

Appendix A: Scope of Work

Bay Area Toll Authority

Regional Customer Service Center

May 25, 2012

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Attachment K – Express Lanes Interface Control Document

Attachment L – BATA Collections Interface Control Document

1 GENERAL DESCRIPTION OF PROJECT RESPONSIBILITIES

The Contractor shall provide the staff, equipment, software, Systems, facilities, supplies, and Services to design (including migration from the existing system), build, operate, and maintain a Regional Customer Service Center (RCSC) for the Bay Area Toll Authority (BATA) in accordance with this Scope of Work. The Contractor shall provide full services at the RCSC, which shall be fully operational on July 1, 2014. The operations and maintenance period shall be for five years until June 30, 2019. The operations and maintenance period may be extended annually at BATA's option for up to ten years until June 30, 2029.

The System provided shall support all of the back office activities associated with electronic toll collection such as Customer account management, call answering, website services, financial management, reciprocity, , transactions processing, reconciliations, Pay-by-Plate transactions, License Plate transactions, invoice processing, violations processing, and marketing services (such as FasTrak® user guides and brochures). The Scope of Work shall also include interfacing with the various Bay Area Toll Facilities which include the BATA Toll Facilities, Express Lane Facilities, the Golden Gate Bridge, California Toll Operators Committee (CTOC) Interoperable toll agencies, and non-toll facilities (SFO Airport Parking) and all other third parties, such as the Cash Payment Network, that have agreements with BATA.

The Contractor shall also staff and operate the Walk-In Center and provide support for other Satellite Walk-In Centers and special events. The Contractor shall, where applicable, engineer, customize, furnish, install, integrate, deploy, and test all of the equipment and software that is required to provide the RCSC operations and functionality described in this document.

The Contractor shall secure and protect all personally identifiable information to which it has access in connection with this project in accordance with the Contract Terms and Conditions. Among other requirements, the Contractor shall not disclose, distribute or make available to any third party the names, addresses, or any other personally identifiable information of FasTrak account holders or customers without their express consent except as required to comply with laws or legal processes served on BATA.

Transaction processing, call answering, payment processing, CTOC file transfers, Toll Tag status updates, Toll Tag file downloads, account replenishments, data storage and archiving, website services, Interactive Voice Response (IVR) setup and interface, Toll Tag inventory control system and ordering, account notice generation and distribution, image review, invoice and violations processing, performance measurements and invoice preparation, and system administration and maintenance management shall be performed at the RCSC location in the Bay Area.

The Contractor shall furnish the appropriate hardware to execute the customized software that provides the required functionality at the specified performance levels. Appropriate security measures shall be implemented and demonstrated to the satisfaction of BATA to assure the integrity of BATA's data and personally identifiable information (PII) policies.

The Contractor shall provide software to monitor the operations of the RCSC call center, and assure access and accuracy of the IVR call center statistics, training of CSR staff, and performance audits on an approved schedule using randomly recorded calls in addition to complying with other performance requirements presented herein.

The Contractor shall provide automated account management services in support of the FasTrak® electronic toll collection system, including Application processing, account initiation, payment processing, statement, notice and invoice generation and distribution, Toll Tag distribution and inventory control, correspondence handling, and deposit and account reconciliation.

The RCSC shall meet the following top-level requirements:

- 1) Provide a multifaceted operation with multiple means of Customer access.
- 2) Provide efficient and accurate processing of all FasTrak® toll, non-toll, and image-based transactions.
- 3) Provide high system accuracy, reliability, and maintainability.
- 4) Provide data security, integrity, and accountability.
- 5) Track and report on issued Toll Tags, Toll Tag deposits, FasTrak® transactions, account replenishments, refunds, and account balances.
- 6) Support full and complete reconciliation of all FasTrak® transactions.
- 7) Comply with all CTOC rules and regulations to foster reciprocity of Toll Tag and transaction data.
- 8) Provide high quality customer service.
- 9) Provide a set of financial statements which shall be fully auditable by BATA's outside auditors.

The Contractor shall be responsible for any software customization, design engineering, hardware and equipment installation, integration and configuration, testing, operations, database management, system administration, and maintenance of the System to provide a fully functional and operational RCSC that meets, or exceeds, the requirements that are presented in this document.

The successful Contractor shall be responsible for working in partnership with BATA's staff and consultants to provide all requirements and deliverables defined herein. Over the course of the Contract term, the Contractor shall be responsible for utilizing and complying with the most recent CTOC Technical Specifications for Interagency Electronic Data Interchange (currently Rev. G.4.1) in support of full interoperability with other CTOC member agencies, all Interface Control Documents (ICD), security policies, and Payment Card Industry (PCI) requirements.

BATA's preference is for a delivered RCSC solution, whereby the requirements of this Scope of Work are met by a System delivered to and operated in BATA facilities; however, BATA will consider hosted or other solutions to the requirements of this Scope of Work if presented as an alternative which may result in cost savings to BATA.

2 SUMMARY OF FUNCTIONAL RCSC REQUIREMENTS

The major functional requirements for establishing and operating a RCSC for BATA shall consist of the following:

2.1 Account Management

The System shall include, as a minimum, the following functions related to FasTrak® account management and compliance with current PCI requirements:

- 1) Customer Account Functions – Create and maintain prepaid and post paid Customer accounts via walk-in, mail, fax, phone, or Web.
- 2) Customer Communications – Receive and respond to account inquires via walk-in, mail, phone, or Web.
- 3) Customer Disputes – Receive toll charge disputes via walk-in, mail, phone, fax, or Web. Respond to disputes via mail, phone, or Web.
- 4) Customer Applications and User Guides – Provide the ability to download Applications and user guides for personal and commercial Customers from the Web.
- 5) Replenishment/Account Status – Provide the functionality to process cash, credit card, Automatic Clearing House (ACH), and check payments manually as well as automatically via automatic-replenishment and automatic post-pay features.
- 6) Customer Statements – Produce and notify Customers by email that their statements are ready for viewing or download from the Web. Distribute statements by mail to those Customers that request a paper statement or a statement on disk.
- 7) Credit Card Notices – Produce and distribute Customer correspondence related to credit card expiration, declined transactions, and replenishment adjustments by mail or by email.
- 8) Toll Tag Management – Perform Toll Tag inventory control, testing, distribution, and retail tracking.
- 9) Report Capability – Provide detailed reporting to document all account and Toll Tag activity.
- 10) Credit Card Processing Security – Provide the ability to determine by username the authorization to view an entire credit card number. Credit card numbers shall be encrypted in the System in accordance with industry-standard encryption standards and PCI standards.
- 11) Retailer Account Management – Provide the functionality for Toll Tag retailers to establish a retail account, log into their account to view the status of pending Toll Tag orders, place additional orders, or cancel unfulfilled orders.
- 12) Cash Payment Network – Provide the functionality for customers to pay through a third party payment network a retail locations for all customer amounts owing.
- 13) Other functions and alternatives proposed by the Contractor.

2.2 Financial Management

The System shall include, at a minimum, the following functions related to financial management:

- 1) Accounting Features – Develop and utilize an internal financial accounting system consistent with generally accepted accounting principles (GAAP) that includes a multi-account general ledger.

- 2) Account Mapping – Provide general ledger account mapping for all transactions having financial impact.
- 3) Financial Statements – Provide GAAP compliance statements for inclusion in BATA financials and audited by BATA’s audit firm.
- 4) Internal Controls – Provide control measures for business processing and IT processing subject to periodic review by BATA.
- 5) Credit Card Clearinghouse – Provide credit card clearing functions.
- 6) Report Capability – Provide reports for financial audit, batch control totals, checks and balances, and revenue reconciliation.

2.3 Reciprocity

The System shall include, at a minimum, the following functions related to reciprocity with the CTOC toll agencies:

- 1) Host System Interface File Specifications – Create, receive, and process Toll Tag status files from all away CTOC agencies for transmission between the RCSC and the various Bay Area toll and non-toll facilities’ host computers.
- 2) CTOC Interface File Specifications – Create, receive, and process all files as specified in CTOC Technical Specifications for Interagency Electronic Data Interchange (currently Rev. G.4.1) or the current version at time of implementation.
- 3) CTOC Report Specification – Create, receive, and process revenue settlement reports for reciprocal transactions between BATA and the other CTOC member agencies.
- 4) Cost Sharing Settlement – Provide functionality to perform settlement among CTOC agencies for credit card costs and any other transaction fees that may be established for reciprocal transactions.
- 5) Reciprocity Agent – Provide a point of contact to be responsible for tracking and reconciling reciprocal transactions and revenues due to and owed by BATA.

The Contractor shall support settlements with other CTOC members on behalf of BATA.

2.4 Transaction Processing

The System shall receive and process all toll and non-toll transactions sent to the RCSC from the host computers of the various Bay Area toll facilities, non-toll facilities (i.e. SFO Airport), and other CTOC FasTrak® interoperable agencies in accordance with the approved Interface Control Documents (ICDs). Transactions shall be processed and posted to accounts in accordance with the RCSC operational, functional, and performance requirements described herein and in accordance with the Contractor’s System Design Document (SDD) approved by BATA. A transaction processing module shall process files containing transaction records received from each host computer.

The Contractor shall provide, at a minimum, the following functions associated with processing FasTrak® toll and non-toll transactions:

- 1) FasTrak® Toll Transactions – Process all Toll Tag transactions received from Bay Area toll facilities and CTOC agencies. Apply the appropriate toll and post the transaction information to the proper account or place it in the appropriate CTOC transaction file.
- 2) FasTrak® Non-Toll Transactions – Process all Toll Tag non-toll transactions received from the SFO Airport Parking facility or other non-toll parking facilities.

The Contractor shall provide, at a minimum, the following functions associated with processing image-based transactions:

- 1) Image Review and Processing – Review and process all License Plate images from all Bay Area toll facilities to identify plate number, plate type, and state of issue.
- 2) Pay-by-Plate Processing – Match and post image-based transactions to Customer FasTrak® or License Plate accounts. Apply the appropriate fare and processing fee.
- 3) Rental/Fleet Vehicle Processing – Process transactions incurred by rental car agencies and fleets according to the terms of the existing agreements with BATA and the existing ICD.
- 4) Vehicle Registered Owner Identification – Identify the vehicle’s registered owner’s name and address for all License Plate transactions not posted as a Pay-by-Plate transaction. Establish interface with the California Department of Motor Vehicles (DMV) and other out-of-state DMVs or third party entities.
- 5) Registered Owner Account Match – Add plate information and toll transaction(s) to Customer account where the name and address returned by the DMV lookup matches the Customer’s name and address according to business rules approved by BATA.
- 6) One-Time Payment (Customer Initiated) – Process a Customer initiated cash or check payment, or cash payment network payment or accept a credit card for limited-term post payment in advance of an image-based transaction being processed.
- 7) Invoice Processing – Generate invoices to registered owners of the vehicles identified for image-based transactions who do not have a FasTrak® or License Plate tolling account for facilities that enable post-paid invoice tolling.
- 8) Violations Processing – Identify and process all unpaid image-based transactions or unpaid invoice transactions as toll violations, according to the specific facility’s tolling policy. Provide the capability to perform the tracking of violation notices, creating aging reports, and entering payments and adjustments for the violation notices generated by the system.
- 9) Disputes and Contests – Perform investigative reviews and process all violation disputes or contests in accordance with the California Vehicle Code and BATA’s business rules.
- 10) California Vehicle Registration Holds – Establish an agreement and interface with the California DMV for the processing of vehicle registration holds and releases.
- 11) Third Party Collections – Forward negative balance FasTrak® accounts and unpaid toll violations not on DMV hold, to BATA's designated collection agency. The system shall have the ability to accept payments from the collection agency and post them to the appropriate account. Record any additional fees or interest that result from collections activity, and reconcile all activities between the RCSC and the collection agency.

2.5 System Interfaces

The System shall include, at a minimum, the following functions associated with the various system interfaces:

- 1) Interface with the Bay Area Toll and Non-Toll Facilities – Process, create, and forward FasTrak® Toll Tag status files to the various facility host computers. Accept Toll Tag and image-based transaction files from the various facility host computers.
- 2) Interface to CTOC Agencies – Exchange FasTrak® and pay-by-plate transaction files as well as Toll Tag status files with all CTOC agencies.
- 3) Interface to Credit Card Clearinghouse – Obtain authorization for initial deposit(s), account replenishment charges, and payments using credit/debit cards.
- 4) Interface to Bank – Make initial deposits, account replenishment charges, and payments via ACH and transfer funds from other banks as appropriate.
- 5) Interface to Lockbox – Process check payments and credit card payments received via mail.
- 6) Interface to DMVs – Through the BATA network connection to the California DMV, obtain registered owner's name and mailing address for image-based transactions from the California DMV and out-of-state DMVs or an appropriate third-party entity or entities to obtain out-of-state registered owner's name and mailing address.
- 7) Interface to Third Party Collections – Forward negative balance FasTrak® accounts, and unpaid toll violations not on DMV hold, to BATA's designated collection agency.
- 8) Interface to Cash Payment Network – Process payments received from third party payment network retail locations.
- 9) Reporting – Create reports to monitor the interfaces between the various systems.

2.6 Communications

The Contractor shall provide software for the System that will allow BATA's Customers to communicate with the RCSC via mail, fax, phone, Web, and an Interactive Voice Response (IVR) System.

3 TECHNICAL CUSTOMER SERVICE CENTER REQUIREMENTS

3.1 General Requirements

The Contractor shall provide software, hardware, and any other equipment with the functionality to support the RCSC administrative tasks as well as operational tasks at the Walk-In Center(s). The intended users of the RCSC software will be system administrators, supervisors, managers, and Customer Service Representatives (CSRs) authorized to perform various RCSC tasks.

The RCSC shall house the computer equipment required to provide all of the RCSC functions described in the following sections including phone system, Customer information retrieval, account creation and maintenance, auditing, adjustments, reporting, violation processing, file management, communications and archiving.

3.1.1 SYSTEM ACCURACY, RELIABILITY, MAINTAINABILITY, FLEXIBILITY, AND SCALABILITY

The Contractor shall ensure RCSC system maintainability, accuracy, reliability, security, and availability over the term of the Contract. The System shall satisfy, at a minimum, the following requirements:

- 1) The System shall support RCSC operations over the life of the project:
 - a) Accommodate up to five million toll tags in circulation
 - b) Accommodate up to three million Customer accounts
 - c) Process up to 1,000,000 (one million) toll transactions per day
 - d) Process up to 50% of transactions as image-based transactions
 - e) Support up to 100 concurrent BATA and Bay Area toll agency users
- 2) The System shall provide availability according to KPI in Section 3.24.
- 3) The Contractor shall utilize a maintenance management system for responding to System hardware and software problems.
- 4) The System shall allow scheduled preventive maintenance (PM) activities to be performed while the system is online. PM actions shall be transparent to RCSC operations and not introduce any degradation in System performance.

3.1.2 DATA AND FINANCIAL SECURITY, INTEGRITY, AND ACCOUNTABILITY

The System shall include features to assure the security and integrity of all data collected and processed by the RCSC. The System shall accurately and correctly process 100% of all data collected. The System shall employ redundancy as needed to meet the required availability and functionality requirements and to protect against data loss and data corruption. Data loss includes the loss of any account data, deposits, payment information, transaction history, any system configuration or operational information, or any other information that would negatively affect operations of the RCSC. Communication transmissions shall employ reliable means of confirming sent data is accurately received.

