

# **TRANSPONDER MANAGEMENT & FULFILLMENT**

## **REQUEST FOR PROPOSALS**

### **Addendum No. I**

Issued March 1, 2024

This is an addendum to the Transponder Management & Fulfillment Request for Proposals (RFP) offered by the North Carolina Turnpike Authority.

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

- Section A - Official log of Proposers' questions and NCTA's responses
- Section B – Official revisions to the Transponder Management & Fulfillment RFP

All other terms, conditions and requirements of the original RFP dated February 8, 2024, remain unchanged unless modified by this Addendum.

## Section A: Official Log of Proposers' questions and NCTA's responses

Below are the answers to questions submitted in response to the above referenced RFP.

#	Page	Section	Section Description	Proposer Question	NCTA Response
1.	NCTA Transponder RFP 1.0: PDF page 28	Section 3.2.1a Part 1, Page 23 of 31	“All Sections listed in <b>Table 1-2</b> (Cover Letter, Executive Summary, Proposal Sections 1 – 7) shall be a separate *.pdf file.”	Are the deliverable PDFs a single large PDF file or 9 individual PDF files, one per each row of Table 1-2?	RFP Part I, Section 3.2, Item #1 states: “All Sections listed in <i>Table 1-2</i> shall be a separate .pdf file.”
2.	N/A	N/A	General Question	Retail package pricing is included in the E-ZPass contract. How will these be reconciled if pricing in the RFP response differs?	Unless NCTA requirements differ from the E-ZPass contract requirements, both values should match. NCTA has also requested ‘optional style’ pricing which was not part of the E-ZPass contract.
3.	Part I, pg. 17	2. Schedule	Table I-1: Procurement Schedule	Would NCTA extend the proposal due date to April 15 <sup>th</sup> ?	Yes. Per this Addendum 01, NCTA has pushed out the Procurement Schedule dates, which includes the Technical Proposal due date extension to April 15, 2024 by 4:00 PM EST.  <u>Note:</u> To see all schedule updates, please reference the latest version of the RFP on the <a href="#">NCTA Connect Site</a> .
4.	Part I, pg. 17	2. Schedule	Table I-1: Procurement Schedule	Would NCTA allow for a second round of clarifying questions?	Per this Addendum 01, NCTA has modified the Procurement Schedule. It now includes a second round of Proposer Questions due on March 11, 2024 by 4:00 PM EST.  <u>Note:</u> To see all schedule updates, reference the latest version of the RFP on the <a href="#">NCTA Connect Site</a> .

**Section A: Official Log of Proposers' questions and NCTA's responses**

#	Page	Section	Section Description	Proposer Question	NCTA Response
5.	Part I, pg. 17	3.1 Content of Technical Proposal	Table 1-2: Technical Proposal Page Limitations	May vendors include a title page and table of contents at the beginning of the proposal that do not count against any page limitations?	Yes.
6.	Part I, pg. 21	3.1 Content of Technical Proposal	F. Proposal Section 4: Approach to Operations Implementation	Would NCTA allow user level access to their current back office system to facilitate direct data entry of transponder assignments and tacking information?	NCTA expects all data entry via API. Additional data exchange elements can be finalized during the ICD design phase.
7.	Part I, 22 of 31	3.1 Content of Technical Proposal	G. Proposal Section 5: Approach to Managing Program Growth, Quality, Continuous Improvement, Cost Control, and Innovation	Is there a certain number of retailers that are anticipated?	NCTA does not have an estimated number of Retailers at this time. NCTA's goal is to work with the successful Proposer ('Contractor') upon Contract award to develop a marketing and roll-out plan that will initially call for starting small and adding retailers smartly.
8.	Part III, pg. 12	4.1 Transponder Fulfillment	Requirement ID #75	Packaging is to be approved by NCTA. As prices may vary greatly depending on the agency requirements, will these be selected prior to the price phase?	In Attachment 4, NCTA has provided mock-ups of the generic packaging expected to be used and priced for this RFP. NCTA Approval will mainly be needed for the graphics and/or presentation of the packaging for these generic packages. The Proposer is also encouraged to provide 'optional style' packaging concepts which will require more in-depth NCTA Approval. While the Proposer will be required to provide pricing for any 'optional style' packaging, the per unit pricing for these optional styles will not be factored into the Proposer's pricing and will be discussed as needed.

