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1.	N/A	N/A	N/A - Validation Testing	Do you know what is the latest status with the new certification process? Any idea on when the official documentations will be released? And when interested companies can start certifying their products against this new process?	A revised Test Plan and test cases for the Product Certification Test is included as Attachment 4 – IAG Test Plan. In addition to the test cases provided, a revised Attachment 4 will also include an example test plan. No additional information is available at this time regarding any changes to the current test plan used for Product Certification Test. An Addendum will be issued to update Attachment 4- IAG Test Plan.
2.	4 of 18	Part I, 2.1	Proposal Schedule	To ensure that NCTA/E-ZPass Group receives proposals that are all inclusive of the response to technical requirements, incorporate changes in response to proposer's questions, provide the requisite samples, and that are of an acceptable quality, would NCTA/E-ZPass Group please consider extending the proposal due date until to August 6th? With response to questions date of July 1 st , there is very little time before shipping date – a period that includes the July 4 th holiday, and a weekend preceding the proposal due date. Receiving answers to questions that late in the schedule may have material impact to vendors' responses and further impact their ability to submit a high quality and compliant response	The Deadline for the Proposals will be revised to be due on July 26, 2021. An Addendum will be issued to reflect this update.
3.	Part 1 Pg 4	2.1	Proposal Schedule	Due to the size of the proposal, breadth of product and services, and this being a long term supply procurement, a five week proposal response time does not provide bidder adequate time to provide a comprehensive and competitive bid, will the NCTA consider extending the Proposal Due date to August 26, 2021 ?	Please refer to response in Question 2.
4.	Part 1 Pg 4	2.1	Proposal Schedule	Additionally to the extension of the Proposal Due date, will the NCTA consider extending the Due Date for Proposer Questions to July 15, 2021?	No change will be made.
5.	Part 1 Pg 4	2.1	Proposal Schedule	The Proposal Schedule Table in this section indicates Proposals are currently due on July 12, 2021 and Initial Pricing Quotation Due is marked "TBD". In the Bidders Conference, the Proposal Schedule was shown as Proposals (Technical and Price) Due July 12, 2021. These seem in conflict. Please verify the dates pricing is required to be submitted.	The Maximum Price Submission and the Technical Proposal known as the Proposals are due on the same date. In accordance with the response to Question 2, the revised Proposals Due date is July 26, 2021. Price Quotations will be requested after award according to RFP Part I Section 3.3.

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6.	Part V, Page 3	1.04(a)	Vendor obligations with respect to other parties	Vendor requests an exception to clarify and acknowledge that non-E-ZPass Members Agencies have the ability to decode/interpret information contained in E-ZPass Group-format compatible equipment, especially with regard to the open standard tolling protocols including ISO 18000-63 (ISO-6C) equipment and that Vendor does not need approval to sell this open standard equipment to non-E-ZPass Member Agencies	Yes, Vendor does not need approval to sell this open standard equipment to non-E-ZPass Member Agencies.
7.	Part V, page 6-7	1.13	Succession	Vendor requests an exception to clarify that any cooperation with regards to any new technology or successors shall be at time and materials rates for Services as this is a potential unknown and open ended requirement not in the control of the Vendor.	No change will be made to the RFP.
8.	Part V, page 9-10	2.03	General	Vendor requests an exception and requests additional clarification that interoperability is contingent upon any Equipment and Services having fully and successfully passed all testing and certification requirements, as well as meeting all contractual requirements of the RFP. Further, any necessary cooperation with regards to funding assistance will be performed at time and materials rates.	With regards to the first question, ETC Equipment purchased is subject to the meeting the Qualifications provided and Product Certification Test as outlined in the RFP. No change will be made to the RFP. With regards to the funding assistance, no funding assistance will be allocated to certify the Vendor's Equipment. All costs related to the certification of its Equipment will not be paid by NCTA or E-ZPass Members.
9.	Part V, 12-13	2.07	Harmony	Vendor requests an exception and requests inclusion that all orders made are fully paid for by any and all members irrespective of suspended status. Further all vendor efforts made to coordinate with other Member vendors under the contract shall be fully paid for and compensated under the time and materials rates.	Vendors shall enter agreements with E-ZPass Members by Purchase Orders for certified Equipment and Services. Please refer to Section 3.3.3 of Part I. No change will be made to the RFP.
