementary Conditions

COMMISSION from time to time. It is the COMMISSION'S intent to ensure that the public confidence is maintained in the manner in which the COMMISSION'S deliberations are held and the way decisions are made. These guidelines also ensure that when a conflict of interest arises, appropriate steps are taken to ensure that the COMMISSION is advised of the conflict. These Guidelines also provide that if a conflict arises, the party having said conflict takes appropriate steps to recuse himself or herself.

LEGAL BACKGROUND

Conflicts of interest are regulated by both State and Federal law. In addition, from time to time, various Governors from the Commonwealth of Pennsylvania and the State of New Jersey have issued Executive Orders dealing with same. Ethical conduct by various public officials in Pennsylvania is dealt with in the Public Official and Employees Ethics Law, 65 Pa.C.S. § 1101 et seq. ("Pennsylvania Ethics Law"). New Jersey's Ethical Conduct as it relates to various State boards is governed by NJSA 52:13D-23 ("New Jersey Ethics Law").

The Pennsylvania Ethics Law requires each board member with a conflict of interest to:

1. Abstain from voting;
2. Disclose the conflict of interest, both orally and in writing to the Board; and,
3. Abstain from any responsibility for the administration of the subject contract.

The New Jersey Ethics Law prohibits a Member or employee from having an interest, financial or otherwise, direct or indirect, or from engaging in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his or her duties in the public interest. In addition, the New Jersey Ethics Law prohibits a member or employee from using or attempting to use his or her official position to secure unwarranted privileges or advantages for himself, herself or others.

Under Federal regulations, 49 C.F.R. §1836, (B)(3), provide that no Board Member of a board receiving federal grants will participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, is involved.

Because the COMMISSION is a Bi-State Authority, none of the above laws apply directly to the COMMISSION. Therefore, the COMMISSION is instituting its own guidelines, taking due account of the conflict of interest laws of the respective states, as well as Federal regulations.

In order to identify and avoid any potential conflicts of interest, the following policy is hereby adopted:

DEFINITION OF CONFLICT OF INTEREST

1. A conflict of interest shall be defined as the use of an official's office to receive confidential information, which may result in the private pecuniary benefit of:
 - a. the Official;
 - b. the Official's immediate family (*i.e.* the official's parent, sibling, spouse, child, etc); or
 - c. a business with which the Official or the Official's immediate family is associated.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

2. An Official shall be defined as any member of the COMMISSION, or any employee, consultant or professional retained by the COMMISSION.
3. Associated business - An official is considered associated with a business, if he or she is a director, officer owner, employee or otherwise has a financial interest in the business.
4. Private pecuniary benefit will be defined as:
 - a. Engaging directly or indirectly in any business transaction or private arrangement for profit that accrues from or is based upon his or her official position, authority or employment; or,
 - b. Participating in negotiations of, or decisions to, award contracts, settlement of any claims or charges in any contracts, making of loans, the granting of subsidies, the setting of rates, or the issuance of permits, certificates, guarantees or other things of value, to with or for, any entity in which a Commissioner, or employee, consultant or professional hired by the COMMISSION has any third-party financial or personal interest.

RECUSAL – COMMISSIONERS

If a member of the COMMISSION has a conflict of interest, or will accrue a private pecuniary benefit, the following shall apply:

- A. The member shall abstain from participating in any discussion of a contract in which such member has a conflict of interest.
- B. The member must, prior to any vote being taken or any deliberations being held by the COMMISSION, quickly announce his or her recusal in the public record, by way of a written memorandum to be filed with the person keeping the minutes of the meeting. Recusal shall be both oral and in writing.
- C. Once the member has recused himself/herself, the member shall not participate in any discussion on said issue or contract, nor shall the member participate in any deliberations.
- D. In addition, the member will be required to abstain from voting. The only exception to this requirement is if the member's abstention makes it impossible to obtain the legally required votes because of quorum requirements. In that case, Legal Counsel must certify in the minutes that there was both the need to make a decision and that time constraints required it to be made at said meeting.

EMPLOYEES, CONSULTANTS AND PROFESSIONALS

With respect to employees, consultants and professionals hired by the COMMISSION from time to time, the following shall apply:

- A. No employee, consultant or professional may use his or her employment by the COMMISSION to promote his or her private benefit ("benefit") except for remuneration paid by the COMMISSION for the services or employment rendered. Such benefit shall be considered a conflict of interest and an adverse pecuniary interest.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

- B. In the event that an employee, consultant or professional finds him or herself in a conflict of interest, he or she shall immediately notify the Executive Director of said conflict and prepare a written memorandum to be in the appropriate COMMISSION'S file. To the extent, the employee, consultant or professional participates in deliberations, negotiations, recommendations of any contracts, he or she shall immediately cease involvement in same and the COMMISSION shall utilize other employees and/or retain other consultants or professionals for any deliberations, negotiations or recommendations as the COMMISSION deems appropriate.
- C. This provision shall specifically apply to, and correlate with the COMMISSION'S Professional Services Procurement Guidelines adopted by the COMMISSION on November 29, 2004.

RECOMMENDATION

- 1. Any member will consult with the COMMISSION'S legal counsel as soon as he or she becomes aware of an actual or apparent conflict of interest, or if he or she has any questions as to whether a relationship or action by the member may constitute a potential conflict of interest.
- 2. Each employee, consultant or professional shall immediately notify the Executive Director of the COMMISSION as soon as he or she becomes aware of an actual or apparent conflict of interest or if he or she has any questions as to whether a relationship constitutes a conflict of interest.
- 3. The Executive Director shall consult with legal counsel of the COMMISSION when he or she is notified by an employee, consultant or professional of the possibility of a conflict of interest. After said consultation, the Executive Director shall notify the employee, consultant or professional whether or not he or she believes a conflict of interest has arisen.
- 4. If the Executive Director believes that he/she has a conflict of interest, he/she shall immediately inform the COMMISSION'S legal counsel and the Chair and Vice Chair of the COMMISSION. The Chair and Vice Chair after consultation with the COMMISSION'S legal counsel, shall determine whether or not a conflict of interest has arisen.
- 5. If it is determined that a conflict of interest for a member is present, he or she shall immediately file a written memorandum with the Chair and the person responsible for taking the minutes of the COMMISSION disclosing the nature of any conflict of interest as soon as the member becomes aware that an actual or apparent conflict of interest existed. The member shall refer to the written memorandum publicly, announcing the conflict of interest prior to any discussions on the issues, deliberations on same, and a vote being taken. The memorandum shall be made a part of the minutes of any meeting in which a vote is taken on the matter.
- 6. As to employees, consultants or professionals, a written memorandum, shall be issued to the Executive Director disclosing the nature of any conflict of interest as soon as the employee, consultant or professional becomes aware that an actual or apparent conflict

Delaware River Joint Toll Bridge Commission Supplementary Conditions

of interest exists. Said memorandum shall be placed in the employee's personnel files. As to the consultant or professional, this memorandum shall be made a part of the minutes of any meeting in which there is any discussion, deliberation or vote taken on the matter in conflict.

7. As to the Executive Director, if it is determined that he/she has a conflict of interest, he/she shall immediately file a written memorandum with the Chair and the person responsible for taking the minutes of the COMMISSION, disclosing the nature of any conflict of interest as soon as the Executive Director becomes aware that an actual or apparent conflict of interest exists. The Executive Director shall not participate in any discussion of the issues in which he/she has a conflict of interest. The memorandum shall be made a part of the minutes of any meeting that any discussion on the issues take place and shall be placed in his/her personnel file.

ARTICLE 25. RELIABLE CONTRACTOR

In order to protect the substantial investment the Delaware River Joint Toll Bridge Commission (the "Commission") has made, and continues to make, in the maintenance, improvement and expansion of its infrastructure, it is the goal of the Commission to ensure that all contracts to perform work for the Commission are awarded to reputable companies, which have the qualifications, resources and personnel required successfully to perform the work within the scope of a given contract. Successful performance of a contract includes, not only timely completion of the subject work at the high standards of quality expected by the Commission, but also a demonstrated commitment by a contractor to education and training in the construction trades, and a track record of responsible conduct in the implementation of public works projects.

In order to determine reasonably whether a contractor has met these criteria, and in order for a contractor to understand, and have the ability to meet the Commission's expectations, the Commission has authorized and is implementing the requirement for a Contractor Responsibility Certification (the "Certification") in a form designated by the Commission to be executed by each bidder proposing to perform a project designated for the pilot program. The Certification shall be executed on behalf of the contractor by an individual that is knowledgeable of the matters contained therein and capable of binding the contractor legally. A contractor that is identified as the apparent lowest responsible bidder shall, within 10 days of receipt of a Contract Notice of Award, also provide the Certification(s) from all subcontractors where the value of the subcontract is \$250,000 or more.

The Certification sets forth certain pre-established, and clearly defined minimum standards relating to contractor responsibility, including technical qualifications, competency, experience, resources, safety, past performance, compliance with law and business integrity. The Certification, along with this explanatory statement, will be issued as a supplementary general condition to the specifications attendant to each designated pilot project. When so incorporated into the specifications, the provisions hereof and the Certification become a mandatory requirement. Failure to provide an executed Certification will result in the contractor not being pre-qualified for submission of a bid to perform the designated project. Any willful and material misrepresentation or omission concerning the information requested herein may result in the Commission exercising any and all available remedies including, but not limited to, debarment from future projects for a designated period of time, and termination of the contractor from performance of the project if discovered after the award of the contract and commencement of

Delaware River Joint Toll Bridge Commission
Supplementary Conditions

performance. A “willful” misrepresentation or omission shall mean one that is made intentionally or with reckless disregard for the truth.

For purposes of the performance and payment bonds provided by the contractor, any such termination will be deemed the result of a default by the Contractor of a material provision of the contract between the Commission and the contractor.

The Commission recognizes that the requirement of the Certification is new and that contractors may have questions concerning compliance with its terms. In order to provide all contractors a full and fair opportunity to obtain pre-qualification to bid on designated projects this statement and the accompanying Certification shall be published and made available to contractors on the Commission website at least 45 days prior to the first inclusion of the Certification requirement in the specifications for an invitation to bid for a particular project. The Commission shall schedule a meeting of interested contractors prior to the first inclusion of the Certification requirement in project specifications to answer any questions. It is the contractor’s responsibility to be fully apprised of all information concerning the Certification. Submission of an executed Certification shall constitute representation by the Contractor that it has fully investigated and is aware of all such information.

The requirement of a Certification in no way limits the Commission’s ability to consider other relevant factors in determining contractor responsibility. The Commission reserves the right to explore, and include, additional measures for determining a contractor’s responsibility, or to waive any provision of the Certification if the Commission deems there to be a compelling reason to do so. The Commission also reserves the right to waive any provision of the Certification in particular instances to promote diversity among the businesses proposing to bid on Commission contracts. As always, the Commission also has the right to reject all bids on a particular project if the Commission deems it to be in its best interest to do so.

The Certification requirements shall only apply to contracts concerning which the anticipated budget exceeds one million dollars. The Certification requirements do not apply to contracts for professional services. The Certification requirements also do not apply to contracts for the purchase of goods or materials regardless of the dollar amount of the contract. Subcontractors, who are solely materialmen and are not providing craft or trade labor on the project, are not required to submit a certification regardless of the dollar value of the subcontract. The invitation to bid shall specify whether or not a Certification is required to be submitted with that bid. The contractor shall receive notice from the Commission if, for any reason, the Commission deems the contractor’s certification to be deficient, or if information available to the Commission leads the Commission to conclude that a material fact certified by the contractor is incomplete or incorrect. Otherwise, the contractor may assume the Certification is accepted. In the event that a Certification is rejected or is apparently deficient, the Commission may, but is not required to, allow the contractor an opportunity to explain the deficiency in writing. No formal hearing will be provided.

Submission of a Certification, where applicable, is solely a pre-qualification requirement to submit a bid. It is the practice of the Commission, consistent with applicable law in both the Commonwealth of Pennsylvania and the State of New Jersey, to award contracts for construction services to the lowest bid submitted by a responsible contractor.

**Delaware River Joint Toll Bridge Commission
Supplementary Conditions**

ARTICLE 26. IDENTIFIED BUSINESS ENTERPRISE (IBE) PROGRAM

The Commission recently adopted a formalized Contract Compliance Program policy to encourage the utilization of Identified Business Enterprises (IBEs) in all phases of contract opportunities. The goal of this policy is to provide equal opportunity and access for all consultants, sub consultants, contractors, subcontractors, vendors, and suppliers for the economic benefits provided by contract opportunities generated by this Commission. By extending meaningful and substantial opportunities for all businesses, the policy helps to prevent exclusionary and discriminatory business practices. The Commission is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and to contract with the Commission on an equitable basis.

The policy builds on the record of achievement the Commission has realized in recent years through its establishment of contractual goals for minority, women and small-business enterprises. In addition to Minority, Women and Small-business enterprise designations, the IBE designation extends opportunities in public contracts to other duly-certified business enterprise designations. These include Disadvantaged Business Enterprises, Veterans Business Enterprises, and Disabled Business Enterprises.

The IBE target for this Contract is 25%. The Prime Contractor shall indicate in their Bid Proposal their commitment to the IBE utilization target for this contract. Full information on the Commission's Contract Compliance Program for Construction Services along with a copy of the necessary bid proposal submission forms can be found on the Commission's website under the heading "Doing Business" under the Contract Compliance tab.

ARTICLE 27. HOMELAND SECURITY I-9 FORMS CERTIFICATION

The Contractor and all Subcontractors shall be required, prior to issue of a Notice to Proceed, to submit to the Commission a written and notarized certification stating that all employees of the Contractor and Subcontractors who will work on this project have current I-9 Forms on file with the United States Department of Homeland Security. The certification shall be in a form acceptable to the Commission. No employee without a current I-9 Form on file will be permitted to perform any work on this project.



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Delaware River Port Authority:
Terms and Conditions

Solicitation Number 2019-IAGPA-0001

APPENDIX A DELAWARE RIVER PORT AUTHORITY
ADDITIONAL SPECIFIC TERMS AND CONDITIONS

1. AUTHORIZED OFFICER

The AUTHORIZED OFFICER for the Operator shall mean the Chief Executive Officer (CEO) of the Delaware River Port Authority (DRPA), or such other officer designated by the CEO, or by the DRPA Board of Commissioners, for one or more purposes under this Agreement.

2. BUSINESS HOURS

For purposes of subparagraph (d) of Article 1.01 the BUSINESS HOURS for the Operator are 9:00 a.m. to 5:00 p.m. ET on Business Days, other than those days which are observed as a holiday by the Operator or upon which normal business operations of the Operator are suspended, including, without limitation, under emergency circumstances.

3. GOVERNING LAW

The applicable state laws are the laws of the Commonwealth of Pennsylvania, without regard to the rules on conflict of laws, and the courts for the Commonwealth of Pennsylvania and the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue over the parties for any dispute arising under this Agreement.

By entering into the Agreement, the Operator does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the Operator.

4. NO ARBITRATION

Unless provided otherwise in Appendix A Operator Specific Requirements, disputes involving this Agreement, including the breach or alleged breach hereof, may not be submitted to binding arbitration (except where required by statute) but shall, instead, be heard in a court of competent jurisdiction of the state or province identified in Article 1.06, Governing Law and Jurisdiction.

5. NOTICES

Operator will not accept notices, requests, demands, and other communications by facsimile. All notices, requests, demands, and other communications shall be in writing and delivered to the following addresses:

John T. Hanson
Chief Executive Officer
Delaware River Port Authority
One Port Center
2 Riverside Drive
Camden, NJ 08103

With a copy to:

Raymond J. Santarelli, Esq.
General Counsel
Delaware River Port Authority
One Port Center
2 Riverside Drive
Camden, NJ 08103

6. COMPLIANCE WITH OPERATOR-SPECIFIC REQUIREMENTS

The Vendor shall comply with the following Operator-Specific Requirements of the Delaware River Port Authority:

a. **VENDOR POLITICAL CONTRIBUTIONS POLICY**

The following ‘Political Contributions Policy’ (“**the Policy**”) was established by the DRPAs Board of Commissioners (“**the Board**”) to ensure that the DRPA conducts business in an open, transparent, and ethical manner. The Policy defines the circumstances under which the DRPA is prohibited from contracting with business entities (“**Entities**”) which make certain political contributions. The Policy also places a continuing duty on the part of Entities that contract with the DRPA to report any contribution they make during the contractual relationship.

POLICY

1. All Entities seeking to enter into an agreement or otherwise contract to provide goods or services to the DRPA, if such agreement is in excess of \$25,000 in value, will be required to submit a Political Contribution Disclosure Form and a Certification Form prior to the execution of an agreement. After entering into an agreement with the Authority, an Entity shall have a continuing duty to report any contribution it makes during the term of the agreement. The political contributions to be disclosed are limited to those made on the local, county, and state levels in Pennsylvania and New Jersey.

2. If an Entity makes a contribution during the term of the Agreement, the Entity must disclose the candidate, date of contribution and the amount of the contribution to the DRPA within 30 days.

3. Definitions:

a. "Contribution" means a contribution which is a reportable contribution in accordance with either 25 P.S. §3241 et. seq. or N.J.S.A. 19:44A-1 et. seq., as applicable, made on or after the date hereof.

b. "Entity" means:

i. a for-profit entity as follows:

A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;

B. in the case of a general partnership: the partnership itself and any partner controlling 10% or more of the partnership interest;

C. in the case of a limited partnership: the limited partnership and any partner controlling 10% or more of the limited partnership interest;

D. in the case of a limited liability company: the limited liability company and any member controlling 10% or more of the limited liability company;

E. in the case of a limited liability partnership: the limited liability partnership and any partner controlling 10% or more of the limited liability partnership;

F. in the case of a sole proprietorship: the proprietor; and

G. in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

iii. any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and

iv. with respect to an individual who is included within the definition of business entity, that individual's spouse or civil union partner, and any child residing with the individual, that, this policy shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within

whose jurisdiction the contributor resides unless such contribution is in violation of Section 6 of this policy.

4. It shall be a breach of the terms of any contract with the DRPA for an Entity to: (i) knowingly conceal or misrepresent a contribution given or received; (ii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iii) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this policy; (iv) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (v) engage in any exchange or contributions to circumvent the intent of this policy, or (vi) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this Policy.

5. An Entity which is determined by the DRPA to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this Policy shall be barred by the DRPA from contracting with the DRPA for up to five years.

6. Nothing contained herein shall prohibit the DRPA from contracting with an Entity where the DRPA's Chief Executive Officer is authorized to act pursuant to the Emergency Powers provisions under the By-laws.

7. Nothing contained in this Policy shall be construed as affecting the eligibility of any entity to enter into an agreement with the DRPA because that entity made a contribution during the two-year period immediately preceding the effective date of this Policy. This Policy was effective as of January 1, 2011.

PROCEDURE

Offerors are required to submit a Political Contribution Disclosure Form and a Certification Form on all bids, proposals, quotes, and/or statements of qualifications for contracts in the amount of \$25,000 or more. The requested forms must be submitted in a separate sealed envelope from the rest of the proposal. These forms shall not be submitted in the Technical Proposal or Cost Proposal.

The Political Contribution Disclosure Form and Certification Form will be forwarded to the DRPA's Office of the Inspector General ("OIG") for review. The OIG will determine whether the Offeror is in compliance with the DRPA's Policy. The OIG will also review the Political Contribution Disclosure Form for any potential conflict or direct conflict-of-interest with members of the DRPA's Board. The OIG will address any potential or actual conflict with the Board member, pursuant to OIG guidelines.

Failure to submit these forms will result in the disqualification of the Offeror's Proposal.

POLITICAL CONTRIBUTION DISCLOSURE FORM

**This form or its permitted facsimile must be submitted to the DRPA in a separate,
sealed envelope simultaneous with the delivery of a proposal or bid for,
or prior to the extension or renewal of, any contract with the DRPA.**

Part I – Entity Information

Entity Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the disclosure requirements of the DRPA.

Signature

Printed Name

Title

Part II – Contribution Disclosure

Disclosure requirement: Disclosure must include all reportable political contributions over the past four (4) years on the form provided.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

**CERTIFICATION REGARDING PROHIBITION ON CONTRACTING
WITH ENTITIES WHO MAKE CERTAIN POLITICAL CONTRIBUTIONS**

The Proposer hereby certifies that it has not made any contribution that would bar it from being awarded a contract with the DRPA pursuant to the latter's "Prohibition on Contracting with Entities Who Make Certain Political Contributions Policy." The Proposer also certifies that, if awarded a contract with the DRPA, it shall report any contribution it makes during the term of the contract.

Company Name _____

Signature _____

Title _____

Date _____

b. MAINTENANCE AND PROTECTION OF TRAFFIC

The Vendor agrees to comply with the Operator's requirements for traffic control and protection procedures, lane closing policies and the like, as same may be set forth in the Operator's General Provisions or comparable policies as may be adopted by the Operator from time to time.

c. CONTRACTOR PARKING PERMIT

The Vendor will be issued temporary parking permits by Operator for all Vendor's vehicles, including the personal and company vehicles of the Vendor's representatives, employees, and Subcontractors which are authorized to park on Operator's property.

All vehicles driving and/or parking on Operator property shall possess a valid registration, current inspection sticker, and insurance coverage.

Prior to being issued the temporary parking permits, the Vendor shall provide Operator with a list of all such vehicles, including name of the registered owner, name of the operator if different from the owner, the automobile type (car, van, truck, suv), make, model year, color, license plate number, and state of registration.

Temporary parking permits shall be valid for 90 calendar days, or until the completion of the Project, whichever period is less.

Upon expiration of the temporary permit, the Vendor shall be issued new parking permits for another 90 calendar days, or until completion of the Project, whichever period is less.

The Vendor shall be responsible for collecting and destroying all parking permits upon expiration, or completion of the Project.

Temporary parking permits shall be hung from the rear view mirror with the information on the permit facing the windshield, and be visible from the outside of the vehicle.

Failure to display parking permits in the prescribed manner may lead to the vehicle being ticketed, towed and/or impounded at the direction of Operator police. The owner/operator of any vehicle towed or impounded for failing to display a valid parking permit, shall be responsible for paying all towing and storage costs and fees levied by the towing company.

Operator will not be responsible for any damages which occur as a result of a vehicle being towed and/or impounded for violation of these parking provisions. The Vendor shall indemnify and hold harmless the Operator, its agents, and employees from any and all damage that may be caused by the removal from Operator property of vehicles owned and/or operated by the Vendor, its agents, employees or Subcontractors, for failure to properly display a valid Operator parking permit, and/or for parking in a restricted or "no parking" area, consistent with the provisions of Chapter 7 – Risk of Loss, Liability, Indemnification and Warranties.

7. AUTHORITY OF THE PROJECT MANAGER

The Chief Operating Officer of the Delaware River Port Authority shall be the person to appeal to in the event of a dispute with the Project Manager.

8. SECURITY REQUIREMENTS

The Vendor agrees to adhere to the Operator's Safety Administrative Manual with respect to the safety of persons, environment, public and property. In the event of a conflict between any provision therein and any other applicable law, rule, regulation, code or standard, the more stringent requirement shall apply.

9. PRICING OF ETC SUBSYSTEM AND SERVICES

To the extent provided by Appendix A-Operator Specific Requirements, the Vendor shall be limited to a maximum amount payable under this Agreement.

10. METHODS AND TIMES OF PAYMENT

Invoices may be submitted no more frequently than once per calendar month for Equipment and once per calendar month for Services. The invoice address is the Finance Department, Attention: Accounts Payable, Delaware River Port Authority, One Port Center, 2 Riverside Drive, Camden, NJ 08103. Invoices must include the Operator's purchase order or requisition number, the location where Services were provided and/or the location where Equipment was delivered, as the case may be.

11. TIMELINESS OF PAYMENT

Subject to applicable law, the Operator shall not be subject to, nor be required to pay the Vendor, any late fees, fines, charges, interest or any additional payment however designated.

12. GENERAL INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The CONSULTANT will be required to provide insurance of the prescribed types and minimum limits as set forth below. All required insurance policies shall be maintained in full force until all services under the Agreement are completed. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the Authority in the event of cancellation, non-renewal of or material change in the policy.

Prior to commencing any services under the Agreement, the CONSULTANT shall furnish the Authority with certificates of insurance evidencing that the required insurance is in force. Upon specific request by the Authority, the CONSULTANT shall furnish certified copies of any or all insurance policies related to the work under the Agreement. The Authority shall not be liable for the payment of any premiums, deductibles, claims or co-insurance under the foregoing.

The insurance companies indicated in the certificates of insurance shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey and shall be acceptable to the Authority. The Financial Rating and Admitted Status of Insurance Companies shall have an A.M. Best Rating of A- (Excellent) or Higher, and an A.M. Best Financial Size Category of Class VII, or Higher.

Neither approval by the Authority nor failure to disapprove certificates of insurance furnished by the CONSULTANT shall release the CONSULTANT from full responsibility for all liability as set forth in the indemnification clause, entitled, "Save and Hold Harmless".

The minimum requirements of insurance to be carried by the Consultant shall be as follows:

1. Workers' Compensation and Employers' Liability Insurance:

Coverage A, Workers' Compensation - Statutory benefits as required by the Workers' Compensation laws of the Commonwealth of Pennsylvania and The State of New Jersey and reference to such compliance made on all certificates of insurance.

Workers' Compensation Coverage: Statutory Requirements Employers' Liability Limits not less than:

Bodily Injury by Accident: \$1,000,000 Each Accident

Bodily Injury by Disease: \$1,000,000 Each Employee

Bodily Injury by Disease: \$1,000,000 Policy Limit

2. Commercial General Liability Insurance: Bodily Injury, Property Damage and Personal Injury (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage).

Occurrence Form with the following limits:

General Aggregate: \$2,000,000

Products/Completed Operations Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

Personal and Advertising Injury: \$1,000,000

3. Commercial Automobile Insurance: Coverage to include:

All Owned, Hired and Non-Owned Vehicles (Any Auto)

Per Accident Combined Single Limit \$1,000,000

4. Commercial Umbrella Liability:

Occurrence Limit: \$5,000,000

Aggregate Limit: \$5,000,000

Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers' Liability Coverages.

5. Professional Liability/Errors & Omissions Insurance: CONSULTANT shall maintain insurance covering losses rendered by Professional Services that arise from the operations described under the scope of services of the Agreement.

Per Claim Limit: \$1,000,000

Aggregate Limit: \$2,000,000

If coverage is written on a Claims-made basis, the CONSULTANT warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the work under the Agreement is completed.

6. The Authority (DRPA, PATCO, including their agents, employees, representatives, officers, directors, members and managers) shall be added as ADDITIONAL INSURED on all liability policies, except for the Workers' Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSURED on the Consultant's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss. Consultant shall determine the nature and extent of all insurance coverages necessary to afford the Authority (DRPA/PATCO) the full protections arising out of any subcontracted Scope of Work. In addition to maintaining its own coverages as required in this Section, the CONSULTANT shall verify that each and every sub-consultant maintains appropriate insurance coverages and limits and otherwise complies with the requirements of this Section.

7. Owned or Leased Equipment, Materials & Supplies Stored on Premises: CONSULTANT and any sub-consultants shall maintain insurance on their owned or leased equipment or tools. CONSULTANT is responsible for any damage to their work, materials, equipment, tools, etc. If under the scope of work to be performed under this Agreement there is a need to store on DRPA/PATCO premises, any equipment, machinery, tools, supplies or other materials, under no circumstances will DRPA/PATCO assume any liability or otherwise offer to indemnify any party for loss, theft, damage or disappearance of such items stored on its premises throughout the duration of the Agreement.

8. Any type of insurance or any increase in limits of liability not described above which the CONSULTANT requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

9. Self-Insured Retentions: None of the policies of insurance required of the CONSULTANT by the Agreement shall contain self-insured retentions in excess of \$100,000 (One Hundred Thousand Dollars), unless agreed to in writing by the Authority.