The System shall be designed to protect against data loss caused by equipment malfunction and failure, inadequate data storage capacity, communication loss, power outage, voltage drop or surges, extreme temperatures, deletion by unqualified and unauthorized users, or software attacks (i.e., rogue users/hackers, virus attacks, etc.).

The System shall employ an integrated and comprehensive anti-spam and anti-virus protection system. The System shall provide varying user-access levels that are assigned by a qualified system administrator. System access by the CSR shall be limited to only those functions needed to perform their assigned work. CSR screens shall not display credit card numbers. Other operations staff shall have, at a minimum, read-only access to all account, transaction, violation, and CTOC data and the ability to write notes or comments to the account database to reflect conversations and/or correspondence with system account holders.

Any modifications to data (records) shall be made as adjustment entries with all actions recorded to a retrievable chronological log that includes notations to support System audits. The System screens shall support this adjustment feature in both entry and review modes such that

adjustments made to the data are readily available. The name and user ID of the person making the adjustment as well as the date, time, workstation, and specific notation that was made shall accompany each adjustment record. This component feature shall be assignable to user-access levels by the system administrator.

3.1.3 PHYSICAL SECURITY

The Contractor shall be responsible for the physical security of the RCSC facilities and all property within it. The Contractor shall provide for security at all RCSC facilities, as appropriate to the RCSC location. The Contractor shall utilize all necessary security measures and devices, such as site access controls, safe or vault, surveillance cameras, environmental controls, data security, inventory security, software security, and internal controls that will safeguard the Contractor's operations, including money and other assets located at the RCSC facilities. In addition, the Contractor shall provide for adequate security practices associated with the receipt, storage, and transfer of money.

3.1.4 OBLIGATION TO CUSTOMERS AND AGENCIES

The Contractor shall cooperate with BATA, the Bay Area toll agencies, and individuals in matters relating to electronic toll collection and the Regional Customer Service Center. This involves not only performing the tasks necessary to meet explicit requirements but also responding to BATA and agency requests and Customer or patron inquiries. These matters are considered to be part of a Contractor's normal obligations. These obligations include but are not limited to:

- 1) The Contractor shall devote scheduled and unscheduled time and effort working with BATA and the toll agencies and their auditors throughout the project to review reports, analyze data, resolve issues, facilitate understanding of programs, policies and procedures, respond to inquiries from patrons or the public, deal with unique situations, ensure the accountability and financial integrity of the system, and report to BATA and the toll agencies on any such matters.
- 2) The Contractor shall cooperate with reciprocal toll agencies or their representatives to discuss or identify problems and/or inefficiencies and to take action to resolve these issues. Many issues related to reciprocity are the subjects of the California Toll Operators Committee (CTOC) meetings. If requested by BATA, the Contractor shall provide a qualified representative(s) to participate in CTOC meetings and to supply or review information related to meeting topics if necessary.
- 3) The Contractor shall provide courteous, timely, and informed service to Customers and patrons of electronic toll collection in California. This service may involve resolving issues with reciprocal agencies and require a Customer Service Representative (CSR) to identify the various California agencies to the patron, explain reciprocity, and direct questions to the proper resource. To this end CSR's must attend an initial in-house training course and subsequent refresher seminars, conducted by Contractor, to ensure that information given to Customers and patrons is relevant and accurate.
- 4) The Contractor shall have the fiduciary duty to track, report, and transfer all revenue due to BATA and any other Agencies. Any loss of revenue under control and responsibility of the Contractor shall be reported and reimbursed to BATA and the affected toll agencies by the Contractor within 30 days of the loss being discovered. The Contractor shall promptly report

to BATA any known or suspected instance of fraud, theft, illegal activity, or significant errors occurring at the RCSC or associated with the operations of the RCSC and its employees.

- 5) The Contractor shall handle Personally Identifiable Information (PII) in accordance with the BATA privacy policy, Contract terms and conditions and all state and federal laws.

3.1.5 BATA AND TOLL AGENCY ACCESS

BATA and the Bay Area toll agencies shall be provided with remote, read-only access to all account, transaction, violation, and CTOC data and system reports for up to 100 concurrent users. These 100 users shall be in addition to the number of RCSC users required for Contractor staff. BATA and toll agencies will provide workstations for remote access. Contractor shall provide any necessary software, installation procedure, and assistance as required.

BATA shall be granted unrestricted access to the RCSC facilities. BATA shall have the right to inspect the facilities at any time and shall have full access for any purpose including internal audit and general observation or monitoring.

3.1.6 TRACKING AND REPORTING

The System shall provide the necessary functionality to track Toll Tag inventory levels and assignment to individual accounts, Toll Tag deposits and account balances comprised of initial balance deposits, transactions, replenishments or payments, adjustments, fees, surcharges, and refunds.

The RCSC operations shall track changes in Toll Tag inventory levels and generate a purchase order to BATA for additional Toll Tags when levels reach a configurable reorder threshold.

The System shall track the necessary transaction and user account data to generate correspondence that is mailed to Customers, such as no balance and no activity letters and credit card expiration letters. The System shall also generate scheduled and ad hoc reports to support the business operation and the informational needs of management, accounting, auditing, and RCSC operations personnel.

3.1.7 RECONCILIATION

The System shall support the daily reconciliation of changes in account balances resulting from the opening of an account with the required deposits, the closing of an account involving the refund of the outstanding balance and deposit, account replenishments and payments posted to the account, the posting of toll and non-toll transactions, adjustments, and assessment of fees.

The Walk-In Center shall accept cash in addition to credit cards, debit cards, checks, money orders, and traveler's checks to establish an initial account balance or to make a payment on an account or pay a violation. Daily deposits shall be reconciled with changes in account balances on an aggregate basis and for each acceptable payment type. Deposits made to BATA's bank by operations staff and electronically by the credit card processing companies shall be reconciled with counted and verified cash and credit card receipts.

3.1.8 CTOC RULES AND REGULATIONS

The System shall be fully interoperable and in compliance with all CTOC policies and procedures in accordance with the most recent versions of all CTOC documentation. The

System shall also support all of the BATA's business rules that are presented in Attachment E – CTOC Interagency Electronic Data Interchange Specifications. The System shall process multiagency toll data in compliance with CTOC rules and regulations and exchange transaction and Toll Tag data, and payment requests with interoperable agencies through the CTOC support structure and specifications requirements.

The Contractor shall keep current with the most recent published CTOC specifications to ensure full interoperability and reciprocity with all other CTOC member agencies, at no additional cost to BATA (the most recent CTOC Technical Specifications for Interagency Electronic Data Interchange is currently Rev. G.4.1). The System shall include an interface with a reciprocity server to send and receive valid FasTrak® transactions, Pay-by-Plate transactions, Tag Status Files and License Plate Files to and from CTOC member agencies at configurable time intervals.

The CTOC Technical Specifications for Interagency Electronic Data Interchange document defines the formats for all reports which shall be transmitted between Customer Service Centers belonging to CTOC agencies.

The CTOC settlement reports define a standard set of documents for the purpose of supporting the transfer of funds between agencies served by different CSCs. The documents define a suggested set of reports that can be used by agencies to reconcile prepaid tolls and expected toll revenue. The Contractor shall provide the functionality to determine the credit card and other cost settlement among CTOC agencies and shall prepare a monthly statement.

3.1.9 DATA STORAGE

The Contractor shall perform an analysis to determine the data storage requirements to accommodate the requirements in section 3.1.1. Thirty Six (36) months of account statements, online transactional, violation, and image-based tolling data shall be stored online for CSR access. Thirty six (36) months of violation and image-based toll images shall be accessible online for CSR's. All customers shall be able to get the previous twelve months of account activity on the web.

Data shall be moved to offline electronic storage after a configurable period of time but no less than twelve (12) months except for data required by the operating system, applications, tools, and utility software executing on the server. A high capacity, compact, data storage media shall be employed for offline storage. For minimum data storage sizing purposes, the System shall be capable of storing three (3) years of account, violations, and maintenance data online, and archive up to seven (7) years of this data offline.

3.2 Facility

3.2.1 GENERAL FACILITY REQUIREMENTS

The Contractor shall operate the Walk-in Facility, RCSC, and Call Center at the BATA building located at 390 Main Street, San Francisco, California.

The Bay Area Headquarters Authority (BAHA) is the owner of the 390 Main Street building. The Contractor shall specify the square footage of the operations center. A server room on a separate floor will be available. Storefront space may be available at street level. The Contractor shall specify size and requirements of the server room and a street level Walk-In Center.

The Contractor shall compensate BATA monthly for facility space at the 390 Main Street building at a price to be determined by BAHA prior to contract execution. The compensation shall be a separate line item.

It is anticipated that the Contractor will be able to occupy the space in Fall 2013 to begin any tenant improvements.

Upon execution of the Contract, the Contractor shall comply with the lease terms and price established by BAHA's building manager of the 390 Main Street building. The Contractor shall also coordinate with BATA's building design and construction contractors as necessary for space programming, IT infrastructure, tenant improvements, or other requirements.

The Contractor shall perform all necessary tenant improvements with BATA's approval. The Contractor shall perform all tenant improvements in accordance with the Project Stabilization Agreement provided in Attachment A.

The Contractor shall provide all furnishings, fixtures, equipment, communications, hardware, signage, materials, permits, licenses, supplies, and staff necessary for the operation of the facility.

The Contractor shall provide only new furnishings, fixtures, equipment, communications, hardware, and signage.

The Contractor shall ensure that all facilities are ADA compliant.

The Contractor shall provide BATA-approved signage visible for passing traffic.

The Walk-in Facility shall display BATA approved Customer materials.

The Walk-in Facility shall have at least one self-service kiosk where the Customer can perform all tasks that are available on the website.

The Walk-in Facility shall have at least one projection screen or television monitor where instructional and informational videos can be viewed by Customers.

The Contractor shall procure all assets on behalf of BATA.

BATA shall have the option to retain ownership of all assets at the end of the Contract or have the Contractor dispose of the assets at BATA's direction.

The Contractor shall clearly identify services it proposes to perform outside the BATA-provided facility. BATA shall have the right to review agreements establishing services performed off-site, to make site visits, and to deny the use of such off-site services at its sole discretion. BATA shall be entitled to rescind previously granted decisions regarding off-site services with 30 days notice to the Contractor at any time during the Contract.

3.2.1.1 Hours of Operation

The Walk-In Facility and Call Center shall be open to Customers from 8:30 AM to 5:30 PM, Monday through Friday, and 9:00 AM to 1:00 PM on Saturdays.

The RCSC shall operate from 8:30 AM to 5:30 PM, Monday through Friday, and have necessary staff available to support the Walk-In Center and Call Center during additional hours of operation. The Contractor may observe the following holidays only, provided advanced notification is given to Customers:

- 1) New Year's Day
- 2) Martin Luther King Day
- 3) President's Day
- 4) César Chavez Day
- 5) Memorial Day
- 6) Independence Day
- 7) Labor Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Day After Thanksgiving
- 11) Christmas Day

BATA, in its sole discretion, may change hours of operation and observed holidays.

3.2.2 WALK-IN SERVICES PROVIDED

The Contractor shall provide full Customer service functions at the Walk-in Facility including but not limited to the following tasks:

- 1) Obtain a FasTrak® and License Plate Application.
- 2) Obtain Customer materials.
- 3) Receive general information regarding toll facilities and non-toll services.
- 4) Open a FasTrak® or License Plate account.
- 5) Obtain, return, or exchange a Toll Tag.
- 6) Replenish or make payments to a FasTrak®, License Plate, or toll violation account.
- 7) Obtain a copy of FasTrak® or License Plate statement, toll violation(s), or other correspondence.
- 8) Change/convert account types.
- 9) Make changes to a FasTrak®, License Plate, or violation account.
- 10) Close a FasTrak®, License Plate, or violation account.
- 11) Resolve all account and/or transaction issues.
- 12) Contest a toll violation, invoice, parking fee, License Plate transaction, or FasTrak®
Languages Services
- 13) Pay DMV Hold fees and settle violations on DMV Hold, and obtain an abstract (manual DMV Hold Release).
- 14) Provide a secure area to hold administrative reviews

The Contractor shall provide services to Customer in English, Spanish, Chinese, and Vietnamese.

The Contractor shall make foreign language services available in both conversational and selected written forms and other Customer service material, as provided by BATA. The conversational requirement may be met by the provision of staff fluent in the serviced languages or by a "language line" service.

3.2.3 FUNDS HANDLING SERVICES

The Contractor shall be responsible for all funds related to the operation.

The Contractor shall ensure that all funds are maintained in a secure fashion minimizing the risk of theft or loss.

3.2.3.1 Start Fund

The Contractor shall provide the cash start fund required to make change with Customers.

The Contractor shall replace all shortage of funds and increase or decrease the start fund over the course of operations as becomes prudent and necessary.

3.2.3.2 Daily Reconciliation and Deposit

The Contractor shall perform daily reconciliation of funds and accounts.

The Contractor shall report any reconciliation differences to BATA.

The Contractor shall prepare all funds for deposit at the close of business.

The Contractor shall enter into an agreement with a BATA-approved armored service to pick-up daily deposits from all facilities for delivery to BATA's bank and deposit into BATA-designated accounts.

3.2.4 SATELLITE WALK-IN FACILITIES

During the term of the Contract, BATA may request a proposal from the Contractor for the establishment of one or more Satellite Walk-in Facilities with varying scopes of services

Upon request from BATA, the Contractor shall provide an estimated cost for the additional Satellite Walk-in Facilities.

The System developed for the RCSC shall support full CSR functionality at the Satellite Walk-in location(s).

3.2.5 SPECIAL EVENT SUPPORT

BATA may, from time to time during the course of this Contract, support special events within the nine-county Bay Area (such as county fairs, promotional events, or other functions).

Typically, these events include the set-up and staffing of an informational table with BATA literature and FasTrak® information and Applications.

The Contractor shall staff up to four (4) one-day special events per year at the direction of BATA with capabilities to allow online account sign up.

3.2.6 ENHANCEMENTS AND EXPANDED FUNCTIONS

The design of the System shall not include the ability to add additional toll or non-toll functions to the system. At some time during the contract, BATA may request the Contractor to submit a proposal to incorporate new functions such as management or support of Clipper® services. Clipper® is a regional smartcard fare payment system used on various Bay Area transit systems and operated by the Metropolitan Transportation Commission (for additional information regarding Clipper®, see the MTC's website www.mtc.ca.gov).

3.3 Customer Accounts

The Contractor shall establish and maintain all Customer accounts.

3.3.1 ACCOUNT ESTABLISHMENT

3.3.1.1 Account Identifiers

The Contractor may employ a new account numbering system as long as the change is transparent to existing Customers and appropriate cross-referencing from old account numbers to new account numbers is maintained for Customer convenience.

The System shall require each account to have a unique account number, PIN, username, and password.

The System shall retain and use legacy account numbers, PINs, usernames, and passwords for existing accounts after conversion.

The System shall generate sequential account numbers.