10.	Part V, 13	2.08	Authority of the project manager	Vendor requests an exception to clarify that only work in scope on the contract will be performed. Any out of scope work shall be subject to a change order and equitable adjustment. Vendor takes further exception and states that it is inequitable to mandate the inability to claim where other Member vendors disrupt, delay, or damage Vendor's ability to perform in accordance with this contract. Vendor may make claims where it is delayed, damaged, or otherwise caused losses by any other third party in control or privity of contract with a Member.	With regards to the first request for clarification, work outside of the scope of work is subject to a change order. No change will be made to the RFP. With regards to the second question regarding the Vendors ability to make claims. No change will be made to the RFP.
11.	Part V, 13-14	2.09	Investigation of deficient equipment and component performance	Vendor requests an exception and requests that where another Member vendor causes (directly or indirectly) Vendor any losses, delay or disruption of any kind, that it has the right to claim against Member for such damages and that the vendor causing such damages is fully responsible and liable to Vendor.	No change will be made to the RFP.

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12.	Part V, 14-15	2.10	Maintenance of records, inspection, review and audit	Vendor requests an exception and requests that the time period to retain records applies to orders, rather than the entire contract, and that such time frame is a more commercially reasonable period, to include three (3) years.	No change will be made to the RFP.
13.	Part V, 26- 29	4.02	Licensing	Vendor requests an exception to this provision – the scope of the licenses shall include use of materials and software only. It is not commercially feasible given the intensive level of research and development investment to provide licenses to Members to modify or create derivative works. We also note that such license could jeopardize the interoperability of the system.	Yes, Licenses shall include use of materials and software only. An Addendum will be issued to clarify this requirement.
14.	Part V, 40-41,	7.02	Vendor's Liability and Indemnification.	Vendor takes exception and requests that the indemnity obligation be limited to Vendor's negligent performance of services or delivery of materials, to the extent such negligence causes a Member losses. Vendor further requests a commercially reasonable cap on damages to the value of each order, and an equitable exclusion of consequential, special, indirect, and punitive damages.	No change will be made to the RFP.
15.	Part V, 43-44	7.04	Warranties	Vendor requests clarification that any claim of defect or warranty support that is found to be based in error or unsupported, the Member shall reimburse Vendor for all shipping and labor incurred in investigating the claim. Vendor also requests clarification that warranty terms shall only survive in accordance with the stated warranty period. Vendor requests clarification that Vendor retains the right to replace any defective materials in lieu of remediation. Finally, Vendor further proposes an alternative more commercially reasonable warranty for products and services: Vendor warrants that it shall provide any services under this Agreement in good faith and workmanlike manner. Vendor warrants any materials delivered shall conform to applicable specifications for a period of one year after delivery or installation by end user whichever is sooner. Upon written notice of a defect, Vendor shall at its option repair or replace the defective material. This warranty covers defects arising under normal use, and does not cover defects resulting from misuse, abuse, neglect, repairs, alterations or attachments made by Member or third parties not approved by Vendor, problems with electrical power, usage not in accordance with product instructions, or any interfaces with systems, equipment, firmware or software not developed by Vendor. Vendor reserves the right to investigate claims by Member as to defects. Member shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty. Products supplied but not manufactured by Vendor shall be subject to the warranty provided by the original manufacturer, which Vendor shall pass through to the Member. THE WARRANTIES SET FORTH IN	No change will be made to the RFP.

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				THIS PROVISION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE.	
16.	Part V, 50-51	7.08	Regulatory Matters	Vendor takes exception that it would be financially responsible for any changes required to equipment required by unknown and unforeseen regulatory changes. Any such changes creating incremental costs for Vendor to remain compliant must be equitably borne by Members.	No change will be made to the RFP.
17.	Part V, 51-52	7.10	Interface with Non-Vendor Equipment	Vendor takes exception and requests that it be made clear that warranties do not apply to any combination of Vendor Equipment with other Equipment provided by any third party.	No change will be made to the RFP.