**Section A: Official Log of Proposers' questions and NCTA's responses**

#	Page	Section	Section Description	Proposer Question	NCTA Response
9.	Part III, pg. 12	4.1 Transponder Fulfillment	Requirement ID #77	The Contractor shall be reimbursed for all distribution costs between NC Quick Pass storefronts and Retailers, including postage, as pass-through costs. What will be considered a pass through?	NCTA will reimburse the Contractor for preapproved expenses to ship and deliver transponder inventory to authorized Retailers. Shipping methods will be determined with Contractors.
10.	Part III, pg. 15	5. Retail Distribution of Transponders	Retail Distribution of Transponders	Would NCTA please clarify financial arrangements: - In the retail environment, who purchases transponders from manufacturers? - Who do retailers pay and on what terms for inventory?	The Retailer orders transponders from NCTA, pays for them to NCTA, and then 're-sells' the transponders to the public. The Contractor will be sending the prepackaged transponders to the Retailers – like a 'wholesaler'.
11.	Part III, Pg. 20	10.1 Performance Measurement and Liquidated Damages	Performance requirements	Please reconsider KPI requirements of 100%, as this value is unrealistic in many cases as several have no time limits and no allowance for outside issues, such as delayed inventory by others, mail issues, supply chain issues (COVID), etc.	The KPIs will remain unchanged. There are four KPIs that specifically require 100%: <ul style="list-style-type: none"> <li>• P1(B) - Customer fulfillment timeliness</li> <li>• P2 – Customer fulfillment accuracy</li> <li>• P5 – Retail fulfillment timeliness</li> <li>• P6 – Returned item timeliness</li> </ul> <p>NCTA has structured the KPIs to emphasize the need for prompt and accurate customer service. NCTA understands there are, on occasion, circumstances outside the Contractor's control that will prevent the Contractor from achieving 100% compliance. In those cases, the Contractor shall request a KPI waiver after documenting the exception circumstances or conditions that led</p>

**Section A: Official Log of Proposers' questions and NCTA's responses**

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					to the Contractor's missing the KPI. NCTA will not unreasonably withhold waiver approvals.
12.	Part III, Pg. 22	Performance Measurement and Liquidated Damages	P.6 Undeliverable Transponders	The current API provided in the RFP does not address the ability to update a fulfillment as returned from the shipping carrier. This prevents any automation around reporting the bad address to the NC CBOS, and any ability to resolve bad addresses that are provided to the Contractor by external parties. Is there a plan to update the API to enable this information to be sent back to the CBOS to clear a returned transponder?	NCTA expects all data entry via API. Additional data exchange elements can be finalized during the ICD design phase.
13.	Part IV	All	Terms and Conditions	Would the agency consider restructuring the contract to be more in line with a services program; with material changes to the ownership/intangible rights, warranty/performance matters, revenue loss, contractor coordination, defects, guaranty, and other similar provisions? The current contract would need substantial modification to create a commercially reasonable services-based contract.	Per this Addendum 01, NCTA has removed provisions deemed not applicable to a services program.  <u>Note:</u> To see these changes, reference the latest version of the RFP on the <a href="#">NCTA Connect Site</a> .
14.	12	1.3 NCTA Toll Program	NC Quick Pass Back Office System Technology and Operations	Can the successful vendor request improvements made in the CBOS to make it more user friendly?	This request is unrelated to the Transponder Management & Fulfillment RFP Scope of Work.
15.	59	4.1 Transponder Fulfillment	Requirements 76 and 77	What is the postage process requested? Are vendors expected to handle all packaging for shipping in-house?	With regard to postage, the Proposer shall outline clearly in their response how they intend to perform the Work required of this RFP, including shipping services. If the successful Proposer ('Contractor') will be