The System shall have the ability to assign a unique series of account numbers by account type.

The System shall allow the account holder to establish a four-digit PIN, username, and password at the time of account establishment.

The System shall require the account holder to use a username and password when accessing their account on the Web.

The System shall require a Customer to input their PIN for Customer verification when contacting the call center by phone, either to speak to a Customer Service Representative or performing certain activities via the IVR.

The System shall integrate standard industry and PCI protocol into the PIN, username, and password issuance, management, and usage.

3.3.1.2 Account Applications

BATA will design printed Applications and terms and conditions in English, Spanish, Chinese, and Vietnamese and provide print-ready files of Applications. There may be different applications for varying account types.

The Contractor shall print and maintain a sufficient level of printed Applications in each language.

The Contractor shall submit proof Applications to BATA for review and approval prior to printing.

The Contractor shall make printed Applications available at toll booths, the Walk-in Facility, BATA offices, and other remote locations designated by BATA.

The Contractor shall fulfill Customer requests for printed Applications.

The System shall allow a Customer to request a printed Application by phone (including an Interactive Voice Response (IVR) option and automated fax-back), email, mail, fax, or via the website.

The System shall provide Applications for download in PDF form (in English, Spanish, Chinese, and Vietnamese) on the website.

3.3.1.3 Account Opening Methods

The Contractor shall allow a Customer to open an account by mail, fax, in-person at Walk-in Facilities, by phone, and on the website.

- 1) Via Mail – The Contractor shall enter an Application received in the mail into the System, open the account, and mail the requested number of Toll Tags by the close of business on the following business day.
- 2) Via Walk-in Facility – The Contractor shall allow a Customer to fill out a printed Application and provide the information to the CSR. The Contractor shall issue the requested number of Toll Tags to the Customer during the same visit. The Contractor shall allow a Customer to establish an account at a walk-in facility by activating a Toll Tag that was purchased at a retail outlet.
- 3) Via Phone – The Contractor shall accept and enter into the System the information required to open an account while the Customer is on the phone. The Contractor shall mail the requested number of Toll Tags by the close of business on the following business day. The Contractor shall allow a Customer to establish an account on the phone and activate a Toll Tag purchased at a retail outlet.
- 4) Via Website – The Contractor shall allow a Customer to complete an Application on the website with immediate account opening confirmation. The Contractor shall mail the requested number of Toll Tags by the close of business on the following business day. The Contractor shall allow a Customer to establish an account on the website and activate a Toll Tag purchased at a retail outlet.
- 5) Via Fax – The Contractor shall enter an Application received by fax into the System, open the account, and mail the requested number of Toll Tags by the close of business on the following business day.

3.3.1.4 Account Types

The System shall allow for various Account and Sub-Account Types.

The System shall be configured so that a specific Account and Sub-Account type dictates account and toll processing policies.

The System shall clearly display the Account Type and Sub-Account Type on each account.

The System shall be configured in such a manner that certain Account Types are only valid on specified facilities.

The System shall include, but not be limited to, the following Account Types:

- 1) FasTrak®
- 2) License-Plate
- 3) Limited term One-Time Payment License Plate accounts

The System shall include, but not be limited to, the following FasTrak® Sub-Account types:

- 1) Individual
- 2) Business
- 3) Non-revenue-statewide
- 4) Non-revenue-specified facilities only

The System shall include, but not be limited to, the following License Plate Sub-Account Types:

- 1) Auto-Replenish (Approved Rental and Fleet)
- 2) Post Paid
- 3) Prepaid Balance

The current facility business rules for Account Types are shown in Table 1: Accounts Type by Facility.

Account Type	BATA/ Caltrans Bridges	Golden Gate Bridge	Express Lanes	CTOC	SFO Parking
FasTrak® Individual	X	X	X	X	X
FasTrak® Business	X	X	X	X	X
FasTrak® Non-revenue-statewide	X	X	X	X	X
FasTrak® Non-revenue- specified facilities only	X	X	X	X	X
License-Plate Auto Replenish (Approved Rental and Fleet)	X	X	X		
License-Plate Post Paid	X	X			
License Plate Prepaid	X	X			
One Time Payment	X	X			

Table 1: Accounts Type by Facility

The System shall be easily configurable to allow for the change of Account Type assignment by facility over time.

3.3.1.5 Account Opening Payment Options

The Contractor shall make available the payment options shown in Table 2: Account Opening Payment Options for each method of Customer enrollment.

Method	Cash	Visa, MasterCard, Discover, American Express	Check, Cashier's Check, Traveler's Check, or Money Order	Automated Clearing House (ACH or Electronic Check)	Cash Payment Network
Mail	No	Yes	Yes	Yes	No
Walk-in	Yes	Yes	Yes	Yes	No
Phone	No	Yes	No	Yes	No
Web	No	Yes	No	Yes	No

Table 2: Account Opening Payment Options

3.3.1.6 Account Opening Payment Amounts

3.3.1.6.1 *FasTrak® Account Opening Payment Amounts*

The System shall provide user-configurable parameters for account deposit requirements by Account Type and Sub-Account Type.

The System shall support the account deposits shown in Table 3: Account Deposits by Number of Toll Tags.

FasTrak® Account Type	Prepaid Toll Balance	Toll Tag Deposit
Prepaid Private and Business-Cash/Check	\$50 x # of tags	\$20 x # of Toll Tags
Prepaid Private and Business-Credit Card/ACH	\$25 x # of tags	First three have no deposit, \$20 for each thereafter
Retail Account-Unregistered	Balance after holding \$20	\$20
Retail Account-Registered as Cash	Balance after holding \$20	\$20
Retail Account-Registered as Credit Card or ACH	Entire purchase amount	\$0
Non-Revenue	Configurable based on individual agreements with BATA.	Configurable based on individual agreements with BATA.

Table 3: Account Deposits by Number of Toll Tags

The System shall track and report on funds held as prepaid tolls separately from funds held as Toll Tag deposits with separate traceable general ledger accounts.

The System shall be configurable to allow for the direct sale of individual Toll Tags to Customers.

The System shall be configurable to allow for the assessment of sales tax on the sale of individual Toll Tags.

In the event that BATA sells Toll Tags to Customers in the future, the Contractor shall provide all information necessary for BATA to file the necessary sales tax returns prescribed by then-current law.

The System shall allow a Customer to open an account with promotional funds provided by others through a promotional code or similar method.

The System shall accommodate promotional programs, track promotional balances, and create invoices for promotional providers.

The System shall be configured to allow for promotional funds provided by promotional partners to be added to individual accounts.

The Contractor shall be responsible for calculating, tracking, applying, invoicing, and collecting for promotional funds.

3.3.1.6.2 License-Plate Account Opening Payment Requirements

The System shall not require an opening payment for Post paid License Plate accounts.

The System shall require that Post paid License Plate accounts have a credit card on file prior to opening.

The System shall charge Post paid accounts as toll transactions and process each through the System, without maintaining a balance.

The System shall require an opening payment, chosen by the Customer, for Prepaid License Plate accounts.

The System shall require that an account be created prior to accepting a cash payment network payment.

3.3.1.7 Account Information Required

At the time of enrollment, specific information is required to open an account. Other information is requested and preferred, but not required.

The System shall be configurable as to the information that is required or optional by Account Type and Sub-Account Type.

The System shall be configurable as to the number of vehicle plates which may be included on an account by Account Type and Sub-Account Type.

The Contractor shall accept plate files for rental, fleet, or non-revenue accounts via an electronic file and import them into the associated account.

The System shall store the required and optional account information shown in Table 4: Account Information by FasTrak® Account Type.

Category	Item	Individual Account Required	Individual Account Optional	Business Account Required	Business Account Optional
Demographics	First Name	X		X	
	Middle Initial		X		X

	Last Name	X		X	
	Suffix		X		X
	Business Name			X	
	Mailing Address	X		X	
	Email Address	X (Web only)		X	
	Day Phone	X		X	
	Evening Phone		X		X
	Cell Phone		X		X
	Fax Number		X		X
Credit Card Accounts (may change to conform with PCI ¹)	Name (as on Credit Card)	X		X	
	Credit Card Type	X		X	
	Credit Card Number	X		X	
	Expiration Date	X		X	
	Three Digit Security Code	X		X	
	Signature (non-Web)	X		X	
	Secondary Credit Card				
	Name (as on Credit Card)		X		X
	Credit Card Type		X		X
	Credit Card Number		X		X
	Expiration Date		X		X
	Three Digit Security Code		X		X
ACH Information (may change to conform with NACHA ²)	Signature (electronic or wet signature)	X		X	
	Account Number	X		X	
Vehicle Information (may change to conform with California codes)	Vehicle License Plate, State and Plate Type		X		X
	Vehicle Make/Model		X		X
	Vehicle Year		X		X
	Plate Start and End Effective Date and Time		X		X
Other Information (may change to conform with Privacy Policy)	Username	X (Web only)		X (Web only)	
	Password	X (Web only)		X (Web only)	
	Contact Source (for marketing purposes)		X		X
	Statement Preference (default to email)		X		X
	4-Digit PIN (default to last four of day phone) or as required for security		X		X

	Opt out of San Francisco Airport Parking (Credit Card Only)		X		X
	Opt out of Marketing Communications		X		X
	Opt in to SMS text		X		X

1. Payment Card Industry

2. National Automated Clearinghouse Association

Table 4: Account Information by FasTrak® Account Type

The System shall store the required and optional account information by License-Plate account type shown in Table 5: Account Information by License Plate Account Type.

Category	Item	Post-Paid Required	Post-Paid Optional	Pre-Paid Required	Pre-Paid Optional
Demographics	First Name	X		X	
	Middle Name		X		X
	Last Name	X		X	
	Suffix		X		X
	Business Name		X		X
	Mailing Address	X		X	
	Email Address	X (Web only)		X (Web only)	
	Day Phone	X		X	
	Evening Phone	X		X	
	Cell Phone		X		X
	Fax Number			X	
Credit Card Accounts	Primary Credit Card				
	Name (as on Credit Card)	X			
	Credit Card Type	X			
	Credit Card Number	X			
	Expiration Date	X			
	Three Digit Security Code	X			
	Signature (electronic or wet signature)	X			
	Secondary Credit Card				
	Name (as on Credit Card)		X		
	Credit Card Type		X		
	Credit Card Number		X		

	Expiration Date		X		
	Three Digit Security Code		X		
ACH Information (may change to conform with NACHA)	Name as it Appears on Account	X		X	
	Account Number	X		X	
	Signature (electronic or wet signature)	X		X	
Vehicle Information (may change to conform with California codes)	Vehicle License Plate, State and Plate Type	X		X	
	Vehicle Make/Model	X		X	
	Vehicle Year	X		X	
	Plate Start and End Effective Date and Time	X		X	
Other Information (may change to conform with Privacy Policy)	Username	X (Web only)		X (Web only)	
	Password	X (Web only)		X (Web only)	
	Contact Source		X		X
	Statement Preference (default to email)		X		X
	Account Closure Date		X		X

Table 5: Account Information by License Plate Account Type

The System shall use a United States Postal Service (USPS) certified address verification solution for all account addresses, upon entry into the System, to ensure the account holder address data base conforms to USPS requirements for address standardization.

The System shall compare account addresses to an address correction service database annually and update account records with the most current address available.

3.3.1.8 Toll Tag Kit

The Contractor shall provide all Toll Tag Kit materials with the exception of the following items, which BATA will provide to the Contractor: retail packaging, Toll Tags, and Mylar bags.

The Contractor shall provide all mailing materials for Toll Tag Kits.

The Contractor shall mail or otherwise distribute Toll Tag Kits as dictated by the Customer.

The Contractor shall pay for Toll Tag Kit postage.

To reduce the potential of issuing duplicate materials to the same Customer within the same business-day, the Contractor shall mail multiple Toll Tags together for those account holders requesting more than one Toll Tag during the same business day.

3.3.2 ACCOUNT MAINTENANCE

The Contractor shall perform account maintenance in a manner that is efficient and effective.

3.3.2.1 Account Updates and Changes

Accounts require updates to ensure successful delivery of communication with the account holder, successful and accurate processing of toll, financial, and other transactions, and account holder access via the Web or IVR.

The Contractor shall process updates received in-person, by phone, by fax, over the Web, via IVR, or electronically in real-time.

The Contractor shall process updates received by mail by the close of business the following business day.

The Contractor shall take a proactive approach to ensuring account information is kept current to support a seamless Customer service experience. At a minimum, the Contractor shall:

- 1) Provide advance notification of an expiring credit card on file.
- 2) Send an annual account information review request to each Customer.
- 3) Process returned mail and address updates through a certified service, in addition to providing timely updates of forwarding address information obtained through the USPS.
- 4) Match registered owner information to Customer accounts prior to mailing of toll violation notices or invoices; and, establishing a process for contacting the Customer to confirm the plate update to the account.

The System shall automatically provide an audit trail of all account changes.

The System shall record the CSR, time, and date of the account access and change, the areas accessed, and the changes made.

The System shall record the source of each account change (e.g., phone, mail, Web, SMS text, etc.).

3.3.2.2 Account Conversion

The System shall allow for the conversion of License Plate accounts to FasTrak® accounts.

The System shall allow for the conversion of Invoice accounts to FasTrak® or License Plate accounts.

The System shall allow for the conversion of Violations to FasTrak® or License Plate accounts.

The System shall retain account and transaction history from the License Plate accounts upon conversion to a FasTrak® account.

3.3.2.3 Replenishment Calculation

The System shall identify accounts which are funded by automatic replenishment.

The Contractor shall set the initial replenishment amount and threshold in accordance with BATA's business rules.

The Contractor shall note any changes to an account's replenishment amount or threshold in the System under the Customer's account.

The System shall replenish an account balance when the prepaid account balance reaches a minimum amount (or replenishment threshold).

The System shall automatically replenish accounts with credit card or ACH payment methods.

The System shall require account holders with a cash or check payment method to manually replenish their account balance.

The System shall provide configurable replenishment and threshold amounts to allow for adjustments to business rules.

The System shall allow for an initial replenishment and threshold amount by account type and payment method.

The System shall also allow for regular automated adjustments to the replenishment amount and threshold based on the Customer's average toll usage of the account balance.

The System shall calculate a Customer's average usage over a given period of time and have the ability to adjust the account holder's replenishment amount within a given tolerance level.

The System shall adjust the threshold amount with a change in the replenishment amount.

The System shall notify the Customer via email (or USPS first class mail if a valid email address is not available) when their replenishment amount changes in advance of the change.

The System shall allow for a manual override, by an authorized user, of the replenishment and threshold to no lower than the minimum amount.

Table 6: Current BATA Replenishment Amounts shows the current BATA replenishment amounts (Note, this is an example only, as amounts are configurable and changeable consistent with direction from BATA to the Contractor).