18.	Part V, 52 – 53	7.13	General Guaranty	Vendor takes exception that warranties must be as stated in the contract and agreed by the parties and that other non-stated or implied warranties cannot, in equity, apply to this contract.	No change will be made to the RFP.
19.	Part V, 56-57	8.04	Actual Damages	Vendor takes exception and requests that the indemnity obligation be limited to Vendor's negligent performance of services or delivery of materials, to the extent such negligence causes a Member losses. Vendor further requests a commercially reasonable cap on damages of any kind including actual losses or liquidated damages, to the value of each order, and an equitable exclusion of consequential, special, indirect, and punitive damages.	No change will be made to the RFP.
20.	Part V, 64 – 65	10.07	Removal of Rejected Equipment	Vendor takes exception to include reservation of the right to investigate claims by Member as to defects causing rejection. Member shall pay costs to investigate invalid claims and for any repair or replacement shown by investigation not to be covered by warranty, and for all related shipping.	No change will be made to the RFP.
21.	Part 1 page 16 of 18	3.3.1 Price Form A-8	Submittal of Price Quotations Price Proposal	RFP stated that "The EZ-Pass Group will announce the date and time for Vendors to submit price quotations." NCTA clarified at the pre bid conference that pricing would be included in this submission. Will this be maximum pricing only or also include first year contract pricing? The price form specifically instructs "Do Not fill out for RFP submittal" the section that would be used for first year contract pricing. Can NCTA please clarify which pricing is required and where on the price form it is to be entered?	Regarding the first question, Proposers shall include the Maximum Pricing. An Addendum will be issued to clarify this requirement.
22.	NA	Attachment 4	E-ZPass Group Test Plan	Transponders and readers proposed are already in widespread use worldwide and proven for tolling applications identical to E-ZPass specified applications, will E-ZPass waive the extensive certification testing process?	Only Responsive Vendors proposing IAG certified Equipment will not be required to re-certify the existing certified Equipment for existing functionality and

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					operational use. Any changes in Hardware, Software or any aspect of the Equipment or new Equipment requires the Equipment to be certified for all Vendors. No change will be made to the RFP.
23.	Part I, pg.8	2.20	Proposer Eligibility	If multiple distributors/resellers decide to bid on this RFP using the same OEM device, does the OEM product need to undergo separate testing from each proposer, or does a single test from the manufacturer suffice for all proposers?	A single test from the manufacturer for the same product offering including the same make and model is sufficient for all Proposals. Testing must be completed in accordance with Attachment 4- E-ZPass Group Test Plan.
24.	Part I, pg.8	2.20	Proposer Eligibility	In order to ensure fairness to all proposers and to provide equity to all vendors, would E-ZPass require that all transponders and all readers being proposed in response to this RFP be required to perform the identical validation and certification testing for all transponders and readers under the same requirements, expenses and timeframe, regardless of the vendor proposing or previous association with E-ZPass.?	No. Previously certified IAG Equipment does not require re-testing.
25.	N/A	Exhibit A-8	Next Gen price proposal	Exhibit A-8 only requests unit prices for transponders and readers. There is no mention of service-related pricing. Will E-ZPass request Service-related quotes in future communications?	An Addendum will be issued with unit rates for future support services.
26.	N/A	Attachment 4	E-ZPass Group Test Plan <i>Emerging Requirements</i>	Are there differences between the previous E-ZPass certification process and the current test plan released under this RFP? If yes, can you provide an outline of the differences between the two? Can you provide the previous testing documentation for comparison and requirement analysis?	The current testing requirements for certification of Readers and Transponders are similar to previous testing. Previous testing documentation and descriptions of any modifications will not be provided.
27.	N/A	Attachment 4	E-ZPass Group Test Plan <i>General</i>	Have the currently certified E-ZPass readers (Kapsch JANUS, Kapsch BADGER, Transcore Encompass 6) undergone the described certification process?	Please refer to response in Question 26.
28.	N/A	Attachment 4	E-ZPass Group Test Plan <i>Traffic Behavior</i>	Has each certified reader undergone the same number of tests at each plaza with the same ORT scenarios?	Please refer to response in Question 26.