10. The CONSULTANT'S insurance and any of their sub-consultant's insurance will not be canceled, or non-renewed without at least thirty (30) days advance written notice to the Authority. An endorsement or the equivalent of, to all insurance policies, shall contain a thirty (30) day notice of nonrenewal or cancellation except for non-payment of premium ten (10) days as provided under the PA or NJ Changes Cancellation and Nonrenewal Policy as issued by the insurance companies.

11. Waiver of Recovery/Subrogation: The CONSULTANT waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against the Authority (DRPA/PATCO and any of their agents and employees) for loss or damage covered by any of the insurance maintained by CONSULTANT pursuant to the Agreement.

12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the CONSULTANT or any of their sub-consultants. The carrying of insurance described shall in no way be interpreted as relieving the CONSULTANT of any responsibility or liability under the Agreement.

13. The obligations of the CONSULTANT to maintain insurance and provide Indemnification shall survive any termination of the Agreement or the suspension, completion and/or acceptance of the services or any part thereof, or final payment to the CONSULTANT, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.

14. Sub-consultant/Subcontractor Insurance: If any part of the work under this Agreement is to be performed by sub-consultant or a subcontractor, the CONSULTANT shall be responsible for each sub-consultant or subcontractor maintaining insurance as specified above where applicable in paragraphs (1), (2), (3), (4), (5), (7), and (10), and furnish to the Authority for approval, Certificates of Insurance evidencing same. If any Professional Services are being performed by a sub-consultant, the CONSULTANT represents and warrants that it shall verify that each and every sub-consultant maintains Professional Liability, with limits at a minimum of:

Per Claim Limit:	\$1,000,000
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Aggregate Limit:	\$2,000,000
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If coverage is written on a Claims-made basis, the sub-consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the work under the Agreement is completed.

Letter d v. Waiver of Recovery/Subrogation: The Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against DRPA/PATCO and any of their agents and employees for loss or damage covered by any of the insurance maintained by the Vendor pursuant to the Contract.

Loss or Breach of Data/Cyber Liability Policy: The Vendor shall provide and maintain insurance covering first and third party losses, damages, claims and/or occurrences related in any manner to the alleged or actual theft, loss, unauthorized access and/or dissemination of personal, financial, health, proprietary, security and/or otherwise confidential information and/or the unauthorized access of or entry into the Vendor's computer network(s). The policy shall also include network security coverage that shall include, but not be limited to, coverage for the failure to prevent and/or mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code. The insurance policy required under this Section shall not exclude coverage on any of the following grounds: (1) that the actual or alleged event was caused by the DRPA/PATCO and/or any of its employees; (2) that the actual or alleged event relates to a liability assumed by contract; (3) that the actual or alleged event

was caused by an act of war or terror; and/or (4) that the actual or alleged event was caused by negligent or intentional act of an employee of the Vendor. The insurance policy required under this Section **shall include a partial waiver of subrogation** preventing the insurance carrier from asserting any subrogation claim(s) against DRPA/PATCO related to a Data privacy Claim and shall include coverage for regulatory fines and/or penalties, including but not limited to payment card industry fines and/or penalties.

- a)
- b) Each Occurrence Limit: \$5,000,000
- c) Aggregate: \$5,000,000
- d) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive data applicable to coverage under the policy precedes the effective date of the Agreement; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of three (3) years beginning when the services under the Contract are completed.

13. CONFIDENTIALITY

DUTY OF CONFIDENTIALITY AND NON-DISCLOSURE

Notwithstanding the existence of any specifically designated Confidential and Privileged/ Security Sensitive Information, and not limiting the Consultant's duties as to such information, the Consultant shall comply with the following policy regarding Confidential Information:

a. Confidential Information

As used in this Agreement, the term "Confidential Information" means all information provided to Consultant; all information to which Consultant has access, including but not limited to reports, correspondence, plans, specifications, files, photos, and internal documents which relate to, address or concern the Project; any information disclosed to Consultant relating to DRPA/PATCO activities; and any information which Consultant becomes aware of or which is revealed to Consultant as a result of its participation in bidding for and participating in the project. Confidential Information does not include: (i) information which, at the time of disclosure to the Consultant by DRPA/PATCO, is published, known publicly or is otherwise in the public domain; or (ii) information which, after disclosure to Consultant by the DRPA/PATCO, is published, becomes known publicly, or otherwise becomes part of the public domain, through no fault of Consultant; or (iii) any report, studies, recommendations, data or information relating to, or made or developed in the course of the Scope of Work; or (iv) as the result of the performance of this Agreement.

b. Obligation of Confidentiality

Consultant agrees to obtain, receive, and hold all Confidential Information in strict trust and confidence and that such Confidential Information will not be used by Consultant for any purpose other than in connection with the bidding for and participation in the project without the DRPA/PATCO's prior written consent. Consultant agrees that it shall not disclose, disseminate, publish, reproduce or otherwise

use or communicate Confidential Information to any third party. It is also agreed that in the event such information is disclosed to a third party or associate, Consultant will obtain prior written consent of the DRPA/PATCO and will advise the third party beforehand of the confidential nature of the information and require them to enter into a written agreement to protect the confidentiality of such information. The obligation for confidentiality under the provisions of this Agreement shall be continuing and shall survive the completion or other termination of the Agreement.

c. Security

Consultant shall institute any and all security procedures necessary to insure that the Confidential Information is not disclosed to third parties in violation of this Agreement. Consultant may disclose the Confidential Information only to those officers, directors, employees, and agents, and representatives of Consultant approved by the DRPA's Chief Engineer who need access to the Confidential Information for the project services. All such officers, directors, employees, agents, and representatives must be informed of the existence and nature of this provision. The parties hereto are responsible for the compliance of such officers, directors, employees, agents, and representatives with the terms and conditions of this Agreement.

d. Return of Confidential Information

Consultant hereby agrees that within thirty (30) days of the expiration or termination of this Agreement, Consultant shall return to the DRPA all copies in its possession of Confidential Information as well as all copies of any and all other documents and information obtained by Consultant or any of its representatives, agents, employees, officers, directors, or shareholders, whether originally supplied by the DRPA or prepared on the DRPA's behalf by or under Consultant's direction.

e. Disclosures and Discovery Requests

If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Consultant, Consultant shall notify the DRPA thereof with sufficient promptness so as to enable the DRPA to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the DRPA, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Consultant shall immediately give the DRPA written notice of that fact and a detailed account of the circumstances regarding such disclosure to the DRPA.

14. PROHIBITION ON GIFTS

Offerors are required to submit a Political Contribution Disclosure Form and a Certification Form on all bids, proposals, quotes, and/or statements of qualifications for contracts in the amount of \$25,000 or more. The requested forms must be submitted in a separate sealed envelope from the rest of the proposal. These forms shall not be submitted in the Technical Proposal or Cost Proposal.

The Political Contribution Disclosure Form and Certification Form will be forwarded to the DRPA's Office of the Inspector General ("OIG") for review. The OIG will determine whether the Offeror is in compliance with the DRPA's Policy. The OIG will also review the Political Contribution Disclosure Form for any potential conflict or direct conflict-of-interest with members of the DRPA's Board. The OIG will address any potential or actual conflict with the Board member, pursuant to OIG guidelines.

Failure to submit these forms will result in the disqualification of the Offeror's Proposal.

15. INDEMNITY and INDEMNIFICATION

Vendor agrees to defend, indemnify and protect and hold harmless the Indemnified Parties defined below from and against any and all suits, claims, liabilities, losses, judgments, demands and tender payments for damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the Indemnified Parties regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the willful misconduct, reckless, grossly negligent or negligent performance of or omission of performance under this Agreement. This includes but is not limited to Claims caused in part by the Indemnified Parties or which are based on strict liability. However, Vendor shall not be required to defend or indemnify the Indemnified Parties for that portion of any claim, suit, action, damage or cost which is caused solely by the willful misconduct or gross negligence of the Indemnified Parties.

Vendor further agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any and all Claims by or against Consultant's agents, workers, suppliers and subcontractors who are directly or indirectly involved in the performance of this Agreement. Vendor explicitly and unequivocally agrees to indemnify and defend the Indemnified Parties against allegations of loss, injuries and damages made by Vendor's employees, notwithstanding any Workers' Compensation Act provisions, law or regulations to the contrary.

The obligations of Vendor under this Section shall not be limited in any way by any limitation on or specification of any insurance proceeds or coverage.

Promptly after receipt by DRPA of notice of any claim, liability or expense against an Indemnified Party, DRPA shall give timely written notice to Vendor, but the omission to so notify Vendor promptly will not relieve the Vendor from any liability except to the extent that Vendor shall have been materially prejudiced as a result of the failure or delay in giving such notice. Vendor understands and agrees that the defense and indemnification of the Indemnified Parties under the terms and conditions of this Agreement begins when a claim is brought against an Indemnified Party or the moment an Indemnified Party receives notice of the Claim.

The "Indemnified Parties" are and shall include: (i) DRPA; (ii) PATCO; and, (iii) the DRPA and PATCO's beneficiaries, officers, commissioners, directors, members, agents, servants and employees.

The obligations of Consultant under this Section shall survive the termination of this Agreement.

16. TERMINATION AND MODIFICATION

If the DRPA, in its sole discretion, determines that the Consultant has not met its obligations hereunder, the DRPA shall provide Consultant with written notice of any event of default. Commencing on the date that the notice was sent, Consultant shall have ten (10) calendar days to cure the default, unless extended in writing at the discretion of the DRPA. If Consultant fails to cure an event of default, the DRPA reserves the right, in addition to all of its rights at law, in equity, and as elsewhere provided in the Agreement, to terminate the Agreement upon giving not less than ten (10) days' written notice to Consultant. In the event the DRPA exercises such right of termination, the DRPA shall only be responsible for payments, if any, as outlined in the Agreement, for services which were completed to the satisfaction of the DRPA at the time of termination. After termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement. The Consultant agrees that it is not entitled to any damages whatsoever in the event of such termination.

Notwithstanding the provisions of the paragraph above, it is understood and agreed that the DRPA hereby reserves unto itself the right to terminate or modify the Agreement at any time, for any reason whatsoever, including, but not limited to, termination for the convenience of the DRPA, upon giving not less than thirty (30) days prior written notice to the Consultant. In the event the DRPA exercises such right of termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement other than to reimburse Consultant for expenses appropriately incurred prior to Consultant's receipt of the notice of termination. In the event that the DRPA exercises its right to modify the Agreement, Consultant shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The Consultant agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification, other than the aforesaid referenced payments.

17. WORK PRODUCTS

All materials, calculations, computations, specifications and drawings developed and prepared by and equipment required by the Consultant in the performance of its services herein shall become the property of the DRPA, and shall be turned over to the DRPA at or prior to final payment or other termination of this Agreement or by written request thereof by the DRPA.

18. SUBCONTRACTING, ASSIGNING, OR SUBLETTING

Prior written approval of DRPA is required for subcontracting any Services covered by this Agreement, other than those included in the Consultant's Proposal. Requests for authorization to subcontract or sub-consult must be submitted in writing to the DRPA's Chief Engineer, accompanied by a description of the specific work to be subcontracted or sub-consulted, the total value of such sublet work, and by proof that the organization which will perform the subcontracted or sub-consulted work is particularly equipped and capable to perform such work. The right to qualify, accept or reject any subcontractor or sub-consultant is reserved expressly for DRPA.

19. WAGE AND HOUR PROVISIONS

All workmen employed by the Vendor at the site of the work under this Agreement shall be paid the prevailing rate of wages for work of a similar nature in the locality of the work. Signs showing the wage scale shall be posted conspicuously on the site.

20. NON-DISCRIMINATION REQUIREMENTS

The Vendor shall comply, and shall ensure that its Subcontractors comply, with Operator's non-discrimination provisions, which are as follows:

a. NON-DISCRIMINATION PROVISIONS

The Operator is firmly committed to providing equal employment and business opportunities for all persons regardless of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, limited English proficiency ("LEP") or non-job related disability. To that end, the DRPA will affirmatively assure that in regard to any DRPA contract entered into, all qualified persons will be afforded equal opportunity to participate in the contract process and will not be discriminated against on grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.

The Vendor shall include the following seven (7) paragraphs in every subcontracting agreement or purchase order in such a manner that the provisions shall be binding upon each sub-consultant and supplier working on the project. The Vendor also agrees to be bound by applicable federal, state and local affirmative action and civil rights laws.

1. The Vendor warrants and represents that in carrying out its obligations under this Agreement, it will not discriminate against employees or applicants for employment because of race, color, religion, national origin, sex, age, or non-job-related disability, and will undertake or continue to comply with all existing or future state and federal laws, rules and regulations respecting programs of

Affirmative Action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Agreement, affirmative action shall mean those activities undertaken during the course of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation, to ensure that minority group members and women are afforded equal employment and contracting opportunities.

2. The Vendor shall make a substantial good faith effort to recruit minority and female sub-consultant and suppliers having substantial minority and female representation among their employees.

3. All advertisements or requests for employment placed by the Vendor or on the Vendor's behalf, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, income level, LEP or non-job related disability.

4. The Vendor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Vendor.

5. It shall be no defense to a finding of noncompliance with obligations of this non-discrimination clause that the Vendor delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting the contractual obligation not to discriminate. However, if the evidence indicates that the Vendor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in determining whether the Vendor is in compliance with the nondiscrimination clause.

6. The Vendor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event the Vendor fails to comply with the provisions of the nondiscrimination clause of this Agreement or with any applicable laws, the Agreement may, after hearing and adjudication by the DRPA, be terminated or suspended, in whole or in part, and the Vendor may be declared temporarily ineligible for further DRPA contracts. Such termination or suspension shall not entitle Vendor to any damages or additional compensation.

7. The Vendor shall, upon request, furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the DRPA for purposes of ascertaining the Vendor's compliance with the provisions of this nondiscrimination clause. If the Vendor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the DRPA.

21. Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program

a. Statement of Purpose

The DRPA is firmly committed to providing equal employment and contracting opportunities for all persons regardless of race, color, religion, sex, national origin, age or non-job-related disability. In that regard, the Authority will affirmatively assure that, in regard to any Authority purchase agreement issued or Contract entered into pursuant to this Project, all qualified persons will be afforded equal opportunity to participate in the contract process and will not be discriminated against on grounds of race, color, religion, sex, national origin, age or non-job-related disability.

b. Definitions

i. "Minority-owned Business Enterprise" (MBE) means a certified business which is at least 51% owned and controlled by one or more persons who are minorities, and whose management and daily business operations are controlled by one or more of the minorities who own the enterprise.

ii. "Woman-owned Business Enterprise" (WBE) means a certified business which is at least 51% owned and controlled by one or more women, and whose management and business operations are controlled by one or more of the women who own the enterprise.

iii. "Sub-consultant" means any individual, partnership, firm, or corporation, or any acceptable combination thereof, to which the Consultant subcontracts part of the work pursuant to the applicable contract specifications.

iv. "Work" means the furnishing of all labor, services, materials, equipment, tools, transportation, supplies, and other incidentals necessary or convenient to the successful completion by the Consultant of the construction described in the contract documents and the carrying out of all duties and obligations imposed by the contract documents on the Consultant.

v. Providers of "Bona Fide Services" - for purposes of this Project, "bona fide services" include professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, fees charged for delivery or materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the MBE/WBE hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies.

c. MBE and WBE Goals

i. The Consultant is hereby advised that the Authority will affirmatively assure that in regard to any Agreement issued or Contract entered into pursuant to this Project, certified MBEs and WBEs shall be afforded every opportunity to submit proposals for consideration and will not be discriminated against on grounds of race, color, religion, sex, national origin, age or non-job-related disability.

ii. The participation of certified MBEs/WBEs sub-consultants and suppliers is a matter of great interest in the evaluation of all Proposals. To that extent, the Authority has established the following participation goals for certified MBEs and WBEs:

MBE	WBE
8%	4%

These goals are based on a careful review of the project scope, contracting and supplier opportunities, the estimated overall dollar value of the project, and the number of ready, willing and able MBEs and WBEs in our database that may likely be able to participate on the Project as a sub-consultant or supplier. The goals shall serve exclusively as a guide in determining Consultant responsibility. Attainment of the goals is not a measure of Proposal responsiveness, but will be considered in measuring whether a firm would be a responsible contractor or consultant.

iii. The total dollar value of a subcontract with a firm that is owned and controlled both by a minority and a woman shall be counted toward either the MBE goal or the WBE, but not both. The Consultant shall choose the goal to which the contract value is to be applied. The Authority will not make this election for the proposing Consultant.

iv. At the time the proposal is submitted, the Consultant shall submit its MBE and WBE commitments to the Authority's Office of Business Development & Equal Opportunity. The MBE/WBE solicitation and commitment information shall be recorded on the appropriate forms (Exhibit C and Exhibit D) included in this RFP. The completed Solicitation and Commitment Forms shall become part of this Agreement and are hereby incorporated herein by reference. Consultants who do not meet the established goals will be required, to submit evidence of their good faith efforts to solicit and commit to MBE and WBE firms.

v. The Authority may at any time require such other information or inspections as it deems necessary to determine the compliance of any Consultant with the terms and spirit of these nondiscrimination provisions. The Consultant shall fully cooperate with a compliance review in accordance with the goals and requirements specified in the contract. Unreasonable delays or failures to provide requested information or otherwise to cooperate with the Authority may result in the withholding of Contract payments and may be deemed a breach of Contract.

d. Certification

i. The Consultant has the sole responsibility of obtaining certified MBE and WBE firms for use on this Project. Each MBE and WBE the Consultant intends to use as sub-consultant(s) or supplier(s) must have a current MBE or WBE certification issued by a certifying entity recognized by the Authority. Only firms whose certification status as MBEs and WBEs is current, at the time of Contract execution, shall be recognized as certified firms.

ii. The Authority does not certify firms as MBEs or WBEs. It does, however, accept certifications from various federal, state and local agencies. To confirm an agency's certification can be accepted, the consultant is encouraged to contact the Authority's Office of Business Development and Equal Opportunity for guidance.

iii. For assistance locating certified MBE and WBE firms, the Consultant is encouraged to visit the Office of Business Development & Equal Opportunity's website at www.drpa.org/obdeo. Once on the site, scroll over to the blue section on the far right-hand side and click "MBE & WBE Directory." Then click "View the Directory" to perform specific searches.

e. Ongoing Monitoring

i. At the kick-off meeting the Consultant will be required to submit a copy of a fully executed subcontract or purchase order between the Consultant and each of the MBE and WBE sub-consultants/suppliers it will use on the Project.

ii. Each month the Consultant shall submit the original "Monthly MBE/WBE Status Report" to the Authority's Director of Engineering/Chief Engineer, along with the partial payment estimate. At the same time, the Consultant shall also submit a copy of the Monthly Status Report to the Authority's Office of Business Development & Equal Opportunity for processing. The Monthly Status Report must be submitted each month even when no MBE and WBE sub-consultants/suppliers worked.

iii. Periodically, DRPA/PATCO staff will conduct unannounced work site visits to ensure that M/WBE firms are working on the Project.

f. Payments

i. When a Consultant who has contracted with the Authority has received a payment or payments from the Authority for work performed, the Consultant must deliver within ten (10) calendar days from the receipt of payment from the Authority, the proportionate share of the payment for the work performed to sub-consultants specified in the Contract. In the event that the Consultant has not made such payments, he or she will be required to submit a written explanation satisfactory to the Authority for failure to make such payments.

ii. Other than as required by the work to be performed for the Authority, the Prime Consultant shall not impose upon MBE and WBE sub-consultants and suppliers more restrictive insurance and bonding requirements than are placed upon other sub-consultants and suppliers on the Project.

g. Determination of Non-Compliance

i. The following shall constitute compliance concerns:

(1) Documentation or information furnished by the Consultant which fails to demonstrate that MBEs or WBEs are performing the work as indicated by the Consultant on the forms included in the Consultant's Proposal;

(2) Unreasonable failure, refusal or delay by the Consultant to furnish forms and other information requested by the Authority's Office of Business Development & Equal Opportunity in support of its monitoring efforts;

(3) Discovery of information that is contrary to information previously submitted by the Consultant;

(4) Failure of the Consultant to execute a written contract or purchase order with its MBE and/or WBE sub-consultants and suppliers;

(5) Failure of the Consultant to deliver to its sub-consultants and suppliers within seven (7) business days, their proportionate share of the payment for the work performed; and

(6) Such other reasons that reasonably indicate that the Consultant is not in compliance with the Authority's MBE & WBE Program.

ii. In the event the Authority determines it has reasonable cause to believe that a Consultant is not in compliance with the provisions of the Authority's MBE and WBE Program, the Authority's Office of Business Development & Equal Opportunity shall promptly cause written notice to be sent by mail to the Consultant. The notice shall clearly state the areas of non-compliance and require the Consultant to show cause within five (5) calendar days why it should not be found in breach of Contract.

iii. Based upon information supplied by the Consultant, if any, the Authority shall make a final recommendation as to whether the Consultant is in compliance with Contract requirements. If a recommendation of non-compliance is rendered, the Authority's Chief Administrative Officer shall notify the Authority's General Counsel and make recommendations regarding appropriate remedies. The Authority's General Counsel, in consultation with the Authority's Chief Executive Officer and the Authority's Office of Business Development & Equal Opportunity, shall make a final determination regarding non-compliance and take such steps as are appropriate under the circumstances.

22. FOB TERMS

The FOB Destination Point shall be located either within New Jersey or Pennsylvania, with particular location to be designated in each of the Operator's orders.

23. ACCEPTANCE OR REJECTION OF DELIVERIES

The Vendor acknowledges that the Operator is authorized to order, and the Vendor is authorized to ship, only those items covered by this Agreement. If a review of Orders placed by the Operator reveals that material other than that covered by this Agreement has been ordered and delivered, the Operator will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required.

24. TERMINATION AND MODIFICATION

If the DRPA, in its sole discretion, determines that the Consultant has not met its obligations hereunder, the DRPA shall provide Consultant with written notice of any event of default. Commencing on the date that the notice was sent, Consultant shall have ten (10) calendar days to cure the default, unless extended in writing at the discretion of the DRPA. If Consultant fails to cure an event of default, the DRPA reserves the right, in addition to all of its rights at law, in equity, and as elsewhere provided in the Agreement, to terminate the Agreement upon giving not less than ten (10) days' written notice to Consultant. In the event the DRPA exercises such right of termination, the DRPA shall only be responsible for payments, if any, as outlined in the Agreement, for services which were completed to the satisfaction of the DRPA at the time of termination. After termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement. The Consultant agrees that it is not entitled to any damages whatsoever in the event of such termination.

Notwithstanding the provisions of the paragraph above, it is understood and agreed that the DRPA hereby reserves unto itself the right to terminate or modify the Agreement at any time, for any reason whatsoever, including, but not limited to, termination for the convenience of the DRPA, upon giving not less than thirty (30) days prior written notice to the Consultant. In the event the DRPA exercises such right of termination, the DRPA shall be without further liability whatsoever to Consultant under the Agreement other than to reimburse Consultant for expenses appropriately incurred prior to Consultant's receipt of the notice of termination. In the event that the DRPA exercises its right to modify the Agreement, Consultant shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The Consultant agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification, other than the aforesaid referenced payments.

25. Right of the DRPA to Amend the RFP

An amendment to the RFP may become necessary in order to make changes in requirements, delivery schedules, opening dates, and the like, or to correct defective or ambiguous information. When such a change becomes necessary, it will be accomplished by issuance of an Addendum to the Solicitation documents. Such an Addendum will be sent to each Proposer to whom the RFP has been furnished. The Addendum will be issued in a reasonable time before the scheduled receipt of Proposals in order to allow Proposers sufficient time to consider the Addendum in their Proposals. The Addendum will clearly state the changes made and whether or not the Proposal Due Date is changed. The Addendum will include instructions to the Proposers for acknowledging receipt of the Addendum and information concerning the effect of failure to acknowledge or return the Addendum.

26. Right of the DRPA to Reject Proposals

The DRPA reserves the right to reject any or all Proposals in its sole discretion. The DRPA also reserves the right to waive any informality or error in the Proposals received, to award the Agreement only to a Proposer experienced in this class of work whose proposal is deemed by the DRPA to be most advantageous to the public's interest and to negotiate with any or all Proposers who submit Proposals in response to this RFP. In addition, the DRPA may at any time revoke this RFP in its sole discretion and without assuming any liability in connection with its issuance and/or revocation.

The provisions of the RFP are made for the benefit of the DRPA and no right shall be deemed to accrue to any person making a proposal by reason of the submission of any proposal, or by the waiver or non-enforcement of any provisions or requirements of the RFP or by reason of any term or terms hereof.

Proposals which are incomplete, conditional, or wherein proposal prices for the several items of the Work are unbalanced may cause the DRPA to reject the proposal. This provision is not, however, in any way to limit or detract from the generality of the above reservation of rights.



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Maine Turnpike Authority: Terms
and Conditions

Solicitation Number 2019-IAGPA-0001

**Maine Turnpike Authority –
IAG Participating Member Terms and Conditions (2019)
E-Z Pass Transponder (TDM & 6C) Request for Proposals**

The parties to the attached Agreement for the supply of E-Z Pass transponders agree to be bound by the following clauses which are hereby made a part of the Agreement. The word Vendor below includes any contractor, subcontractor, agent or any other party acting on behalf of the primary vendor.

1. Authorized Officer: The term “authorized officer”, “authorized representative”, or similar term, when used in reference to the Maine Turnpike Authority, shall mean the Executive Director of the Maine Turnpike Authority or another employee of the MTA who may be specifically authorized in writing by the Executive Director to perform one or more functions on behalf of the MTA under the Agreement.
2. Governing Law: This contract shall be governed by the laws of the State of Maine.
3. Notice Address: All notices under the Agreement which are required to be given in writing shall be sent to the following:

Richard Somerville, Director of E-Z Pass Operations
Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04102

With a copy to:
Jonathan Arey, Staff Attorney
Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04102

4. Security: If, in order to provide any services under this Agreement, Vendor must make an external connection to the MTA’s data communications infrastructure and/or access the MTA’s information systems, Vendor shall comply in all respects with Operator policies and procedures regarding such connections and information systems access and undertake whatever actions are necessary in the discretion of the MTA to ensure such compliance. Vendor shall be responsible for all costs associated with ensuring that its own network security measures comply with all Operator policies and procedures regarding external connections.
5. Invoices: Invoices shall be submitted in hard copy form with all accompanying documentation not less than monthly for work completed or products delivered in the previous month. Invoices shall be submitted to the following:

John Sirois, Director of Finance
Maine Turnpike Authority

2360 Congress Street
Portland, Maine 04102

With a copy to:

Richard Somerville, Director of E-Z Pass Operations
Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04102

6. Payment: Payment shall be made within 30 days of receipt of a detailed invoice submitted with adequate documentation. The MTA reserves the right to require all additional information that, in its reasonable discretion, is required to verify the accuracy of the invoice. Payment shall be made by check or ACH at the MTA's option. The MTA shall not be liable for late fees or interest charges on late payments.

7. Insurance: Vendor shall maintain a policy of Commercial General Liability in an amount not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Such policy shall include products liability and completed operations as well as contractual liability coverage. In addition to meeting all other applicable requirements contained in the Agreement, said policy shall name the MTA as an additional insured.

Said policy shall include a requirement that the MTA be given concurrent written notice of any cancellation, change in the limits of coverage of said policy or any alteration of the MTA's additional insured status.

Vendor shall deliver to the Authority adequate documentation evidencing the insurance coverages provided herein, including certificates of insurance and copies of any endorsement providing additional insured status. Vendor shall provide a copy of the insurance policy itself upon request. Said documentation shall be furnished prior to commencement of the services and whenever said policies are renewed thereafter during the period of the Agreement.

All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. The maximum deductible for any type of insurance required shall not exceed \$50,000.00. However, the Authority may increase the maximum allowable deductible upon a showing of sufficient assets as determined by the Authority.