**Section A: Official Log of Proposers' questions and NCTA's responses**

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					performing in-house shipping, then a prefunded postage account is preferred, and the Contractor shall manage this postage account balance as required by the RFP. If the Contractor will be utilizing a third-party shipper, then the postage process may be via pass-through expenses to NCTA. Ultimately NCTA is seeking the most cost-effective process that ensures timely receipt of transponders by our customers. Upon Contract award, NCTA and the Contractor will finalize these details.
16.	63	6 Retail Transponder Packaging		Does NCTA intend this vendor to be involved in the activation of transponders at any point?	No. The activation can be done through the NC Quick Pass website or by NC Quick Pass CSC operator.
17.				Are the retailers / LPAs responsible for inventory counts and physical management once inventory is received on-site?	Yes.
18.	n/a	n/a	n/a	Are there strategies in place to raise awareness of the transponders presence in retail stores to help increase the adoption rate and use of the transponder?	Yes. There will be marketing campaigns to accomplish both.
19.	n/a	n/a	n/a	How many retail stores are expected?	Please refer to the response for Question #7.
20.	n/a	n/a	n/a	How can a retail store qualify to become authorized to sell the transponder?	NCTA is expecting Proposers for this RFP to be well-versed in engaging retailers. NCTA will work with the successful proposer in developing a marketing plan which will include the retailer criteria. At a minimum, the expectation is that the Retailer serves

**Section A: Official Log of Proposers' questions and NCTA's responses**

#	Page	Section	Section Description	Proposer Question	NCTA Response
					a customer base shared with NC Quick Pass, has retail space available, and system functionality to process payments and manage inventory.
21.	n/a	n/a	n/a	What will be the process in place for the retail store to purchase and replenish their inventory, is it online or facilitated through a fulfillment group at the call center?	The process for Retailers to purchase transponders will be facilitated through the Back-Office system. The Contractor will be trained on the process in order to train Retailers to use this function to request additional transponders. The expectation is that orders placed will be fulfilled by the Contractor.
22.	n/a	n/a	n/a	Will the technology and processes used to activate and register the transponders remain the same?	Yes.
23.	n/a	n/a	n/a	Is the retail store going to be trained on handling customer service queries related to the transponder or will this remain as per the current process?	NCTA does not expect Retailers to handle account management of NC Quick Pass accounts. Retailers will have the opportunity to sell transponders.
24.	n/a	n/a	n/a	Will the retail store get a refund for defective sticker tags (transponders)? If yes, is the current system capable of facilitating this transaction?	The current process with the NCTA transponder manufacturer does not require replacement of defective transponders. Instead, the manufacturer supplies an overage of 2% to each sticker order placed. NCTA expects the Contractor to develop SOPs to establish procedures for Retailers to replace defective stickers to customers that purchased the transponder from that location.
25.	n/a	n/a	n/a	Can the tags be sold at a different price by the retail store compared to the price set by NCTA?	Yes. However, NCTA will set the maximum sale price for the transponder.

**Section A: Official Log of Proposers' questions and NCTA's responses**

#	Page	Section	Section Description	Proposer Question	NCTA Response
26.	n/a	n/a	n/a	<p>Is there a current process in place to work with the manufacturer or is this managed outside of the scope of this RFP?                      *Interested in understanding if there is a requirement to work directly with the manufacturer. The process specifically we are asking to confirm is whether there's a process in scope, or considered for transponders that might be defective (DOA) and need to be returned to the transponder manufacturer.</p>	<p>Yes. NCTA expects the Contractor to coordinate with the manufacturer for transponder orders placed on behalf of NCTA. SOPs for defective transponders will be developed based on manufacturer requirements.</p>
27.	n/a	n/a	n/a	<p>Will there be any restrictions as to how the tags will be positioned in the retail store? Will it be accessible to everyone that walks in or locked in a safe location to prevent theft etc.?</p>	<p>NCTA will use the recommendation and expertise of the Contractor to make the final decision on these areas.</p>



## Section B: Official revisions to the Transponder Management & Fulfillment RFP

**REVISIONS:** Following are the revisions to the RFP documents (Deletions are shown in red text ~~strikeout~~ mode and additions are in red underlined text).

1) RFP cover page has been modified as follows:

<p><b>Technical Proposal Due Date</b>  <del>March</del> <u>April</u> 15, 2024 (4:00 p.m. EDT)</p> <p><b>Physical Delivery Address:</b>            NC Quick Pass            200 Sorrell Grove Church Rd, Suite A            Morrisville, NC 27560            Attn: Eliza Davis</p> <p><b>Issue Date:</b> February 8, 2024</p> <p><u>Updated through Addendum 1 (March 1, 2024)</u></p>
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2) Part I Administrative, Section 2.1 Schedule, *Table I-1: Procurement Schedule* has been modified as follows:

**Table I-1: Procurement Schedule**

Milestone	Date
RFP Issued	February 8, 2024
Mandatory Pre-Proposal Scope of Services Meeting	February 19, 2024 (11:00 a.m. to 12:00 p.m. EDT)  Interested parties are required to email the NCTA contact noted in <b>Part I, Administrative</b> , Section 1.5, to register for the meeting. The meeting will be held online via web conference. The meeting may be recorded by NCTA and all attendees must state name so the company may be counted present. See further details below.
Proposer Questions Due <u>(Round 1)</u>	February 23, 2024 (4:00 p.m. EDT)
NCTA Response to Questions <u>(Round 1)</u>	<del>March 1, 2024</del> <del>March 4, 2024</del>
<u>Proposer Questions Due (Round 2)</u>	<u>March 11, 2024 (4:00 p.m. EDT)</u>
Technical Proposals Due	<del>March</del> <u>April</u> 15, 2024 (4:00 p.m. EDT)
Oral Interviews & Presentations ( <i>Proposers to be notified as to the specific schedule within the time identified</i> )	<del>May 13 – May 14, 2024</del> <del>Week of April 15, 2024</del>
Notification of Proposers Shortlisted	<del>May 21, 2024</del> <del>April 22, 2024</del>
Price Proposals Due ( <i>Only Shortlisted Proposers will submit a Price Proposal</i> )	<del>April</del> <u>May</u> 29, 2024 (4:00 p.m. EDT)
Ranking of Proposers for Negotiations	<del>Week of June 4, 2024</del> <del>May 6, 2024</del>
BAFO ( <i>if needed</i> )	<del>Week of June 10, 2024</del> <del>Week of May 13, 2024</del>
Notice of Award	<del>Week of June 10, 2024</del> <del>Week of May 13, 2024</del>

## Section B: Official revisions to the Transponder Management & Fulfillment RFP

3) Part IV Terms and Conditions, Section 1.6.1 has been modified as follows:

**1.6.1 Warranties**

~~1. Contractor warrants to NCTA that all items furnished will be new (unless otherwise specifically requested in this RFP), of good material and workmanship, and Contractor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of NCTA's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to NCTA. This statement is not intended to limit any additional coverage, which may normally be associated with a product. Contractor shall assign to NCTA all third-party warranties applicable to such Deliverables. Contractor warrants that NCTA has all rights necessary to utilize all Deliverables for their intended purpose free from all third-party claims.~~

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

~~3. UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS SECTION 1.6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.~~

4) Part IV Terms and Conditions, Section 1.6.2 Intellectual Proposer Warranty and Indemnity has been fully removed: see below.

## Section B: Official revisions to the Transponder Management & Fulfillment RFP

### ~~1.6.2 Intellectual Property Warranty and Indemnity:~~

~~Contractor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent pending invention, article, device or appliance delivered in connection with the Contract.~~

- ~~1. Contractor warrants to the best of its knowledge that:
  - ~~a. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and~~
  - ~~b. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;~~~~
- ~~2. Should any Deliverables supplied by Contractor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Contractor, shall at its option and expense, either procure for the State the right to continue using the Deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Contractor's judgment, or if further use shall be prevented by injunction, the Contractor agrees to cease provision of any affected Deliverables and refund any sums the State has paid Contractor and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such Deliverables due to infringement issues makes the retention of other items acquired from the Contractor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and  
Contractor agrees to refund any sums the State paid for unused Services or Deliverables.~~
- ~~3. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Deliverables supplied by the Contractor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - ~~a. That the Contractor shall be notified within a reasonable time in writing by the State of any such claim; and~~
  - ~~b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.~~~~
- ~~4. Contractor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Contractor-branded Deliverables or services, or from the continued use of the Deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.~~

- 5) Under Part IV Terms and Conditions, Section 1.6, the subsection 'Data Accuracy' has been renumbered to now be Section 1.6.2; see below.

### ~~1.6.3~~ **1.6.2 Data Accuracy**

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

- 6) The last two subsections found under Part IV Terms and Conditions, Section 1.6, have been removed; see below.

## Section B: Official revisions to the Transponder Management & Fulfillment RFP

### ~~1.6.4 Pervasive Defects~~

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

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

### ~~1.6.5 General Guaranty~~

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

- 7) The introduction paragraph under Part IV Terms and Conditions, Section 3.6 has been removed; see below.