29.	N/A	Attachment 4	E-ZPass Group Test Plan <i>Reader Performance</i>	Did each test vehicle use three tags, or one tri-protocol tag, in all ORT scenarios?	For Readers certified under multiple protocols, multiple transponders in a vehicle and tri-protocol transponders were included in test scenarios. .

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30.	N/A	Attachment 4	E-ZPass Group Test Plan <i>Certification Timeframe</i>	Are all readers certified within the same time constraints? i.e. Completion of plaza and ORT tests within 2 months allotted	Please refer to response in Question 26.
31.	N/A	Attachment 4	E-ZPass Group Test Plan <i>Roadway Configuration</i>	Are the currently certified readers tested with same scope in terms of location and configuration, of 3 lanes for the plaza and 4 lanes for ORT?	Please refer to response in Question 26.
32.	Part III, pg.106	4.9.5	Operational Certification	Will E-ZPass help provide required TDM, SeGo and tri-protocol transponders for the operational test?	No. The Vendors shall provide their own Test Transponders for Product Certification Test. The E-ZPass group may also provide additional Test Transponders to use during the testing.
33.	Part III, pg.47	3.8.5	Operational Certification <i>283.b</i>	A 3-lane plaza is specified for testing with sufficient structures (booths, canopies, etc.). Does E-ZPass have such a facility to use, rent, or lease?	No.
34.	Part III, pg.50	4.2.2	Reader Protocol Support <i>296.a</i>	"Reader shall support simultaneous use of the following protocols at a minimum: TDM, SeGo and 6C." Did the Mark IV Janus, Badger and TransCore E6 readers already pass these 3 simultaneous protocol requirements, and did they pass under the same 2-month testing period requirement?	Please refer to response in Question 26.
35.	Part III, pg.46	3.8.5	Operational Certification <i>278.g</i>	"Reader, reader configuration and tuning...". Will E-ZPass guarantee the ability of acquiring Mark IV and TransCore readers in sufficient quantity and timeframe to conduct operational certification testing?	E-ZPass will work with the Vendors to acquire Equipment to support Product Certification Tests. Any coordination efforts should be directed to the NCTA Administrative Contact as outlined in Section 1.4 of Part I of this RFP.
36.	Part III, pg.46	3.8.5	Operational Certification <i>278.g</i>	"Reader, reader configuration and tuning...". If needed, what processes are in place to guarantee that Mark IV and TransCore readers are configured and tuned to test transponder operational performance properly and accurately?	The Proposer shall provide a test site. The Proposer shall submit the Reader configuration to the E-ZPass Group for review and approval during the Equipment Certification. The E-ZPass Group can provide typical Reader configuration to a Proposer during the Equipment Certification. An Addendum will be issued to clarify this Requirement.
37.	N/A	Attachment 4	Attachment 4 – E-ZPass Group Test Plan	If a proposer intends to certify both readers and transponders, can the proposer use its own reader to test its own transponder in testing? If not, which readers will proposers be subject to using for testing its own transponders?	No, Transponders must be certified using an existing IAG Certified Reader.

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38.	Part III, pg.19	3.2.1.2.	Electromagnetic Interference	What is the minimal distance between the transponder and the "Mobile and portable communications radios"? And what is the power level of the "Mobile and portable communications radios"?	The Proposer shall describe any Equipment limitations or power level requirements. No change will be made to the RFP.
39.	4	2.1	RFP Schedule	Given the level of magnitude and compliance requirements of the RFP, will the agency be open to extending the due date an additional six weeks?	Please see response to Question 2.
40.	Part III, pg.34	3.5.2	Transponder Functional Requirements <i>Item 194</i>	6C TOC AVI standard included in attachments is version 3.1 from 2017, not the referenced version. Please confirm that version 3.2 is the correct reference.	Version 3.2 is the correct reference. An Addendum will be issued to update the RFP.