The insurance required herein shall not act as a waiver of any existing immunity or limitation on damages to which the MTA is entitled. Any endorsement specifically providing the MTA additional insured status shall contain the following provision:

"Without limiting in any way Insurer's obligation to defend the Additional Insured against any Claim, this policy shall not be deemed a waiver of any immunity or limitation on damages to which either the Insured or the Additional Insured is entitled to under the Maine Tort Claims Act or any other statutory or common law."

8. Non-Discrimination: Vendor shall comply with the relevant provisions of the Maine Code of Fair Practices and Affirmative Action, including but not limited to 5 MRSA § 784 and the provisions of 5 MRSA § 784(2) are hereby incorporated into this Agreement.

9. Delivery Location: The delivery location for the Maine Turnpike Authority under this Agreement is the following, unless and until another location is specified in writing by an Authorized Officer of the MTA:

Maine Turnpike Authority
2360 Congress Street
Portland, Maine 04102



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Massachusetts Department of
Transportation: Terms and
Conditions

Solicitation Number 2019-IAGPA-0001



MASSDOT TERMS AND CONDITIONS

This Terms and Conditions form is issued by the Massachusetts Department of Transportation ("MassDOT"). ***Any changes or electronic alterations by the Contractor to the official version of this form shall be void except as agreed to by MassDOT.*** Upon execution of these Terms and Conditions by the Contractor and

MassDOT and filing as prescribed by the Office of the Comptroller, these MassDOT Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and MassDOT, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by MassDOT, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. MassDOT is entitled to ownership and possession of all deliverables purchased or developed with MassDOT funds. Contract shall mean the Standard Contract Form issued by MassDOT.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor and MassDOT, or, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the MassDOT in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by MassDOT from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of MassDOT and the Commonwealth of Massachusetts ("Commonwealth") from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. MassDOT shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable MassDOT to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the MassDOT's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. MassDOT may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate MassDOT action. Upon immediate notification to the other party, neither MassDOT nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by MassDOT or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or

suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or MassDOT data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to MassDOT's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. MassDOT shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable MassDOT to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to MassDOT or the Commonwealth against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by MassDOT and shall be consistent with and subject to the provisions of these Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. MassDOT is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the Commonwealth, including MassDOT, its agents, officers and employees (for purposes of this paragraph, "indemnified parties") against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the indemnified parties may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of MassDOT or the Commonwealth. After prompt notification of a claim by an indemnified party, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The indemnified party shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or



MASSDOT TERMS AND CONDITIONS

other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by MassDOT.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. MassDOT, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) or other mediation service of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Terms and Conditions, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however,

that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by MassDOT, which incorporates by reference these Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Terms and Conditions, the Standard Contract Form, MassDOT's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certifies under the pains and penalties of perjury that it shall comply with these Terms and Conditions for any applicable Contract executed with MassDOT as certified by the authorized signatory below:



MASSDOT TERMS AND CONDITIONS

CONTRACTOR AUTHORIZED SIGNATORY: _____
(signature)

Print Name: _____

Title: _____

Date: _____

(Check One): _____ Organization _____ Individual

Full Legal Organization or Individual Name: _____

Doing Business As: Name (If Different): _____

Tax Identification Number: _____

Address: _____

Telephone: _____ FAX: _____

INSTRUCTIONS FOR FILING THE MASSDOT TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed MASSDOT TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the MASSDOT TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed MASSDOT TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Maryland Transportation Authority
(MDTA): Terms and Conditions

Solicitation Number 2019-IAGPA-0001

APPENDIX A

MARYLAND TRANSPORTATION AUTHORITY

The parties to the attached Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement or any other subsequent Purchase Order. (The word "Vendor" herein refers to any party other than the Operator, whether the Vendor, a Vendor, licensor, licensee, lessor, lessee or any other party):

1. AUTHORIZED OFFICER (Part 2 Glossary – Section 1 - Definitions and Terminology). The term "Authorized Officer" shall mean the Executive Director, or such other officer designated by the Maryland Transportation Authority Board of Directors for one or more purposes under this Agreement.

2. GOVERNING LAW (Article 1.52). This Purchase Order shall be governed by the laws of the State of Maryland except where the Federal Supremacy clause requires otherwise.

3. NOTICE ADDRESS (Article 1.49 and Appendix E). The address for Notices to the Operator shall be initially as follows:

Kevin C. Reigrut, Executive Director
Maryland Transportation Authority
2310 Broening Highway
Baltimore, Maryland 21224

With copies to:

Principal Counsel
MDTA Office of the Attorney General
2310 Broening Highway
Baltimore, Maryland 21224

4. SECURITY (Article 1.26 and 1.32). If in order to provide the services set forth in Article I Vendor must make an external connection to the Operator's data communications infrastructure and/or access Operator information systems, Vendor shall in all respects comply with all Operator policies and procedures regarding such connections and information systems access and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. Vendor shall be responsible for all costs associated with ensuring that its own network security measures comply with all Operator policies and procedures regarding external connections.

5. COMPENSATION. The total compensation payable by the Operator under this Purchase Order shall not exceed \$ _____ unless otherwise approved by the Board of the Operator.

6. INVOICES (Article 1.1). Invoices shall be submitted in hard copy form with all accompanying documentation not less than monthly for work completed in the preceding month to the following:

All invoices shall include the following information:

- Vendor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;

- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Description of goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Vendor provides the required information.

All invoices shall be directed to:

MDTA Finance Division
Maryland Transportation Authority
2310 Broening Highway
Baltimore, Maryland 21224

7. LATE PAYMENT (Article 1.1). Timeliness of payment and any interest to be paid to Vendor for late payment shall be governed by Section 15-226 of the State Finance and Procurement Article of the Annotated Code of Maryland.

7.1 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Vendor pursuant to this Purchase Order shall be made no later than 30 days after the MDTA's receipt of a proper invoice from the Vendor as required by RFP Section 6.

7.2 The Vendor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Vendor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

7.3 The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable. Final payment under this Purchase Order will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Electronic funds transfer shall be used by the State to pay Vendor pursuant to this Purchase Order and any other State payments due to Vendor unless the State Comptroller's Office grants Vendor an exemption.

7.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Vendor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Vendor to be reduced or withheld until such time as the Vendor meets performance standards as established by the Procurement Officer.

7.5 Payment of an invoice by the MDTA is not evidence that services were rendered as required under this Purchase Order.

8. INSURANCE (Article 1.34 and Article 1.39). The Maryland Transportation Authority shall be listed as Additional Insured with respect to all policies required by Article 1.34 and 1.39. The policies required by Article 1.34 and 1.39 shall provide that notice of cancellation, non-renewal, or material alteration of the Purchase Order shall be sent to the following address:

MDTA Finance Division
Maryland Transportation Authority 2310 Broening Highway
Baltimore, Maryland 21224

And with a copy to:

Principal Counsel
MDTA Office of the Attorney General
2310 Broening Highway
Baltimore, Maryland 21224

9. COST CERTIFICATE. The Vendor hereby certifies that all information provided to the Operator with respect to Section 13-317 of the State Finance and Procurement Article of the Annotated Code of Maryland is complete, true and accurate. The Operator reserves the right to terminate this Purchase Order in the event it is found that the certification filed by the Vendor in accordance with Maryland State Finance and Procurement Article Section 13-317, was intentionally false or intentionally incomplete. Upon such finding, the Operator may exercise its termination right by providing written notification to the Vendor in accordance with the written notification terms of the Purchase Order.

10. DEBARMENT OF VENDOR. The Vendor has not been debarred from selling to or submitting bids to or receiving awards from or entering into any contracts or subsequent agreement with any public authority or any official of any public authority created by the State of Maryland or any political subdivision, for goods, work or services pursuant to Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland.

11. NON-DISCRIMINATION REQUIREMENTS (Article 1.29) As a condition of entering into this Purchase Order, the Vendor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Vendor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Vendor retaliate against any person for reporting instances of such discrimination. The Vendor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Vendor understands that a material violation of this clause shall be considered a material breach of this Purchase Order and may result in termination of this Purchase Order disqualification of the Vendor from participating in Maryland contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

As a condition of entering into this Purchase Order, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against the Vendor under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Vendor agrees to provide within 60 days after the request a complete list of the names of all contractors, vendors, and suppliers that the Vendor has used in the past 4 years on any of its contracts that were undertaken within the State

of Maryland, including the total dollar amount paid by the Vendor on each subcontract or supply contract. The Vendor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that are requested by the State. The Vendor understands and agrees that violation of this clause shall be considered a material breach of this Purchase Order and may result in contract termination, disqualification by the State from participating in Maryland contracts, and other sanctions.

12. FOB DELIVERY LOCATION (Article 1.45). The F.O.B. delivery location for the Operator is as follows:

Maryland Transportation Authority 2310 Broening Highway
Baltimore, Maryland 21224

14. EQUAL OPPORTUNITY FOR MINORITY/WOMEN/SMALL OWNED BUSINESS. It is the policy of the Operator that minority owned business enterprises ("MBE"), women owned business enterprises ("WBE"), and small business enterprises ("SBE") should have the opportunity to participate in the performance of the Operator's procurement of goods and/or services. The Operator desires participation of MBEs, WBEs and SBEs for the performance of this Purchase Order. Vendor shall comply with any procedures of the Operator designated on Appendix A or otherwise required by applicable law in order to demonstrate that a good faith effort has been made to accomplish the above-stated initiative.

A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.maryland.gov/directory/>. The most current and up-to-date information on MBEs is available via this website. Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.

15. WORKERS' COMPENSATION BENEFITS. This Purchase Order shall be void and of no force and effect unless the Vendor shall provide and maintain coverage during the life of this Purchase Order for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

16. FINANCIAL DISCLOSURE. The Vendor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other Purchase Order with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or other Purchase Orders reached \$200,000 file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

17. COMPLIANCE WITH LAWS. Vendor hereby represents and warrants that: it is qualified to do business in the State of Maryland and that it will take such action, as from time to time hereafter, may be necessary to remain so qualified; it is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes, employee benefits, or tolls, and that it shall not become so in arrears during the term of this Purchase Order; it shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Purchase Order; and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Purchase Order.

18. POLITICAL CONTRIBUTION DISCLOSURE. Vendor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State of Maryland, a county, or a municipal corporation, or other political subdivision of the State of Maryland, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the Maryland State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the Maryland State Board of Elections: (a) before execution of an Purchase Order by the State, a county, a municipal corporation, or other political subdivision of the State of Maryland, and shall cover the 24 months prior to when an Purchase Order was awarded; and (b) if the contribution is made after the execution of an Purchase Order, then twice a year, throughout the Purchase Order term, on or before: (i) May 31, to cover the six month period ending April 30; and (ii) November 30, to cover the six month period ending October 31. Additional information is available on the Maryland State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

19. NON-HIRING OF STATE OFFICIALS AND EMPLOYEES. No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Purchase Order, shall during the pendency and term of this Purchase Order and while serving as an official or employee of the State of Maryland become or be an employee of the Vendor or any entity that is a subcontractor on this Purchase Order.

20. RETENTION OF RECORDS. The Vendor shall retain and maintain all records and documents relating to this Purchase Order for five (5) years after final payment by the State of Maryland hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times.

21. CONTINGENT FEE PROHIBITION. The vendor, Vendor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the vendor, Vendor, architect, or engineer, to solicit or secure this Purchase Order, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Purchase Order.

22. TERMINATION FOR CONVENIENCE. The performance of work under this Purchase Order for the state of Maryland may be terminated by the State of Maryland in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Purchase Order that the Vendor has incurred up to the date of termination and all reasonable costs associated with termination of the Purchase Order. However, the Vendor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of the Code of Maryland Regulations (COMAR) 21.07.01.12A(2).

23. TERMINATION FOR DEFAULT. If the Vendor fails to fulfill its obligation under this Purchase Order properly and on time, or otherwise violates any provision of the Purchase Order, the State of Maryland may terminate its participation in the Purchase Order by written notice to the Vendor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Vendor shall, at the State's option, become the State's property. The State shall pay the Vendor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Vendor's breach. If the damages are more than the compensation payable to the Vendor, the Vendor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights

and obligations of the parties, shall be governed by the provisions of the Code of Maryland Regulations (COMAR) 21.07.01.11B.

24. PRE-EXISTING REGULATIONS. In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Purchase Order are applicable to this Purchase Order.

25. DELAYS AND EXTENSIONS OF TIME. The Vendor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Purchase Order. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Vendor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Vendor in the performance of as Purchase Order with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Vendor or the subcontractors or suppliers.

26. PERIOD OF PERFORMANCE.

26.1 The term of this Purchase Order begins on the date the Purchase Order is signed by the Maryland Transportation Authority following any required approvals of the Purchase Order, including approval by the Maryland Board of Public Works, if such approval is required.

26.2 Audit, confidentiality, document retention, and indemnification obligations under this Purchase Order shall survive expiration or termination of the Purchase Order.

27. USE

27.1 The State shall have the right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Vendor in connection with this Purchase Order. If any material, including software, is capable of being copyrighted, the State of Maryland shall be a copyright owner and Vendor may copyright material connected with this Purchase Order only with the express written approval of the State of Maryland.

27.2 Except as may otherwise be set forth in this Purchase Order, Vendor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Vendor by the State of Maryland or developed by Vendor relating to the Purchase Order, except that Vendor may provide said information to any of its officers, employees and subcontractors who Vendor requires to have said information for fulfillment of Vendor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the State of Maryland's confidential information is to be disclosed shall be advised by Vendor of and bound by confidentiality and intellectual property terms substantively equivalent to those of this Purchase Order.

28. RIGHTS TO RECORD

28.1 The Vendor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Vendor for purposes of this Purchase Order shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Vendor other than that specifically provided by this Purchase Order.

28.2 The Vendor agrees that at all times during the term of this Purchase Order, and thereafter, works created as a deliverable under this Purchase Order shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable

under this Purchase Order are not works made for hire for the State, the Vendor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Purchase Order, and will cooperate reasonably with the State effectuating and registering any necessary assignments.

28.3 The Vendor shall report to the Maryland Transportation Authority, promptly and in written detail, each notice or claim of copyright infringement received by the Vendor with respect to all data delivered under this Purchase Order.

28.4 The Vendor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

28.5 Upon termination of the Purchase Order, the Vendor, at its own expense, shall deliver any equipment, software or other property provided by the State of Maryland to the place designated by the Maryland Transportation Authority.

29. PATENTS, COPYRIGHTS, AND INTELLECTUAL PROPERTY (Article 1.40)

29.1 If the Vendor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Vendor shall obtain the necessary permission or license to permit the State to use such item or items.

29.2 The Vendor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Vendor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Vendor will defend the State against that claim at Vendor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Vendor in writing of the claim; and (b) allows Vendor to control and cooperates with Vendor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 29.3 below.

29.3 If any products furnished by the Vendor become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement, the Vendor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

30. CONFIDENTIAL OR PROPRIETARY INFORMATION AND DOCUMENTATION (Article 1.32)

30.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Vendor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Purchase Order, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Purchase Order; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

30.2 This Section shall survive expiration or termination of this Purchase Order.

31. LOSS OF DATA

31.1 In the event of loss of any State of Maryland data or records where such loss is due to the intentional act or omission or negligence of the Vendor or any of its subcontractors or agents, the Vendor shall be responsible for recreating such lost data in the manner and on the schedule set by the Maryland Transportation Authority. The Vendor shall ensure that all data is backed up and recoverable by the Vendor. Vendor shall use its best efforts to assure that at no time shall any actions undertaken by the Vendor under this Purchase Order (or any failures to act when Vendor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Vendor is working hereunder.

32. INDEMNIFICATION (Article 1.39)

32.1 The Vendor shall hold harmless and indemnify the State of Maryland from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Vendor or its subcontractors under this Purchase Order.

32.2 This indemnification clause shall not be construed to mean that the Vendor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.

32.3 The State of Maryland has no obligation to provide legal counsel or defense to the Vendor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Purchase Order against the Vendor or its subcontractors as a result of or relating to the Vendor's performance under this Purchase Order.

32.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Vendor or its subcontractors as a result of or relating to the Vendor's performance under this Purchase Order.

32.5 The Vendor shall immediately notify the Maryland Transportation Authority of any claim or lawsuit made or filed against the Vendor or its subcontractors regarding any matter resulting from, or relating to, the Vendor's obligations under the Purchase Order, and will cooperate, assist, and consult with the State of Maryland in the defense or investigation of any claim, lawsuit, or action made or filed against the State as a result of, or relating to, the Vendor's performance under this Purchase Order.

32.6 This Section 32 shall survive termination of this Purchase Order.

33. DISPUTES (Article 1.55 and 1.56)

33.1 This Purchase Order shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Vendor shall proceed diligently with the performance of the Purchase Order in accordance with the Maryland Transportation Authority's decision. Unless a lesser period is provided by applicable statute, regulation, or the Purchase Order, the Vendor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Purchase Order, the Vendor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

34. NON-AVAILABILITY OF FUNDING

34.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Purchase Order succeeding the first fiscal period, this Purchase Order shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Vendor's rights under any termination clause in this Purchase Order. The effect of termination of the Purchase Order hereunder will be to discharge both the Vendor and the State from future performance of the Purchase Order, but not from their rights and obligations existing at the time of termination. The Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Purchase Order. The State shall notify the Vendor as soon as it has knowledge that funds may not be available for the continuation of this Purchase Order for each succeeding fiscal period beyond the first.

35. SUSPENSION OF WORK

35.1 For work specifically for the State of Maryland, the State unilaterally may order the Vendor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Maryland Transportation Authority may determine to be appropriate for the convenience of the State.

36. RIGHT TO AUDIT (Article 1.5)

36.1 The State of Maryland reserves the right, at its sole discretion and at any time, to perform an audit of the Vendor's and/or subcontractor's performance under this Purchase Order. An audit is defined as a planned and documented independent activity performed by qualified personnel including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Vendor's compliance with the Purchase Order, including but not limited to adequacy and compliance with established procedures and internal controls over the Purchase Order services being performed for the State of Maryland.

36.2 Upon three (3) Business Days' notice, the Vendor and/or any subcontractors shall provide the State of Maryland reasonable access to their respective records to verify conformance to the terms of the Purchase Order. The Maryland Transportation Authority may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the MDTA's election. The Maryland Transportation Authority may copy, at its own expense, any record related to the services performed and provided under this Purchase Order.

36.3 The right to audit shall include any of the Vendor's subcontractors including but not limited to any lower tier subcontractor(s) that provide essential support to the Purchase Order services. The Vendor and/or subcontractor(s) shall ensure the MDTA has the right to audit such subcontractor(s).

36.4 The Vendor and/or subcontractors shall cooperate with the Maryland Transportation Authority and designated accountant or auditor and shall provide the necessary assistance for the Maryland Transportation Authority or designated accountant or auditor to conduct the audit.

36.5 This Section shall survive expiration or termination of the Purchase Order.

37. SUBCONTRACTING; ASSIGNMENT

37.1 The Vendor may not subcontract any portion of the services provided under this Purchase Order without obtaining the prior written approval of the Maryland Transportation Authority, nor may the Vendor assign this Purchase Order or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer; provided, however, that a Vendor may

assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Purchase Order, exhibits, and attachments. The Purchase Order shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Vendor's obligations to its subcontractors.

38. LIABILITY

38.1 For breach of this Purchase Order, negligence, misrepresentation, or any other contract or tort claim, the Vendor shall be liable as follows:

38.2 For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 29 of this Purchase Order;

38.3 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

38.4 For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Purchase Order, regardless of the form the Vendor's liability for third party claims arising under Section 32 of this Purchase Order shall be unlimited if the State of Maryland is not immune from liability for claims arising under Section 32.

39. NOTICES. Unless permitted otherwise in Appendix A-Operator Specific Requirements, all notices, requests, demands and other communications required or permitted hereunder, other than with respect to daily operations, shall be in writing and shall be deemed to have been duly given (a) if delivered by hand or nationally recognized overnight delivery service, when delivered; (b) if by facsimile, on the first Business Day when received, or (c) if by mail, five (5) Business Days after being mailed, certified or registered mail, with postage prepaid as follows:

If to the Operator, to the address and to the attention indicated on the execution page of this Purchase Order or as otherwise provided in Appendix A-Operator Specific Requirements;

If to the Vendor, to the address and to the attention set forth on the execution page of this Purchase Order; and

If to the Participating Operators, to the addresses and to the attention set forth in Appendix E-Notice Addresses for Participating Operators, as may be amended from time to time by the Operator or the applicable Participating Operator.

Any party may change such addresses by providing a Notice in accordance with Appendix E and Article 1.49.

40. ETHICS. During the term of this Purchase Order, none of the Vendor Parties shall engage any person who is or has been at any time of the Operator or any other legal entity specifically designated by the Operator in Appendix A-Operator Specific Requirements or otherwise provided by Notice to the Vendor without the written consent of the Operator. The Operator may request that the Vendor provide it with whatever information the Operator deems appropriate about such person's engagement, work cooperatively with the Operator to solicit advice from other legal entities, and, if deemed appropriate by the Operator, instruct such person to seek the opinion of other entities. The Vendor agrees that any such employee assigned to perform work under this Purchase Order shall be assigned in accordance with provisions of any laws, rules, regulations, and guidelines identified by the Operator as applicable.

The Vendor further expressly agrees to comply, and to cause the other Vendor Parties to comply, with the laws of the state(s) in which the Operator's facilities are located and the policies of the Operator regarding the ethical conduct of employees and the code of ethics, as may be included in Appendix A-Operator

Specific Requirements, or in a Notice to the Vendor.”

41. AFFIDAVIT. Vendor shall submit an Affidavit in the following form if awarded this Purchase Order:

PURCHASE ORDER AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items): X

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other Purchase Orders with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other Purchase Orders reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing:

(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and

(b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period.

The statement shall be filed with the State Board of Elections:

(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and

(b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on:

(i) May 31, to cover the six (6) month period ending April 30; and

(ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;
 - (h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
 - (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____

By:_____ (printed name of Authorized Representative and affiant)

_____ (signature of Authorized Representative and affiant)

IN WITNESS WHEREOF, this Purchase Order is executed by the Operator by its Authorized Officer and by the vendor by its duly authorized officer, all as of the "Contract Date" set forth herein.

MARYLAND TRANSPORTATION AUTHORITY

By: _____
Kevin C. Reigrut
Executive Director

VENDOR:

By: _____
Title: _____

Vendor's Notice Address for purposes of Article 1.16, Notices:

This **Purchase Order** consists of the **Purchase Order** (**_pages** including this execution page), together with the following **Appendices**:

APPENDIX A: STANDARD CLAUSES FOR MARYLAND TRANSPORTATION AUTHORITY CONTRACTS

APPENDIX_: LICENSE PURCHASE ORDER

APPENDIX_: ESCROW PURCHASE ORDER

APPENDIX_: EQUIPMENT, COMPONENTS, SERVICES LISTING AND PRICING SCHEDULE(S) As SET FORTH IN THE BAFO

APPENDIX_: BAFO FOR TECHNICAL PROPOSAL

APPENDIX_: PARTICIPATING OPERATOR NOTICE INSTRUCTIONS (working title)



E-ZPass Transponder (TDM & 6C)

Request for Proposals

New Jersey Turnpike Authority &
South Jersey Transportation
Authority: Terms and Conditions

Solicitation Number 2019-IAGPA-0001

NECESSARY BACKGROUND INFORMATION, TERMS, CONDITIONS/DRAFT AGREEMENT
FOR PROFESSIONAL SERVICES AGREEMENTS
WITH THE NEW JERSEY TURNPIKE AUTHORITY

Organization and Function of the New Jersey Turnpike Authority

The Authority owns and operates the New Jersey Turnpike, the Garden State Parkway and owns the PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented *N.J.S.A. 27:23-1 et seq.* (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority, which owned and operated the Garden State Parkway and owns the PNC Bank Arts Center. The Authority Board of Commissioners consists of eight members: five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Authority.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1, et seq.* In addition, Proposers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1075, C.127 and (*N.J.A.C. 17:27*).

Acceptance of Proposals

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and a Services Agreement is entered into with the Authority. The Authority may award a Services Agreement solely on-the-basis-of the Proposal submitted without any negotiations. The Authority reserves all rights to engage in negotiations as described in Section I if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Services Agreement by the Authority.

Rejection of Proposals

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

Final Agreement

Any Services Agreement entered into with a Successful Proposer shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Services Agreement, not otherwise set forth in this RFP, are hereby incorporated into this RFP. It is understood that any Services Agreement that may be awarded will be on the basis of a professional agreement for services

within the intent of the statutes and laws of the State of New Jersey, including, without limitations *N.J.S.A. 27:23-6.1*.

Public Records

Any Proposal received from a Proposer in response to this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* A Proposer may request the Authority's Director of Law to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

News Releases

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority's approval.

Affirmative Action

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must complete the appropriate forms. The following are included in Section __:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report ("Form AA-302"). The appropriate form must be completed and submitted to the Authority by the Successful Proposer immediately after being notified of award of the Agreement.

Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a "small business enterprise" or "SBE") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the New Jersey Department of the Treasury ("Treasury") should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

To the extent the Proposer engages subcontractors or sub-consultants to perform any of the Services for the Authority pursuant to the Services Agreement, the Proposer must demonstrate to the Authority's satisfaction that a good faith effort will be made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3*, a "good faith effort" is described as follows:

1. Proposers shall attempt to locate qualified potential small business subcontractors;
2. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit K, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE participation.

Division of Revenue Registration

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **The Services Agreement shall not be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the Successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Services Agreement, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a Services Agreement unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's and any sub-consultants' Certificate of Registration with the Proposal submission. (Exhibit J).

All questions regarding this requirement should be referred to the Division of Revenue hotline at 609) 292-9292.

State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117

The Successful Proposer will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a Service Agreement for execution. (Appendix _)

Affidavit of Moral Integrity

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

Code of Ethical Standards

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site:

<http://nj.gov/ethics/docs/ethics/uniformcode.pdf>. By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State ("State") Ethics Commission.

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate as stated above.

Tolls

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or vendors. See *N.J.S.A. 27:23-25* and *N.J.A.C. 19:9-1.19*.

Proposals Become Property of the Authority

All Proposals shall become the property of the Authority upon receipt and will not be returned.

Right To Audit Clause

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Proposer for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.S.C. 17:44-2.2*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Ownership Disclosure Form

Each Proposer shall return to the Authority with its Proposal a completed, Ownership Disclosure Form set forth as Exhibit D. Failure to include the completed and signed form may be grounds for rejection of a Proposers' Proposal.

Vendor Disclosure Form N.J.S.A. 52:34-13.2

Pursuant to *N.J.S.A. 52:34-13.2*, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. The statute requires all Proposers to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit E.

Notice to All Proposers of Set-Off for State Tax

Each Proposer shall return to the Authority with its Proposal a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit G which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

Affidavit of Non-Collusion

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of a Proposer's Proposal.

Disclosure of Investment in Iran

Pursuant to *N.J.S.A. 52:32-58*, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the

Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled "Disclosure of Investment Activities in Iran" as set forth in Exhibit F. Failure to include the completed and signed form may be grounds for rejection of Proposer's Proposal.

Liabilities to the Authority

In the event of any liabilities and debts of the Proposer to the Authority, whether or not related to the Services are unpaid past their due date at the time the Proposal was submitted, a Proposer's Proposal will be rejected.

INSURANCE AND INDEMNIFICATION

Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this RFP, the Consultant shall procure and maintain at its own expense, throughout the term of any resulting contract and until acceptance by the Authority of the Services performed under such contract, or for a duration as otherwise provided herein, from an insurance carrier acceptable to the Authority, the following insurance coverages:

1. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance (CGL) with a primary coverage limit of not less than \$2,000,000 each occurrence. CGL insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Consultant shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.
2. **Commercial Automobile Liability Insurance:** Consultant shall maintain commercial automobile liability insurance covering all vehicles owned or used by Consultant with a primary coverage limit of not less than \$2,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. Should the Services to be provided pursuant to this RFP require the Consultant or any subcontractors, to transport

any hazardous materials, hazardous substances, hazardous wastes and contaminated soils, the Consultant shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387. The Consultant and/or subcontractor, as the case may be, shall provide the Authority with an Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by the insurer.