Replenishment Type	Initial Replenishment	Initial Threshold	Calculated Replenishment	Calculated Threshold
Private-Cash/Check	\$40	\$30	Average Monthly Charges (prior three months), \$40 minimum	50% of the Average Monthly Charges, \$30 minimum
Private-Credit Card/ACH	\$25	\$15	Average Monthly Charges (prior three months), \$25 minimum	50% of the Average Monthly Charges (prior three months), \$15 minimum
Business-Cash/Check	\$40	\$30	Average Monthly Charges (prior three months), \$40 minimum	50% of the Average 45-Day Charges, \$30 minimum
Business-Credit Card/ACH	\$25	\$15	Average 45-Day Charges (prior three months), \$25 minimum	Average 45-Day Charges (prior three months), \$15 minimum

Table 6: Current BATA Replenishment Amounts

3.3.2.4 Automatic Replenishments

The Contractor shall provide the interface to the BATA designated credit card processor and prepare all files sent to the BATA credit card processor in accordance with the requirements of the credit card processor and PCI.

The Contractor shall provide the ability for customers to use ACH as a payment mechanism, including the system capability to accept ACH payments, the interface to the Contractor supplied ACH processing provider, and the settlement of all ACH funds to the BATA designated bank accounts.

All funds processed through automatic replenishment shall be deposited into BATA designated accounts.

The Contractor shall note all charge backs in the account holder's FasTrak® account in a searchable and sortable fashion.

The Contractor shall contest all charge backs within the deadline prescribed by the credit card company.

The Contractor shall automatically request and receive updated expiration dates and other card information from the interchange.

The Contractor shall note the result of a charge back contest in the account holder's FasTrak® account in a searchable and sortable fashion.

The System shall automatically process payments via credit card or ACH when the account balance reaches its threshold.

The System shall note a declined charge attempt in the account in a sortable and searchable fashion; and, the account holder shall be notified within one business day by phone, email, or USPS first-class mail.

3.3.2.5 Manual Replenishment

The Contractor shall post checks and cash received by USPS or courier to the account holder's FasTrak® account by the close of business the following business-day.

The Contractor shall post checks and cash received at a Walk-in or Satellite Location to the account holder's FasTrak® account upon receipt.

When accounts replenished by cash or check reach a low balance, the System shall notify the account holder of the need for replenishment by phone, email, or USPS first-class mail.

The System shall also allow for the account holder to be contacted via power or predictive dialing.

The System shall post payments received through the Cash Payment Network upon receipt of the payment verification from the point of payment.

The System shall allow an account holder to check their account balance on the Web, by phone, and by IVR.

The System shall allow cash or check account holders to have the ability to make payments via a credit card or ACH over the phone or on the Web.

The System shall only store credit cards or ACH information provided as one-time payment sources when they are also designated as future automatic replenishment methods.

3.3.2.6 Unpaid Checks/Non-Sufficient Funds

The Contractor shall immediately reverse checks returned by the Bank as unpaid.

The Contractor shall apply insufficient funds fees to accounts with returned checks and reverse the check from the account balance in a manner which allows for traceability to the time, date, and reason for the reversal.

As with all fees, the System shall enable fees to be configurable to any value determined by BATA, and may change in value from time to time, as directed by BATA.

The System shall generate a letter to the Customer informing them of the unpaid check and status of their account on the same day as the reversal posting.

3.3.2.7 Account Status

3.3.2.7.1 FasTrak® Account Status

The Contractor shall proactively assist account holders in maintaining a positive account balance. Proactive procedures shall be in place to prevent an account from reaching or remaining in a Suspended account status and to resolve zero or negative account balances as quickly as possible.

The Contractor shall email (or USPS first class mail where email is not available or valid) and make an outbound phone call to cash account holders whose account balance becomes low.

The Contractor shall email (or USPS first class mail where email is not available or valid or where there was no Customer action in response to initial email) and make an outbound phone call to credit card/ACH account holders whose replenishment attempt is not successful.

The Contractor shall email (or USPS first class mail where email is not available or valid or where there was no Customer action in response to initial email) and make an outbound phone call to all account holders whose account balance becomes zero or negative.

The Contractor shall make at least two attempts to contact the account holder and initiate payment on the account, by various means of communication, within 14 days of an account being placed in Suspended status.

The Contractor shall make at least two additional attempts to contact the account holder and initiate payment on the account, by various means of communication, after 21 days but within 45 days of an account being placed in Suspended status.

The Contractor shall adhere to the business rules, as defined by BATA, with regard to reopening a suspended account that has led to toll violations.

The Contractor shall send all revoked accounts to BATA's designated collections agency within 30 days of the account being placed in Revoked status.

The System shall show the financial status of an account such that it is readily identifiable and tracked by status date.

The System shall update the account status when a change in financial status occurs, according to BATA's business rules.

The System shall show the account status in the Toll Tag status file sent to the lane/plaza/host systems and reciprocal parties. Table 7: FasTrak® Account Statuses for Toll Tag File shows the current account statuses.

Status Label	Account Financial Status	Toll Tag/Lane Status
Active	Account balance greater than threshold	Valid
Low Balance	Account balance is less than threshold <ul style="list-style-type: none"> • Credit card/ACH accounts automatically replenish • Cash/Check accounts receive notification 	Low Balance
Suspended	Account balance is zero or less <ul style="list-style-type: none"> • All accounts receive notification 	Invalid
Revoked	Account balance is zero or less for greater than 90 days	Invalid
Closed (or Closed Pending)	Account has been closed.	Invalid

Table 7: FasTrak® Account Statuses for Toll Tag File

The System shall prevent toll transactions from posting to an account if there is an insufficient or negative balance.

The System shall have the ability to charge the account balance a configurable fee each time an account reaches Suspended status.

The System shall charge the account balance a configurable Toll Tag deposit fee (currently \$20) for each Toll Tag, which is not secured by a prepaid deposit, when a FasTrak® account is suspended.

The System shall track and report on the aging of negative account balances.

The System shall have the ability to assess additional collection fees, as designated by BATA for accounts sent to collections.

3.3.2.7.2 License Plate Account Status

The System shall place Post paid License Plate Accounts in a Suspended status upon decline of the credit card on file.

The System shall place a Prepaid License Plate Account which is opened without a payment in Suspended status.

The System shall place a Prepaid License Plate Account which has no funds in a Suspended status.

The System shall generate an email to a Customer when their account is in a Suspended status.

The System shall prohibit the processing of transaction to a License Plate Account which is in Suspended status.

3.3.2.8 Fees

The System shall charge accounts various configurable fees according to BATA business rules. Fees shall be configurable for Toll Tag status, account usage, account activity, transaction type, by facility, and statement issuance. Table 8: Current Account Fees shows the current account fees.

Fee Type	Fee
Statement Fee	<ul style="list-style-type: none"> • \$1 for monthly paper statements • \$1 for statement regeneration • \$7 for disk (business and commercial)
Bad Check Fee	\$25 per incident
Toll Tag Replacement for lost, stolen or damaged	\$20 per toll Tag

Table 8: Current Account Fees

The System shall provide for other potential, configurable fees including but not limited to:

- 1) Monthly account maintenance fees
- 2) Minimum-use account fees
- 3) Low-use account fees
- 4) Excessive Pay-by-Plate fees
- 5) Per Transaction License Plate fee
- 6) Percent of License Plate transaction toll value fee
- 7) Returned ACH fees
- 8) Account reopen and forced-closure fees
- 9) Paper statement fee

3.3.2.9 Adjustments and Discount Assessments

The Contractor shall research any Customer claims regarding overcharges and make the necessary adjustment in the system.

The System shall allow for adjustments to all charges posted to an account in a manner which is easily traced and tracked.

The System shall have the ability to limit manual adjustments by CSR staff based on roles.

The System shall be configurable to accommodate a variety of account plans and discounts.

The System shall allow for the implementation of discounts based on varying criteria including but not limited to: account type, account plan, facility, transaction location, date and time, transaction volume over a configurable period of time, or any combination thereof. The System shall allow for reporting based on the varying types of discounts and adjustments.

3.3.2.10 Issue Resolution

The Contractor shall establish and maintain an Issues Resolution Group within the RCSC that shall efficiently and effectively resolve account holder issues.

The Contractor shall provide issue resolution regarding all facets of Customer service.

The Contractor shall coordinate with partnering agencies, various Departments of Motor Vehicles, or other BATA Contractors as needed for issue resolution.

3.3.2.11 Account Closure

3.3.2.11.1 FasTrak® Accounts

The Contractor shall immediately close accounts at the request of the account holder. The System shall keep the account in a Closed Pending status for a pre-determined, configurable amount of time to allow for the processing of outstanding charges.

The Contractor shall communicate via email (or by USPS first class mail where email is not available or valid or where there was no Customer action in response to initial email) with the account holder regarding the return of issued Toll Tags prior to closure.

The Contractor shall attempt to recover any resulting negative balances or process any resulting refunds.

The System shall close accounts after an account has remained negative for a pre-determined period of time or after the account has no activity for a pre-determined period of time.

The System shall charge a tag deposit fee to an account on which a Toll Tag remains unreturned after a predetermined period of time.

The System shall apply any existing deposit associated with that account's Toll Tag to the prepaid balance before a refund is issued.

3.3.2.11.2 License Plate Accounts

The System shall accommodate the closure of Post-Paid License Plate accounts after a configurable period of inactivity or a configurable length of time after the credit card on file has declined. (The current business rule is 12 months of inactivity or 30 days following decline).

The System shall accommodate the closure of Pre-Paid License Plate accounts after a configurable period of inactivity or a configurable length of time after the account having no balance on the account. (The current business rule is 12 months of inactivity or 30 days following no balance on the account).

The System shall close a License Plate account at the close of business on the date specified by the Customer. See Attachment B, RCSC Specification Regional Video Tolling and Golden Gate Bridge All Electronic Tolling.

3.3.2.12 Refunds

The Contractor shall process refunds to account holders.

The Contractor shall issue refunds for overpayment for which an account holder requests a refund or after a predetermined period of time for overpayment to toll violation accounts.

The Contractor shall issue refunds as a result of account closures where a remaining positive balance exists on the account after all Toll Tags have been returned or forfeited.

The Contractor shall implement BATA-approved procedures to adequately validate and approve a refund request.

The Contractor may only issue refunds within the dollar-value limit set by BATA. All other refunds must be preapproved by BATA.

The Contractor shall issue refunds to the registered account holder.

The Contractor shall issue refunds for credit card payments to the credit card on file.

The Contractor shall issue refunds for check or cash payments by check.

The Contractor shall issue check refunds to credit card Customers when the originating credit card cannot be refunded.

The Contractor shall provide monthly reports on refunds processed indicating quantity, dollar value, and reason for the refund.

The Contractor shall track and report on un-cashed refund checks. The Contractor shall track unclaimed property, account balances, and unclaimed checks for the purposes of escheatment.

The System shall track and record by account the date, time, and approver identity of approvals for each refund.

The System shall track and report all refund requests by date of request.

3.3.2.13 Toll Tag Customer Management

The Contractor shall perform all Account Maintenance duties related Toll Tag Customer requests.

The Contractor shall allow account holders to make Toll Tag requests by USPS or courier, phone, fax, email, SMS text message, in-person, or over the Web.

3.3.2.14 Lost or Stolen Tag Processing

The Contractor shall process all reports of lost or stolen Toll Tags. The Contractor shall immediately deactivate a Toll Tag reported as lost or stolen to a CSR either in the Walk-in Location(s) or by phone to prevent further toll charges and the Customer account shall be charged with the Toll Tag fee.

The Contractor shall deactivate a lost or stolen Toll Tag reported by Customer via USPS or courier, SMS text message or email by the close of business on the first business day notice is received as to prevent further toll charges posting to the Customer's account, and the account shall be assessed the Toll Tag fee.

The Contractor shall activate a previously reported lost or stolen Toll Tag and refund the Toll Tag fee to the Customer's account if the Customer later reports the Toll Tag to be found.

Contractor shall reverse the tag deposit fee for stolen tags if a police report is provided by the Customer.

3.3.2.15 Toll Tag Fulfillment

The Contractor shall mail a replacement Toll Tag, additional Toll Tag, Mylar bag, or mounting strips at the account holder's request by the close of business the following business day from receipt of the request by any method other than in-person at a Walk-in or Satellite Location, where the Customer shall receive it at the time of request.

The Contractor shall include a self-addressed postage-paid business reply envelope when a replacement Toll Tag is mailed, or if requested at a Walk-in or Satellite Location.

The Contractor shall make at least one attempt to follow up by phone to the account holder for Toll Tags which have been replaced but not returned.

The Contractor shall inform the account holder of the need for additional funds to cover the deposit within one business day of request for those requests received by web, IVR, USPS, courier, or fax. All requests made in person or to a CSR shall receive notice at the time of the request.

The System shall track all Toll Tag requests in a manner which establishes a queue of requests and reports on the date of request and date of fulfillment.

The System shall require a sufficient prepaid toll balance to cover the Toll Tag deposit prior to issuance of a replacement Toll Tag.

3.3.2.16 Toll Tag Performance Monitoring and Resolution

The Contractor shall establish a program of monitoring the performance of Toll Tags to ensure that Toll Tags are being used correctly and identified for replacement before the end of their useful life.

3.3.2.16.1 Performance Analysis

The System shall identify Toll Tag Accounts with more than a configurable percentage of transactions and/or more than a configurable number of transactions being processed as Pay-by-Plates during any given period of time.

The System shall provide a monthly Toll Tag Performance Issue Report identifying accounts with more than a configurable percent of the Transactions being processed as Pay-by-Plate and/or greater than a configurable number of Pay-by-Plates in a configurable period of time, including duration and status of accounts and the status of attempts to resolve the problem.

The Contractor shall regularly analyze accounts on the Toll Tag Performance Issue report to determine if Customers have potentially bad Toll Tags or Toll Tags which are not properly mounted.

The Contractor shall place a flag on accounts identified with a potential Toll Tag failure issue to alert CSR's of the pending issue and post a message on the Customer's online account and statement.

The Contractor shall make two attempts, within 30 days of identification, to contact the Customer by phone, email, or mail to resolve the Pay-by-Plate anomalies.

Where deemed necessary, the Contractor shall mail the Customer a replacement Toll Tag with a self-addressed postage-paid return envelope and instruction for Toll Tag replacement.

3.3.2.16.2 Aging Toll Tag Program

The Contractor shall run a monthly report of Toll Tags which shall reach a configurable age in 30 days, 60 days, 90 days, 6 months, and 12 months. The report shall also indicate the Toll Tags' monthly tag reads over the previous six months.

The Contractor shall mail replacement Toll Tag(s) to all accounts with a Toll Tag that has had an average of three reads or more a month prior to the end of that Toll Tag's five year life. The

Contractor shall send appropriate notifications about replacement tags and properly dispose of any returned tags.

3.3.2.16.3 Toll Tag Replacement Program

The Contractor shall provide a cost estimate as part of this submittal to perform a complete Toll Tag replacement of the entire inventory, including Toll Tags in circulation. The Contractor shall send appropriate notifications about Toll Tag replacement and dispose of any returned Toll Tags. The Toll Tag replacement program shall also include the effort and cost associated with proper disposal of each returned Toll Tag.

3.3.2.17 Outgoing Customer Communications

The Contractor shall employ the following methods of outgoing communication to effectively and efficiently manage accounts: first-class USPS mail, email, power dialing, predictive dialing, manual CSR initiated phone calls, Smart Account Bulletins, and SMS text messaging.

The Contractor shall use other methods of delivery in conjunction with first class USPS mail or where first class USPS mail is not required by BATA.