41.	Part III, pg.51	4.2.3	Transponder Compatibility	Can EZPass Group provide additional description/examples of transponders in the incompatible class of transponders?	An example of an incompatible Transponder for the Multi-Protocol Readers required by this RFP would be a Title 21 Transponder. Per requirement 306a, a Title 21 Transponder should not interfere with the operation of the Reader interacting with Compatible TDM, SeGo, or 6C Transponders.
42.	Part III, pg.62	4.6.1	Operating Environment <i>Item 373.i</i>	This temperature range matches the range specified in NEMA TS2, which is in the context of cabinet mounted devices, and appears to be covered in item 375. However, the maximum temperature of 165F significantly exceeds North America climate extremes for non-cabinet mounted devices (e.g. environmentally hardened reader). Should this requirement reflect typical climatic conditions since cabinet mount is covered elsewhere?	Per Requirement 373.a, this is a desired temperature range and proposers should describe the specifications of the equipment they are proposing and how it meets the intent of the requirement to operate in worst case North American environmental conditions.
43.	Part III, pg.63	4.6.1	Operating Environment <i>Item 379</i>	Please clarify how to interpret this requirement for printed circuit board assemblies which are not exposed to humidity, pollutants, organic material, and debris (i.e. contained within an environmentally hardened enclosure).	The Vendor shall describe its solution and how its proposed solution (e.g. hardened enclosure) is protected from the environmental conditions in its Technical Proposal response. An Addendum will be issued to the requirement to read as follows: "All printed circuit boards shall be coated <i>or</i> enclosed to protect the board and components from degradation, humidity, pollutants, organic material, and debris"
44.	Part III, pg.65	4.6.4	Safety <i>Item 398</i>	Can E-ZPass Group clarify the applicability of this requirement to the different classes of tolling installation? Can E-ZPass provide traceability for these limits?	Regarding the first question, the requirement applies to all lane types of tolling installations.

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					Regarding the traceability, the E-ZPass agencies reserve the right to independently verify these requirements at any time.
45.	Part III, pg.66	4.6.6	Reliability <i>Item 403.b</i>	Please clarify whether this is in lieu or in addition to analysis under MIL-HDBK-217F.	Requirement 403b is intended to demonstrate the design of Proposers product in order to meet MTBF requirements. 403c is the calculation of the MTBF for each subsystem, assembly and components.
46.	Part III, pg.47 & 71	3.8.5 & 4.9.5	Operational Certification <i>Item 283.c, 435.a</i>	<p>Can the E-ZPass Group confirm that the only ORT test cases which require use of 4 lanes are 2001 and 2006? If true, is it correct that shoulders are not necessary in these test cases?</p> <p>Will E-ZPass Group provide vehicle platoon configurations for these tests?</p> <p>Test case 1001 indicates Special Vehicle in Table 2.5 first instance but not in second instance. Should this be in both tables?</p> <p>Will E-ZPass Group specify specific tag types/products for use during the testing? Will there be a designated agency or agencies from which to procure these tag types?</p> <p>Motorcycle is listed as part of standard vehicles. Should this be in specialty vehicles? It is unclear how to install three single protocol tags on motorcycle.</p>	<p>Regarding question 1, Please refer to Attachment 4- IAG Test Plan, Grid Notation as outlined in the Test Scripts. No, shoulders are not required.</p> <p>Regarding question 2, Yes. Please refer to the revised Attachment 4- IAG Test Plan in the Test Scripts. An Addendum will be issued to provide a updated Attachment 4- IAG Test Plan.</p> <p>Regarding question 3, Test case 1001, the "Y" for special vehicles will be removed from the table. An Addendum will be issued to update the table in Attachment 4 – IAG Test Plan.</p> <p>Regarding question 4, part 1, The Vendors shall provide tag types and products to meet the Requirements and conduct tests in accordance with Attachment 4 – IAG Test Plan. Regarding question 4, part 2, No.</p> <p>Regarding question 5, motorcycles shall be tested with standard vehicles. Single protocol tags can be installed as determined for each test.</p>
47.	Part III, pg.73	4.11	Reader Factory Testing <i>Item 446.a</i>	Can E-ZPass Group clarify the required scope of First Article Testing? Does it include re-test to all Environmental, Regulatory, Protocol, and Operational requirements?	<p>Regarding Question 1, The First Article Testing includes Environmental, Regulatory, Protocol, and Operational requirements.</p> <p>Regarding Question 2, Yes. The Vendor may provide documentation by an independent third party for exactly</p>

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					the same make, model, version of the Production Equipment.