3. **Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.
4. **Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$1,000,000 each occurrence. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.
5. **Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security 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; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (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; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant 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; and (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 \$10,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

B. Additional Requirements

1. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
2. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.
3. Any other insurance carried by Consultant or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.
4. Any other insurance carried by Consultant or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
 - a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance, or professional liability insurance.
 - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.
 - c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.

- d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
 - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
- 6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFP, Consultant shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor's name were substituted for any reference to Consultant. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Consultant's policies as an additional insured.
 - 7. It is agreed and understood by the parties that the obligation of the Consultant to obtain and maintain insurance policies required in accordance with this RFP is an essential term of the RFP and that the Authority relies on the Consultant to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this RFP, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this RFP regarding the provision of insurance coverage by the Consultant.
 - 8. The Consultant shall ensure that the activities to be performed under this RFP do not violate the terms and conditions of any insurance policy which is or may be provided by the Consultant hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.
 - 9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Due to future changes in economic, financial, risk and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.
 - 10. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY

FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

11. Terms and Deductibles. The Consultant shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

CHECKLIST OF ITEMS

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR PROPOSAL ALONG WITH THIS CHECKLIST ITSELF:

CHECK OFF AS READ, SIGNED & SUBMITTED

		CHECK LIST	
	A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
	B.	AFFIRMATIVE ACTION INFORMATION SHEET	
	C.	AFFIDAVIT OF MORAL INTEGRITY	
	D.	OWNERSHIP DISCLOSURE FORM	
	E.	VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129	
	F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
	I.	AFFIDAVIT OF NON-COLLUSION	
	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
	K.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
	L.	SMALL BUSINESS ENTERPRISE FORMSBE FORM – PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
	M.	INSURANCE (see Section V of RFP) for Insurance Requirements for the Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.	
	N.	FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

(Telephone Number/Fax Number)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES AGREEMENTS

During the performance of the Services Agreement, the Contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, of with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to ***N.J.S.A. 10:5-31 et seq.***, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with ***N.J.A.C. 17:27-5.2***.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the

statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and Services Agreement, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the Services Agreement do hereby agree that the provision of ***N.J.S.A. 10:5-31 et seq.*** dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of the Services Agreement and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT B

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED SERVICES AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES ____ NO ____

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (*N.J.A.C. 17.27-1.1*) and The State Treasurer has approved said report.

YES ____ NO ____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____

(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with a copy returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C

AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Proposer), being first duly sworn, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.

2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):**

3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Proposer authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Proposer as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Signature

Notary Public

Title

(Corporate Seal)

EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE “**YES**” OR THE “**NO**” BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE NEW JERSEY TURNPIKE AUTHORITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE PROPOSER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Proposer? YES ☐ NO ☐

IF THE ANSWER TO QUESTION 1 IS “**NO**”, PLEASE SIGN AND DATE THE FORM.

IF THE ANSWER TO QUESTION 1 IS “**YES**”, PLEASE ANSWER QUESTIONS 2 – 4 BELOW.

2. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties individuals?

YES ☐ NO ☐

3. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties **corporations, partnerships, or limited liability companies**?

YES ☐ NO ☐

4. If your answer to Question 3 is “**YES**”, are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

YES ☐ NO ☐

IF **ANY** OF THE ANSWERS TO QUESTIONS 2 - 4 ARE “**YES**”, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS “YES”.

If you answered “YES” for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Proposer. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME _____ DATE OF BIRTH _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

NAME _____ DATE OF BIRTH _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

NAME _____ DATE OF BIRTH _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

PART 2 continued

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME _____

PARTNER NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

ENTITY NAME _____

PARTNER NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

ENTITY NAME _____

PARTNER NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP _____

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the New Jersey Turnpike Authority is relying on the information contained herein, and that the Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the New Jersey Turnpike Authority to notify the New Jersey Turnpike Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the New Jersey Turnpike Authority, permitting the New Jersey Turnpike Authority to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

FEIN/SSN

EXHIBIT E

VENDOR DISCLOSURE FORM

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with N.J.S.A. 52:34-13.2. Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Proposers seeking to enter into the Services Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the Services Agreement will be performed; and
- b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THE SERVICES AGREEMENT WILL BE PERFORMED:

The Proposer _____

(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____

(Location by Country)

Name: _____

Address: _____

Title: _____

I certify that all information is true and correct to the best of my knowledge.

Proposer: _____ Title: _____

EXHIBIT F

NEW JERSEY TURNPIKE AUTHORITY

NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.

FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") . I further certify that I am the person listed above, or I am an officer or

representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

OR

☐ I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION

MUST BE SIGNED BY BIDDER

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the New Jersey Turnpike Authority ("Authority") is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ **SIGNATURE** _____

TITLE: _____ **DATE:** _____



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftekhim (Belorusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates

18.	Indian Oil Corporation
19.	Kingdram PLC
20.	Maire Tecnimont SpA
21.	Naftiran Intertrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
27.	Sameh Afzar Tajak Co. (SATCO)
28.	Shandong Fin Cnc Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: January 31, 2018

EXHIBIT G

NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT H

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF
POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT

COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027

STATE OF _____

:SS

COUNTY OF _____

I, _____ of the _____ of _____ in the County of _____ and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc.)

_____, the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a

calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the Services Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Services Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20 ____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.

2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to and
before me this day
of , 20____.

EXHIBIT J

NJ DIVISION OF REVENUE BUSINESS REGISTRATION

[Attach]

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.state.nj.us/treasury/revenue/njbgs/bgsclientreg.shtml>

EXHIBIT K

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration/ Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1 \$0- \$500,000 _____
- SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____
- SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____
- NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Proposer Name: _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

NAME & ADDRESS OF SBE (SUB)CONSULTANT SUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

Proposer (Print Name)

Proposer's SBE Liaison officer (if applicable)

Telephone Number

All Proposers must complete and submit this form with their Proposal (if no subcontracting is involved state so.)

EXHIBIT M

[Attach Certificate of Insurance or Letter from Broker]

EXHIBIT N

[Attach Audited Financial Statements or Federal Income Tax Returns for the Past 3 years]

APPENDICES

1. **Draft Services Agreement**
2. **State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

APPENDIX 1

DRAFT SERVICES AGREEMENT

AGREEMENT FOR _____

THIS SERVICES AGREEMENT (the "Agreement") is dated and effective _____, 201_ by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority"); and _____, a _____ of the State of _____, having its principal offices at _____ (the "Consultant").

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm with adequate staff and experience to provide _____ in accordance with a Request for Proposal, dated as of _____ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

WHEREAS, the Consultant is a professional company which is proficient in _____ and has submitted to the Authority a written proposal, dated _____; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on _____, following which the Consultant was further invited to submit a best and final offer ("BAFO"); and

WHEREAS, on _____, the Consultant submitted in writing a BAFO which clarified and expanded upon the statements contained in the aforesaid _____ proposal (collectively, with the initial _____ proposal dated _____, 20__ , the "Proposal", attached hereto as Exhibit B); and

WHEREAS, the Authority evaluated the Proposal in accordance with the criteria stated in the RFP and, after comparison with other submitted proposals was deemed to be the most advantageous to the Authority; and

WHEREAS, on _____ the Authority adopted Agenda Item _____ awarding a professional services contract to the Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into an Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

“Authority” shall mean the New Jersey Turnpike Authority as established in accordance with *N.J.S.A. 27:23-1, et seq.*, and shall be the members of the Authority acting in accordance with said statute.

“Consultant” shall mean _____, with its principal offices located at _____.

“Completion Consultant” shall mean the consultant that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Consultant pursuant to Section 7 hereof.

“Director” shall refer to the Authority’s [department head] or his/her designee acting on his/her behalf as employees of the Authority with regard to the Agreement.

“Services” shall refer to _____ in accordance with the Proposal and the RFP. The RFP and the Proposal are incorporated by reference into the Agreement and attached thereto as Exhibits A and B, respectively.

All other defined terms as used in the Agreement and not defined herein shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under the Agreement shall be a [fixed] fee of \$_____ for _____ [and an amount not to exceed \$_____ for _____] in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 11 of the Agreement. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than five (5) years after the term of the Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all fees and expenses, and further acknowledges and agrees that the total compensation in the amount of \$_____ is a total amount not to be exceeded and is sufficient to complete the Services

under the terms of the Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of the Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments that may be due, or to become due, from the Authority under the terms of the Agreement, the Authority may withhold the amount of payments pertinent to such conflicting claim or claims, as determined by the Authority, until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

(e) With the award of the Agreement, the Firm will be required to receive its payment(s) electronically and invoices should be emailed to: invoicefb@njta.com. In order to receive payments via automatic deposit from the Authority, complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The Form must include the ABA number (routing or transit number), bank account number and indicate whether the bank account is a checking or savings account. The Form and instructions are located in the Instruction to Bidders on the Authority's website <http://www.njta.com/doing-business/goods-and-services>. The Firm shall email the completed Form along with the required voided check or bank letter to achvendor@njta.com.

3. STANDARD OF CARE. The Director may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Consultant shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director shall have the right throughout the term of the Agreement to review the Consultant's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of the Agreement and this standard of care. All costs incurred by the Consultant in performing any corrective Services shall be borne by the Consultant.

4. SERVICES. The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of the Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall

supersede one another and control according to the hierarchy set forth in Section 25.

5. TERM. The Agreement shall be in effect for a period of _____year(s) from the effective date of the Agreement. The Agreement also provides the Authority with the option for _____additional (1) year extension(s) of the Services with the concurrence of the Consultant for additional services necessary or incidental to the subject matter of the Agreement. During the term of the Agreement the Authority will have the right to procure additional services at the pricing and in conformity with the Services outlined in the Proposal.

6. PERSONNEL. The Consultant agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Services, and that the assignment of such individuals is a material term of the Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that are equal to, or greater than, the subject of the replacement.

7. TERMINATION. Notwithstanding any other provision in the Agreement, the Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions;

(a) The Authority may terminate the Agreement as follows:

- (i) Immediately upon failure by the Consultant to remedy a material breach of its obligations under of the Agreement within five (5) days of the date of written notice from the Authority of such material breach;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) Immediately, if the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in
- (i v) Immediately upon the indictment of an owner of Consultant.

(b) The Consultant may terminate the Agreement as follows:

- (i) Upon sixty (60) days prior written notice to the Authority, upon failure by the Authority to remedy a material breach of the Agreement;
- (ii) Upon reasonable written notice to the Authority, if the Authority fails to fulfill its obligations under the Agreement, including its obligation to pay the fees and charges of the Firm as provided herein, or as permitted or required under any applicable standards of professional conduct or rules of court.

(c) Upon termination of the Agreement by either party and upon receipt by the Firm of payment for all outstanding fees and charges, the files (including electronic files) pertaining to Authority matters, Authority's papers and property will be returned promptly to the Authority upon request.

8. RIGHTS UPON TERMINATION. In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in the Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

9. OBLIGATION FOR TRANSITION. At such time as the Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of the Agreement in order to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and promptly transfer all relevant files (including electronic files) to the appropriate recipient, confer with the Authority, and with any other party at the Authority's instruction.

10. FORCE MAJEURE. Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate the Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

11. RIGHT TO AUDIT. The Consultant shall:

(a) Permit during ordinary business hours for the term of the Agreement and for a period of five (5) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant's records and books are maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

12. INSURANCE. The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section _ of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

13. INDEMNIFICATION. The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act or omission or willful misconduct of the Consultant or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the Agreement.

14. EEO/AFFIRMATIVE ACTION. The Consultant agrees that:

1. It does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation;
2. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by

reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

3. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) State of New Jersey Affirmative Action Employee Information Report ("Form AA-302")

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the Form AA-302.

15. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of *N.J.S.A. 52:32-44*, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. The Consultant is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No sub-consultant agreement shall be entered into on account of any agreement with the Authority unless the sub-consultant first provides proof of valid business registration.

16. CONFIDENTIALITY.

- (a) Each party agrees that all information and materials shared under the terms of the Agreement are privileged and shall be held in strict confidence by the receiving party and shall

only be used in connection with the purposes of the Agreement to conduct such other activities as are necessary and proper to carry out the purposes of the Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of the Agreement complies with the terms of the Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of the Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to the Agreement.

(c) In the event information or materials disclosed under the Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, *N.J.S.A. 10:4-6 et seq.*, or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential.

17. NEWS RELEASES. No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

18. NOTICES. Any notices to the Parties pursuant to the terms of the Agreement shall be in writing and addressed to:

As to [Consultant]:

As to New Jersey Turnpike Authority:

[Department Head]
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a copy to:

Director of Law
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of the Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Consultant with any liability.

20. APPLICABLE LAWS. The Consultant shall perform the Services in compliance with all applicable Federal, state, and local laws, ordinances, rules, regulations and orders.

21. GOVERNING LAW. The terms of the Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to the Agreement shall be brought only in the Superior Court of the State of New Jersey.

22. INDEPENDENT CONSULTANT. Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Consultant shall perform the Services as an independent contractor.

23. ASSIGNMENT. The Agreement, or any part thereof, shall not be assigned by the Consultant, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

24. FOREIGN CORPORATION. The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of the Agreement (*N.J.S.A. 14A:13-3*).

25. INTEGRATION. The Agreement, together with Exhibits A and B, constitutes the entire agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein. Should any ambiguity or conflict exist among the Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) RFP (Exhibit A)
- (c) Proposal (Exhibit B);

[Notwithstanding the foregoing, the following sections of the Proposal shall take precedence over Section _____ of the RFP.]

26. PARTIES BOUND. The Agreement shall be binding upon the Consultant and the Authority, its respective successors and assigns.

27. SEVERABILITY. If any provision of the Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

28. CODE OF ETHICS. The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into the Agreement, the Consultant agrees to be subject to the intent and purpose of said code and to the requirements of the State Ethics Commission.

29. PROFESSIONAL SERVICES AGREEMENT. The Agreement is an agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

30. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of the Agreement.

31. AMENDMENT. This Agreement may be amended only by a written document signed by duly authorized representatives of each of the parties hereto.

32. WAIVER. Should either of the parties hereto fail to exercise or enforce any provision of this Agreement, or waive any right in respect thereto, such failure or waiver shall not be construed as constituting a waiver or a continuing waiver of its right to enforce any other provision or right.

33. CONSTRUCTION. Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context requires otherwise, the words "hereof", "herein", and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof. "Including", as used herein, means including without limitation.

[Signatures on following page]

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute the Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Kim Schurman
Secretary to the Authority

[Corporate Seal]

By:_____
John M. Keller
Executive Director

Approved by the Law Department

ATTEST:

NAME OF CONSULTANT

[Name]
[Title]
[Corporate Seal]

By:_____
[Name]
[Title]



E-ZPass Transponder (TDM & 6C)

Request for Proposals

North Carolina Transportation
Authority: Terms and Conditions

Solicitation Number 2019-IAGPA-0001

NORTH CAROLINA TURNPIKE AUTHORITY (NCTA) - AGENCY SPECIFIC TERMS AND CONDITIONS

1. Proposer Eligibility (Part 1 Administration, Section 2.21)

Proposers and Subcontractors wishing to be considered shall be properly registered and licensed to conduct business in the State of North Carolina with the Office of the Secretary of State prior to award of Contract. It is the responsibility of the Proposers to verify the registration of any corporate subsidiary or Subcontractor prior to award of Contract.

2. Ineligible Contractors (Part 1 Administration, Section 2.21)

As provided in N.C.G.S. 147-86.59 and N.C.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 N.C.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 N.C.G.S. 147-86.81. A contract with the State of North Carolina or any of its political subdivisions by any company identified in a) or b) above shall be *void ab initio*.

3. Business Hours

The NCTA's standard business hours for deliveries are 9 a.m. to 5 p.m. Monday-Friday Excluding NCTA-recognized holidays.

4. 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.

5. Taxes (Article 1.1)

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

6. Access to Persons and Records (Article 1.5)

Pursuant to N.C.G.S. §147-64.7, the Agency, 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 agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Contractor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

7. Authorized Officer (Article 1.9)

The term "Authorized Officer" shall mean the Executive Director, or such other officer designated by the Executive Directors for the purposes under this Agreement.

8. Tolls Data Ownership and Security (Article 1.26)

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 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>, as may be amended from time to time throughout the term of the Contract.
3. The Contractor shall notify the State of any security breaches within 24 hours. See Identity Theft Protection Act, N.C.G.S. § 75-60 *et seq.*

9. Governmental Restrictions (Article 1.27)

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.

10. Prohibition Against Contingent Fees and Gratuities (Article 1.28)

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 or Contractor as permitted by law.

11. Non-Collusion, Debarment and Gift Ban (Article 1.28)

1. In accordance with N.C.G.S. § 133-32 and Executive Order 24 (2009), G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State.
2. The Contractor declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.
3. At the time the Proposal is submitted, the Contractor shall submit the Pre-bid Non-Collusion Certification, Debarment Certification and Gift Ban Certification in accordance with Article 102-9 of the 2018 North Carolina Department of Transportation Standard Specifications. A copy of the form can be found at <https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx>.

12. Confidentiality (Article 1.32)

1. To promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et. seq.* Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.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 N.C.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 N.C.G.S. §132-9 or other applicable law.
 - a. Care of Information: Contractor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or NCTA during performance of any contractual obligation from loss, destruction or erasure.
 - b. Contractor warrants that all its employees and any approved third-party contractors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Contractor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Contractor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Contractor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.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.

- c. Nondisclosure: Contractor agrees and specifically warrants that it, its officers, directors, principals and employees, and any Subcontractors, shall hold all information received during performance of this Contract in the strictest confidence and shall not disclose the same to any third-party without the express written approval of the State.
 - d. 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 the 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.
 - e. 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 must 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.
13. Bonding Requirements (Article 1.34)
- All bid and performance bonds will be handled as provided in Article 102-10 of the 2018 North Carolina Department of Transportation Standard Specifications for Roads and Structures and the following procedures.
- 1. Bid Bonds
 - a. The Proposer shall submit with its Price Proposal a bid bond in the amount of at least five percent (5%) of the dollar total also used as the basis of the payment and performance bonds.
 - b. A bid deposit of a certified or cashiers' check may be submitted in lieu of bid bonds.
 - c. All bid bonds will be retained by the NCTA until the payment and performance bonds are furnished by the successful Proposer and Contract is executed. After such time, all bid bonds will be destroyed, unless the individual bid bond forms contain a note indicating that the bonds be returned to the Contractor or surety and all certified or cashiers' checks will be refunded.
 - d. Copies of the bid bond form can be found online at <https://connect.ncdot.gov/resources/Specifications/2006ResurfacingProjects/Bid%20Bond.pdf>
 - 2. Payment and Performance Bonds:
 - a. At the time the Proposal is submitted, Proposer shall submit evidence that it is capable of obtaining contract payment and performance bonds each in an amount equal to 100% of the contract price. The form of this letter is included in Appendix A of this RFP. The completed letter shall be included in the Technical Submission portion of Proposal.

- b. The successful Proposer will have fourteen (14) Calendar Days after receipt of the notification of award to furnish the performance and payment bonds and insurance required, if any, in the notification of award letter.
- c. The successful Proposer must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of North Carolina upon the tentative award of the contract pursuant to this solicitation.
- d. Copies of the payment and performance bond forms can be found online at <https://connect.ncdot.gov/letting/Pages/Central-Letting-Forms.aspx>.

14. Insurance Requirements (Article 1.34)

The Contractor, at all times during the term of this Agreement, shall maintain insurance in such form as is satisfactory to the NCTA, and shall furnish the NCTA with continuing evidence of insurance as provided in this Article. 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 Proposer shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract.

The NCTA will 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) Days prior written Notice to the Contractor. Contractor shall notify NCTA of any such cancellation promptly in writing. 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) Days advance Notice shall be given to the NCTA or as provided in accordance with North Carolina law. In the event NCTA makes a claim under such insurance, Contractor shall provide it reasonable access to copies of relevant insurance policies and endorsements.

The 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 NCTA will not accept self-insurance retention (SIRs).

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 the NCTA. Nor shall the Contractor allow any Subcontractor to commence Work on this Project until all insurance required of the Subcontractor has been obtained. The Proposers who is the intended awardee shall submit the required Certificates of Insurance to the NCTA within fourteen (14) Days of Notice of award.

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:

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 must be on an "occurrence" basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability; and

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 must 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.

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.

15. Subcontractors Insurance (Article 1.34)

The Contractor shall either require each Subcontractor to obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business Automobile Liability and Professional Liability coverage similar to those required 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.

16. Recycling and Source Reduction

In accordance with N.C.G.S. §143-58.3, it is the policy of the State of North Carolina to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. The State also encourages and promotes using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

17. E-Verify

As required by N.C.G.S. 143-48.5, the Contractor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

18. FOB Delivery Location (Article 1.45)

The F.O.B. designated delivery location for NCTA is:
200 Sorrell Grove Church Road, Suite A
Morrisville, North Carolina 27560

19. Notices (Article 1.49)

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

NCTA Executive Director
1578 Mail Service Center
Raleigh, NC 27699-1578

20. Governing Law (Article 1.52)

1. This Contract is made under and shall be governed by 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.

21. 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 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/>.

22. Disadvantaged, Minority, Women Business Enterprises (Race and Gender Neutral)

1. Policy

It is the policy of the NCTA to comply with NCDOT's Disadvantaged Business Enterprises (DBE) Program and ensure that small businesses have an equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal and State funds. NCDOT sets DBE, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) utilization goals for all construction projects. This Contract for goods and services specific to establishing and operating a toll collection system is not a construction contract and does not contain utilization goals. However, the Contractor is encouraged to give every opportunity to allow DBE/MBE/WBE Subconsultant participation on all contracts and supplemental agreements.

2. Obligation

In compliance with Title VI, 23 CFR 200, 230, 635, 117(d) and (e) and 49 CFR Parts 21 and 26, the firm and subconsultant 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 firm 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.

3. Participation

Due to the Scope of Work and Requirements for this Contract, specific Project goals are not established. However, NCTA encourages the utilization of Small Professional Services Firms (SPSF) subconsultants and/or suppliers on professional services contracts let by NCDOT. All DBE/MBE and WBE firms currently certified by the NCDOT Unified Certification Program (UCP) automatically qualify as a SPSF.

4. Listing of Subconsultants

NCTA encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under

the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

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

The form may be accessed on the website at:
<https://connect.ncdot.gov/business/consultants/Roadway/Form%20RS-2%20Subcontract.pdf>

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. An RS-2 Form is required for all Subcontractors whether or not they are considered a SPSF entity.

5. Directory of Approved Transportation Firms

For Subconsultants 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/VendorDirectory/default.html>.

6. Reporting Participation

When payments are made to Subconsultants, including material suppliers, firms at all levels (firm, Subconsultant, or subfirm) 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 Subconsultant participation, the firm shall indicate this on the Form DBE-IS by entering the word 'none' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the NCDOT website.

A responsible fiscal officer of the payee firm, or Subconsultant, 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.



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Ohio Turnpike and Infrastructure
Commission: Terms and Conditions

Solicitation Number 2019-IAGPA-0001

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Ethics Policy

Policy Statement

It is the policy of the Ohio Turnpike and Infrastructure Commission (“Commission”) to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Commission members and employees conduct themselves in a manner that fosters public confidence in the integrity of the Commission, its processes, and its accomplishments.

General Standards of Ethical Conduct

Commission members and employees must, at all times, abide by protections to the public embodied in Ohio’s ethics laws, as found in Chapters 102 and 2921, of the Ohio Revised Code, and as interpreted by the Ohio Ethics Commission and Ohio courts. Members and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety.

A general summary of the restraints upon the conduct of all members and employees include, but are not limited to, those listed below. Members and employees shall not:

- Solicit anything of value from anyone doing business with the Commission;
- Accept anything of value from anyone doing business with the Commission;
- Solicit or accept employment from anyone doing business with the Commission, unless able to completely withdraw from Commission activity regarding the party offering employment, and the Commission approves the withdrawal;
- Use public position to obtain benefits for the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship;
- Accept any form of compensation for personal services rendered on a matter before any state agency, or sell goods or services to any state agency, unless the official or employee qualifies for the exception, and files the statement, described in the Ethics Law;
- Hold or benefit from a contract with, authorized by, or approved by, the Commission, unless one of the exceptions in the Ethics Law and related statutes applies;

- Vote, authorize, recommend, or in any other way use his or her position to secure approval of a Commission contract (including employment or personal services) in which the official or employee, a family member, or anyone with whom the official or employee has a business or employment relationship, has an interest;
- Use, or authorize the use of, his or her title, the name “Ohio Turnpike and Infrastructure Commission,” or “Commission,” or “OTIC,” or the Commission’s logo in a manner that suggests impropriety, favoritism, or bias by the Commission or the official or employee;
- Solicit or accept honoraria prohibited by the Ethics Law;
- Use or disclose confidential information protected by law, unless appropriately authorized; and
- During public service, and for one year after leaving public service, represent any person, in any fashion, before any public agency, with respect to a matter in which the official or employee personally participated while serving with the Commission.

For purposes of this policy:

- “Anything of value” includes anything of monetary value, including, but not limited to, money, gifts, food or beverages, social event tickets and expenses, travel expenses, golf outings, consulting fees, compensation, or employment. “Value” means worth greater than de minimis or nominal.
- “Anyone doing business with the Commission” includes, but is not limited to, any person, corporation, or other party that is doing or seeking to do business with, regulated by, or has interests before the Commission.

Financial Disclosure Statements

Every Commission member or employee required to file a financial disclosure statement by law, or Ethics Commission rule, must file a complete and accurate statement with the Ethics Commission by April 15 of each year. Any member or employee appointed or employed after February 15 shall file a statement within ninety days of appointment or employment.

Ethics Education

All Commission members and employees subject to the financial disclosure requirement must participate in the annual ethics education required pursuant to Executive Order 2011-03K, and some form of annual ethics instruction shall be provided to all Commission employees. In addition to participating in Executive Order training, the Ethics Commission sponsors educational sessions throughout Ohio.

Publication of the Commission's Ethics Policy

The Commission's Ethics Policy shall be published on the Commission's website, www.ohioturnpike.org. Persons, corporations or other parties seeking to conduct business with the Commission in amounts in excess of \$10,000 shall be provided with a copy of the policy and shall be required to acknowledge receipt of the policy in writing in a form to be prescribed by the Commission's General Counsel.

Assistance

The Ethics Commission is available to provide advice and assistance regarding the Ethics Law and related statutes. The Ethics Commission can be contacted at (614) 466-7090. The Ethics Commission's web site address is: www.ethics.state.oh.us. The Commission's General Counsel and counsel for the Governor's Office are available to answer questions involving this policy.

Penalties

Failure of any Commission official or employee to abide by this Ethics policy, or to comply with the Ethics Law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

Changes

This policy may only be changed by majority vote of the Commission.

**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

4c. **Corporation or Limited Liability Company Only:** The undersigned states that the following is a complete and accurate list of the chief executive officer and all individuals that are expected to have an interest in the contract contemplated under the bid or proposal accompanying this Affidavit, including anyone owning five percent (5%) or more equity interests in the entity submitting the bid or proposal (attach additional pages as necessary):

President (or similar chief executive): _____

Owners with 5% or more equity interest: _____

Additional individuals with an expected interest in the contemplated contract: _____

5. The undersigned represents that no person, firm, agent or employee of the entity identified in paragraph 3, nor anyone else to the knowledge of the undersigned, has retained anyone to solicit or secure affirmative or favorable action by the Commission with respect to the bid or proposal accompanying this Affidavit (except a regularly employed salesman paid for services on a regular schedule of commissions and serving in the usual course of business in soliciting such consideration or action by the Commission without promise or expectation of receiving consideration other than the standard and normal fee, commission, or percentage) under any agreement providing for a bonus, fee, commission, percentage, or other form of payment whatsoever which is in any way contingent upon the action to be taken by the Commission with respect to the bid or proposal.