The Contractor is responsible for generating, printing, and delivering of all Customer correspondence.

The Contractor shall submit a Customer communication plan to BATA for approval no later than 90 days prior to cutover to the Contractor’s System.

The Customer communication plan shall include a list of proposed communications, the frequency and timing of the communication, the method(s) of delivery and sample correspondence.

The System shall record all outgoing correspondence in the account and an imaged copy or link to the archived copy of the correspondence shall be saved to the account in a searchable, sortable and retrievable fashion.

The Contractor shall identify a mail house located in California for BATA's approval.

The Contractor shall provide all the necessary equipment and machinery to perform any on-site mailing.

All outgoing mail shall be conformed to USPS address standardization.

3.3.2.17.1 Current Outgoing Customer Correspondence List

Correspondence Subject	First Class Mail	E-Mail	Phone	Account Bulletin	SMS Text Messaging
New Customer (Private Account)	If no Email	Yes			
New Customer (Business Account)	If no Email	Yes			
Credit Card Decline	Yes	Yes	Yes	Yes	Yes
Credit Card Expiration	If no Email	Yes			
Inactive Account Warning	Yes	Yes	Yes	Yes	Yes
Inactive Account Closure	Yes	Yes	Yes	Yes	Yes

Correspondence Subject	First Class Mail	E-Mail	Phone	Account Bulletin	SMS Text Messaging
Quarterly Replenishment Adjustment		Yes		Yes	
Account Closure with Refund	Yes	Yes	Yes	Yes	Yes
Account Revoked Warning	Yes	Yes	Yes	Yes	Yes
Account Revoked Final	Yes	Yes	Yes	Yes	Yes
Low Balance	Yes	Yes	Yes	Yes	Yes
Negative Account Balance	Yes	Yes	Yes	Yes	Yes
Returned Check due to NSF	Yes	Yes			
Returned Check due to Stop Payment	If no email	Yes			
Email Bounce Back	Yes			Yes	
PIN Reminder	Yes				
Customer Toll Dispute Carpool – Denied	Yes				
Customer Toll Dispute Carpool – Accepted	Yes				
Customer Sweep Request – Account Negative	Yes	Yes			
Customer Sweep Request – Account Closed	Yes	Yes			
Customer Mail Back Form	Yes				
Account Closure Form Request	If no email	Yes			
Account Update Form Request	If no email	Yes			
Toll Tag Swap Notification	If no email	Yes	Yes	Yes	
Toll Tag Swap – New Tag Enclosed	If no email	Yes			

Table 9: List of Current Customer Correspondence

Shows the list of the current Customer correspondence and is provided for information purposes only. The method of delivery is indicated. Additional and/or different correspondence may be required in tandem to the following.

Correspondence Subject	First Class Mail	E-Mail	Phone	Account Bulletin	SMS Text Messaging
New Customer (Private Account)	If no Email	Yes			
New Customer (Business Account)	If no Email	Yes			
Credit Card Decline	Yes	Yes	Yes	Yes	Yes
Credit Card Expiration	If no Email	Yes			
Inactive Account Warning	Yes	Yes	Yes	Yes	Yes
Inactive Account Closure	Yes	Yes	Yes	Yes	Yes
Quarterly Replenishment Adjustment		Yes		Yes	
Account Closure with Refund	Yes	Yes	Yes	Yes	Yes
Account Revoked Warning	Yes	Yes	Yes	Yes	Yes
Account Revoked Final	Yes	Yes	Yes	Yes	Yes
Low Balance	Yes	Yes	Yes	Yes	Yes
Negative Account Balance	Yes	Yes	Yes	Yes	Yes

Correspondence Subject	First Class Mail	E-Mail	Phone	Account Bulletin	SMS Text Messaging
Returned Check due to NSF	Yes	Yes			
Returned Check due to Stop Payment	If no email	Yes			
Email Bounce Back	Yes			Yes	
PIN Reminder	Yes				
Customer Toll Dispute Carpool – Denied	Yes				
Customer Toll Dispute Carpool – Accepted	Yes				
Customer Sweep Request – Account Negative	Yes	Yes			
Customer Sweep Request – Account Closed	Yes	Yes			
Customer Mail Back Form	Yes				
Account Closure Form Request	If no email	Yes			
Account Update Form Request	If no email	Yes			
Toll Tag Swap Notification	If no email	Yes	Yes	Yes	
Toll Tag Swap – New Tag Enclosed	If no email	Yes			

Table 9: List of Current Customer Correspondence

The Contractor shall produce and email up to five promotional mailings per year to account holders at the request of BATA.

As directed by BATA, the Contractor shall at its own expense communicate to Customers, account holders, and the general public any information related to issues or problems caused by the Contractor that affect users of the toll and non-toll facilities.

All communication by the Contractor relating to this Contract or services performed therein shall require pre-approval by BATA.

3.3.2.18 Account Statements

The Contractor shall generate, print, and deliver account statements.

The Contractor shall generate account statements for first class USPS mailing to the account holder or email delivery.

The System shall default account holders to email delivery unless they opt for a paper-mailed statement or do not have an email address on file in the System.

The Contractor shall mail printed statements quarterly to paper-statement account holders who request quarterly paper statements.

The System shall send statements to email accounts on a configurable, periodic basis per account (monthly, until directed otherwise by BATA).

The Contractor shall maintain existing account holders' statement cycles.

The Customer shall be able to choose to have an on-demand statement downloaded in PDF or Excel format from the web.

The Contractor shall develop procedures which encourage delivery of statements by email for BATA's approval at least 90 days prior to cutover to the Contractor's System.

The Contractor shall include BATA-provided messages in email correspondence and printed statements as statement stuffers at the request of BATA.

The Contractor shall allow account holders to request a paper statement on-demand by calling, visiting, or emailing the RCSC.

The System shall provide for a configurable statement for various custom and automated messages by Customer demographics, facility usage, and/or Customer specific matters.

The statement shall clearly reflect the account's usage and charges by transaction.

The System shall provide sufficient detail to allow an account holder to review and validate each payment, replenishment, transaction, and charge.

The System shall provide a beginning and ending balance and details of replenishments, or other adjustments, posted on the statement.

The statement shall include the most current BATA FasTrak® Terms and Conditions and contact information for the RCSC.

The System shall allow account holders to regenerate a statement on-demand from the Web.

The System shall provide on-demand statements with up to three years of data. Customer shall be able to download such statements from the Web.

The System shall be able to charge a configurable statement fee.

3.3.2.19 Incoming Customer Correspondence

The Contractor shall receive and process all incoming RCSC correspondence.

3.3.2.19.1 Mailing Address

The following Post Office Boxes are currently in use and may be assignable to the Contractor upon transition:

- 1) Bay Area FasTrak® Customer Service Center
P.O. Box 26926
San Francisco, CA 94126
- 2) FasTrak® Violation Processing Department
P.O. Box 26925
San Francisco, CA 94126
- 3) California Department of Transportation
PO Box 23450
Oakland, CA 94623

The Contractor shall arrange for continued use of the existing Post Office Boxes or obtain new boxes with forwarding service from the list of RCSC mailing addresses.

The Contractor shall be responsible for the pick-up and delivery of mail from existing and new Post Office Boxes to the RCSC.

3.3.2.19.2 Processing

The Contractor shall open, sort, and process mail the same day as received.

The Contractor shall scan all incoming mail and save the scanned document to a Customer or violation account.

The Contractor shall adhere to BATA's document archival policy.

The Contractor shall dispose of any purged documents in a secure method.

The Contractor shall comply with all PCI and PII regulations, procedures and rules regarding correspondence storage and redactions.

The Contractor shall log mail counts by piece by type (e.g., FasTrak® payment, invoice payment, violation payment, Application, Customer updates, Customer complaints, contest of transaction, etc.).

3.3.2.19.3 Return Mail Processing

The Contractor shall process returned mail within three business days of receipt.

The Contractor shall note returned mail in all account types.

The Contractor shall note and update returned mail with an updated address in the account and the correspondence shall be mailed again.

The Contractor shall run returned mail without an updated address through a skip-trace process to locate a best-known new address.

The Contractor may use other means of contact (phone, email, SMS text, etc.) to obtain an updated address.

The Contractor shall note successful attempts to update account contact information, the address updated, and the notice or correspondence that was mailed.

The Contractor shall note unsuccessful attempts and cease future mail unless additional notices are required by statute, ordinance, PCI, NACHA, or other business rules.

The Contractor may use a BATA-approved sub-Contractor to update the mailing lists.

3.3.2.20 Complaint Tracking and Resolution

The Contractor shall accept complaints filed by the Customer through the website, Walk-in facilities, by phone, fax, mail, email, SMS text message.

The Contractor shall be responsible for the dispensation of and reporting on all Customer and public complaints.

The Contractor shall handle toll charge disputes according to the dispute process described in the BATA business rules.

The System shall process and track all Customer and other public complaints related to toll collection, on-road experience, and RCSC operations.

The System shall provide a daily report of open complaints.

The Contractor's reporting shall allow BATA to track Customer complaints by specific departments, facilities, plazas, time-of-day, or subject matter.

Upon receipt of a complaint, the Contractor shall provide the following required services:

- 1) Capture and Acknowledge Complaint – The Contractor shall create a log in the RCSC System of all the complaints received. If the complaint is made by an account holder, the complaint shall also be maintained within the Customer account. Upon capture of the complaint, the System shall assign a response due-date, according to the business rules, assign the complaint to the proper resolutions staff, and provide the Customer with receipt acknowledgement.
- 2) Research – The Contractor shall investigate the nature and any information supporting the complaint. The complaint shall be properly escalated when necessary to assure a satisfactory resolution and response to the account holder, Customer, or the public. The Contractor shall develop and submit an escalation plan to BATA for their approval, with adequate time such that the Contractor shall conduct thorough training for all RCSC and designated staff or consultants as directed by BATA. Such training shall be on-going and included in the Contractor's routine training plan.
- 3) Prepare Response – The Contractor shall prepare a follow-up response for complaints to be handled in the form of mail, email, or phone contact. In the case of an account holder, the Contractor shall update the account holder's account and the complaints log stating the resolution to the complaint. For all other complaints (Customers and the public), the Contractor shall update the complaints log System stating the resolution of the complaint.
- 4) Send Response – The Contractor shall respond to the account holder, Customer, or the public stating the outcome of the complaint filed within ten business days of complaint receipt. The RCSC System shall have the ability to support the creation of common and customized response letters and emails.

As part of ongoing measures to decrease complaints, the Contractor shall monitor complaints on a weekly basis for recurring issues.

The Contractor shall address recurring issues with BATA on a monthly basis.

3.4 CSR Call Processing

3.4.1 GENERAL REQUIREMENTS

The Contractor shall provide the Systems, equipment and personnel required to operate the Call Center.

The Contractor shall provide staff to handle peak and high call volume periods through the term of the Contract and meet the performance criteria.

The staff shall be trained in a manner which ensures excellent Customer service as measured by the performance criteria.

The Phone System shall handle all concurrent incoming and outgoing calls.

The Phone System shall process high-volume, peak periods without degradation of hardware or software performance.

The Phone System shall record calls and allow for scheduled, on-demand, and remote call monitoring.

The Phone System shall provide an IVR System that interfaces with the Customer account management and violation account management modules.

The Phone System shall have the ability to offer and process Customer satisfaction surveys.

The Phone System shall have the ability to be integrated into the CSR interface such that it provides advance information regarding the caller, such that if the caller-id is identified to an account the System shall prompt that information to the CSR.

3.4.2 PHONE NUMBER

The Contractor shall use the following phone numbers:

- 1) Toll Free Customer Only Number: 877.229.TOLL (877.229.8655)
- 2) Out-of-State Customer Number: 415.486.TOLL (415.486.8655)
- 3) Fax: 415.956.1663

If the use of existing numbers requires calls to be routed to the Contractor's RCSC, the Contractor shall be responsible for providing such service.

3.4.3 LANGUAGES SERVICED

The Contractor shall provide call center services in English, Spanish, Cantonese, and Vietnamese both conversationally and with written forms and other Customer service material.

The Contractor may use a certified translation service or language line.

The System shall accept and process calls from hearing impaired phone systems.

3.4.4 INTERACTIVE VOICE RESPONSE

The Contractor shall provide an IVR System which shall serve as a means for tracking and routing calls and providing self-service options during and after call center hours.

The IVR System shall provide voice recognition functionality.

The Contractor shall develop the call routing tree and recorded messages for submittal to BATA for review and approval at least 90 days prior to implementation.

The Contractor shall design call routing to best serve the public, account holders and other Customers with the most frequent reasons for call options being listed first, then progressing to the more infrequent reasons listed toward the end of the tree.

The Contractor shall adjust the order of the routing at BATA's direction to enhance Customer service throughout the term of this Contract.

The Contractor shall perform on-going maintenance and changes to the IVR in accordance with performance requirements.

The Contractor shall review the IVR System semi-annually with BATA and make any necessary changes or adjustments.

The IVR System shall allow Customers to review and update account information, account balances, payments, and transactions at any time, 24 hours per day, seven days per week.

During call center hours, the System shall allow the Customer to have the option to reach a CSR at any time during the recorded script.

The IVR System shall provide basic information such as hours of operation, directions to the Walk-in Facilities, mailing address, phone numbers to reciprocal agencies, referral to the website, and special announcements provided by BATA.

At a minimum, the System shall allow account holders to do the following (as applicable) through the IVR System:

- 1) Check their account balance or status of a recent payment
- 2) Review recent account activity (for example, payments, transactions)
- 3) Hear the latest five account transactions
- 4) Update their credit card and expiration date
- 5) Change their PIN
- 6) Make a One-Time Payment
- 7) Report a Toll Tag lost or stolen
- 8) Request an additional Toll Tag
- 9) Register a retail Toll Tag to an existing account
- 10) Make a toll violation payment
- 11) Check the status of a toll violation
- 12) Make an invoice payment
- 13) Check the status of an invoice

The IVR System shall support daily, weekly, and monthly tracking and reporting of call volumes by hour, CSR, and call type.

Contractor shall provide BATA with remote access to IVR to monitor CSR calls.

3.5 Toll Tag Inventory Management

3.5.1 GENERAL REQUIREMENTS

The Contractor shall manage all aspects of the Toll Tag inventory.

The System shall provide Toll Tag inventory management functionality.

The System shall track Toll Tag inventory from the issuance to BATA of a purchase order through the life of the Toll Tag.

The Contractor shall use barcode scanners in all instances where barcodes are available to interface with the System.

Manual input or the use of spreadsheets shall be prohibited.

The System shall handle a mix of different Toll Tag types. BATA offers Title 21 Toll Tags under its current account policies; however, BATA may also offer a different Toll Tag type during the term of this Contract.

The System shall provide the ability to sell Toll Tags to Customers in varying quantities.

3.5.2 ORDERING

The Contractor shall provide BATA with a monthly analysis of existing Toll Tag inventory to serve as a basis for BATA-initiated Toll Tag orders.

The Contractor shall base the analysis on existing inventory levels, past issuance rates, forecasted requirements, and supplier lead-time.

BATA will place the order with their Toll Tag supplier and complete the purchasing process.

The Contractor shall enter the purchase order into the Contractor's System and track the purchase order through completion.