48.	Part V, 30	4.04	IP Representations	This provision of the RFP requires the Vendor to make a number of reps and warrants regarding Intellectual Property, and specifically in paragraph (d), you are asking for a rep and warrant that a vendor has not been involved in any suits pertaining to the Equipment. As there is current pending litigation that the E-ZPass Member Agencies have been previously notified of involving the Equipment desired by the E-ZPass Member Agencies, it is interpreted that those two vendors may not submit a bid. While this suit in no way prevents Vendors from competing and providing Equipment under this Procurement, the suit(s), regardless of their merit, prevents acceptance of this clause. In the interest of open and fair competition for all interested bidders now, or in the future, we request that section (d) be replaced with language that simply requires disclosure of any suits, if applicable.	No. This section is intended to require disclosures by Proposers including those within current pending litigation. In the event a Vendor is unable to make this representation, the Vendor shall disclose and provide an explanation of all claims, investigations, suit, etc., that meet the criteria above. An Addendum will be issued to clarify this section.
49.	Part I, Page 4	2.1	Proposal Schedule	The proposer would like to present the E-ZPass Group and NCTA with a well prepared and competitive response to this RFP. The level of effort required to sufficiently prepare a response is significant, especially for smaller organizations. Due to this, the proposer respectfully requests that the "Proposal Due" date is extended to August 13 th , 2021.	Please refer to response in question 2.
50.	Part I, Page 4	2.1	Proposal Schedule	The proposer respectfully requests that the "Proposer Validation Testing" period is extended by two months to November 15 th , 2021. Our concern is that scheduling testing facilities and the necessary IAG representatives will be challenging in a relatively short time period.	No change will be made at this time. If the testing cannot be completed during this time, the E-ZPass group will evaluate increasing the duration of the Product Certification Test period.
51.	Part IV, Page 2	2	Proposal Format	Due to ongoing testing and development, functional transponder samples may not be available to submit with the proposal. Is it acceptable to submit a non-functional transponder sample with the proposal?	Yes. However, a functional transponder shall be provided prior to the start of the Product Certification Tests. An Addendum will be issued to clarify this Requirement.
52.	Part III, Page 37	3.7.1	Handheld Reader	The requirement for a TDM or SeGo battery powered HandHeld Reader was not anticipated and, as the RFP is currently written, would prevent a proposer that does not have a battery powered HandHeld TDM or SeGo reader from offering a TDM or SeGo transponder product.	Yes. The Requirement will be updated.

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				Proposer requests that the requirement for a Handheld Reader that can read the TDM or SeGo protocols be changed from a "shall" to a "may/should".	
53.	Part III, Page 46	3.8.5 (278(g))	Operational Certification	This section indicates that Attachment 4 identifies approved Readers for testing. However, Attachment 4 does not include these details. Proposer requests clarification on approved readers for testing.	The Approved Readers will be described in the updated Requirements. An Addendum will be issued to update this Requirement.
54.	Part III, Page 46	3.8.5 (278(g))	Operational Certification	TDM readers that are currently approved by the E-ZPass Group are not available for purchase in the open market for individual sale. Proposer requests that the E-ZPass Group or NCTA provides a list of sources willing or able to sell approved readers for TDM certification testing.	The E-ZPass group will work with Proposers to identify an E-ZPass member for Proposers to purchase existing Readers for Transponder testing. This information is not available this time.
55.	Part III, Page 29	3.2.10 (169(a))	Transponder Warranty	The RFP indicates that the battery life shall be at least equivalent to the warranty period. In the case of the Interior Portable and Exterior Hard-Case transponders, the warranty period is 10 years. However, there are no details regarding the amount or time of use for the transponder. For example, in order to properly determine the battery requirements, we need to understand the time in the RF field of the number of expected capture-zone transitions per year. The proposer requests that additional usage details are provided so that the proper battery can be selected.	The Transponders read zone time varies by each E-ZPass member. No additional information is available at this time.