6. The undersigned represents that no person or firm associated with the entity identified in paragraph 3 has any interest, direct or indirect, in any other proposal or bid submitted with respect to the contract contemplated in the bid or proposal accompanying this Affidavit, except the subcontractors, material suppliers, truckers/haulers disclosed in the SBE Utilization Plan.

7. The undersigned states that the bid or proposal accompanying this Affidavit is a genuine and earnest attempt to contract with the Commission, and is not made in the interest or on behalf of any undisclosed individual, person, partnership, company, association, organization or corporation; that the bid or proposal is not collusive or a sham; that the entity identified in paragraph 3 has not, directly or indirectly, induced or solicited any other entity to submit a false or sham bid or proposal, and has not directly or indirectly, colluded, conspired, connived or agreed with any other respondent to submit a collusive or sham bid or proposal, or to refrain from submitting a bid or proposal; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of any other responding entity, or to secure any advantage against the Commission or any person, firm or corporation interested in the proposed contract;

8. The undersigned states that the entity identified in paragraph 3 has received the Commission's Ethics Policy; the Ethics Policy has been reviewed by its managerial staff; the terms and conditions of the Policy are understood; and the entity agrees to comply and assist the Commission in complying with the Policy. Insofar as undersigned knows, no member of the Commission and no employee or agent of the Commission has or will have any interest, either direct or indirect, in the prospective contract contemplated under the bid or proposal accompanying this Affidavit.

(Affiant)

(Printed)

Sworn to before me and subscribed in my presence this _____

day of _____, 20____.

(Notary Public)

AFFIRMATION AND DISCLOSURE FORM
EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

This information is to be submitted as part of the response to the RFP.

Through the signature below, the Respondent affirms its understanding and commitment to abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Respondent and any of its subcontractors shall perform no services requested outside of the United States.

The Respondent shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Respondent will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

(Address)	(City, State, Zip)

2. Location where services will be performed by the Respondent:

(Address)	(City, State, Zip)

3. Name/Principal location of business of subcontractor(s):

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

4. Name/Location where services will be performed by subcontractor(s):

(Name)	(Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

5. Location(s) where Commission data will be stored, accessed, tested, maintained or backed-up, by Respondent:

(Address, City, State, Zip)

(Address, City, State, Zip)

Name/Location(s) where Commission data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

The undersigned Respondent also affirms, understands and agrees that the Respondent and its subcontractors are under a duty to disclose to the Commission any change or shift in location of services performed by the Respondent or its subcontractors before, during and after execution of any Contract with the Commission. Respondent agrees it shall so notify the Commission immediately of any such change or shift in location of its services.

The Commission has the right to immediately terminate the contract, unless a duly signed waiver from the Commission has been attained by the Respondent to perform the services outside the United States. I represent and warrant that I am duly authorized to execute this Affirmation and Disclosure Form on behalf of the Respondent, and have read and understand that this form is a part of any Contract that Respondent may enter into with the Commission and is incorporated therein.

Respondent: _____

By: _____
(Name) (Title)

Date: _____

ACKNOWLEDGEMENT

(To be Completed and Returned with the Responding Consultant's Proposal)

The undersigned, having full knowledge of the matter contained in the Request for Proposals ("RFP") for _____, represents, warrants and agrees that, if awarded the Project, the undersigned shall submit proper Certificates of Insurance evidencing the required coverages and limits and return an executed contract incorporating the terms and conditions set forth in the RFP within ten (10) days of written notice that the Commission has selected the undersigned as its Consultant on the Project.

The undersigned signatory for the Responding Consultant represents and warrants that he or she possesses full and complete authority to submit this Proposal to the Ohio Turnpike and Infrastructure Commission and to enter into an Agreement if its Proposal is accepted. The Selected Consultant agrees to commence the work as required in the signed contract and to timely provide all services and benefits required pursuant to the RFP.

Please sign below in accordance with the requirements of the RFP.

Corporate Name: _____

By: _____
Signature

Printed: _
(Name) (Title)

Date: _____



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Addendum to RFP for E-ZPass Transponder Part 5: Terms and Conditions

INSURANCE REQUIREMENTS

This Addendum supplements Article 1.34 of Part 5 of the RFP:

Immediately upon the execution of the Contract, the Selected Contractor shall forward to the Commission certificates of insurance which show that the Selected Contractor is insured by an insurance company or companies rated A- or better by A.M. Best and approved by the Commission. Said insurance shall be maintained in full force and effect until the Contract has been fully and completely performed. It shall protect the Selected Contractor and the Commission from liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident arising from the Selected Contractor's performance of the Contract. Said insurance shall provide that in the event of cancellation or expiration of the policy, a thirty (30) day advance notice thereof will be given to the Ohio Turnpike and Infrastructure Commission.

The Selected Contractor shall purchase and maintain Commercial General Liability Insurance, for liability and claims for damages for bodily injury, including wrongful death, personal and advertising liability and for damages to property caused by an accident, including employer's liability, in an amount not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate. Coverage shall be on an occurrence form and include contractual liability.

The Ohio Turnpike and Infrastructure Commission shall be endorsed as an additional insured on the Commercial General Liability policy(ies). The insurance policy(ies) shall be primary and non-contributory. The above-described certificates of insurance shall be delivered to and remain in the custody of the Commission and each shall be in form and words satisfactory to the Commission.

The Selected Contractor shall also procure and maintain until the Contract has been fully and completely performed, Ohio Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract *except* employees hired in a state other than Ohio who will not engage in any work in the State of Ohio.



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Addendum to RFP for E-ZPass Transponder Part 5: Terms and Conditions

COUNTERPART SIGNATURE PAGES

This Addendum supplements Article 1.49 of Part 5 of the RFP:

The Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.



OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

Addendum to RFP for E-ZPass Transponder Part 5: Terms and Conditions

GOVERNING LAWS, JURISDICTION AND VENUE

This Addendum supplements Article 1.52 of Part 5 of the RFP:

The Contract shall be governed and construed under the laws of the State of Ohio. The parties hereby consent and agree that jurisdiction and venue for any claim or cause of action arising or related to the Contract shall be properly and exclusively in the State or Federal court located in Cuyahoga County, Ohio and expressly waive any and all rights which they may have or which hereafter arise to contest the propriety of such choice or jurisdiction in venue or to involve the doctrine of *Forum Non Conveniens*.

Company: _____
Address: _____

Date: February 7, 2019

**FEDERAL TAX
EXEMPTION CERTIFICATE**

The undersigned hereby certifies that he is Procurement Manager of the Ohio Turnpike and Infrastructure Commission ("Commission") and that he is authorized to execute this certificate and that the article or articles specified in the accompanying order or on the reverse side hereof are purchased from the company or individual listed above for the exclusive use of the Commission of the State of Ohio.

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use, and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact will be reported by me to the manufacturer of the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000.00, or to imprisonment for not more than five years, or both, together with costs of prosecution.

**OHIO STATE SALES TAX
CERTIFICATE OF EXEMPTION**

The undersigned hereby certifies that the articles of tangible personal property purchased under this certificate were purchased by the Ohio Turnpike and Infrastructure Commission, which Commission is exempt from the application of the Ohio Sales and Use Tax under the provisions of Section 5537.20, of the Revised Code of Ohio.

The vendor must attach this certificate to his copy of the invoice or other record of the transaction.

OHIO TURNPIKE AND INFRASTRUCTURE COMMISSION

FEDERAL TAX IDENTIFICATION NUMBER
34-6004185

By: _____
Title: Procurement Manager
Address: 682 Prospect Street
Berea, Ohio 44017



E-ZPass Transponder (TDM & 6C)
Request for Proposals
Pennsylvania Turnpike Commission:
Terms and Conditions

Solicitation Number 2019-IAGPA-0001

APPENDIX A

Pennsylvania Turnpike Commission

DIVERSE BUSINESS (DB) REQUIREMENTS

Diverse Business Participation. The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

Minimum Participation Level (MPL). The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Pro Forma Effort-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

6. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

7. Subconsultant- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

8. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women’s Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

9. Veteran-owned Small Business –A small business owned and controlled by a veteran or veterans.

10. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(c) Actions Required by Proposer during the procurement/consultant selection phase

1. Submission Requirements – Consultant Responsiveness.

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant’s proposal demonstrates the consultant’s inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

2. Good Faith Effort Requirements: The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

3. Actions Taken by the Commission. As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in

writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

2. Records. Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

3.a The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

3.b The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

3.c Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subconsultant Contracts

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subconsultants. Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

(e) Actions to be Taken by Commission After Performance of Services. Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.



APPENDIX A
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

General Security Requirements

Vendor shall supply all hosting equipment (hardware and software) required for performance of the contract and ensure maintenance and replacement as necessary to maintain compliance with the Service Level Agreement(s).
The vendor shall warrant all system/software to be delivered free of malware or other malicious or destructive code.
In the event of adverse risk findings through an audit or assessment, the vendor shall cooperate with the Commission in remediating any risks to the system, including complying with requests to temporarily take the system offline or otherwise limit access to the system during remediation if warranted.
Vendors must have a plan for compliance with all applicable breach notification laws, including Pennsylvania's Breach of Personal Information Notification.
The Commission must be notified in writing within 72 hours of the earliest indication or report of a potential breach or unintended disclosure of confidential information.
Incident response actions that may affect confidential information must be conducted quickly and with ample resources. Vendor must hire a professional third-party incident response team if its inhouse resources do not have sufficient skill or availability.
The Commission shall have the right to view all incident response evidence, reports, communications, and related materials, affecting Commission systems, upon request.
If requested by the Commission, or if required by law, the vendor, at its own cost and expense, shall notify in writing all persons affected by the incident.
The vendor is responsible for hardening all devices to run only the services required to support the application. All unnecessary services must be disabled (for example, UPnP, SLP, etc.).
If Commission user service disruptions are expected, the change must be approved by the Change Review Board (CRB) before implementation.
No generic user accounts for shared resources will be permitted.
Audit logs must be implemented for all systems. All actual or attempted violations of system security must generate an audit log. Audit logs must be secured against unauthorized access or modification.



APPENDIX A
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

Hosted/Cloud-Based Security Requirements

The Commission's data must be located and remain within the continental United States.
Vendor shall use commercially reasonable resources and efforts to maintain adequate internet connection bandwidth, service capacity, and ensure its data center and/or other vendors performing subcontracted services have industry standard physical, technical, human, and administrative controls.
Vendor shall house all services and equipment in an operational environment that meets industry standards including climate control, fire and safety hazard detection, redundancy, electrical needs, and physical security.
If Commission employee access is required, then the latest version of ADFS (Active Directory Federated Services), using the latest version of SAML, must be used for authentication and authorization.
All cloud-based/hosted systems using HTTPS, or any other protocol using SSL/TLS, must use TLS 1.2 or later with a key size no smaller than 2048 bits.
For public-facing systems, the vendor shall utilize a third-party certificate provider who is a recognized and trusted authority in the industry.
The vendor is responsible for sending the Commission system/network vulnerability scan results upon request.
The vendor will supply firewall and IPS logs for malicious intrusion and access attempts into hosted Commission systems upon request.
Vendors must have, and upon request by the Commission, shall provide copies of its information security policies that cover the following elements: <ul style="list-style-type: none">- Data classification and privacy- Security training and awareness- Systems administration, patching, and configuration- Application development and code review- Incident response- Workstation management, mobile devices, and antivirus- Backups, disaster recovery, and business continuity- Regular audits and testing- Requirements for third-party business partners and contractors- Compliance with information security or privacy laws, regulations, or standards
The vendor shall allow the Commission, or an agreed upon third party, to perform security assessments, vulnerability assessments, or audits of systems that contain Commission data.
For systems hosted off the Commission's network, an industry-accepted endpoint protection solution must be operated on all hosting servers.



APPENDIX A
COMMISSION SECURITY REQUIREMENTS
Revised: 10/19/18

On-Prem/Physically-Connected Security Requirements

The Commission's IT Security Team must be allowed to scan, for security vulnerabilities, any new equipment and/or changes to existing equipment before implementation.
The Commission's IT Security team must be given administrator-level access to all installed equipment for incident response and security assessment.
All Microsoft Windows-based systems, connected to the Commission's network, will be joined to the Commission's Active Directory domain and will be patched by the Commission's IT staff on a monthly-basis at a minimum.
The vendor is responsible for updating all non-Windows systems, not operated or administered by the Commission, to the vendors' latest recommended level.
All vendors shall use the Commission's VMWare's HorizonView infrastructure for remote access.
The vendor's system/software must co-exist with all industry accepted endpoint software with no exceptions.
The vendor must provide the necessary directory and file exclusions to allow the system/software to operate as intended.



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Rhode Island Turnpike and Bridge
Authority: Terms and Conditions

Solicitation Number 2019-IAGPA-0001

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

P.O. Box 437
1 East Shore Road
Jamestown, Rhode Island 02835-0437

Invitation to Bid

Solicitation Title:	_____
Solicitation Number:	_____
Solicitation Date:	_____
Bid Proposal Submission Deadline:	_____
Project Description:	_____
Project Location:	_____
Prebid Conference:	Mandatory_____/Nonmandatory_____

	Date Time Location
Completion Time:	_____
	Tentative date or days to final completion
Design Agent:	_____

The Rhode Island Turnpike and Bridge Authority, a body corporate and politic (the "Authority"), is soliciting bid proposals to perform the work described in the plans and specifications for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Authority by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Agreement, General Conditions, any Supplemental Conditions, plans and specifications, Bidder Certification Form, and Bid Form. The solicitation is available at the Authority upon: (i) payment of a nonrefundable fee in the amount of \$250.00, payable in immediately available funds or by money order or cashier's check to the order of the Rhode Island Turnpike and Bridge Authority; and (ii) execution and delivery to the Authority of the Authority's Confidentiality Agreement..

The award of the contract pursuant to this solicitation will be made to the responsive

and responsible bidder with the lowest bid price. *The Authority reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

INSTRUCTIONS TO BIDDERS

Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

Offer to Contract

Bid proposals constitute an offer to contract with the Rhode Island Turnpike and Bridge Authority (the "Authority") on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

Comprehensive Review and Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Failure to submit a complete bid proposal may result in rejection of the bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

Questions

Bidders must not address questions or comments about this solicitation to the Authority or its professional advisors. Questions about this solicitation, after the prebid conference, must be emailed and received by the Authority at _____@ritba.org no later than _____ in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be _____ as an

addendum to this solicitation.

Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be _____. Bidders are responsible for checking _____ to determine the issuance of any addenda. No addenda will be issued within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

Prebid Conference

The Authority will hold a prebid conference - mandatory or nonmandatory, at the discretion of the Authority. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Authority at a mandatory prebid conference and identify the bidder he or she represents.

Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

Preparation of Bid Proposal

Bid proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and duplicate original) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Authority and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in

advance of the bid proposal submission deadline to ensure timely delivery to the Authority. Bid proposals must be addressed to:

Rhode Island Turnpike and Bridge Authority
Office of the Executive Director
P.O. Box 437
1 East Shore Road
Jamestown, Rhode Island 02835-0437

Bid proposals that are not received by the Authority by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

Bid Price

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Authority in the order of priority listed in the Bid Form.

Bidder Certification Form

The bidder must complete, sign, and submit the Bidder Certification Form for this solicitation as the first document with each bid proposal.

Sensitive Security Information

This solicitation may contain “sensitive security information” subject to protection pursuant to the Transportation Security Administration, Department of Homeland Security, in accordance with the provisions of 49 C.F.R. Part 1520. The unauthorized possession or use of SSI without prior written consent from the Authority is a violation of federal and state law and will subject the violator to penalties or other enforcement actions by the Department of Homeland Security. Bidders must take all reasonable steps to safeguard all information designated as sensitive security information in the bidder’s possession or control from unauthorized disclosure.

If this solicitation contains sensitive security information, the sensitive security information will be marked on the top with the protective marking: “Sensitive Security Information” and will include the distribution limitation on the bottom:

“WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR Parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR Parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR Parts 15 and 1520.”

Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island “Access to Public Records Act,” R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a duplicate original "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

Responsibility of Bidder

The Authority may make a reasonable inquiry to determine a bidder’s capability in all respects to perform fully the contract requirements, including without limitation, the financial strength and responsibility, integrity, and reliability of the bidder. The failure of a bidder to provide information promptly in response to an inquiry, including without limitation, financial statements and business references, may result in a determination of the bidder’s nonresponsibility.

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors’ Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the Authority the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

Taxes

The Authority is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the Authority in the amount of ten (10%) percent of the bid proposal. An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the Notice of Intent to Award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may be required to forfeit, at the discretion of the Authority, the full amount of the bid surety as liquidated damages. The Authority will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Indemnification

The successful bidder will indemnify and hold the Authority, its members, officers, employees, agents, successors and assigns, harmless from and against any and all claims, demands, actions, causes of action, damages, losses, judgments, recoveries, liabilities, costs and expenses (including without limitation, attorneys' fees and costs), or any kind, that the Authority, its members, officers, employees, agents, successors and assigns may incur arising out of this solicitation, any contract awarded pursuant to this solicitation, and/or the act or omission of the bidder, its subcontractors, or their employees and agents.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Authority. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

Reservation of Rights

The Authority reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to

this solicitation, with or without cause.

Award

The Authority, in its sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The Authority may determine, in its sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful bidder will receive a Notice of Intent to Award from the Authority with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed by the Authority. The issuance of the Notice to Proceed and the continuation of any contract awarded pursuant to this solicitation are contingent upon the availability of funds.

Payment and Performance Bonds

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

Prevailing Wages

For contracts priced under \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

For contracts priced \$1 Million or More

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Apprenticeship

if the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project in accordance with the apprentice to journeyman ratio for each trade approved by the

State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the Notice of Intent to A award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at www.dlt.ri.gov/apprenticeship.

Occupational Safety

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Notice to Proceed from the Authority prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

Substitutions

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Authority. All substitution approvals will be posted as addenda to the solicitation.

Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

Insurance

The successful bidder must submit a copy of an endorsement and a certificate of

insurance that references the solicitation number and names the Authority as “certificate holder” and as “additional insured” upon the issuance of the Notice of Intent to Award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days’ advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: Rhode Island Turnpike and Bridge Authority, Office of the Executive Director, P.O. Box 437, 1 East Shore Road, Jamestown, Rhode Island 02835-0437, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	\$1 Million each occurrence (inclusive of both bodily injury and property damage)_
	\$1 Million products and completed operations aggregate
	\$1 Million general aggregate

Comprehensive General Liability coverage shall include:

Independent contractors
Contractual (including construction “hold harmless” and other types of contracts or agreements in effect for insured operations)
Completed operations
Personal injury (with employee exclusion deleted)

Automobile Liability

Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	

Workers Compensation

Coverage B	\$100,000
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Environmental Impairment (“pollution control”)	\$1 Million or 5% of contract amount, whichever is greater
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Builder’s Risk	Contract amount
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All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the Authority; and (ii) a provision that the bidder’s insurance

coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the Authority, and any insurance, self-insurance, or self-retention maintained by the Authority shall be in excess of the bidder's insurance.

The Authority reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Minority Business Enterprises

The Authority reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises ("MBEs") certified by the Division of Purchases, Minority Business Compliance Office, provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Authority, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the ____-day period following the Notice of Intent to Award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the ____-day period following the Notice of Intent to Award. Information about this equal opportunity requirement is available at www.diversity.ri.gov/eeo/eoophagehome.htm or (401) 222-3090.

Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the ____-day period following the Notice of Intent to Award.

Criminal Background Check

The successful bidder may be required to provide a Bureau of Criminal Identification check and/or a national background check (for each individual who be performing services under the contract awarded pursuant to this solicitation) within the ____-day period following the Notice of Intent to Award.

Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a current Good Standing Certificate, and if a limited partnership, will be required to provide a current Letter of Legal Existence, issued by the Rhode Island Secretary of State within the ____-day period following the Notice of Intent to Award.

Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

Binding Contract

The form of agreement the successful bidder will be required to execute is included in the solicitation. A binding contract between the Authority and the successful bidder will be formed by the issuance of a Notice to Proceed from the Authority, *and only by the issuance of a Notice to Proceed, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Form, the Bidder Certification Form, the Agreement, and also the Notice to Proceed. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed.

Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



E-ZPass Transponder (TDM & 6C)

Request for Proposals

Virginia Department of
Transportation: Terms and
Conditions

Solicitation Number 2019-IAGPA-0001

APPENDIX A
VIRGINIA DEPARTMENT OF TRANSPORTATION

The following requirements apply for the contract with the Vendor executed by the Commonwealth of Virginia, Department of Transportation as Operator.

1. **AUTHORIZED OFFICER** (Part 2. Section 1). The term "Authorized Officer" shall mean the Virginia Department of Transportation (VDOT) Chief Financial Officer.

2. **GOVERNING LAW** (Article 1.52). This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of the law provisions, and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

3. **NOTICE ADDRESS** (Article 1.49). The address for Notices to the Operator shall be initially as follows:

Lisa M. Pride
Division Administrator
Administrative Services Division
1201 E. Broad Street
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David Caudill, P.E.
Division Administrator
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1401 East Broad Street, 13th Floor
Richmond, VA 23219

4. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a) For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov

5. **MAXIMUM COMPENSATION** (Part 1, Appendix B)

As the level of compensation is dependent upon the number of units purchased, there will be no set maximum compensation level specified in the resulting contract.

6. **INVOICES** (Part 5, Article 1.1)

- a) The contractor shall send invoices to the ordering Virginia toll facility. The list of facilities operating in Virginia currently include:

Chesapeake Expressway
Dominion Boulevard Veterans Bridge
Elizabeth River Tunnels
South Norfolk Jordan Bridge
George P. Coleman Bridge
64 Express Lanes
Chesapeake Bay Bridge Tunnel
RMTA (Richmond Metropolitan Transportation Authority)
Powhite Parkway Extension
Pocahontas Parkway (895)
95 Express Lanes
495 Express Lanes
66 Express Lanes
Dulles Toll Road
Dulles Greenway

- b) Invoice/payment procedures for the contractor shall be as follows:

- i. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- ii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- iii. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- iv. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset

when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- v. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor of the defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

7. **LATE PAYMENT** (Part 5, Article 1.1).

a) Contractor Payment To Subcontractors:

- i. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (a) To pay the Subcontractor(s) for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - (b) To notify the Commonwealth and the Subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- ii. The contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- b) Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject

only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- c) The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

8. INSURANCE Policies required under Part 5, Articles 1.34 and 1.39 shall include as insured the Commonwealth of Virginia, Department of Transportation and as additional insureds, the following:

Chesapeake Expressway – City of Chesapeake, VA
Dominion Boulevard Veterans Bridge – City of Chesapeake, VA
Elizabeth River Tunnels – Elizabeth River Crossings OPCO, LLC
South Norfolk Jordan Bridge – South Norfolk Jordan Bridge, LLC
George P. Coleman Bridge - Commonwealth of Virginia, Dept. of Trans.
64 Express Lanes - Commonwealth of Virginia, Dept. of Trans.
Chesapeake Bay Bridge Tunnel – Chesapeake Bay Bridge Tunnel District
RMTA - Richmond Metropolitan Transportation Authority
Powhite Parkway Extension - Commonwealth of Virginia, Dept. of Trans.
Pocahontas Parkway (895) - Globalvia
95 Express Lanes – 95 Express Lanes, LLC
495 Express Lanes – Capital Beltway Express, LLC
66 Express Lanes - Commonwealth of Virginia, Dept. of Trans.
Dulles Toll Road – Metropolitan Washington Airports Auth.
Dulles Greenway – Toll Road Investors Partnership II/ TRIP II

Notices regarding all insurance matters shall be mailed concurrently to the affected additional insured as identified above and to:

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13th Floor
Richmond, VA 23219

9. CONFIDENTIALITY (Part 5, Article 1.32) The Operator requires the Vendor and its employees to adhere to the Government Data Collection and Dissemination Practices Act of the Commonwealth of Virginia (Code of Virginia §§ 2.2-3800 - §§ 2.2-3809) and to comply with all applicable federal privacy laws.

10. DISQUALIFICATION TO CONTRACTS WITH THE COMMONWEALTH OF VIRGINIA - Vendors debarred by the Commonwealth of Virginia (COV) are prohibited from bidding or participating as a subcontractor on this solicitation. The COV debarred vendors' list can be accessed through <http://eva.state.va.us/dps/Buyer/docs/debarred.pdf>

11. FOB DELIVERY LOCATION (Part 5 Article. 1.45) - The F.O.B. delivery locations will be provided on the requesting facility's approved purchase order.

12. Subcontracting Reporting Requirements

- a. Each prime contractor who wins an award shall deliver to VDOT on a quarterly basis, a report that report evidence of utilization of certified small business (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information : name if firm with the Department of Minority Business Enterprise (DMBE) certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided, compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- b. Each prime contractor who wins an award shall deliver to VDOT on a quarterly basis, information on use of subcontractors that are not DMBE- certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

13. Performance and Payment Bond

- a. The successful Bidder shall deliver to Department concurrently with the execution hereof and shall maintain at all times during the Term of this Agreement/Contract an annual-renewable performance and payment bond which

shall guarantee the performance of the Work as detailed in the Statement of Work to this RFP, the Vendor's BAFO and the final negotiated contract. The successful Bidder shall also guarantee payment to Persons performing work for the Contractor under this contract. The surety of the bond shall be a surety company authorized to transact business in the State of Virginia and shall have a current AM. Best unit rating not less than "A-." The payment and performance bond shall be cancelable only for non-payment of premium.

- b. On or before 45 days prior to the end of each subsequent year, the contractor shall provide a renewed performance and payment bond effective for an additional year. The face value of the performance and payment bonds shall be as identified in (c) below. In the event the performance and payment bond is executed and the Contractor fails to meet his obligations under this Agreement/Contract, the Surety will only be responsible for a single face value payment of the amount of this bond or to the extent of the Department's damages due to the Contractor's breach of this Agreement/Contract. The Surety will then be released from further obligation.
- c. The penal amount of the bond for any Fiscal Year shall be not less than two million dollars.

Appendix B

License Agreement

See Part 5: Terms & Conditions, Article 1.26.2 Licenses. The proposed License Agreement shall be submitted as part of the Proposer's response to Part 3: Technical Requirements, Section 1.8.2 Other Compliance Requirements and Section 3.8.2 Other Compliance Requirements to be evaluated as indicated in Part 1: Administrative of this RFP. The Vendor shall provide the IAG Participating Member with the licenses upon execution of this Agreement with the form of license agreement to be annexed hereto as Appendix B.

Appendix C

Conformed Part 3: Technical Requirements

Appendix D

Equipment, Components, Services Listing and Pricing Schedule(s)

The Price Schedules in Part 6, Section 9 and Section 10 of the RFP shall be included in Part 5: Terms & Conditions, Appendix D, based on the final price proposals approved by the IAG Participating Members, submitted by the Proposer in accordance with Part 1: Administrative of the RFP.

Appendix E

Notice Addresses for Participating Operators

For any Notice to IAG Participating Members required under this Agreement, the Vendor shall use this list and addresses, which may be amended from time to time in accordance with Article 1.49 Notices, of this Agreement. Notice to IAG Participating Members shall include a copy to the IAG Participating Members to the attention of the person identified below and at the address indicated herein. Additional details and directions on Notices, such as for insurance purposes, for each of the IAG Participating Members are provided in Appendix A: IAG Participating Members-Specific Requirements



E-ZPass Transponder (TDM & 6C) Request for Proposals Part 6: Attachments

Solicitation Number 2019-IAGPA-0001

Table of Contents

Part 6: Attachments	1
1 Proposer’s Question Submittal Form	2
2 Proposal Cover Sheet	3
3 RFP Document Acknowledgement	4
4 Proposer’s Corporate Experience	5
5 Proposer’s Key Personnel and Experience	6
6 Technical Requirements Conformance Matrix (TDM)	7
7 Technical Requirements Conformance Matrix (6C)	8
8 IAG Participating Member Forms	9
8.1 Burlington County Bridge Commission	9
8.2 Delaware River Joint Toll Bridge Commission	9
8.3 New Jersey Turnpike Authority & South Jersey Transportation Authority	9
8.4 North Carolina Turnpike Authority	9
8.5 Virginia Department of Transportation	9
9 Proposer’s Pricing Submission Form (TDM)	11
10 Proposer’s Pricing Submission Form (6C)	12

Part 6: Attachments

Notes:

Digital versions of these forms have been provided with the RFP document.