3.5.3 RECEIVING

The Contractor shall receive and process all Toll Tag deliveries.

Upon receipt of a Toll Tag shipment, the Contractor shall compare all deliveries against the bill-of-lading to ensure the correct amount of pieces (boxes) have been received.

The Contractor shall apply the shipment against the open purchase order in the System; and, the Contractor shall securely store the Toll Tag shipment.

The Contractor shall inspect and test the Toll Tag shipment consistent with the business rules regarding shipment testing, and compare the actual number of Toll Tags received against the bill-of-lading within five business days of receipt of the shipment.

The Contractor shall test no less than 15% of all Toll Tag inventory received (using test equipment approved by the Toll Tag supplier) to ensure that the Toll Tag is programmed and functioning properly.

The Contractor shall immediately report any discrepancies or product failures to BATA, or to the Toll Tag supplier at the request of BATA.

3.5.4 PROGRAMMING

Currently, all Toll Tags arrive pre-programmed from the Toll Tag supplier, but in the future, BATA may purchase Toll Tags that require programming by the Contractor.

The Contractor shall program the Toll Tags consistent with the specifications described in Title 21 of the California Code of Regulations.

3.5.5 PLACING IN INVENTORY

The Contractor shall be responsible for loading each individual Toll Tag into inventory.

Each Toll Tag may be identifiable by barcode, physical type (internal, external, etc.), packaging (retail outlets, walk-in, etc.), warranty expiration, and date received.

The Contractor shall maintain the Toll Tag inventory in such a manner that Toll Tags are readily accessible by Toll Tag type and packaging with the oldest Toll Tag being accessible for issuance first (first-in-first-out/FIFO).

3.5.6 DISTRIBUTION OF TOLL TAG KITS

The Contractor shall fulfill and deliver orders to account holders, the Walk-in Facility, Satellite Walk-in Facilities, retail stores, and any other designated locations.

The Contractor shall allow a Customer to request Toll Tags by phone, mail, email, walk-in or satellite centers, and the Web.

The Contractor shall receive requests to fulfill Toll Tags from retailers and fleet Customers by phone, fax, email or the Web.

The System shall track all requests for Toll Tags and fulfillment by type of request.

The System shall make Toll Tags available for transaction processing at the time of issuance.

The System shall track the location of Toll Tags issued to a Retailer.

The System shall transfer custody of a Toll Tag from the Contractor to a Customer when the tag is assigned to a Customer account.

The System shall transfer custody of Retail Toll Tags from the Contractor to the Retailer when the Toll Tag order leaves the RCSC for delivery to the retailer. Contractor shall remain responsible for Retail Toll Tags until received and accepted by Retailer.

3.5.7 RETURNS

The Contractor shall be responsible for the processing of returned Toll Tags.

The System shall allow a CSR to designate returned Toll Tags as returned.

When a Customer returns a Toll Tag in good condition, the System shall allow the Customer's Toll Tag deposit associated with the returned Toll Tag to be eligible for a refund of the Customer's request.

The System shall assign a configurable fee for returned Toll Tags that have been damaged or altered by the Customer.

The Contractor shall designate returned Toll Tags (that are older than four years old from time of receipt from the supplier) as out-of-service and properly dispose of them consistent with BATA business rules regarding Toll Tag destruction or recycling of e-waste.

The Contractor shall clean, attach new mounting strips, and place back in inventory Toll Tags less than three years old.

The Contractor shall return Toll Tags to the Toll Tag manufacturer that are within manufacturer warranty and are not properly functioning.

The Contractor shall return Toll Tags to the manufacturer on a monthly basis and shall track and report the manufacturer's replacement of such Toll Tags through the Contractor's System.

3.5.8 TAG REPLACEMENT

The Contractor shall provide an ongoing Toll Tag replacement program to remove failing or aging Toll Tags from the inventory issued to Customers.

The Contractor's Toll Tag replacement program shall include contacting the Customer, providing a postage-paid means for return of the old Toll Tag, and issuance of a replacement.

The Contractor's Toll Tag replacement process shall be seamless to the Customer to prevent the Customer from being without a Toll Tag at any time.

3.5.9 PHYSICAL INVENTORY AND CONTROL SYSTEM

The Contractor shall perform a monthly physical inventory of Toll Tags stored in Contractor-operated facilities. Any discrepancies shall be resolved and reported immediately to BATA.

The Contractor shall provide a report of each month-end inventory to BATA.

BATA reserves the right to observe, or have an agent observe, the physical inventory.

The Contractor shall replace at its own cost any missing inventory.

The Contractor may present a recommendation to BATA for secure off-site storage of excess Toll Tag inventory. BATA may approve this recommendation at its discretion.

3.5.10 TOLL TAG INVENTORY REPORTING

The Contractor shall provide a monthly inventory report which will allow the Contractor and BATA to monitor all Toll Tag activity and assess the levels of inventory.

The report shall include, but not be limited to: the quantity and status of all Toll Tags as of month-end and the net change from the previous month by physical location; the aging of Toll Tags issued to Customers; the aging of Toll Tags returned to the manufacturer; the physical inventory report; and a 90-day outlook for reorders.

3.6 Customer Service Web Services

3.6.1 GENERAL REQUIREMENTS

The Contractor shall design, develop, implement, manage, and maintain the RCSC website.

The Contractor shall use the BATA-owned domain, www.bayareafastrak.org, for the website.

The Contractor may propose innovative uses of interactive Web technologies such as live chat, blogging, social networking sites, etc., to the extent that they improve public communications without detracting from other provided RCSC services.

The Contractor shall perform an annual modernization of the website to capture advances in technology or adapt to changes in standard e-commerce practices.

During the annual website review, the Contractor shall solicit recommendations from BATA regarding any desired changes.

The Contractor shall make regular updates to the website at the direction and approval of BATA. In addition, authorized BATA staff shall be able to independently and directly update the website by way of a Web Content Management System.

The website shall provide general tolling information and account services.

The website shall feature links to general tolling information and MTC traffic information.

The website shall provide Customer access to account information through a secure login.

The website shall provide key Web pages and information, as defined by BATA, in English, Spanish, Cantonese, and Vietnamese.

The website shall include prominent links for contact information, privacy policy, opening an account, accessing an account, registering a retail Toll Tag, paying or disputing a toll or toll violation, and FAQs.

The website shall display and function properly on various types of Web-enabled mobile devices, including tablets, smart phones, etc.

The website shall provide industry standard security and encryption for protection of account holder information, per Section 3.21.2 Security.

The website shall be made available to BATA and its auditors for review.

3.6.2 CUSTOMER SECURE WEB LOGIN SERVICES

In order to protect account holder privacy and payment information, the website shall provide a means for the users to set up a unique, secure username and password for accessing their account online, and unique 4-digit PIN for accessing their account by IVR.

The website shall provide services to allow account holders to, at a minimum, do the following upon logging into their account:

- 1) Submit Account Application – The Customer shall be able to input online the required information for submitting a new account Application which shall then result in the creation of a new account in accordance with the account establishment requirements. The System shall perform this function in an encrypted secure Web environment without the need for a password or username until such time as the account is established.
- 2) Receive an Account Alert – The Customer shall receive an account alert or message from the RCSC upon logging into their secure account. The message shall be programmable to be tied into the account status, a Customer message intended for a group of Customers based on demographics, usage, account type, or a custom message intended for a unique Customer.
- 3) View/Update Account Information – The account holder shall be able to add, change, or delete information related to their account such as contact information, automatic replenishment method and source, adding or removing Toll Tags, and adding or removing vehicles. The account holder shall be able to view current account information online such as contact information, vehicle information, assigned Toll Tags, replenishment method, account balance and usage, etc.
- 4) Request or Change Password or PIN – The account holder shall be able to change their password or PIN, and be able to request a forgotten password or PIN through the use of security questions and emailing a temporary password or PIN, or other accepted method compliant with Web security protocols.
- 5) Request Information – The account holder shall be able to request information related to the type of accounts available or information related to their existing account. The Contractor

shall process all online information requests for account information, fees, and other items. All online Customer requests shall be acknowledged with an email, providing the Customer with a configurable number of hours or days when a response will be provided.

- 6) Make a Payment – The account holder shall be able to make a one-time payment.
- 7) Obtain a Receipt – The account holder shall be able to generate and print a receipt for a single transaction.
- 8) Close Account – The account holder shall be allowed to request that their account be closed. The Contractor shall be responsible for closing the FasTrak® Account in accordance with the Business Rules.
- 9) Print Statement – The account holder shall be able to regenerate and print statements for the past three years. An account holder shall also be able to generate a statement for a user defined period of time.
- 10) Download Transaction Data – The account holder shall be able to download transaction data to a CSV format file.
- 11) Print Correspondence – The account holder shall be able to view and print correspondence (email, written, SMS text, etc.) pertaining to their account for an 18-month period.
- 12) Image-Based Tolls and Fees – The Customer shall be able to view and pay image-based toll and fees and elect to convert to a different account type.
- 13) Toll Tag and other Order Requests – The account holder shall be able to request a Toll Tag, mounting strips, Mylar bag, and a prepaid envelope via the website.
- 14) Dispute a Toll Violation or Image-Based Toll – A Customer shall be able to dispute a toll violation or image-based toll via the Web. The website shall provide clear instructions regarding the escalation of unpaid tolls and violations.
- 15) Register a Retail Toll Tag – An account holder shall be able to register a retail Toll Tag to an existing account or a Customer shall be able to open a new account for a Toll Tag purchased through a retail vendor.
- 16) Retailer Account Management – Retailers shall be able to establish a retail account under the guidelines provided by BATA. The Retailer shall be able to log into their Retailer account and view the status of pending Toll Tag orders, place additional orders, or cancel unfulfilled orders.
- 17) Promotion Code – Customers shall be able to enter a promotional code for future marketing offers.

3.6.3 NON-SECURE WEB SERVICES

In addition to the secure web login access functions, the Contractor shall provide Customer access, at a minimum, to the following without the necessity of a secure login:

- 1) Submit Complaint or Dispute – The public shall be able to file a general complaint or dispute through the website. The public shall be able to request the follow-up method and receive acknowledgment that their request is being processed.

- 2) Email RCSC – Account holders, Customers, and the public shall be able to send an email to the RCSC through the website. The RCSC System shall support the transmission of email attachments or document images (in PDF, JPEG, TIF, and common word processing or spreadsheet file formats) to the RCSC by account holders based on user configurable parameters.
- 3) View General Info – Account holders, Customers, and the public shall be able to view general information through the website to obtain information on FasTrak®, toll rates where applicable, and other general RCSC information. The website shall also provide links to BATA directed external sites, including but not limited to the Express Lanes and 511.
- 4) View and Print Forms – Account holders, Customers, and the public shall be able to view and print various Customer service forms as defined by BATA.

3.6.4 INFORMATIONAL AND INSTRUCTIONAL VIDEOS

The Contractor shall host various informational and instructional videos on the website.

The creation and production of the videos shall be the responsibility of BATA.

The Contractor is encouraged to utilize creative means for educating the public.

3.7 Retail Account Management

BATA currently has a Retail Program by which Customers may purchase Toll Tags at various retailer locations in the nine-county Bay Area. A list of retailers can be found on the website.

3.7.1 ESTABLISH AGREEMENTS

The Contractor shall negotiate agreements with the existing retailers and any additional retailers BATA or the Contractor identify as retail partners. All retailers shall be pre-approved by BATA for participation in the program prior to negotiating agreements with the retailer. The standard retail agreement is provided in Attachment C.

The Contractor shall provide the retailers with a single point of contact either to an individual or designated group of Contractor staff responsible for the management of the Retail Program.

3.7.2 ORDER FULFILLMENT

The Contractor shall enable each retailer to enter new purchase orders by box of 50 Toll Tags, check the status of pending orders, or cancel unfulfilled orders.

The Contractor shall accept retail orders via phone, the Web, fax and email from retailers.

The Contractor shall email acknowledgement of order receipt and provide an estimated delivery date to retailer.

The Contractor shall process orders by the box based on a retailer purchase order number (if submitted).

The Contractor shall prepare retail shipments and deliver the orders within seven business days of order submittal to the location(s) designated by the retailer.

The Contractor shall provide shipping documents with the order and invoice the retailer according to the terms of the Contractor/retailer agreement.

The Contractor shall process retailer payments. The Contractor shall send delinquent notices for orders that remain unpaid 30 days after delivery and initiate a collection process for unpaid balances.

3.7.3 RETAIL TOLL TAG ACTIVATION

The Contractor shall allow a Customer to register or activate a retail Toll Tag on the Web, by phone, or in the Walk-in Facilities.

The Contractor shall process the return of all registered or activated retail Toll Tags according to BATA business rules.

The Contractor shall manage any Promotional Programs related to retail Toll Tags that BATA or the Contractor arranges with Promotional Partners. This includes administering credits or discounts to Customer accounts, preparing invoices, applying prepaid promotional funds and providing reports of the activity detail.

The System shall designate retail Toll Tags as "active" in the Toll Tag status file sent to the facilities once the Toll Tags have been shipped out to the retailer from the RCSC.

The System shall allow a Customer to use the retail Toll Tag a configurable number of times or configurable charge value before requiring Toll Tag registration.

The System shall require a Customer to register a retail Toll Tag within a configurable period of time from the first use.

The System shall deactivate retail Toll Tags that have been used and not registered within a configurable period of time.

The System shall forfeit the Toll Tag deposit of an unregistered retail Toll Tag after it has been deactivated.

The System shall require Customers to enter the Toll Tag number and manufacturer's hexadecimal validation code when registering a retail Toll Tag.

The System shall prompt a Customer to register the Toll Tag to a new FasTrak® account or register the Toll Tag to an existing account at the time of registration on the Web.

The System shall recognize the retail Toll Tag number, price, and respective monetary breakdown by retailer and apply the funds appropriately to the deposit and/or prepaid tolls.

The System shall adjust the application of funds based on the account holder's replenishment choice (e.g., cash/check, ACH, or credit card).

The System shall track and apply promotional monies associated with a specific Retailer.

The System shall treat all unregistered retail Toll Tags as cash accounts.

The System shall deactivate unregistered retail Toll Tags when the prepaid toll balance goes negative or reaches zero.

The System shall only issue a refund for a registered Toll Tag.

Table 10: Current Toll Tag Sales and Promotional Offers shows the current sales prices and promotional breakdowns currently offered. The System shall only allow the application of "free tolls" to new FasTrak® accountholders.

Item	Costco	Safeway and Walgreens	Others
Sales Price	\$24.99	\$26.00	\$25.00
BATA Free Tolls (new accounts only)	\$5.01	\$5.00	\$5.00
Retail Profit	To be provided later	To be provided later	\$1.00
Prepaid Toll Beginning Balance (Cash/Check)	\$10.00	\$10.00	\$10.00
Toll Tag Deposit (Cash/Check)	\$20.00	\$20.00	\$20.00
Prepaid Toll Beginning Balance (Credit Card/ACH)	\$30.00	\$30.00	\$30.00
Toll Tag Deposit (Credit Card/ACH)	-	-	-

Table 10: Current Toll Tag Sales and Promotional Offers

3.7.4 FINANCIAL

The Contractor shall track and report the pre-loaded amounts associated with retail Toll Tags.