56.	Part I, Page 11	2.23(c)(1)	Equipment Certification	Is it possible to combine Validation Testing for transponder variants that are virtually identical to a parent product? For example, if a parent product is identical to a variant except for an LED or a switch, it seems redundant and cost prohibitive to require full Validation Testing for all variants. As a reference, there is language like this for the reader in section 4.9.5(433(c)). It would be helpful if there was similar language for the transponder.	Yes. For example, 3.8.5(281) allows for consolidation of testing different transponder variants during the Validation Testing. However, all changes shall be described in the Vendor proposal. Any differences may be subject to Product Certification Tests by the E-ZPass Group.
57.	Part 1, Page 10	2.23(b)	Proposal Evaluation	The RFP indicates that The Proposer may be deemed non-responsive for any Requirements noted as "shall" that are not noted as compliant. However, the proposer may not be submitting products for consideration that are listed as "shall" in the requirements matrix. For example, the proposer may not be submitting a TDM or SeGo transponder for certification. In this case, how does the proposer	A revised compliance table will be provided with additional instructions on how to address those Requirements not applicable to the Proposers solution.

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				properly indicate in the requirements matrix that a particular product is not being submitted?	
58.	Part III, Page 29	3.2.10(169(a)), (170(a))	Transponder Warranty	<p>This section specifies that the transponder warranty shall include repair or replacement for "any reason" during the warranty period.</p> <p>The term "any reason" is very broad and implies an unlimited and unconditional guarantee. For example, an end-user may damage the transponder prior to installation causing it to not function.</p> <p>The proposer requests that the term "any reason" is replaced with standard warranty terms provided by the proposer.</p>	If the Vendor has any proposed clarifications to its product warranty, the Proposer shall state it in its Proposal response.
59.	Part III, Page 66	4.7(404(b))	Reader Warranty	<p>This section specifies that the reader warranty shall include repair or replacement for "any reason" during the warranty period.</p> <p>The term "any reason" is very broad and implies an unlimited and unconditional guarantee. For example, a vehicle could physically impact the reader causing it to not function.</p> <p>The proposer requests that the term "any reason" is replaced with standard warranty terms provided by the proposer.</p>	If the Vendor has any proposed clarifications to its product warranty, the Proposer shall state it in its Proposal response.
60.	Part III, Page 27	3.2.5.2(156)	Transponder Delivery	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Retail Value is the proposer's contracted product value for the specific fiscal year.
61.	Part III, Page 37	3.7.1(221)	HandHeld Reader	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Please refer to response in Question 60.
62.	Part III, Page 40	3.7.2(231)	Transponder Programmer	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Please refer to response in Question 60.

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63.	Part III, Page 42	3.7.3(244)	Transponder Tester	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Please refer to response in Question 60.
64.	Part III, Page 42	3.7.5(250)	Support Devices Warranty & Maintenance	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Please refer to response in Question 60.
65.	Part III, Page 73	4.10(445)	Reader Orders and Delivery	This section indicates that liquidated damages are calculated based on a percentage of the "retail value" of the product. Can you please clarify the definition of the "retail value" of the product?	Please refer to response in Question 60.
66.	Part III, Page 49	4.2.1(292)	Reader Functional Requirements	This section refers to a "Transponder Reporting Zone" and asks to describe the relation of the "Transponder Reporting Zone" to the "Capture Zone". Can you please clarify the definition of the "Transponder Reporting Zone" and how it is different than the "Capture Zone"?	An Addendum will be issued to clarify the definitions of the Transponder Reporting Zone and the Capture Zone.
67.	Part V, Page 25	Article 4.01	Proprietary Rights	Is it the intent of the E-ZPass Group to acquire intellectual property rights to the Vendors pre-existing or evolving proprietary equipment, designs, documentation, materials, etc.? Please clarify that existing and evolving intellectual property developed by the vendor at its own expense, and properly declared and annotated as such remain the property of the Vendor.	Regarding the first question, No. Regarding the clarification, existing intellectual property developed by the vendor at its own expense, and properly declared and annotated as such remain the property of the Vendor.