Some forms in *Attachment 8 IAG Participating Member Forms* are provided for information only. They will be required if a Proposer is selected to enter into a contract with the designated IAG Participating Member. However, they are not required for submittal with the proposal.

Refer to Part 4: Proposal Contents & Submission Format, Section 3.2.2 for more detail regarding Pricing Forms.

1 Proposer's Question Submittal Form

E-ZPass Transponder (TDM & 6C) RFP

PROPOSER NAME:					
#	RFP Part	RFP Page	RFP Section	Section Title	Proposer Question
1.					
2.					
3.					
4.					
5.					

NOTE:

1. Proposer should only identify itself in the header space provided.
2. Questions from all Proposers will be aggregated for IAG Participating Members' Response.

2 Proposal Cover Sheet

E-ZPass Transponder (TDM & 6C) RFP

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

Failure to execute/sign offer prior to submittal shall render the Proposal invalid. Late offers are not acceptable.

Proposer:		
Street Address:		P.O. Box:
City/State/Zip:	Telephone:	Fax:
Print Name & Title of Person Signing:		Email:
Authorized Signature:		Date:

3 RFP Document Acknowledgement

E-ZPass Transponder (TDM & 6C) RFP

The proposer shall acknowledge receipt of each version of the RFP, and each addendum to this Request for Proposal, by completing this form and including same in the Technical Proposal.

RFP	Version	Date
E-ZPass Transponder (TDM & 6C) RFP	1.0	Feb 28, 2019

RFP Addenda	Version	Date

Failure to confirm receipt of documents may result in rejection of the Proposer's Proposal.

Dated _____, 2019 _____

Legal Name of Firm

By _____

Signature

Title

4 Proposer's Corporate Experience

E-ZPass Transponder (TDM & 6C) RFP

Please list experience as related to the requirements of this RFP, using projects that have been active in 2014 or later.

Please use one form per project.

Proposer:	
Project Name:	
Client Name:	
Client Person Responsible & Contact Details:	
Project Description:	
Transponders Provided: Type , Model, Description	
Manufacturing Facility Used	
Compatibility with IAG Requirements:	
Dates (From / To):	
Contract Amount:	

5 Proposer's Key Personnel and Experience

E-ZPass Transponder (TDM & 6C) RFP

Proposers shall use this form for Key Personnel Team member references. Each reference provided may be contacted. Please use one form per team member. Attach resumes if desired.

Proposer _____

Key Team Member _____ Years of Relevant Experience _____

Proposed Position _____

Relevant Experience

	PROJECT REFERENCE 1	PROJECT REFERENCE 2
Project Name:		
Project Description:		
Dates (From / To):		
Role on Project:		
Relevance to this project:		
Reference (Name & Contact Details):		

6 Technical Requirements Conformance Matrix (TDM)

E-ZPass Transponder (TDM & 6C) RFP

Note: The Conformance Matrix is attached separately.

E-ZPass Transponder (TDM & 6C)
Request for Proposals
TDM Transponder Conformance
Matrix

Solicitation Number 2019-IAGPA-0001

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1	TDM Transponders		
1.1	TDM Transponder Models		
101	<p>If a proposal includes TDM Transponders, it may include models a), b), c), d), and/or e) as listed below:</p> <ul style="list-style-type: none"> a) Interior, windshield-mounted, hard-case TDM Transponders; b) Interior, windshield-mounted, hard-case, feedback TDM Transponders; c) Interior, windshield-mounted, hard-case, switchable TDM Transponders; d) Exterior, license plate mounted, hard-case TDM Transponders; and e) Exterior, roof-mounted, hard-case TDM Transponders; <p>Notes:</p> <p>The license plate and roof-mounted Transponders (items d and e) may be the same physical device with different mounting components and a data parameter programmed unique to each model.</p> <p>IAG Participating Members use other types of TDM Transponders, but they are <u>not</u> required for this procurement.</p>		
1.1.1	Interior, Windshield Mounted, Hard Case TDM Transponders		
102	The Interior Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.		
103	The Interior Transponder shall be new, not refurbished.		
104	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.		

Requirement #	Requirement	Status (C – Conforming, N – Non-Conforming)	Comment (Required if "Non-Conforming" is selected, otherwise, optional)
105	Proposer shall provide the appropriate adhesive material and/or devices to allow the Interior Transponder to be affixed to the windshield of the vehicle in accordance with the Transponder manufacturer's mounting instructions. Note: One (1) set of mounting components shall be included with each Transponder. Additional sets of mounting components shall be available for purchase.		
106	The Interior Transponder shall be able to be detached from vehicle windshield and reattached back to the vehicle windshield without the use of any tools.		
107	The attachment method shall allow removal without risk of damage to the Interior Transponder or vehicle. Any strips, tabs, cups or other mounting device used to meet these Requirements shall be completely removable without damaging or marring the vehicle in any way.		
108	Interior Transponders shall be held stationary in their location by means sufficient to provide reliable attachment. The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.		
109	The attachment method shall ensure that the integrity of the mounting is maintained for the life of the Transponder under the full range of environmental conditions.		
110	The Interior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Interior Transponder upon installation or reinstallation.		
111	The Interior Transponder shall not require any additional external power supply in order to meet the Performance Requirements described in these Requirements.		
1.1.2	Interior, Windshield-Mounted, Hard-Case, Feedback TDM Transponders		
112	The Interior Feedback Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
113	The Interior Feedback Transponder shall meet all Requirements for Interior Transponders as set forth in Section 1.1.1 of these Requirements.		
114	The Interior Feedback Transponder shall include audible and visual feedback triggered by a toll transaction. The audible feedback shall be reasonably considered audible in a typical moving vehicle interior environment (road noise and audio system). The visual feedback shall be reasonably considered visible to the driver.		
1.1.3 Interior, Windshield-Mounted, Hard-Case, Switchable TDM Transponders			
115	The Interior Switchable Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case.		
116	The Interior Switchable Transponder shall meet all Requirements for Interior Transponders as set forth in Section 1.1.1 of these Requirements.		
117	The Interior Switchable Transponder shall include a switch that when toggled causes-allows the driver to select a the Transponder to switch between supported status indications.		
118	The switch shall be operable while the Transponder is attached to the windshield.		
119	The Interior Switchable Transponder shall support two statuses: low (typically single) occupancy vehicle and high occupancy vehicle (HOV). <u>Transponders providing capability for more than two statuses are acceptable. Functionality of such a transponder if a status unused by the IAG Participating Members is selected shall be confirmed with the IAG Participating Members.</u>		
120	The Interior Switchable Transponder shall display a visual indication of the present status setting, readable by the driver.		
121	The Interior Switchable Transponder shall emit a tone when its status is set to HOV. The tone shall be reasonably considered audible in a typical moving vehicle interior environment (road noise and audio system).		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.1.4	Exterior, License Plate or Roof Mounted, Hard-Case TDM Transponders		
122	The Exterior Transponder shall be a programmable RFID Transponder that is incorporated within a plastic case.		
123	The Exterior Transponder shall be new, not refurbished.		
124	The Exterior Transponder shall be for installation on surfaces outside of the passenger compartment of motor vehicles.		
125	The Exterior Transponder shall not require any additional external power supply in order to meet the Performance Requirements described in these Requirements.		
126	All components used in the Exterior Transponder shall be approved for safe use in consumer products. The Exterior Transponder shall not give off dangerous substances at any time including when damaged.		
127	a) Proposer shall describe the recommended exterior <i>license plate</i> attachment method. If mounting components in addition to the Transponder case are required, they shall <u>not</u> be included in the Transponder price, but shall be available for purchase separately. b) Proposer shall describe the recommended exterior <i>roof mount</i> attachment method. The mounting components shall <u>not</u> be included in the Transponder price, but shall be available for purchase separately.		
128	The Exterior Transponder shall withstand ice, snow, steam, dirt, mud, and any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.		
129	The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
130	The attachment methods shall allow for removal of the Transponder from the mounting attachment without risk of damage to the Exterior Transponder or vehicle.		
131	The Exterior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Exterior Transponder upon installation or reinstallation.		
1.2 Transponder Functional Requirements			
132	Transponders shall be fully compatible with E-ZPass systems (current and legacy readers).		
133	Transponders shall implement full Read/Write functionality.		
134	The Transponders shall meet the requirements set out in the document: "Rev_C_Active_TDM_Over_Air_Spec_for_Electronic_Toll_Communications.pdf" (available from Kapsch® TrafficCom IVHS Inc. via the E-ZPass Group website https://www.e-zpassiag.com/ Interoperability TDM Specifications). Specific requirements as to the contents for the Agency and Reader programmable memory areas will be made available to the successful bidder after notice to proceed.		
135	The Group ID allocated to IAG shall only be used for Transponders produced for IAG Participating Members. The Proposer shall certify that Transponders have not and will not be produced with different data formats that could be read and incorrectly identified as having an IAG Participating Member Group ID.		
1.3 Transponder Form Factor and Mounting			
1.3.1 Dimensions and Mounting			
136	Interior Transponders shall be as small as possible, such that they can be mounted to the windshield behind the rear view mirror.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
137	When properly mounted, Interior Transponders shall not obstruct the driver's field of vision.		
138	<p>If a different interior mounting location is proposed, Proposer shall clearly describe.</p> <p>Notes:</p> <ul style="list-style-type: none"> Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. Transponder shall be visible from outside the vehicle. 		
139	When properly mounted, Exterior Transponders shall not obscure the license plate numbering (numbers and letters) or issuing jurisdiction information.		
140	<p>Proposer shall clearly describe the desired exterior roof and license plate mounting locations.</p> <p>Notes:</p> <ul style="list-style-type: none"> Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. Exterior Transponders and mounting techniques shall be designed to discourage theft. To do so, exterior Transponders should be as inconspicuous as possible when installed on a motor vehicle. Transponders shall also be secure and not be easily removable from the vehicle without the use of common tools. 		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.3.2 Transponder Labeling and Color			
141	<p>Transponders shall be provided with an external label (printed in up to 4 colors) containing human readable data that shall be visible when mounted on or inside a vehicle. The data shall include but not be limited to:</p> <ul style="list-style-type: none"> • Issuing IAG Participating Member number; • IAG Participating Member designated graphics and data such as the IAG Participating Member logo; and • IAG Participating Member designated mailing address and contact telephone number. <p>Sample labeling is included in Part 3: Technical Requirements, Appendix A.</p>		
142	In addition to any other branding required by the IAG Participating Member, the Transponders shall bear the "E-ZPass" logo. The "E-ZPass" logo may be embossed in the Transponder case or printed on the label. If printed, the "E-ZPass" logo shall be colored in Pantone 259 Purple.		
143	In addition to human readable data, the external label shall also contain a barcode encoded with IAG Participating Member and other ID, such as an internal serial number, as designated by the IAG Participating Member.		
144	Final graphic design of labels for all Transponders procured pursuant to this Contract will be approved by the IAG Participating Member specific to each order.		
145	Proposer shall provide specifications and restrictions for pigments and labels to be used on Transponders to ensure that pigments or labels will not interfere with Transponder operation and will not be significantly impacted by temperature or UV degradation for the life of the Transponder.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
146	Interior Transponder cases (shells) shall be available in different colors for various application distinctions (e.g., passenger vehicle, truck, bus, non-revenue, commuter), with the mix of colors ordered at the discretion of the IAG Participating Member. The following colors shall be included in the range of options: white, blue, yellow, green, and orange. Exterior Transponder cases (shells) shall be black.		
147	Transponders shall not carry any visible manufacturer or vendor brand names.		
1.3.3	Transponder Battery		
148	Transponders shall <u>not</u> have a customer or IAG Participating Member-replaceable battery.		
1.4	Transponder Physical/Environmental		
1.4.1	Operating Environment		
149	Transponders shall be designed to operate without Performance degradation under worst case traffic conditions including the following: <ul style="list-style-type: none"> • Vehicles traveling up to 100 miles per hour; • Stop-and-go traffic with continuous intermittent acceleration and deceleration between 0 and 15 miles per hour; • Vehicles tailgating; • Different mixes of all vehicle types encountered on North American roads including but not limited to cars, trucks, tractor-trailers, recreation vehicles, motorcycles, buses, and delivery vans; • Vehicles arriving simultaneously at the Transponder Capture Zone; • Vehicles changing and/or straddling lanes; and • Vehicles travelling through a toll plaza lane with overhead metal canopy, metal toll booths, lane separation and support structures. 		

Requirement #	Requirement	Status (C – Conforming, N – Non-Conforming)	Comment (Required if "Non-Conforming" is selected, otherwise, optional)
150	<p>Transponders shall be designed to operate without performance degradation under worst case environmental conditions that may be encountered in North America including but not limited to:</p> <ul style="list-style-type: none"> • Interior Transponder Operating Temperatures ranging from -40° F to +185° F; • Exterior Transponder Operating Temperatures ranging from -40° F to +150° F; • Storage Temperatures ranging from -40° F to +150° F; • Rain: 1/4 inch of rain per minute; • Fog: 10 feet visibility; • Relative Humidity: 0% - 100%; • Ice: 1/4-inch thickness between the Transponder and the Antenna; • All forms of driving precipitation (sleet, hail, blizzard, etc.); and • Direct sunlight. 		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.4.2	Electromagnetic Interference		
151	<p>Transponders shall be resistant to electromagnetic interference or noise, electrical interference, and mechanical interference that may typically be found in a tolling environment from sources such as, but not limited to:</p> <ul style="list-style-type: none"> • Wireless data and voice Services; • Satellite radio signals; • GPS devices; • Vehicle electronics; • Ignition systems; • Electrical appliances; • Lightning (except for direct hits); • Power tools; • Power lines; • Power transformers; • Mobile and portable communications radios; • Video Enforcement and Automatic Vehicle Classification Equipment, including inductive loops and lasers; • Toll plaza infrastructure such as overhead metal canopy, metal toll booths, lane separation and support structures; • Security systems; • Lighting; • Speed radar sources and detectors; • Air conditioning units; • Windshield wipers; • Detuned engines; • Defrosters; and • Anything else that would reasonably be found in a tolling environment. 		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.4.3	Other		
152	Transponders shall not have their performance affected by the nearby presence of common objects such as beverage cans, cell phones, sunglasses, cigarette packs, etc., by other electronic devices that may be integrated with or placed in the vehicle, e.g. commercial vehicle RF transponders.		
153	Transponders shall be designed to prevent penetration of fluids, dust, etc., including automotive fluids, salt spray, and fuels, whether through the design of the Transponder case or the mounting of the Transponder. They shall be designed such that external conditions as listed above do not affect performance.		
154	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.		
155	Transponders shall be droppable from 4 feet onto concrete in any orientation and continue to function without degradation in performance and accuracy. The Transponder case shall not open as the result of being dropped.		
156	Transponders shall withstand thermal shocks and gradients associated with dashboard or window mounting and temperature gradients of up to 20° F per minute.		
157	Transponders shall operate as specified while undergoing the recommended shock and vibration of SAE J1211 for the proposed mounting location.		
158	Transponders shall withstand any damage or corruption of data when subjected to an electrostatic discharge of up to at least 50,000 volts or any greater levels <u>15,000 Volts (air discharge) or 8,000 Volts (contact discharge)</u> attributable to normal handling by an IAG Participating Member or its customers.		
159	Proposer shall describe the limits of flexing, bending, or any other physical manipulation of the Transponder without any effect on Transponder performance and accuracy.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.5	Transponder Performance Requirements		
1.5.1	Read/Write Performance		
160	Transponders properly mounted on vehicles passing through a Toll Zone shall be detected and read accurately at least 99.9% of the time, or no more than one (1) missed read or incorrect detect in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.		
161	Transponders properly mounted on vehicles passing through a Toll Zone configured to write to TDM Transponders, shall be successfully and accurately written to with an accuracy of 99.8%, or no more than two (2) missed or incorrect writes in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.		
162	Proposer shall define vehicle types for which these performance thresholds may not be achieved, regardless of Transponder model and/or mounting location.		
1.6	Transponder Warranty		
163	Vendor shall provide replacement Transponders (or at IAG Participating Member option, a credit at the price currently in effect for new purchase) for any Transponder not functioning for any reason for ten (10) years (except that for the <u>feedback Transponder and the</u> switchable Transponder the period shall be 7.5 years), with the ten (10) years (or 7.5 years in the case of the <u>feedback Transponder and the</u> switchable Transponder) beginning the date the Transponder is delivered to the IAG Participating Member's designated delivery location. The warranty period for the replacement Transponder shall be for the time remaining in the ten (10) year (or 7.5 year for <u>feedback Transponder and the</u> switchable Transponder) warranty period for the replaced defective Transponder. Refer to Part 5: Terms and Conditions, Article 1.8 Warranties.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
164	In addition, the switchable Transponder shall be warranted for a minimum of 5,200 switch transitions.		
165	Transponder life expectancy shall be at least equivalent to the warranty period.		
166	Transponder battery life shall be at least equivalent to the warranty period.		
1.7	Transponder Security		
167	The Proposer shall describe measures implemented to protect the Transponder from being tampered with, read by unauthorized readers, cloned, or otherwise "spoofed".		
168	The IAG Participating Members prefer that any compromised Transponder be rendered inactive or that a coded signal be created that would identify a tampered Transponder to RSE.		
169	Proposers shall describe all known incidents of successful or unsuccessful counterfeiting of their Transponders, including a description of the measures taken as a result. The Vendor shall have an ongoing obligation to provide Notice to the Participating Operators of any known incidents of counterfeiting during the term of this Agreement.		
1.8	Equipment Certification		
1.8.1	IAG Equipment Certification		
170	Transponders shall be formally approved in writing by the IAG before being placed into service.		
171	If any of the proposed Transponders have not previously been approved for use by IAG, Proposer shall complete Validation Testing per Part 3: Technical Requirements, Section 5 Validation Testing.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
172	Provide battery certification and/or test results to justify Proposer claims regarding battery life. If not available at time of Proposal submittal, Proposer to furnish the battery certification and/or test results within two (2) weeks of Proposal submittal.		
1.8.2	Other Compliance Requests		
173	The proposed Transponders shall comply with applicable federal, province, state and local licensing and regulations for the technology in question.		
174	The Transponders shall utilize such FCC allocated radio frequencies as appropriate for this application.		
175	Transponders shall comply with FCC's Part 15 requirements.		
176	Transponders shall meet or exceed all applicable safety and environmental requirements.		
177	Proposer shall confirm that it has the right to manufacture and deliver the proposed Transponders and support devices. IAG Participating Members have no liability for Intellectual Property or copyright claims related to the proposed Transponders or support devices. Refer to Part 5: Terms & Conditions, Article 1.26 Intellectual Property.		
1.9	Transponder Orders, Retail Packaging, and Delivery		
1.9.1	Notes regarding Transponder Orders		
1.9.2	Retail Transponder Packaging		
178	Retail Packaging consists of a sealed, RF shielded pouch/bag which prevents Transponders from being read.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
179	<p>The bag will typically contain:</p> <ul style="list-style-type: none"> • A single interior non-switchable or switchable Transponder. • A corresponding Transponder ID validation code label. This label shall be produced and affixed to the reverse side of the Transponder. The Transponder ID validation code shall be a separate check code, different from the Transponder number that is entered by the customer or the CSR when registering to ensure that the correct Transponder number is entered. IAG Participating Members will provide the logic to be used for creation of the Transponder ID validation code when a contract is awarded. • Mounting accessories. • Printed documentation, e.g. terms & conditions. • Instructions for Transponder mounting/installation document. • Instructions for Transponder registration document. 		
180	<p>The exterior labeling on the bag will typically include:</p> <ul style="list-style-type: none"> • E-ZPass and IAG Participating Member logos. • Other graphics / text as defined by the IAG Participating Member. • The Transponder manufacturing date. • A window positioned so that the Transponder identification is visible <u>or</u> printed Transponder identification. • An approved UPC code. 		
1.9.3	Transponder Delivery		
181	Transponders shall comply with any and all current U.S. and international safety standards to permit unrestricted shipment by mail and commercial carriers with appropriate documentation and in the recommended packaging.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
182	Vendor shall ship Transponders (with or without retail packaging) in boxes with dividers and placeholders.		
183	If mounting components are to be included with the Transponders, they shall be included in the shipping box with the Transponders.		
184	The shipping boxes shall have RF shielding to prevent reading of the enclosed Transponders.		
185	Each box of Transponders shall contain Transponders with consecutive serial numbers starting at a value determined jointly by the IAG Participating Member and the Vendor.		
186	Each box of Transponders shall have a barcode marked packing slip and exterior identification with the beginning and ending serial numbers for inventory tracking.		
187	Vendor shall provide a spreadsheet of boxes and serial number ranges along with each shipment of Transponders.		
188	Vendor shall coordinate with the IAG Participating Member's designated CSC Contractor to develop the exact content and format of the spreadsheet.		
189	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days) from order date. Note: This will not apply to delivery of first order for each model of Transponder due to the requirement for Factory Testing (Part 3: Technical Requirements, Section 1.10 Transponder Factory Testing).		
190	If Vendor fails to deliver Transponders in accordance within the time stated above, the Vendor shall pay as liquidated damages one percent (1%) of the retail value of Transponders overdue for each day (Limit 100% of the retail value of Transponders overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.		
191	Delivery shall occur at the IAG Participating Member's specified location during business hours.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
192	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if the requested delivery is possible. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
1.10	Transponder Factory Testing		
193	Vendor shall conduct First Article Factory Testing on Transponders from the production environment prior to delivery of the first order for each model of TDM Transponder proposed. First Article Factory Testing shall demonstrate that production Transponders are physically and operationally consistent with the Transponders submitted for Validation Testing and these Technical Requirements. Vendor shall submit its First Article Factory Testing plan for approval by IAG Participating Members prior to conducting the test. Proposer shall provide a description of its First Article Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.		
194	Proposer shall provide a description of its ongoing Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.		
195	Vendor shall notify IAG Participating Members of any changes to the originally proposed Transponders during the Contract Term. IAG Participating Members may request that the new or revised product undergo Validation Testing and/or First Article Factory Testing.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
1.11	Transponder Delivery Testing		
196	For each Transponder order placed, a sample (either partial or full) of Transponders may be lab tested (at the IAG Participating Members' expense) to ensure that they remain operationally consistent with previously delivered Transponders and to ensure the Transponder programming is correct. Any batches failing testing shall be replaced at Vendor's expense at IAG Participating Member's sole discretion. A batch is considered as failed if there are more than one (1) Transponder error per two hundred (200) tested (0.5%). IAG Participating Members will provide the supporting test documentation.		
1.12	Transponder Disposal		
197	If there are environmental restrictions on disposal of any type of supplied Transponder, Vendor shall document the proper disposal procedures and the reason for the restrictions.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
2	TDM Transponder Support Devices and Services		
2.1	Support Devices - Handheld Reader		
201	Vendor shall provide a Handheld Reader that will be compatible with the provided Transponders.		
202	The Handheld Reader shall be of ergonomic design and powered by a rechargeable battery.		
203	The Handheld Reader shall be able to be carried, moved and operated by one person.		
204	The Handheld Reader shall be able to read all compatible Transponders.		
205	The Handheld Reader shall be equipped with a display which displays data for each Transponder read, including but not limited to: <ul style="list-style-type: none"> • Date & Time of Transponder read; • Transponder ID; • Transponder encoded vehicle class; • Previous Toll Zone and read/write date/time as written to the Transponder; and • Position of HOV self-declaration switch as written to the Transponder at previous Toll Zone (if applicable). 		
206	The Handheld Reader shall support an external interface allowing it to exchange all Transponder data with a desktop or laptop workstation (supplied by others).		
207	The handheld reader shall buffer (store) each Transponder read until uploaded to a computer or manually deleted by the handheld reader user.		
208	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Handheld Reader.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
209	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as they pertain to the Handheld Reader: <ul style="list-style-type: none"> • Updates to the Handheld Reader firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
210	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.		
211	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		
212	The microwave energy radiated from the Handheld Reader shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		
213	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
214	If Vendor fails to deliver Handheld Readers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Handheld Readers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.		
215	Delivery shall occur at the IAG Participating Member's specified location during business hours.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
216	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
2.2 Support Devices – Transponder Programmer			
217	Vendor shall provide a Transponder Programmer that will be compatible with the Transponders.		
218	The Transponder Programmer shall allow programming of all agency read-only data fields in the Transponders.		
219	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Transponder Programmer.		
220	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Programmer: <ul style="list-style-type: none"> • Updates to the Transponder Programmer firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
221	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.		
222	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
223	The microwave energy radiated from the Transponder Programmer shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		
224	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
225	If Vendor fails to deliver Transponder Programmers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Programmers overdue for each day (Limit 100% of the retail value of Transponder Programmers overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.		
226	Delivery shall occur at the IAG Participating Member's specified location during business hours.		
227	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
2.3	Support Devices – Transponder Tester		
228	The Transponder Tester shall be used by personnel in a field environment such as a toll plaza or an office environment such as a customer service center.		
229	The Proposer shall provide the size and weight of the Transponder Tester.		
230	Transponder Tester(s) shall be available for all proposed TDM Transponder models. It is preferable that all TDM Transponder models be accommodated by a single Transponder Tester.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
231	<p>The user interface should provide output for measurements as appropriate to the technology being offered, such as:</p> <ul style="list-style-type: none"> • The Transponder Tester successfully tested the functionality of all Transponder data fields; • The bit error rate; • The power output of the Transponder; • The sensitivity of the Transponder to the trigger signal; and • Load test the Transponder. <p>The output for the Transponder functionality test may be an audible indication, LED, or any other method to indicate whether the Transponder passed or failed. The output for bit error rate can be a simple LCD display. The output for the power and sensitivity tests should include a display of approximate power output or sensitivity level and a display of the power output and sensitivity in dBm.</p> <p>If Vendor requires that printed documentation accompany Transponder returns (RMA), then Tester shall include printer interface capability.</p>		
232	<p>The Transponder Tester shall consider a Transponder to have failed if any data field returns invalid data. With regard to power output or sensitivity measures, the Transponder Tester shall fail Transponders that would not meet accuracy requirements when properly mounted and presented.</p> <p>The Proposer shall describe the measurement levels that would result in the Transponder failing and the reasons for the selection of those measurement levels.</p> <p>The Proposer shall describe the positioning of the Transponder relative to the Transponder Tester such that the Transponder Tester result is valid.</p>		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
233	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Tester:</p> <ul style="list-style-type: none"> • Updates to the Transponder Tester firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
234	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 2.5 Documentation.		
235	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		
236	The microwave energy radiated from the Transponder Tester shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		
237	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
238	<p>If Vendor fails to deliver Transponder Testers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Testers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms and Conditions, Article 1.4.1 Liquidated Damages</p>		
239	Delivery shall occur at the IAG Participating Member's specified location during business hours.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
240	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
2.4	Support Devices – Warranty & Maintenance		
241	The Warranty period for Support Devices shall be three (3) years commencing on the date such Devices were delivered to the IAG Participating Member's designated delivery location.		
242	Vendor shall provide on-call remote and on-site Maintenance Support Services and other technical support for delivered Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period.		
243	Vendor shall repair or replace failed Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period within five (5) Business Days of the Vendor's receipt of Equipment requiring warranty work.		
244	If Vendor fails to repair or replace Support Devices in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of the Support Devices in question for each day that the remedy is not performed to the satisfaction of the IAG Participating Member. (Limit 200% of the retail value of the Support Devices in question). Refer to Part 5: Terms and Conditions, Article 1.4.1 Liquidated Damages		
2.5	Documentation		
2.5.1	End User Instructions		
245	Vendor shall provide instructions suitable for use by end users which document the means of attachment and mounting devices used by all supplied Transponder models.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
246	Vendor shall provide a list of vehicle features, such as metallic coated windshields or rear-view mirrors with displays that may interfere with Interior Transponders.		
247	Vendor shall provide a list of vehicle makes and models equipped with features which may interfere with Interior Transponders. Where applicable, Vendor shall indicate alternate mounting locations or other special instructions which would prevent the interference in particular vehicle types.		
248	Vendor shall update the lists of vehicle features that may interfere with Interior Transponders, and the vehicle makes and models equipped with such features, on an annual basis.		
2.5.2 Equipment Documentation			
249	Vendor shall provide instructions and Documentation regarding the storage, transport, issue, and disposal of all Transponder models as applicable.		
250	Vendor shall provide Cut Sheets, Operating Instructions, Installation Instructions, and Maintenance Instructions as applicable for the Handheld Reader, Transponder Programmer, and Transponder Tester.		
2.5.3 Regulatory Compliance			
251	Vendor shall provide documentation stating that all provided Equipment and Transponder models are in compliance with appropriate regulations and standards.		