### **3.6 STATE PROPERTY AND INTANGIBLE RIGHTS**

~~The parties acknowledge and agree that NCTA shall own all right, title and interest in and to the copyright in any and all software, technical information, specifications, drawings, records, documentation, data and other Work products first originated and prepared by the Contractor for delivery to the State (the "Deliverables"). To the extent that any Contractor Technology is contained in any of the Deliverables, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's internal business purposes. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative Works thereof, or other Work products provided by NCTA to the Contractor. NCTA hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to non-confidential Deliverables first originated and prepared by the Contractor for delivery to NCTA.~~

- 8) Part IV Terms and Conditions, Section 3.6.1 Patent, Copyright, and Trade Secret Protection has been removed; see below.

## Section B: Official revisions to the Transponder Management & Fulfillment RFP

### 3.6.1 Patent, Copyright, and Trade Secret Protection

- ~~1. Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for NCTA, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and Software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Deliverables including any derivative Works, the Contractor hereby grants NCTA a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Deliverables for NCTA's purposes.~~
- ~~2. Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all Software, technical information, specifications, drawings, records, Documentation, data or derivative Works thereof, or other Work products provided by NCTA to Contractor. NCTA hereby grants Contractor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Contractor's internal use to non-confidential Deliverables originated and prepared by the Contractor for delivery to NCTA.~~
- ~~3. The Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the services or Deliverables supplied by the Contractor, or the operation of such Deliverables pursuant to a current version of Contractor-supplied Software, infringes a patent, or copyright or violates a trade secret in the United States. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
  - ~~a. That the Contractor shall be notified within a reasonable time in writing by NCTA of any such claim; and,~~
  - ~~b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that NCTA shall have the option to participate in such action at its own expense.~~~~
- ~~4. Should any services or software supplied by Contractor, or the operation thereof become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, NCTA shall permit the Contractor, at its option and expense, either to procure for NCTA the right to continue using the goods/Hardware or Software, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such goods/Hardware or Software by NCTA shall be prevented by injunction, the Contractor agrees to take back such goods/Hardware or Software, and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage and make every reasonable effort to assist NCTA in procuring substitute Deliverables. If, in the sole opinion of NCTA, the return of such infringing Deliverables makes the retention of other items of Deliverables acquired from the Contractor under this Contract impractical, NCTA shall then have the option of terminating the Contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums NCTA has paid Contractor less any reasonable amount for use or damage.~~
- ~~5. Contractor will not be required to defend or indemnify NCTA if any claim by a third party against NCTA for infringement or misappropriation (i) results from the NCTA's alteration of any Contractor-branded product or Deliverable, or (ii) results from the continued use of the good(s) or Services and Deliverables after receiving Notice they infringe a trade secret of a third party.~~
- ~~6. Nothing stated herein, however, shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights.~~

- 9) Due to the removal of the Section above, Section 3.6.2 Data Security, found under Part IV Terms and Conditions, has been renumbered to be Section 3.6.1 Data Security; see below.

## Section B: Official revisions to the Transponder Management & Fulfillment RFP

### 3-6-23.6.1 Data Security

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

10) In **Exhibit A: Project Implementation Schedule**, two (2) Projected Start dates were modified as follows:

- a. *\*Note:* For the latest version, reference the *Exhibits – Addendum 01* document found on the [NCTA Connect Site](#).

Exhibit A - Project Implementation Schedule		
Major Milestone Description	Projected Start	Projected End
Operations Implementation Phase		
Notice to Proceed (NTP)	<del>Week of June 17, 2024</del> Week of May 20, 2024	--
Project Kickoff Meeting	<del>June 2024</del> May 2024	--
Project Planning Documentation (Project Schedule, Program Management Plan, and QMP)		15 Calendar Days after NTP
<b>NCTA CBOS Interface Development &amp; Testing</b>	15 Calendar Days after Project Kickoff Meeting	60 Calendar Days after NCTA CBOS Interface Development & Testing begins
Interface Design Workshop with NCTA CBOS	TBD	
Finalize Interface Control Document (ICD)	TBD	
NCTA CBOS Testing	TBD	
<b>Documentation &amp; Training</b>		
Completion & NCTA Approval of: Operations Plan, Transition Plan, SOPs, Physical Inventory Recon Report, Succession Plan	--	45 Calendar Days Prior to 'Go-Live'
Staff Training Complete	--	30 Calendar Days Prior to 'Go-Live'
<b>Transponder Management &amp; Fulfillment 'Go-Live'</b>	--	90 Calendar Days after NTP
<b>On-Going Operations Phase</b>	'Go-Live'	End of Contract Term