68.	EXHIBIT A-7	Pages 66 – 357	E-ZPass Group Member Terms and Conditions	Please confirm that the terms and conditions for the various E-ZPass Group Members are provided at this time for information only and that the forms themselves are not to be completed as part of this initial proposal.	Yes. However, The Vendor shall comply with all forms provided and all Responsive Vendors must complete any necessary forms for each E-ZPass member prior to the issuance of a Purchase Order.
69.	Part V, Page 58	Article 8.08	Liquidated Damages	This liquidated damages provision is extremely broadly written and does not provide the extent or amounts or limits on the liquidated damages that could/will be imposed for late delivery of equipment or services. This wide-open wording imposes an unknown level of financial risk on a vendor. Such risk would, by necessity, impact the pricing of equipment and services offered. It is suggested that liquidated, if required, be defined in a table showing a relationship between time and liquidated damages amounts for unexcused delays and that liquidated damages be	No change will be made.

#	Page	Section	Section Description	Proposer Question	Response
				<p>limited to only be applicable when the delay creates an actual financial impact on the E-ZPass member.</p> <p>Alternatively, liquidated damages should be negotiated between the vendor and E-ZPass member at the time of order.</p>	
70.	Part III, Page 57	4.4.2(339(c))	Lane/Zone Controller Protocol	This section talks about "Initialization/Reinitialization". Can you please define these terms?	The terms Initialization/reinitialization refer to commands provided by a lane/zone controller to re-start or reset its services between the Reader and the lane/zone controller.
71.	Part III, Page 57	4.4.2(339(d))	Lane/Zone Controller Protocol	This section talks about "Startup/Shutdown". Can you please define these terms? For example, does this mean the same thing as "Power Up" or "Power Down"? If so, can you elaborate on this requirement?	Yes, this means the same as Power up or Power Down. There may be instances where it is a reboot/reset that does not require complete power off cycle.
72.	Part III, Page 57	4.4.2(339(l))	Lane/Zone Controller Protocol	Proposer requests that this requirement is changed to permit solicited <u>or</u> unsolicited heartbeat messages.	Yes. An Addendum will be issued to clarify this requirement.
73.	Part III, Page 62	4.6.1(373(i))	Operating Environment	The proposer requests that the maximum operating temperature range is reduced from +165 F to 158 F.	Please refer to response to Question 42.
74.	Part III, Page 66	4.6.6(403(f))	Reliability	Proposer requests that the "Telcordia SR-332, Issue 4" MTBF calculation method is permitted as an alternative to the "MIL-HDBK-217F" calculation method for MTBF.	Yes. An Addendum will be issued to clarify this requirement.
75.	Part III, Page 82	5.6(498(a))	Remote Support Services	<p>Maintaining the 24 hour a day, 7 days per week remote support service described in this section is a significant effort. This seems like a requirement for a large integrated system support contract as opposed to a reader product contract.</p> <p>For example, if an E-ZPass group member purchases a single reader, the Vendor would be obliged to staff a 24/7 support line to support that single reader sale. It seems unreasonable to mandate this level of support at no additional cost. If this section is left as-is, the Vendor would need to substantially increase the cost of the reader to fund the remote support requirement.</p>	Requirement 498. a states that remote support shall be available. Further clarification is provided that the remedy or action plan be provided within a 24-hour period of the inquiry. Many E-ZPass Member systems require 24-7 support. No change will be made to the RFP.

#	Page	Section	Section Description	Proposer Question	Response
				The proposer requests that this section is priced separately and in addition to reader costs. Another alternative would be to make this section optional.	
76.	Part IV, Page 5	3.2.2	Maximum Pricing Form	Can the vendor assume that the maximum unit price is for a quantity of one (1)?	No. The maximum unit price should be the maximum price the proposer anticipates charging for their minimum order quantity for that item. e.g. for readers, one would be a reasonable minimum order quantity. For transponders this would likely be a higher number. The minimum order quantity should be entered in the "Unit" column of the maximum price table." An Addendum will be issued to clarify this Requirement.