Requirement #	Requirement	Status (C – Conforming, N – Non-Conforming)	Comment (Required if "Non-Conforming" is selected, otherwise, optional)
2.6	Contract Management		
252	<p>During the Contract Term, Vendor shall provide the IAG Technology Manager with a monthly status report, broken out by IAG Participating Member, including as a minimum:</p> <ul style="list-style-type: none"> • Orders received; • Deliveries made; • Current backlog; • Schedule for delivery of backlog; and • Returns (RMA) – quantity and reason. 		

Any requirements with non-conformance shall be summarized in the table below:

Section #	Requirement #	Explanation of Non-Conformance

7 Technical Requirements Conformance Matrix (6C)

E-ZPass Transponder (TDM & 6C) RFP

Note: The Conformance Matrix is attached separately.

E-ZPass Transponder (TDM & 6C)
Request for Proposals
6C Transponder Conformance Matrix

Solicitation Number 2019-IAGPA-0001

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3	6C Transponders		
3.1	6C Transponder Models		
301	If a proposal includes 6C Transponders, it may include models a), b), c), and/or d) as listed below: a) Interior, windshield-mounted, sticker 6C Transponders; b) Interior, windshield-mounted, switchable, hard-case 6C Transponders; c) Exterior motorcycle headlamp sticker 6C Transponders; and d) External truck headlamp sticker 6C Transponders;		
3.1.1	Interior, Windshield-Mounted, Sticker 6C Transponders		
302	Interior Transponders shall be programmable, sticker Transponders that are powered by radio frequency energy and shall not require a battery.		
303	The Interior Transponder shall be a flexible self-adhesive sticker.		
304	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.		
305	The Interior Transponder shall be designed such that once it is mounted to the windshield, any attempt to remove the Interior Transponder from its mounting location will result in it becoming permanently unusable.		
306	The Interior Transponder shall be designed in such a manner that attachment and removal will not cause damage to the surface to which it is attached.		
307	The Interior Transponder shall be marked in a manner that incorrectly orienting the Transponder upon installation is unlikely.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.1.2 Interior, Windshield-Mounted, Switchable, Hard-Case 6C Transponders			
308	The Interior Switchable Hard-Case 6C Transponder shall be a programmable, windshield mounted RFID Transponder that is incorporated within a plastic case. It shall not require a battery.		
309	Transponders shall be new, not refurbished.		
310	All components used in the Interior Transponder shall be approved for safe use in consumer products. The Interior Transponder shall not give off dangerous substances at any time including when damaged.		
311	The Interior Switchable Hard-Case 6C Transponder shall include a switch that when toggled causes the Transponder to switch between <u>allows the driver to select a</u> supported status indications.		
312	The switch shall be operable while the Transponder is attached to the windshield.		
313	The Interior Switchable Transponder shall support two statuses: low (typically single) occupancy vehicle and high occupancy vehicle (HOV). <u>Transponders providing capability for more than two statuses are acceptable. Functionality of such a transponder if a status unused by the IAG Participating Members is selected shall be confirmed with the IAG Participating Members.</u>		
314	The Interior Switchable Transponder shall display a visual indication of the present status setting, readable by the driver.		
315	Proposer shall provide the appropriate adhesive material and/or devices to allow the Interior Transponder to be affixed to the windshield of the vehicle in accordance with the Transponder manufacturer's mounting instructions. Note: One (1) set of mounting components shall be included with each Transponder. Additional sets of mounting components shall be available for purchase.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
316	The Interior Switchable Hard-Case 6C Transponder shall be able to be detached from vehicle windshield and reattached back to the vehicle windshield without the use of any tools.		
317	The attachment method shall allow removal without risk of damage to the Interior hard-case 6C Transponder or vehicle. Any strips, tabs, cups or other mounting device used to meet these Requirements shall be completely removable without damaging or marring the vehicle in any way.		
318	Interior hard-case 6C Transponders shall be held stationary in their location by means sufficient to provide reliable attachment. The attachment methods shall be sufficient to prevent inadvertent displacement or projectile motion in case of rough road surfaces or accident.		
319	The attachment method shall ensure that the integrity of the mounting is maintained for the life of the Transponder under the full range of environmental conditions.		
320	The Interior hard-case 6C Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Interior Transponder upon installation or reinstallation.		
3.1.3 Exterior Motorcycle Headlamp or Truck Headlamp Sticker 6C Transponders			
321	Exterior Transponders shall be programmable, sticker Transponders that are powered by radio wave and shall not require a battery.		
322	The Exterior Transponder shall be packaged as a flexible self-adhesive sticker.		
323	The Exterior Transponders shall be for installation on surfaces outside of the passenger compartment of motor vehicles.		
324	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.		

Requirement #	Requirement	Status (C – Conforming, N – Non-Conforming)	Comment (Required if "Non-Conforming" is selected, otherwise, optional)
325	All components used in the Exterior Transponder shall be approved for safe use in consumer products. The Exterior Transponder shall not give off dangerous substances at any time including when damaged.		
326	The Exterior sticker Transponder shall be designed such that once it is attached to the vehicle, any attempt to remove the Transponder from its mounting location will result in it becoming permanently unusable.		
327	The Exterior Transponder shall be designed in such a manner that attachment and removal will not cause damage to the surface to which it is attached.		
328	The Exterior Transponder shall be marked in such a manner as to render unlikely incorrect orientation of the Exterior Transponder upon installation or reinstallation.		
3.2 Transponder Functional Requirements			
329	Transponders <u>that support the TDM protocol</u> shall be fully compatible with E-ZPass systems (current and legacy readers).		
330	Transponders shall be compliant with most recent 6C Toll Operators Coalition (6C TOC) AVI Transponder Programming Standard at the time of Contract Award (available via download link found at http://6c-toc.com/ , "6C TOC AVI Standard Version 3.1 Revision 1" at the time this RFP was prepared); Specific requirements as to the contents for the Agency and Reader programmable memory areas will be made available to the successful bidder after notice to proceed.		
331	At IAG Participating Members' discretion and at no additional cost to IAG Participating Members, Vendor shall provide Transponders that are compliant with newer versions of the 6C TOC AVI Transponder Programming Standard over the life of the Contract.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.3	Transponder Form Factor and Mounting		
3.3.1	Dimensions and Mounting		
332	Interior Transponders shall be as small as possible, such that they can be mounted to the windshield behind the rear view mirror.		
333	When properly mounted, Interior Transponders shall not obstruct the driver's field of vision.		
334	<p>If a different interior mounting location is proposed, Proposer shall clearly describe.</p> <p>Notes:</p> <ul style="list-style-type: none"> • Mounting location shall not violate any state or province DMV regulations and shall not conflict with vehicle registration or inspection decals which are typically on the lower left or right corner of the windshield. • Transponder shall be visible from outside the vehicle. 		
3.3.2	Transponder Labeling		
335	<p>Transponders may be printed (in up to 4 colors) with human readable data that shall be visible when mounted on or inside a vehicle. The data may include but not be limited to:</p> <ul style="list-style-type: none"> • Issuing IAG Participating Member number; • "E-ZPass" logo colored in Pantone 259 Purple; • IAG Participating Member designated graphics and data such as the IAG Participating Member logo; and • IAG Participating Member designated mailing address and contact telephone number. <p>Sample labeling is included in Part 3: Technical Requirements, Appendix A.</p>		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
336	In addition to human readable data, the label shall also contain a barcode encoded with IAG Participating Member and other ID, such as an internal serial number, as designated by the IAG Participating Member.		
337	Transponders shall not carry any visible manufacturer or vendor brand names.		
338	Final graphic design of all Transponders procured pursuant to this Contract will be approved by the IAG Participating Member specific to each order.		
339	Proposer shall provide specifications and restrictions for pigments and labels to be used on Transponders to ensure that pigments or labels will not interfere with Transponder operation and will not be significantly impacted by temperature or UV degradation for the life of the Transponder.		
3.4	Transponder Physical/Environmental		
3.4.1	Operating Environment		
340	<p>Transponders shall be designed to operate without Performance degradation under worst case traffic conditions including the following:</p> <ul style="list-style-type: none"> • Vehicles traveling up to 100 miles per hour; • Stop-and-go traffic with continuous intermittent acceleration and deceleration between 0 and 15 miles per hour; • Vehicles tailgating; • Different mixes of all vehicle types encountered on North American roads including but not limited to cars, trucks, tractor-trailers, recreation vehicles, motorcycles, buses, and delivery vans; • Vehicles arriving simultaneously at the Transponder Capture Zone; and • Vehicles changing and/or straddling lanes. 		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
341	<p>Transponders shall be designed to operate without performance degradation under worst case environmental conditions that may be encountered in North America including but not limited to:</p> <ul style="list-style-type: none"> • Interior Transponder Operating Temperatures ranging from -40° F to +185° F; • Exterior Transponder Operating Temperatures ranging from -40° F to +150° F; • Storage Temperatures ranging from -40° F to +150° F; • Rain: 1/4 inch of rain per minute; • Fog: 10 feet visibility; • Relative Humidity: 0% - 100%; • Ice: 1/4-inch thickness between the Transponder and the Antenna; • All forms of driving precipitation (sleet, hail, blizzard, etc.); and • Direct sunlight. 		
342	<p>Transponders will be exposed to direct sunlight, which has been known to cause issues with some Transponders failing to respond to AVI Reader requests and / or providing incorrect reads in some cases. Sunlight screening shall be built into both the Interior and Exterior Transponders to ensure they perform as well under conditions of direct sunlight as in overcast conditions.</p>		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.4.2 Electromagnetic Interference			
343	<p>Transponders shall be resistant to electromagnetic interference or noise, electrical interference, and mechanical interference that may typically be found in an ORT environment from sources such as, but not limited to:</p> <ul style="list-style-type: none"> • Wireless data and voice Services; • Satellite radio signals; • GPS devices; • Vehicle electronics; • Ignition systems; • Electrical appliances; • Lightning (except for direct hits); • Power tools; • Power lines; • Power transformers; • Mobile and portable communications radios; • Video Enforcement and Automatic Vehicle Classification Equipment, including inductive loops and lasers; • Toll plaza infrastructure such as overhead metal canopy, metal toll booths, lane separation and support structures; • Security systems; • Lighting; • Speed radar sources and detectors; • Air conditioning units; • Windshield wipers; • Detuned engines; • Defrosters; and • Anything else that would reasonably be found in an ORT environment. 		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.4.3	Other		
344	Transponders shall not have their performance affected by the nearby presence of common objects such as beverage cans, cell phones, sunglasses, cigarette packs, etc., by other electronic devices that may be integrated with or placed in the vehicle, e.g. commercial vehicle RF Transponders.		
345	Transponders shall be designed to prevent penetration of fluids, dust, etc., including automotive fluids, salt spray, and fuels, whether through the design of the Transponder case or the mounting of the Transponder. They shall be designed such that external conditions as listed above do not affect performance.		
346	Exterior Transponders shall withstand ice, snow, steam, dirt, mud, any solutions used in the lanes, as well as stones and other projectiles such as sand particles and gravel.		
347	Transponders shall be droppable from 4 feet onto concrete in any orientation and continue to function without degradation in performance and accuracy. The Transponder case shall not open as the result of being dropped		
348	Transponders shall withstand thermal shocks and gradients associated with dashboard or window mounting and temperature gradients of up to 20° F per minute.		
349	Transponders shall operate as specified while undergoing the recommended shock and vibration of SAE J1211 for the proposed mounting location.		
350	Transponders shall withstand any damage or corruption of data when subjected to an electrostatic discharge of up to at least 50,000 volts or any greater levels <u>15,000 Volts (air discharge) or 8,000 Volts (contact discharge)</u> attributable to normal handling by an IAG Participating Member or its customers.		
351	Proposer shall describe the limits of flexing, bending, or any other physical manipulation of the Transponder without any effect on Transponder performance and accuracy.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.5	Transponder Performance Requirements		
3.5.1	Read/Write Performance		
352	Transponders properly mounted on vehicles passing through a Toll Zone shall be detected and read accurately at least 99.9% of the time, or no more than one (1) missed read or incorrect detect in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.		
353	Transponders properly mounted on vehicles passing through a Toll Zone configured to write to 6C Transponders, shall be successfully and accurately written to with an accuracy of 99.8%, or no more than two (2) missed or incorrect writes in one thousand (1,000) Transponder equipped vehicle passages. Transponders determined to be damaged or defective will be excluded from this performance requirement.		
354	Proposer shall define vehicle types for which these performance thresholds may not be achieved, regardless of Transponder type and/or mounting location.		
3.6	Transponder Warranty		
355	Vendor shall provide replacement Transponders (or at IAG Participating Member option, a credit at the price currently in effect for new purchase) for any Transponder not functioning for any reason for ten (10) years (except that for the switchable Transponder the period shall be 7.5 years), with the ten (10) years (or 7.5 years in the case of the switchable Transponder) beginning the date the Transponder is delivered to the IAG Participating Member's designated delivery location. The warranty period for the replacement Transponder shall be for the time remaining in the ten (10) year (or 7.5 year for switchable Transponder) warranty period for the replaced defective Transponder. Refer to Part 5: Terms & Conditions, Article 1.8 Warranties.		
356	In addition, the switchable Transponder shall be warranted for a minimum of 5,200 switch transitions.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
357	Transponder life expectancy shall be at least equivalent to the warranty period.		
3.7 Transponder Security			
358	The Proposer shall describe measures implemented to protect the Transponder from being tampered with, read by unauthorized readers, cloned, or otherwise "spoofed".		
359	The IAG Participating Members prefer that any compromised Transponder be rendered inactive or that a coded signal be created that would identify a tampered Transponder to RSE.		
360	Proposers shall describe all known incidents of successful or unsuccessful counterfeiting of their Transponders, including a description of the measures taken as a result. The Vendor shall have an ongoing obligation to provide Notice to the Participating Operators of any known incidents of counterfeiting during the term of this Agreement.		
3.8 Equipment Certification			
361	6C Transponders shall be certified by OmniAir Certification Services (OCS) for 6C Interoperability.		
362	If the Transponder has not previously been certified by OmniAir Certification Services (OCS) for 6C Interoperability, Contractor shall undertake interoperable technology testing and obtain Certification by OCS within 90 Days of first Contract award.		
3.8.1 IAG Equipment Certification			
363	Transponders shall be formally approved in writing by the IAG before being placed into service.		
364	If any of the proposed Transponders have not previously been approved for use by IAG, Proposer shall complete Validation Testing per Part 3: Technical Requirements, Section 5 Validation Testing.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
3.8.2 Other Compliance Requirements			
365	The proposed Transponders shall comply with applicable federal, province, state and local licensing and regulations for the technology in question.		
366	The Transponders shall utilize such FCC allocated radio frequencies as appropriate for this application.		
367	Transponders shall comply with FCC's Part 15 requirements.		
368	Transponders shall meet or exceed all applicable safety and environmental requirements.		
369	Proposer shall confirm that it has the right to manufacture and deliver the proposed Transponders and support devices. IAG Participating Members have no liability for Intellectual Property or copyright claims related to the proposed Transponders or support devices. Refer to Part 5: Terms & Conditions, Article 1.26 Intellectual Property.		
3.9 Transponder Orders, Retail Packaging, and Delivery			
3.9.1 Notes Regarding Transponder Orders			
3.9.2 Retail Transponder Packaging			
370	Retail Packaging consists of a sealed, RF shielded pouch/bag which prevents Transponders from being read.		

Requirement #	Requirement	Status (C – Conforming, N – Non-Conforming)	Comment (Required if "Non-Conforming" is selected, otherwise, optional)
371	<p>The bag shall contain:</p> <ul style="list-style-type: none"> • A single interior non-switchable or switchable Transponder. • A corresponding Transponder ID validation code label. This label shall be produced and affixed to the reverse side of the Transponder. The Transponder ID validation code shall be a separate check code, different from the Transponder number that is entered by the customer or the CSR when registering to ensure that the correct Transponder number is entered. IAG Participating Members will provide the logic to be used for creation of the Transponder ID validation code when a contract is awarded. • Mounting accessories (if applicable). • Printed documentation, e.g. terms & conditions. • Instructions for Transponder mounting/installation document. • Instructions for Transponder registration document. 		
372	<p>The exterior labeling on the bag shall include:</p> <ul style="list-style-type: none"> • E-ZPass and IAG Participating Member logos. • Other graphics / text as defined by the IAG Participating Member. • The Transponder manufacturing date. • A window positioned so that the Transponder identification is visible or printed Transponder identification. • An approved UPC code. 		
3.9.3	Transponder Delivery		
373	Transponders shall comply with any and all current U.S. and international safety standards to permit unrestricted shipment by mail and commercial carriers with appropriate documentation and in the recommended packaging.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
374	Vendor shall ship hard-case Transponders (with or without retail packaging) in boxes with dividers and placeholders. Sticker Transponders in rolls shall be shipped in boxes with suitable packing material. Sticker Transponders in retail packaging shall be shipped in boxes with dividers and placeholders as appropriate.		
375	If mounting components are to be included with the hard-case Transponders, they shall be included in the shipping box with the Transponders.		
376	The shipping boxes shall have RF shielding to prevent reading of the enclosed Transponders.		
377	Each box of Transponders shall contain Transponders with consecutive serial numbers starting at a value determined jointly by the IAG Participating Member and the Vendor.		
378	Each box of Transponders shall have a barcode marked packing slip and exterior identification with the beginning and ending serial numbers for inventory tracking.		
379	Vendor shall provide a spreadsheet of boxes and serial number ranges along with each shipment of Transponders.		
380	Vendor shall coordinate with the IAG Participating Member's designated CSC Contractor to develop the exact content and format of the spreadsheet.		
381	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days) from order date. Note: This will not apply to delivery of first order for each model of Transponder due to the requirement for Factory Testing (Part 3: Technical Requirements, Section 3.10 Transponder Factory Testing).		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
382	If Vendor fails to deliver Transponders in accordance within the time stated above, the Vendor shall pay as liquidated damages one percent (1%) of the retail value of Transponders overdue for each day (Limit 100% of the retail value of Transponders overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages		
383	Delivery shall occur at the IAG Participating Member's specified location during business hours.		
384	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if the requested delivery is possible. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
3.10	Transponder Factory Testing		
385	Vendor shall conduct First Article Factory Testing on Transponders from the production environment prior to delivery of the first order for each model of 6C Transponder proposed. First Article Factory Testing shall demonstrate that production Transponders are physically and operationally consistent with the Transponders submitted for Validation Testing and these Technical Requirements. Vendor shall submit its First Article Factory Testing plan for approval by IAG Participating Members prior to conducting the test. Proposer shall provide a description of its First Article Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.		
386	Proposer shall provide a description of its ongoing Factory Testing process for Transponders, and a copy of a typical factory testing certification statement that would be provided.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
387	Vendor shall notify IAG Participating Members of any changes to the originally proposed Transponders during the Contract Term. IAG Participating Members may request that the new or revised product undergo Validation Testing and/or First Article Factory Testing.		
3.11	Transponder Delivery Testing		
388	For each Transponder order placed, a sample (either partial or full) of Transponders may be lab tested (at the IAG Participating Members' expense) to ensure that they remain operationally consistent with previously delivered Transponders and to ensure the Transponder programming is correct. Any batches failing testing shall be replaced at Vendor's expense at IAG Participating Member's sole discretion. A batch is considered as failed if there are more than one (1) Transponder error per two hundred (200) tested (0.5%). IAG Participating Members will provide the supporting test documentation.		
3.12	Transponder Disposal		
389	If there are environmental restrictions on disposal of any type of supplied Transponder, Vendor shall document the proper disposal procedures and the reason for the restrictions.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
4	6C Transponder Support Devices and Services		
4.1	Support Devices - Handheld Reader		
401	Vendor shall provide a Handheld Reader that will be compatible with the provided Transponders.		
402	The Handheld Reader shall be of ergonomic design and powered by a rechargeable battery.		
403	The Handheld Reader shall be able to be carried, moved and operated by one person.		
404	The Handheld Reader shall be able to read all compatible Transponders.		
405	<p>The Handheld Reader shall be equipped with a display which displays data for each Transponder read, including but not limited to:</p> <ul style="list-style-type: none"> • Date & Time of Transponder read; • Transponder ID; • Transponder encoded vehicle class; • Previous Toll Zone and read/write date/time as written to the Transponder; and • Position of HOV self-declaration switch as written to the Transponder at previous Toll Zone (if applicable). 		
406	The Handheld Reader shall support an external interface allowing it to exchange all Transponder data with a desktop or laptop workstation (supplied by others).		
407	The handheld reader shall buffer (store) each Transponder read until uploaded to a computer or manually deleted by the handheld reader user.		
408	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Handheld Reader.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
409	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as they pertain to the Handheld Reader:</p> <ul style="list-style-type: none"> • Updates to the Handheld Reader firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
410	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.		
411	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		
412	The microwave energy radiated from the Handheld Reader shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		
413	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
414	<p>If Vendor fails to deliver Handheld Readers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Handheld Readers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages</p>		
415	Delivery shall occur at the IAG Participating Member's specified location during business hours.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
416	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
4.2 Support Devices - Transponder Programmer			
417	Vendor shall provide a Transponder Programmer that will be compatible with the Transponders.		
418	The Transponder Programmer shall allow programming of all agency read-only data fields in the Transponders.		
419	Vendor shall provide any Software for installation on desktop or laptop workstations required to support interfacing with the Transponder Programmer.		
420	For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Programmer: <ul style="list-style-type: none"> • Updates to the Transponder Programmer firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
421	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.		
422	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		
423	The microwave energy radiated from the Transponder Programmer shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
424	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
425	If Vendor fails to deliver Transponder Programmers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Programmers overdue for each day (Limit 100% of the retail value of Transponder Programmers overdue). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.		
426	Delivery shall occur at the IAG Participating Member's specified location during business hours.		
427	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
4.3	Support Devices - Transponder Tester		
428	The Transponder Tester shall be used by personnel in a field environment such as a toll plaza or an office environment such as a customer service center.		
429	The Proposer shall provide the size and weight of the Transponder Tester		
430	Transponder Tester(s) shall be available for the switchable hard-case 6C Transponder model, if proposed.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
431	<p>The user interface should provide output for measurements as appropriate to the technology being offered, such as:</p> <ul style="list-style-type: none"> • The Transponder Tester successfully tested the functionality of all Transponder data fields; • The bit error rate; • The power output of the Transponder; • The sensitivity of the Transponder to the trigger signal; and • Load test the Transponder. <p>The output for the Transponder functionality test may be an audible indication, LED, or any other method to indicate whether the Transponder passed or failed. The output for bit error rate can be a simple LCD display. The output for the power and sensitivity tests should include a display of approximate power output or sensitivity level and a display of the power output and sensitivity in dBm.</p> <p>If Vendor requires that printed documentation accompany Transponder returns (RMA), then Tester shall include printer interface capability.</p>		
432	<p>The Transponder Tester shall consider a Transponder to have failed if any data field returns invalid data. With regard to power output or sensitivity measures, the Transponder Tester shall fail Transponders that would not meet accuracy requirements when properly mounted and presented.</p> <p>The Proposer shall describe the measurement levels that would result in the Transponder failing and the reasons for the selection of those measurement levels.</p> <p>The Proposer shall describe the positioning of the Transponder relative to the Transponder Tester such that the Transponder Tester result is valid.</p>		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
433	<p>For the Contract Term, and at no additional cost to IAG Participating Members, Vendor shall provide the following Software Maintenance Services as it pertains to the Transponder Tester:</p> <ul style="list-style-type: none"> • Updates to the Transponder Tester firmware; • Updates to Software for use on connected workstation; • Release Notes for firmware and Software; and • Documentation Updates. 		
434	Vendor shall provide documentation as defined in Part 3: Technical Requirements, Section 4.5 Documentation.		
435	Vendor shall provide operations and maintenance training to IAG Participating Members or their designated representatives as an optional extra (priced separately).		
436	The microwave energy radiated from the Transponder Tester shall be below the limits set by health and telecommunication authorities of United States, and these units shall be allowed for continuous use in an operational environment.		
437	Vendor shall deliver IAG Participating Members' orders within 6 weeks (42 calendar days).		
438	<p>If Vendor fails to deliver Transponder Testers in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of Transponder Testers overdue for each day (Limit 100% of the retail value of Handheld Readers overdue).</p> <p>Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.</p>		
439	Delivery shall occur at the IAG Participating Member's specified location during business hours.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
440	Expedited delivery may be requested by an IAG Participating Member. Vendor shall respond promptly (within 3 business days) to such a request indicating if sufficient inventory is available. The direct costs for expedited delivery will be the responsibility of the IAG Participating Member requesting the service.		
4.4	Support Devices - Warranty & Maintenance		
441	The Warranty period for Support Devices shall be three (3) years commencing on the date such Devices were delivered to the IAG Participating Member's designated delivery location.		
442	Vendor shall provide on-call remote and on-site Maintenance Support Services and other technical support for delivered Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period.		
443	Vendor shall repair or replace failed Handheld Readers, Transponder Programmers, and Transponder Testers throughout the Warranty Period within five (5) Business Days of the Vendor's receipt of Equipment requiring warranty work.		
444	If Vendor fails to repair or replace Support Devices in accordance within the time stated above, the Vendor shall pay as liquidated damages five percent (5%) of the retail value of the Support Devices in question for each day that the remedy is not performed to the satisfaction of the IAG Participating Member. (Limit 200% of the retail value of the Support Devices in question). Refer to Part 5: Terms & Conditions, Article 1.4.1 Liquidated Damages.		
4.5	Documentation		
4.5.1	End User Instructions		
445	Vendor shall provide instructions suitable for use by end users which document the means of attachment and mounting devices used by all supplied Transponder models.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
446	Vendor shall provide a list of vehicle features, such as metallic coated windshields or rear-view mirrors with displays that may interfere with Interior Transponders.		
447	Vendor shall provide a list of vehicle makes and models equipped with features which may interfere with Interior Transponders. Where applicable, Vendor shall indicate alternate mounting locations or other special instructions which would prevent the interference in particular vehicle types.		
448	Vendor shall update the lists of vehicle features that may interfere with Interior Transponders, and the vehicle makes and models equipped with such features, on an annual basis.		
4.5.2 Equipment Documentation			
449	Vendor shall provide instructions and Documentation regarding the storage, transport, issue, and disposal of all Transponder models as applicable.		
450	Vendor shall provide Cut Sheets, Operating Instructions, Installation Instructions, and Maintenance Instructions as applicable for the Handheld Reader, Transponder Programmer, and Transponder Tester.		
4.5.3 Regulatory Compliance			
451	Vendor shall provide documentation stating that all provided Equipment and Transponder models are in compliance with appropriate regulations and standards.		