The Contractor shall apply discounts and promotional credits as determined by each individual retailer arrangement.

The Contractor shall prepare all retail invoices and be responsible for the collection of all amounts from the retailers.

3.7.5 REPORTING

The Contractor shall provide the following monthly reports:

- 1) Number of Toll Tags ordered and shipped in the previous month, by retailer
- 2) Number of Toll Tags ordered, but not shipped, as of month end, by retailer
- 3) List of unregistered Toll Tags as of month end, by retailer and delivery date.
- 4) List of Toll Tags registered to a new account, by month
- 5) List of Toll Tags registered to an existing account, by month
- 6) Pre-loaded Toll Tag balances not yet paid for by a retailer, by retailer and date of delivery.
- 7) Aging of invoices due by retailer.
- 8) Monthly reconciliation report of the pre-loaded balance to payments received.

3.7.6 TOLL TAG SALES AT TOLL PLAZA BUILDINGS

At the direction of BATA, the Contractor shall include certain toll plaza locations as retail outlets for Toll Tags

The Contractor shall coordinate the pick-up of funds (cash only sales) related to Toll Tag sales upon notification by BATA.

The Contractor shall apply the retail Toll Tag business rules to those sold at the BATA designated toll plazas.

3.8 Cash Payment Network

The Contractor shall offer a Cash Payment Network option for account holders and Customers to enable remote payments of violation notices, invoices, and One Time Payment accounts and replenishments to FasTrak® accounts.

The Cash Payment Network shall be available at various retail outlets, markets, and storefront locations throughout the nine-county Bay Area.

The Cash Payment Network may also co-locate at transit sales offices and outlets.

Customers using the Cash Payment Network shall have the option of making payments to FasTrak® accounts, image-based transaction invoice accounts, one-time payment accounts, no-plate payments, toll violation transactions and accounts, or other transaction and account types maintained by the Contractor and their System.

The Cash Payment Network shall also enable Toll Tag Customers to make one-time payments or replenishments to FasTrak® accounts based on the Toll Tag bar code number or account number.

The Cash Payment Network shall support toll agency (e.g. the Golden Gate Bridge District) subsidy of customer service fees, configurable by payment transaction type.

The Contractor shall post payments to the accounts and/or transactions immediately upon receipt of payment confirmation from the Cash Payment Network outlet to the Contractor's System.

The Contractor shall negotiate and enter into agreements with the Cash Payment Network providers upon approval of the agreement terms by BATA.

The Contractor shall provide the Cash Payment Network with the holding account (banking) information to enable transfers of payments received from the Customers to be directly deposited in the custody of BATA.

The Contractor shall be responsible for all fees and processing charges associated with the transfer of funds into the custody of BATA.

The Contractor shall be responsible for all user fees or other costs not passed directly to the Customer using the Cash Payment Network service.

The Contractor shall provide electronic files to the Cash Payment Network that include account and Toll Tag information sufficient to allow the Cash Payment Network to identify the account or transaction to which the payments shall be applied.

The Contractor shall receive electronic files from the Cash Payment Network that includes relevant payment information with adequate detail as to allow accurate application of any payments received through the Cash Payment Network.

The Contractor shall maintain existing Cash Payment Network services through the transition from the current customer service center.

The Contractor shall continue to provide services through the existing Cash Payment Network for the term of the contract or, subject to BATA's approval, shall provide services through an equivalent network.

3.9 FasTrak® Parking

The Contractor shall provide services for San Francisco Airport (SFO) Parking Facilities, in accordance with the agreement between BATA and SFO and with the approved SFO Parking ICD.

The Contractor shall support additional services to future parking facilities that enter into an agreement with BATA.

The current agreement with SFO provides for FasTrak® account holders to pay through their Toll Tag for use of designated parking facilities at the airport.

The Contractor shall continue to provide the same or better level of service currently offered to FasTrak® Customers at SFO parking facilities and other future parking facilities.

The System shall deduct parking charges of \$10.00 or less from a Customer's prepaid account balance.

The System shall charge a Customer's credit card on file for charges of more than \$10.00.

When a FasTrak® Customer opts out of parking, the System shall list their Toll Tag as inactive in the SFO file exchange.

The current ICD for this program is attached as Attachment D to this RFP.

3.10 Payment Processing

The Contractor shall process payments and adjustments for the RCSC.

3.10.1 PAYMENT SOURCES

The Contractor shall process payments received from the following sources:

- 1) Customer service walk-ins
- 2) Satellite walk-ins
- 3) Automatic replenishment
- 4) Web
- 5) Phone
- 6) Mail
- 7) Secure facsimile
- 8) Cash Payment Network
- 9) Retail partners
- 10) Toll and non-tolling partners
- 11) Interoperable agencies
- 12) Collection sources such as the Department of Motor Vehicles and third-party collection agencies.

3.10.2 PAYMENT TYPES

The following forms of payment shall be accepted (in U.S. Currency) from all Contractor-operated Walk-in locations:

- 1) Cash
- 2) Automated Clearing House (ACH) payments
- 3) Credit and Branded Debit Cards (MasterCard, Visa, American Express, Discover)
- 4) Debit Cards (with **PIN**)
- 5) Money Order
- 6) Cashier's Check
- 7) Traveler's Check
- 8) Similar Guaranteed Drafts
- 9) Personal or Business Check
- 10) Bank-wire transfers

The following forms of payment shall be accepted via USPS or courier:

- 1) Cash (Customers shall be instructed not to send cash by USPS or courier; nonetheless, special measures shall be implemented and followed when cash is received)
- 2) Credit and branded debit cards (MasterCard, Visa, American Express, Discover)
- 3) Money Order
- 4) Cashier's Check
- 5) Traveler's Check
- 6) Similar Guaranteed Drafts
- 7) Personal or Business Check

The following forms of payment shall be accepted via secure facsimile:

- 1) Automated Clearing House (ACH) payments
- 2) Credit and branded debit cards (MasterCard, Visa, American Express, Discover)

The following forms of payment shall be accepted via the website, interactive voice response system, and Customer service representative phone service:

- 1) ACH
- 2) Credit and branded debit cards

3.10.3 CREDIT CARD AND ACH PROCESSING

The Contractor shall process and reconcile all credit card and ACH transactions for account enrollment, one-time payments, automatic account replenishments at the walk-in locations, by phone, mail and online via a secure website.

The Contractor shall implement and maintain the most modern credit card and ACH processing platform and tools to interface with BATA's credit card processor.

BATA shall provide the bank credit card processor which will process Visa, Mastercard and Discover transactions through the Merchant Acquiring Program (MAP) and authorize American Express Transactions, which will be settled and billed through a direct relationship with American Express. The Discover MAP program allows respondent to assume processing responsibilities for Discover Card transactions.

The Contractor shall provide the interface to BATA's designated bank credit card processor as defined in Section 3.23.6.

The Contractor shall adhere to all requirements set forth by the credit card processor, bank, PCI, NACHA and any new regulator or processing standard. BATA maintains a PCI Data Security Standards rating under the Level II category to which the Contractor is required to support and comply.

The Contractor shall review industry standards for enhancements and updates to the credit card and ACH processing platform, at least annually throughout the Contract term, to ensure that the processing methods and systems remain current with the latest technology, security, and processing rules. The Contractor shall provide BATA with an update of such a review.

The Contractor shall use point-of-sale credit card and check scanning-terminals at all Walk-in Facilities.

The Contractor shall direct all funds processed electronically to the bank account(s) designated by BATA.

The Contractor shall report any technical, procedural, or other issues which cause an interruption to credit card or ACH transaction processing immediately when discovered to BATA. The Contractor shall implement Systems, processes and procedures to continuously monitor and identify any such transaction processing interruptions or errors.

The Contractor shall be responsible for resolving any and all credit card and ACH transaction processing issues which may arise.

The System shall track and record all activity related to credit card and ACH payments, payment attempts, reversals and refunds in a Customer's account within the Contractor's System in a sortable and searchable fashion.

The System shall record declined charges in the account with the associated reason response code in a sortable and searchable fashion.

The System shall reattempt declined charges according to the merchant account and bank rules.

The System shall obtain updated expiration dates from the card issuer for cards held for automatic replenishment.

3.10.4 NEGOTIABLE FUNDS

The Contractor shall establish electronic check processing with BATA's designated bank.

The Contractor shall process all checks to the bank electronically according to the Check 21 rules and requirements.

The Contractor shall post all negotiable funds to the Customer's account and process them for payment by the bank on the same day as receipt.

The Contractor shall store an image of all checks, money orders, or other negotiable drafts in the account to which the payment is received and/or posted.

The System shall record negotiable fund-payments in the Customer account with sufficient information to allow complete traceability to the payment.

The System shall reverse and record any negotiable funds which are not honored in the Customer's account.

The System shall link check images to account history with a hyperlink or other such method that allows researchers to easily review and print copies of the paper payment instrument.

3.10.5 CASH

The Contractor shall post all cash at the time of receipt into the Customer's account intended to receive the payment or replenishment.

The Contractor shall maintain all cash in a secure manner at all times.

The Contractor shall prepare a cash-deposit at the end of each business day.

The Contractor shall enter into an agreement with a BATA-approved armored service to pick-up daily funds and deposits from all RCSC and Walk-in locations for delivery to BATA's bank.

The Contractor shall be responsible for replacing any missing funds.

3.10.6 LOCKBOX

The Contractor shall have the option of using a Lockbox for the processing of some or all payments received by Mail.

The Contractor shall present any plans to utilize a Lockbox to BATA for approval.

BATA may direct Contractor to use a Lockbox at any time during the contract at no cost to BATA, with any associated labor savings to be passed on to BATA.

3.10.7 PAYMENT POSTING

The System shall provide the following flexibility in posting payments:

- 1) Apply a single payment to a single account.
- 2) Apply a single payment to multiple accounts.
- 3) Apply partial payments to single or multiple accounts.
- 4) Support the use of multiple payment methods (such as cash and check or ACH or credit card, etc.) for a single payment.
- 5) Apply a Customer-initiated payment for image-based toll(s) or other fees from users who do not have an established FasTrak®/Invoice/Toll Violation Account.
- 6) Reverse or transfer a payment, or a portion of a payment, from one account to another.
- 7) Reverse/refund overpayments consistent with refund and payment-reversal business rules.

The System shall apply payments in accordance with the Business Rules established by BATA as follows:

- 1) Account replenishment payments shall be applied to a FasTrak® or License Plate Customer's prepaid balance.
- 2) Toll Violation payment shall be applied to each violation, oldest to newest, and in the following order:
 - a) To outstanding tolls from oldest to newest
 - b) To outstanding fees from oldest to newest
 - c) To outstanding fines or penalties from oldest to newest

3.10.8 RECONCILING AND REPORTING

The Contractor shall reconcile all payments posted to deposits and credit card/ACH processing receipts on a daily basis.

The Contractor shall report any discrepancies immediately to BATA.

The Contractor shall provide daily deposit reports to BATA, as defined by BATA.

The Contractor shall perform monthly bank reconciliations and provide BATA with a copy of such.

3.11 Interoperability

3.11.1 GENERAL REQUIREMENTS

The Contractor shall perform all functions required for interoperability with FasTrak® toll facilities in California not operated by BATA.

The Contractor shall participate in California Toll Operator Committee (CTOC) meetings at the request of BATA.

The Contractor shall provide a point of contact for resolution of issues arising with interoperable transactions or Customer service.

The Contractor shall modify the CTOC exchange if the specifications change during the course of this Contract.

The System shall exchange transactions with interoperable partners according to the CTOC Technical Specifications for Interagency Electronic Data Interchange Rev G.4.1.

All BATA Customer accounts in the System shall be interoperable with other CTOC Agencies.

The System shall accommodate interoperability with tolling agencies and parking agencies.

The System shall distinguish between interoperable toll, Express Lane, and parking facilities.

The System shall allow BATA to deny interoperability to specific Toll Tags and Customers from other agencies.

3.11.2 AUDIT AND RECONCILIATION

The System shall reconcile every reciprocal transaction with the appropriate reciprocal agency.

The System shall reconcile on a daily, or user-defined, basis reciprocal transactions according to BATA business rules.

The System shall provide the ability to charge to reciprocal agencies a processing fee of a fixed amount or a percentage of the transaction amount.

The System shall be able to accommodate processing fees of 0.0% and \$0.00.

Reciprocal transactions shall be reconciled by a user-defined period per agency.

The System shall provide the ability to carry open reconciling items for a user-defined period of time.

The System shall allow BATA to initiate automatic electronic funds transfer (EFT) actions.

3.11.3 TOLL TAG STATUS FILE

The Toll Tag status file shall denote Toll Tags that have been denied Agency Reciprocity.

The System shall transmit to reciprocal agencies complete reciprocal Toll Tag status and License Plate files periodically at user-defined intervals.

The System shall receive from reciprocal agencies complete reciprocal Toll Tag status and License Plate files periodically at user-defined intervals.

Incremental Toll Tag status files shall be sent to reciprocal agencies throughout the day as accounts are updated.

Incremental Toll Tag status files shall be received as they are sent from reciprocal agencies.

Newly received Toll Tag status files shall be implemented within one hour of receipt.

The System shall retain a history of Toll Tag status files for a period of 90 days.

3.11.4 TRANSACTION FILES

The System shall (1) receive, (2) confirm the receipt of, and (3) post transaction files from reciprocal agencies.

The System shall send transactions created by reciprocal Customers to reciprocal agencies within 24 hours.

The System shall filter duplicate transactions submitted by reciprocal agencies.

3.12 Transaction Processing

The System shall receive and process all transactions sent to the RCSC from all Bay Area Toll Facilities which include Caltrans Toll Facilities, Express Lane Facilities, the Golden Gate Bridge (GGB), as well as CTOC Interoperable Toll Agencies and SFO Parking operation in accordance with the approved Interface Control Documents (ICDs). These transactions include FasTrak® toll transactions, FasTrak® non-toll (i.e., SFO Parking) transactions, and image-based transactions.

3.12.1 TOLL FACILITIES

3.12.1.1 BATA/Caltrans Facilities

Transactions that occur on the seven Bay Area toll bridges owned by Caltrans include FasTrak® transactions via Toll Tags and image-based transactions with License Plate images.

Each of the seven Caltrans toll facilities transmits their Toll Tag and image-based transactions to the BATA host computer which will combine them and forward a single transaction file onto the RCSC for processing. The System shall receive and process these transactions.

For image-based transactions, License Plate images captured at the lane level are processed through an Optical Character Recognition (OCR) engine. These images are compressed at the lane level for transfer due to current bandwidth issues.

3.12.1.2 Golden Gate Bridge

Transactions that occur at the Golden Gate Bridge include FasTrak® transactions via Toll Tags and image-based transactions with associated License Plate images. All Toll Tag transactions and images will be transmitted directly from the Golden Gate Bridge Host computer to the RCSC. The System shall receive and process these transactions.

It should also be noted that the Golden Gate Bridge is in the planning stages of implementing All Electronic Tolling (AET). A draft copy of the AET Business Rules is provided as Attachment B and is subject to change.