Requirement #	Requirement	Status (C – Conforming, N – Non- Conforming)	Comment (Required if "Non- Conforming" is selected, otherwise, optional)
4.6	Contract Management		
452	<p>During the Contract Term, Vendor shall provide the IAG Technology Manager with a monthly status report, broken out by IAG Participating Member, including as a minimum:</p> <ul style="list-style-type: none"> • Orders received; • Deliveries made; • Current backlog; • Schedule for delivery of backlog; and • Returns (RMA). 		

Any requirements with non-conformance shall be summarized in the table below:

Section #	Requirement #	Explanation of Non-Conformance

8 IAG Participating Member Forms

E-ZPass Transponder (TDM & 6C) RFP

Note:

- These forms are attached separately.
- Proposers are advised that additional forms required for submission with the Proposal may be found in Part 5: Terms & Conditions, Appendix A IAG Participating Members Terms & Conditions.

8.1 Burlington County Bridge Commission

- Sales Tax Form ST-4 – Required for contract; not required with proposal.
- Additional forms are included within the applicable section of Part 5: Terms & Conditions, Appendix A IAG Participating Members Terms & Conditions.

8.2 Delaware River Joint Toll Bridge Commission

- Compliance with Insurance and Indemnification Requirements – Required with proposal
- Compliance with Affirmative Action Program – Required with proposal
- Certification of Eligibility – Required with proposal
- Conflict of Interest and Recusal – Required with proposal
- Non- Collusion – Required with proposal

8.3 New Jersey Turnpike Authority & South Jersey Transportation Authority

- Forms are included within the applicable section of Part 5: Terms & Conditions, Appendix A IAG Participating Members Terms & Conditions.

8.4 North Carolina Turnpike Authority

- NCDOT RS2 Form- Required with proposal
- Non-Collusion Form- Required with proposal
- Bid Bond Form – Required with proposal
- Contract Payment Bond – Required for contract, not required with proposal
- Contract Performance Bond – Required for contract, not required with proposal

8.5 Virginia Department of Transportation

- Sales and Use Tax Certificate of Exemption – Required for contract, not required with proposal

E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 6: Attachments

Section 8 Forms

Burlington County Bridge
Commission

Solicitation Number 2019-IAGPA-0001

State of New Jersey
DIVISION OF TAXATIONELIGIBLE NONREGISTERED
PURCHASER: SEE INSTRUCTIONS **PURCHASER'S NEW JERSEY
TAXPAYER REGISTRATION NUMBER

SALES TAX

FORM ST-4

EXEMPT USE CERTIFICATE

To be completed by purchaser and given to and retained by seller.
Please read and comply with the instructions given on both sides of this certificate.

TO _____ Date _____
(Name of Seller)

Address

City

State

Zip

The undersigned certifies that there is no requirement to pay the New Jersey Sales and/or Use Tax on the purchase or purchases covered by this Certificate because the tangible personal property or services purchased will be used for an exempt purpose under the Sales & Use Tax Act.

The tangible personal property or services will be used for the following exempt purpose:

The exemption on the sale of the tangible personal property or services to be used for the above described exempt purpose is provided in subsection N.J.S.A. 54:32B- _____ (See reverse side for listing for principal exempt uses of tangible personal property or services and fill in the block with proper subsection citation).

I, the undersigned purchaser, have read and complied with the instructions and rules promulgated pursuant to the New Jersey Sales and Use Tax Act with respect to the use of the Exempt Use Certificate, and it is my belief that the seller named herein is not required to collect the sales or use tax on the transaction or transactions covered by this Certificate. The undersigned purchaser hereby swears under the penalties for perjury and false swearing that all of the information shown in this Certificate is true.

NAME OF PURCHASER _____ (as registered with the New Jersey Division of Taxation)

(Address of Purchaser)

By _____

(Signature of owner, partner, officer of corporation, etc.)

(Title)

INSTRUCTIONS FOR USE OF EXEMPT USE CERTIFICATES - ST-4

1. **Good Faith** - To act in good faith means to act in accordance with standards of honesty. In general, registered sellers who accept exemption certificates in good faith are relieved of liability for the collection and payment of sales tax on the transactions covered by the exemption certificate.

In order for good faith to be established, the following conditions must be met:

- (a) Certificate must contain no statement or entry which the seller knows is false or misleading;
- (b) Certificate must be an official form or a proper and substantive reproduction, including electronic;
- (c) Certificate must be filled out completely;
- (d) Certificate must be dated and include the purchaser's New Jersey tax identification number or, for a purchaser that is not registered in New Jersey, the Federal employer identification number or out-of-State registration number. Individual purchasers must include their driver's license number; and
- (e) Certificate or required data must be provided within 90 days of the sale.

The seller may, therefore, accept this certificate in good faith as a basis for exempting sales to the signatory purchaser and is relieved of liability even if it is determined that the purchaser improperly claimed the exemption.

2. **Improper Certificate** - Sales transactions which are not supported by properly executed exemption certificates are deemed to be taxable retail sales. In this situation, the burden of proof that the tax was not required to be collected is upon the seller.
3. **Retention of Certificates** - Certificates must be retained by the seller for a period of not less than four years from the date of the last sale covered by the certificate. Certificates must be in the physical possession of the seller and available for inspection on or before the 90th day following the date of the transaction to which the certificate relates.
4. **Common exempt uses** of property or services for which the ST-4 is applicable follow.

NOTE: The descriptions are general and do not necessarily cover every exempt use or service or every condition for exemption. Further information is available from the Division of Taxation.

- Sales of machinery and equipment for use directly and primarily in the production of property by manufacturing, processing, assembling or refining. N.J.S.A. 54:32B-8.13a.
 - Sales of equipment to a telecommunication service provider subject to the jurisdiction of the BPU or the FCC for use directly and primarily in providing interactive telecommunications services for sale. N.J.S.A. 54:32B-8.13c.
 - Sales of tangible personal property for use directly and exclusively in experimental research and development in the laboratory sense. N.J.S.A. 54:32B-8.14.
 - Sales of wrapping materials or non-returnable containers for use in the delivery of tangible personal property or sales of containers for use in a farming enterprise. N.J.S.A. 54:32B-8.15.
 - Sales of busses to regulated bus companies for public passenger transportation or to carriers for use in school children transportation services. N.J.S.A. 54:32B-8.28.
 - Sales of equipment for use directly and primarily in the production department of a newspaper plant or for use in the production of property for sale by a commercial printer. N.J.S.A. 54:32B-8.29.
 - Sales of advertising material to be published in a newspaper. N.J.S.A. 54:32B-8.30.
 - Sales of aircraft or repair services to an "air carrier," and repairs to certain business aircraft, including machinery or equipment installed on such. N.J.S.A. 54:32B-8.35.
 - Sales of equipment used exclusively to sort and prepare solid waste for recycling or in recycling (does not include motor vehicles). N.J.S.A. 54:32B-8.36.
 - Sales of printed advertising materials for out-of-state distribution and sales of direct-mail processing services rendered in connection with the distribution of such materials to out-of-state recipients. N.J.S.A. 54:32B-8.39.
 - Sales of commercial trucks, truck tractors and semi-trailers which are properly registered and 1) have a gross vehicle weight rating in excess of 26,000 pounds; or 2) are operated actively and exclusively for the carriage of interstate freight under a certificate or permit issued by the Interstate Commerce Commission; or 3) are registered as a farm vehicle under the Motor Vehicle Statute (N.J.S.A. 39:3-24 and 25) and have a gross vehicle weight rating in excess of 18,000 pounds. N.J.S.A. 54:32B-8.43.
 - Sales of machinery and equipment used directly and primarily in producing broadcast programming or cable/satellite television programming. N.J.S.A. 54:32B-8.13e.
 - Sales of tangible property for use directly and primarily in the production of film or video for sale, including motor vehicles, parts, supplies and services to such property.. N.J.S.A. 54:32B-8.49.
 - Sales of commercial ships and charges for components, repair and alteration services for commercial ships. N.J.S.A. 54:32B-8.12.
5. **Eligible Nonregistered Purchaser** - If the purchaser is not required to be registered for sales and use tax purposes in New Jersey, in the box at the top, left corner of the form marked "Eligible Nonregistered Purchaser" the purchaser is required to place one of the following in order of preference: 1) the Federal Identification Number of the business; 2) out of state registration number.

Private reproduction of both sides of the Exempt Use Certificates may be made without the prior permission of the Division of Taxation.

FOR MORE INFORMATION:

Call the Customer Service Center (609) 292-6400. Send an e-mail to nj.taxation@treas.state.nj.us. Write to: New Jersey Division of Taxation, Information and Publications Branch, PO Box 281, Trenton, NJ 08695-0281.

E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 6: Attachments

Section 8 Forms

Delaware River Joint Toll Bridge
Commission

Solicitation Number 2019-IAGPA-0001

CERTIFICATION OF COMPLIANCE WITH
INSURANCE AND INDEMNIFICATION REQUIREMENTS

(Name of Contractor)

I, _____, the undersigned, certify that I am an Officer of the company named above and further certify that I have reviewed and understand all insurance and indemnification requirements in the Contract.

I further certify that if the aforementioned company is named the successful bidder for the project, that a Certificate of Insurance in the specified amounts designated in the Contract will be supplied to the DRJTBC.

Signature

(Date)

(Name and Title)

Subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

Corporate Seal

20 ____

CERTIFICATION OF COMPLIANCE WITH
AFFIRMATIVE ACTION PROGRAM

(Name of Contractor)

the undersigned, in person or by its duly authorized representative, hereby certifies that the Bidder has and will comply with the requirements of the Affirmative Action Program and hereby designates

as liaison officer authorized to administer this program.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

CERTIFICATION OF ELIGIBILITY

Evidence must be submitted herein that the Contractor:

Address_____

City of_____ and State of_____

is duly authorized to do business in the Commonwealth of Pennsylvania and/or the State of New Jersey.

Documents showing proof of eligibility are attached herewith.

CONFLICT OF INTEREST AND RECUSAL CERTIFICATION FORM

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the Commission's Conflict of Interest and Recusal Guidelines posted on the Commission's website www.drjtbc.org and will comply and have any designated subconsultants comply with the requirements of these guidelines during the performance of work under this Contract.

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

NON-COLLUSION AFFIDAVIT

State of _____ s.s

Township _____

County of _____

Town _____

I, _____ of the City of _____
Borough

_____, in the County of _____

and the State of _____, of full age, being duly sworn according to law
on my oath depose and say that:

I am _____ of the firm of _____, the
bidder making the Proposal for the above named project, and that I executed this
Proposal with full authority so to do; that this bidder has not, directly or indirectly,
entered into any agreement, participated in any collusion, or otherwise taken any action
in restraint of free, competitive bidding in connection with this project; and that all
statements contained in this Proposal and in this affidavit are true and correct, and made
with the full knowledge that the Delaware River Joint Toll Bridge Commission relies
upon the truth of the statements contained in awarding this Contract.

Subscribed and sworn to

before me this _____ day

of _____, 20 ____

My Commission expires _____, 20 ____

E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 6: Attachments

Section 8 Forms

New Jersey Turnpike Authority &
South Jersey Transportation
Authority

Solicitation Number 2019-IAGPA-0001

Forms are included within the applicable section of Part 5: Terms & Conditions, Appendix A IAG Participating Members Terms & Conditions

E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 6: Attachments

Section 8 Forms

North Carolina Turnpike Authority

Solicitation Number 2019-IAGPA-0001

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUBCONSULTANT
TO BE USED WITH PROFESSIONAL SERVICES CONTRACT ONLY
RACE AND GENDER NEUTRAL**

TIP No. and/or Type of Work (Limited Services)

(Consultant/Firm Name and Federal Tax Id)

(Subconsultant/Firm Name and Federal Tax Id)

<i>SERVICE / ITEM DESCRIPTION</i>		<i>Anticipated Utilization</i>
TOTAL UTILIZATION:		
SUBMITTED BY: SUBCONSULTANT:	RECOMMENDED BY: CONSULTANT:	
*BY:	*BY:	
TITLE:	TITLE:	
SPSF Status: Yes <input type="checkbox"/> No <input type="checkbox"/>		

“SUBCONCONSULTANT” (FORM RS-2)
RACE AND GENDER NEUTRAL

Instructions for completing the Form RS-2:

1. Complete a Subconsultant Form RS-2 for each Subconsultant firm to be utilized by your firm.
2. Insert TIP Number and /or Type of Work (Limited Services)
3. Complete the Consultant/Firm name and Federal Tax ID Number for the primary firm information.
4. Complete the Subconsultant/Sub Firm name and Federal Tax ID Number for the sub firm information.
5. Enter Service/Item Description – describe work to be performed by the Sub Firm
6. Enter Anticipated Utilization – Insert dollar value or percent of work to the Subconsultant/Sub Firm
7. *Signatures of both Subconsultant and Prime Consultant **are required** on each RS-2 Form to be submitted with the Letter of Interest (LOI) to be considered for selection
8. Complete “SPSF Status” section - Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF or No if not SPSF

In the event the firm has **no** subconsultant, **it is required that this be indicated on the Subconsultant Form RS-2 form by entering the word “None” or the number “ZERO” and signing the form.**

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**CORPORATION**

The prequalified bidder declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

 Full name of Corporation

 Address as Prequalified

Attest _____ <div style="text-align: center;">Secretary/Assistant Secretary <i>(Select appropriate title)</i></div>	By _____ <div style="text-align: center;">President/Vice President/Assistant Vice President <i>(Select appropriate title)</i></div>
--	--

 Print or type Signer's name

 Print or type Signer's name
CORPORATE SEAL

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

Contract No. _____
County _____

Rev. 4-19-11

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC**

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

**Signature of Member/
Manager/Authorized Agent**

Individually

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor _____

Print or type Individual Name

Address as prequalified

Signature of Contractor _____

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By _____
Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

Contract No. _____
County _____

Rev. 4-19-11

BID BOND
JOINT VENTURE (2 or 3)
SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (*for 3 Joint Venture only*)

Address as prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

If Corporation, affix Corporate Seal

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PAYMENT BOND

Date of Payment Bond Execution _____

Name of Principal Contractor _____

Name of Surety: _____

Name of Contracting Body: **North Carolina Department of Transportation**

Raleigh, North Carolina

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PAYMENT BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PAYMENT BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No.
County

Rev 5-17-11

CONTRACT PAYMENT BOND

Attach certified copy of Power of Attorney to this sheet

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Date of Performance Bond Execution: _____

Name of Principal Contractor: _____

Name of Surety: _____

Name of Contracting Body: **North Carolina Department of Transportation**

Raleigh, North Carolina

Amount of Bond: _____

Contract ID No.: _____

County Name: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Affix Seal of Surety Company

Print or type Surety Company Name

By

Print, stamp or type name of Attorney-in-Fact

Signature of Attorney-in-Fact

Signature of Witness

Print or type Signer's name

Address of Attorney-in-Fact

Contract No. _____
County _____

Rev 5-17-11

CONTRACT PERFORMANCE BOND

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

Print or type Signer's name

Contract No.
County

Rev 5-17-11

CONTRACT PERFORMANCE BOND

Attach certified copy of Power of Attorney to this sheet

E-ZPass Transponder (TDM & 6C)

Request for Proposals

Part 6: Attachments

Section 8 Forms

Virginia Department of
Transportation

Solicitation Number 2019-IAGPA-0001

**COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION**

*For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States*

To: _____ Date: _____
Name of Dealer

Number and Street or Rural Route City, Town, or Post Office State ZIP Code

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds. Check the appropriate box below.

- ☐ 1. Tangible personal property for use or consumption by the Commonwealth of Virginia, including prepared meals, catering, and other services related to the provision of food.
- ☐ 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia, including prepared meals, catering, and other services related to the provision of food.
- ☐ 3. Tangible personal property and taxable services for use or consumption by the United States.

Name of Governmental Agency

Number and Street or Rural Route City, Town, or Post Office State ZIP Code

I certify I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By: _____
Signature Title

Information for dealer: A dealer is required to have on file only one Certificate of Exemption, properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.

9 Proposer's Pricing Submission Form (TDM)

E-ZPass Transponder (TDM & 6C) RFP

Note: These forms are attached separately.

EZ-Pass Transponder RFP

Price Schedule 1 - TDM Transponders

Transponder Type & Item #		RFP Reference	Transponder Model	Vendor Model	Unit	Initial Contract Term	Optional Extension Year 1	Optional Extension Year 2	Optional Extension Year 3	Discount Plan	Order Restrictions	Other Information
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"		Enter Unit Price	Enter Unit Price	Enter Unit Price	Enter Unit Price	Describe if offered	Describe if applicable	Provide additional details if desired
TDM	1a	Part 3: Section 1 Part 4: Section 3.2.3.1	Interior, windshield-mounted, hard-case TDM transponders with associated mounting components		Each							
TDM	1b		Interior, windshield-mounted, hard-case TDM transponders with associated mounting components <i>in retail packaging</i>		Each							
TDM	1c		Additional Transponder Windshield Mounting Components		Each							
TDM	1d		Transponder Read Prevention Bags		Each							
TDM	2a	Part 3: Section 1 Part 4: Section 3.2.3.2	Interior, windshield-mounted, hard-case, feedback TDM transponders with associated mounting components		Each							
TDM	2b		Interior, windshield-mounted, hard-case, feedback TDM transponders with associated mounting components <i>in retail packaging</i>		Each							
TDM	2c		Additional Transponder Windshield Mounting Components		Each							
TDM	2d		Transponder Read Prevention Bags		Each							
TDM	3a	Part 3: Section 1 Part 4: Section 3.2.3.3	Interior, windshield-mounted, hard-case, switchable TDM transponders with associated mounting components		Each							
TDM	3b		Interior, windshield-mounted, hard-case, switchable TDM transponders with associated mounting components <i>in retail packaging</i>		Each							
TDM	3c		Additional Transponder Windshield Mounting Components		Each							
TDM	3d		Transponder Read Prevention Bags		Each							
TDM	4a	Part 3: Section 1 Part 4: Section 3.2.3.4	Exterior, license plate mounted, hard-case TDM transponders		Each							
TDM	4b		Transponder License Plate Mounting Components, if applicable		Each							
TDM	4c		Transponder Read Prevention Bags		Each							
TDM	5a	Part 3: Section 1 Part 4: Section 3.2.3.5	Exterior, roof-mounted, hard-case TDM transponders		Each							
TDM	5b		Transponder Roof Mounting Components		Each							
TDM	5c		Transponder Read Prevention Bags		Each							

EZ-Pass Transponder RFP

Price Schedule 1 - TDM Transponders

Transponder Type & Item #		RFP Reference	Transponder Model	Vendor Model	Estimated Annual Quantity per Part 1: Appendix B (NOT a guaranteed order)	Cost for Estimated Annual Quantity (1st Year of initial contract term)	Cost for Estimated Annual Quantity (2nd Year of initial contract term)
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"	Number of Transponders	Enter Total Cost for each year, accounting for impact of proposed Discount Plan (if applicable).	
TDM	1a	Part 3: Section 1 Part 4: Section 3.2.3.1	Interior, windshield-mounted, hard-case TDM transponders with associated mounting components		2,860,000		
TDM	1b		Interior, windshield-mounted, hard-case TDM transponders with associated mounting components <i>in retail packaging</i>				
TDM	1c		Additional Transponder Windshield Mounting Components				
TDM	1d		Transponder Read Prevention Bags				
TDM	2a	Part 3: Section 1 Part 4: Section 3.2.3.2	Interior, windshield-mounted, hard-case, feedback TDM transponders with associated mounting components		100,000		
TDM	2b		Interior, windshield-mounted, hard-case, feedback TDM transponders with associated mounting components <i>in retail packaging</i>				
TDM	2c		Additional Transponder Windshield Mounting Components				
TDM	2d		Transponder Read Prevention Bags				
TDM	3a	Part 3: Section 1 Part 4: Section 3.2.3.3	Interior, windshield-mounted, hard-case, switchable TDM transponders with associated mounting components		140,000		
TDM	3b		Interior, windshield-mounted, hard-case, switchable TDM transponders with associated mounting components <i>in retail packaging</i>				
TDM	3c		Additional Transponder Windshield Mounting Components				
TDM	3d		Transponder Read Prevention Bags				
TDM	4a	Part 3: Section 1 Part 4: Section 3.2.3.4	Exterior, license plate mounted, hard-case TDM transponders		130,000		
TDM	4b		Transponder License Plate Mounting Components, if applicable				
TDM	4c		Transponder Read Prevention Bags				
TDM	5a	Part 3: Section 1 Part 4: Section 3.2.3.5	Exterior, roof-mounted, hard-case TDM transponders		50,000		
TDM	5b		Transponder Roof Mounting Components				
TDM	5c		Transponder Read Prevention Bags				

EZ-Pass Transponder RFP

Price Schedule 2 - TDM Transponder Support Devices

Transponder Type & Item #		RFP Reference	Transponder Support Device	Vendor Model	Unit	Initial Contract Term	Optional Extension Year 1	Optional Extension Year 2	Optional Extension Year 3	Other Information
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"		Enter Unit Price	Enter Unit Price	Enter Unit Price	Enter Unit Price	Provide additional details if desired
TDM	1	Part 3: Section 2 Part 4: Section 3.2.4.1	Transponder Programmer supporting the IAG TDM protocol		Each					
TDM	2	Part 3: Section 2 Part 4: Section 3.2.4.2	Handheld Reader supporting the IAG TDM protocol		Each					
TDM	3	Part 3: Section 2 Part 4: Section 3.2.4.3	Transponder Tester supporting the IAG TDM protocol		Each					

Price Schedule 2 - TDM Documentation - *No price applicable* (Transponders & Support Devices)

Transponder Type & Item #		RFP Reference	Document Identification	Document Description	Other Information
Enter Proposer / Vendor Name in this cell			List document name, date, and version. Add lines if necessary.	Provide brief document description	Provide additional details if desired
TDM	1	Part 3: Section 2 Part 4: Section 3.2.4.4			
TDM	2				
TDM	3				
TDM	4				
TDM	5				
TDM	6				
TDM	7				
TDM	8				
TDM	9				
TDM	10				

Price Schedule 2 - TDM Training (Transponders & Support Devices)

Transponder Type & Item #		RFP Reference	Training Topic Identification & Description	Unit	Initial Contract Term		Other Information
Enter Proposer / Vendor Name in this cell			List training topic name, identifier, and a brief description. Add lines if necessary.		Enter Price		Provide additional details if desired
TDM	1	Part 3: Section 2 Part4: Section 3.2.4.5		Lump			
TDM	2						
TDM	3						
TDM	4						
TDM	5						

10 Proposer's Pricing Submission Form (6C)

E-ZPass Transponder (TDM & 6C) RFP

Note: These forms are attached separately.

EZ-Pass Transponder RFP

Price Schedule 3 - 6C Transponders

Transponder Type & Item #		RFP Reference	Transponder Model	Vendor Model	Unit	Initial Contract Term	Optional Extension Year 1	Optional Extension Year 2	Optional Extension Year 3	Discount Plan	Order Restrictions	Other Information
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"		Enter Unit Price	Enter Unit Price	Enter Unit Price	Enter Unit Price	Describe if offered	Describe if applicable	Provide additional details if desired
6C	1a	Part 3: Section 3 Part 4: Section 3.2.5.1	Interior, windshield-mounted, sticker 6C transponders with mounting adhesive back		Each							
6C	1b		Interior, windshield-mounted, sticker 6C transponders with mounting adhesive back <i>in retail packaging</i>		Each							
6C	1c		Transponder Read Prevention Bags		Each							
6C	2a	Part 3: Section 3 Part 4: Section 3.2.5.2	Interior, windshield-mounted, switchable hard-case 6C transponders with associated mounting components		Each							
6C	2b		Interior, windshield-mounted, switchable hard-case 6C transponders with associated mounting components <i>in retail packaging</i>		Each							
6C	2c		Additional hard-case Transponder Mounting Components		Each							
6C	2d		Transponder Read Prevention Bags		Each							
6C	3a	Part 3: Section 3 Part 4: Section 3.2.5.3	Exterior, motorcycle headlamp, sticker 6C transponders with mounting adhesive back		Each							
6C	3b		Transponder Read Prevention Bags		Each							
6C	4a	Part 3: Section 3 Part 4: Section 3.2.5.4	Exterior, truck headlamp, sticker 6C transponders with mounting adhesive back		Each							
6C	4b		Transponder Read Prevention Bags		Each							

EZ-Pass Transponder RFP

Price Schedule 3 - 6C Transponders

Transponder Type & Item #		RFP Reference	Transponder Model	Vendor Model	Estimated Annual Quantity per Part 1: Appendix B (NOT a guaranteed order)	Cost for Estimated Annual Quantity (1st Year of initial contract term)	Cost for Estimated Annual Quantity (2nd Year of initial contract term)
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"	Number of Transponders	Enter Total Cost for each year, accounting for impact of proposed Discount Plan (if applicable).	
6C	1a	Part 3: Section 3 Part 4: Section 3.2.5.1	Interior, windshield-mounted, sticker 6C transponders with mounting adhesive back		120,000		
6C	1b		Interior, windshield-mounted, sticker 6C transponders with mounting adhesive back <i>in retail packaging</i>				
6C	1c		Transponder Read Prevention Bags				
6C	2a	Part 3: Section 3 Part 4: Section 3.2.5.2	Interior, windshield-mounted, switchable hard-case 6C transponders with associated mounting components		50,000		
6C	2b		Interior, windshield-mounted, switchable hard-case 6C transponders with associated mounting components <i>in retail packaging</i>				
6C	2c		Additional hard-case Transponder Mounting Components				
6C	2d		Transponder Read Prevention Bags				
6C	3a	Part 3: Section 3 Part 4: Section 3.2.5.3	Exterior, motorcycle headlamp, sticker 6C transponders with mounting adhesive back		14,000		
6C	3b		Transponder Read Prevention Bags				
6C	4a	Part 3: Section 3 Part 4: Section 3.2.5.4	Exterior, truck headlamp, sticker 6C transponders with mounting adhesive back		5,000		
6C	4b		Transponder Read Prevention Bags				

EZ-Pass Transponder RFP

Price Schedule 2 - 6C Transponder Support Devices

Transponder Type & Item #		RFP Reference	Transponder Support Device	Vendor Model	Unit	Initial Contract Term	Optional Extension Year 1	Optional Extension Year 2	Optional Extension Year 3	Other Information
Enter Proposer / Vendor Name in this cell				Enter Model / Identifier <u>OR</u> "Not Proposed"		Enter Unit Price	Enter Unit Price	Enter Unit Price	Enter Unit Price	Provide additional details if desired
6C	1	Part 3: Section 4 Part 4: Section 3.2.6.1	Transponder Programmer supporting the IAG 6C protocol		Each					
6C	2	Part 3: Section 4 Part 4: Section 3.2.6.2	Handheld Reader supporting the IAG 6C protocol		Each					
6C	3	Part 3: Section 4 Part 4: Section 3.2.6.3	Transponder Tester supporting the IAG 6C protocol		Each					

Price Schedule 2 - 6C Documentation - *No price applicable* (Transponders & Support Devices)

Transponder Type & Item #		RFP Reference	Document Identification	Document Description	Other Information
Enter Proposer / Vendor Name in this cell			List document name, date, and version. Add lines if necessary.	Provide brief document description	Provide additional details if desired
6C	1	Part 3: Section 4 Part 4: Section 3.2.6.4			
6C	2				
6C	3				
6C	4				
6C	5				
6C	6				
6C	7				
6C	8				
6C	9				
6C	10				

Price Schedule 2 - 6C Training (Transponders & Support Devices)

Transponder Type & Item #		RFP Reference	Training Topic Identification & Description	Unit	Initial Contract Term		Other Information
Enter Proposer / Vendor Name in this cell			List training topic name, identifier, and a brief description. Add lines if necessary.		Enter Price		Provide additional details if desired
6C	1	Part 3: Section 4 Part 4: Section 3.2.6.5		Lump			
6C	2						
6C	3						
6C	4						
6C	5						