3.12.1.3 Express Lane Facilities

The I-680 SB Express Lanes are operated by the Alameda County Transportation Commission (ACTC). The I-580 Express Lanes, scheduled for opening in the near future, will also be operated by the ACTC. The I-237/I-880 Express Lanes are operated by the Santa Clara Valley Transportation Authority (VTA).

Transactions that occur on the Bay Area Express Lane Facilities are only FasTrak® transactions via Toll Tags as there are currently no image-based transactions on these facilities. These FasTrak® transactions will be transmitted by each Express Lane Host computer to the RCSC. The System shall receive and process these transactions.

It should be noted that although image-based tolling is not currently used on any of the current Express Lane projects, the ability to do so in the future shall be supported by the System.

3.12.1.4 CTOC Interoperable Agencies

The System shall receive and process transaction files received from each of the CTOC Interoperable Agencies via the approved CTOC ICD provided as Attachment E. These transaction files include the Toll Charges file (Toll Tag FasTrak® transactions) and the Pay-by-Plate file (image-based FasTrak® transactions).

3.12.1.5 Congestion Pricing

The existing BATA and GGB toll collection systems and existing Express Lanes systems have the ability to process congestion pricing transactions. To support congestion-pricing programs, the RCSC System shall be capable of processing the dynamic, real-time congestion pricing of current and future planned electronic toll transactions. The RCSC system shall generate or retrieve variable congestion pricing toll schedules by time and date in order to support customer account management functions.

3.12.2 NON-TOLL FACILITIES

3.12.2.1 SFO Parking

Currently the only non-toll facility supported by the RCSC is the San Francisco Airport (SFO) Parking. The System shall receive and process transaction files received from the SFO parking facility via the approved SFO Parking ICD.

3.12.3 CASH PAYMENT NETWORK

The System shall be capable of interfacing with BATA's cash payment network. Under this program, Customer may use a variety of point-of-sale terminals to make payments/deposits into their FasTrak® or License Plate accounts, pay invoices, or pay violations. The System shall be capable of supporting these cash transactions.

The Cash Payment Network shall support one-time pre-payment of tolls, accepting vehicle License Plate number and state along with toll payment.

A standard Cash Payment Network interface specification shall be made available for use by other provider of this functionality should BATA wish to work with additional vendors.

3.12.4 FASTRAK® TOLL TRANSACTION PROCESSING

The processing of Toll Tag toll transactions to active FasTrak® accounts by the System shall satisfy the operational, functional, and performance requirements specified in this Scope of Work and subsequent approved design documentation.

The System shall process files containing Toll Tag transaction records received from the Host Computer of each toll facility and from other CTOC interoperable toll agencies by posting this data to an account containing the Toll Tag ID number contained in the record.

FasTrak® transaction records sent to the System shall follow the CTOC File Specifications format. The System shall check all transactions received for valid data formats.

For valid Toll Tag transactions, the System shall perform the following transaction processing functions:

- 1) Automatic processing of Toll Tag transactions including transaction corrections, applying the appropriate fare and posting the transaction information to the proper FasTrak® account or placing it in the appropriate CTOC transaction file.
- 2) The System shall process all transaction corrections before sending the CTOC transaction file. The resultant transaction record shall then be automatically sent back to the sending facility's Host Computer for reconciliation in accordance with the approved ICD.

- 3) Process Toll Tag transactions so that the toll due amount is deducted from the FasTrak® account associated with the Toll Tag ID number included in the transaction record. The transaction data elements shall be written to the account in chronological order.
- 4) Process all Toll Tag transaction records and account status updates within a configurable time period in accordance with the BATA's and the GGB's business rules of receipt of the transaction.
- 5) Anomalies (e.g. a duplicate transaction) shall be detected by an automatic process and the anomalous transaction record shall be flagged, returned to the sending facility, and not posted to the account, as defined by the BATA and GGB business rules.
- 6) Comply with all CTOC reciprocity business rules and prepare all reciprocal file transfers in accordance with the CTOC ICD. The System shall send these files to the respective CTOC agency at configurable time intervals for the purpose of receiving payment from the CTOC agencies equal to the cumulative total of the toll paid amount for each of the transaction records in the file.
- 7) The System shall accept reciprocity files from other CTOC agencies and payment requests equal to the cumulative total of the toll amount due for each transaction. The System shall record the transaction information to the account and shall make payment on the amount owed to the requesting CTOC agency from the designated BATA or GGB bank account.

3.12.5 FASTRAK® SFO PARKING TRANSACTION PROCESSING

The processing of Toll Tag parking transactions to active FasTrak® accounts shall satisfy the operational, functional, and performance requirements specified in this Scope of Work and subsequently approved design documentation.

FasTrak® parking transaction records sent to the System shall follow the approved ICD format. The System shall check all transactions received for valid data formats.

The System shall deduct parking charges of \$10.00 or less directly from a Customer's prepaid account balance.

The System shall automatically execute a one-time charge to a Customer's credit card on file for parking charges in amounts of more than \$10.00. In the event of an initial credit card decline, the System shall be capable of making multiple attempts (set at a configurable level) as well as process any charge backs associated with the failed attempts. The System shall also be capable of charging a secondary credit card if one exists on file.

When a FasTrak® Customer opts out of parking, the System shall list their Toll Tag as inactive in the SFO file exchange. The default setting shall be to include all Customers using a credit card for replenishment in the SFO parking program. To be excluded from the program the Customer must opt out.

The current ICD for this SFO Parking program is attached as Attachment D to this Scope of Work.

3.12.6 IMAGE-BASED TRANSACTION PROCESSING

3.12.6.1 General Requirements

The Contractor shall perform all functions related to the processing and/or collection of tolls and associated fees and/or penalties for image-based transactions. These functions include:

- 1) Image Review and Processing
- 2) Pay by Plate Processing
- 3) License Plate Processing
- 4) Rental/Fleet Vehicle Processing
- 5) Registered Owner Identification
- 6) Registered Owner Account Match
- 7) One-Time Payment (Customer Initiated)
- 8) Invoice Processing
- 9) Violation Processing
- 10) Disputes and Contests
- 11) California Vehicle Registration Holds
- 12) Third-Party Collections

The System shall apply varying image-based transaction processing business rules by facility. The processing rules and toll rate associated with image-based transactions will vary by facility.

3.12.6.1.1 *Caltrans Facilities*

Image-based transactions on the Caltrans facilities occur when a vehicle travels through a FasTrak® lane without a Toll Tag detected by the lane system, or a Toll Tag was detected but the tag status was determined to be Invalid. License Plate images are captured by in-lane cameras for these vehicles for subsequent processing at the RCSC. The images will pass through an OCR process which will return a plate number and a confidence level.

At the RCSC, images that exceed a pre-determined OCR confidence level are processed against the License Plates for valid FasTrak® Customers or License Plate Accounts. Images that do not meet the pre-determined OCR confidence level or images that do not pass through the OCR process shall be manually reviewed then processed against License Plates of valid FasTrak® Customer or License Plate Accounts. If a match is found, an image-based toll transaction is posted to the FasTrak® account for BATA Customers or placed in the appropriate CTOC reciprocity transaction file. If a match is not found or payment is not received within the configurable grace period, the image-based transactions are processed as violations. The System shall be easily configurable to allow for the insertion of invoice processing for Caltrans facilities should the business rules associated with those facilities change a later date.

Violations processing involves activities including determining the registered owners of the vehicles, sending violation notices, receiving and processing violation payments, proactive communications with Customers/violators, addressing violation disputes, requesting DMV

vehicle registration holds for violators that are unresponsive, and finally turning over unpaid violations to a collections agency. The Contractor shall contact frequent violators to resolve outstanding violations and associated issues.

3.12.6.1.2 *Golden Gate Bridge*

Image-based transactions at the Golden Gate Bridge (GGB) are generated similarly to those at Caltrans. At the RCSC, images that exceed a pre-determined OCR confidence level are processed against the License Plates for valid FasTrak® Customers or License Plate Accounts. Images that do not meet the pre-determined OCR confidence level or images that do not pass through the OCR process shall be manually reviewed then processed against the License Plates of valid FasTrak® Customer or License Plate Accounts. If a match is found, an image-based toll transaction is posted to the FasTrak® account for BATA Customers or placed in the appropriate CTOC reciprocity transaction file. If a match is not found or payment is not received within the configurable grace period, then the registered owner is sent an invoice. If payment is not received by the invoice due date, then the transaction is processed as a violation. Refer to Attachment B for GGB specifications.

3.12.6.1.3 *CTOC Interoperable Agencies*

Image-based transactions at CTOC facilities that were identified to be valid BATA or GGB FasTrak® Customers shall be processed by the RCSC in the same manner as Toll Tag transactions and posted as guaranteed tolls in accordance with the CTOC reciprocity agreement.

3.12.6.2 Image Review and Processing

The System shall receive and reconcile images from both Caltrans facilities and the Golden Gate Bridge according to the lane system interface control document.

The System shall process images via OCR above a configurable confidence level, established by BATA for Caltrans bridge transactions and by GGB for GGB transactions, upon receipt.

The Contractor shall review and process all images not processed by OCR.

The Contractor's image review processes shall include procedures that result in the level of accuracy required by the Key Performance Indicators (KPI), such as blind reviews, quality checks, and escalation procedures.

The System shall provide for image enhancement of low quality images for the purposes of extracting a readable License Plate.

The System shall record the License Plate information for each corresponding image-based transaction successfully reviewed. At a minimum, the System shall record and store the License Plate characters, state (jurisdiction of the registration), and plate type.

The System shall record a resolution code to denote the reason for a vehicle plate not being captured for all image-based transactions not processed. The codes for unprocessed images shall be agreed upon by BATA to ensure consistency in facility monitoring and reporting.

The Contractor shall monitor and report on the quality of images received from the lane system in a manner which allows for the quick escalation of in-lane camera or OCR issues and tracks the camera performance on a configurable basis.

The System shall provide for the entry of a notation and/or coding on a transaction where the plate cannot be processed in more than one transaction to allow for ease of recall and research in order to facilitate the identification of individual problem plates or deliberate violators.

The Contractor shall analyze unprocessed images with a notation or coding on a periodic, configurable basis and research and troubleshoot problem plates to reduce the recurrence of them being unable to process.

The Contractor shall prepare a monthly list of repeat toll violation offenders (processed and unprocessed images) with transaction time and location information as well as any additional information that may be helpful to the visual observation of future transactions by the California Highway Patrol (CHP).

The System shall provide for flagging of plates with which processing problems have been previously identified (e.g., registered owner errors with DMV, plate type issues, etc.).

The Contractor shall review all flagged plates manually to prevent repeat erroneous issuance of invoices or violation notices.

The Contractor shall perform secondary review of images contested by the Customer to validate the image was processed correctly or correct an error and reprocess the transaction based on the correction.

The Contractor shall perform a secondary review of all images for which no registered owner is identified on the first attempt to the DMV or other source.

The System shall store images in their native format (as received) as well as any OCR information provided by the facilities.

The System shall store all processed images in a fashion which is easy to recall by Customer, vehicle plate, account number, violation number, or any other references used by the System to track violations.

The Contractor shall retain all images in native electronic file format for at least 4 ½ years. Images retained beyond thirty six (36) months may be stored offline but shall be stored and retrievable in native electronic file format.

3.12.6.3 Pay-by-Plate and License Plate Account Processing

The System shall match and post image reviewed transactions to a Customer account prior to the issuance of an invoice, violation notice, placement of a DMV hold, or transfer to the collection's agency.

The System shall select the designated toll amount from the transaction file, provided by the lane system, for Pay-by-Plate or License Plate processing according to each facility's corresponding business rule and Customer account type.

The System shall assess a configurable processing fee to each Pay-by-Plate transaction upon posting to an account and upon the accumulation of a configurable number of Pay-by-Plate transactions in a configurable period of time according to the fee rules for the corresponding account type.

See Attachment B, RCSC Specification Regional Video Tolling and Golden Gate Bridge All Electronic Tolling.

3.12.6.4 Rental/Fleet Vehicle Processing

The Contractor shall process transactions incurred by rental car agencies and fleets according to the terms of the existing agreements with BATA.

The Contractor may propose to enter into additional agreements with third-party processors for the purpose of additional fleet transaction processing. Such agreements shall be submitted to BATA for their review, comment, and written approval in advance of executing any third-party agreement. BATA reserves the right to execute any third-party agreement directly as well.

The Contractor shall adhere to the terms of the third-party processing agreements.

The general business rules for rental processing are as follows:

- 1) The Contractor shall maintain a prepaid License Plate account for each third-party processor.
- 2) The Contractor shall adhere to the standard License Plate account business rules unless otherwise stipulated in the agreement and granted approval in advance by BATA.
- 3) The System shall process tolls via the Pay-by-Plate process to the account, as specified in the agreement.
- 4) The System shall support the assessment of the FasTrak® toll rate or License Plate Account toll rate for rental/fleet vehicle accounts, configurable by agency.
- 5) The System shall perform routine (not less than daily) electronic file exchanges, as agreed to in the terms of the agreement and the rental/fleet interface control document provided in Attachment F, to ensure the rental fleet vehicle License Plate file is current.
- 6) The Contractor shall interface with Customers and the third-party processors to resolve Customer disputes, complaints, or other issues arising from the services provided by the third-party processor.
- 7) The Contractor shall provide standard reports and queries regarding rental-car toll transaction and payment processing activity as requested by BATA.

The System shall allow the inclusion of up to two million plates in a single account without impact to the System performance.

3.12.6.5 Vehicle Registered Owner Identification

The Contractor shall identify the vehicle registered owner name and address for all License Plate transactions not posted as Pay-by-Plate.

The Contractor shall establish an interface directly with the California DMV on behalf of BATA.

The Contractor shall establish an interface with individual states or a third party out-of-state processor on behalf of BATA.

The Contractor shall track plates for which no registered owner information is received and perform extra measures to identify the registered owners of plates that have repetitive transactions.

The System shall record the registered owner source as support for the transaction as it progresses through the collection process.

The System shall be able to record multiple registered owners for the same vehicle plate according to the effective date as provided by a Customer and the DMV.

The System shall automatically reprocess plate requests that do not initially return a registered owner at a configurable frequency to be approved by BATA.

The System shall record all registered owner inquiry attempts and establish a means for tracking, recording, and reporting all failures.

The Contractor shall investigate and implement strategies that will improve the DMV hit rates and allow for enhanced vehicle ownership identification capabilities, while maintaining compliance with state statutes. This may include the use of third party data suppliers and/or using or providing additional registration attributes as a part of the registered owner query.

3.12.6.6 Registered Owner Account Match

The System shall perform a query of the Customer account database to identify any potential Customers that may have transactions in the image-based transaction file.

The System shall add the plate and toll(s) to any Customer accounts where the name and address match the name and address returned by the DMV. This requirement shall have the ability to easily be turned on or off at the direction of BATA.

The System shall generate an email or letter informing the Customer that the plate has been added or request permission to add the plate.

3.12.6.7 One-Time Payment (Customer Initiated)

The System shall have the ability to capture a Customer Initiated Cash Payment or a Customer Initiated limited term credit card post-payment in advance of the image-based transaction being processed. The time frame for making an advance payment shall be a configurable number of days preceding the transaction date and a configurable number of days following the transaction date.

The Contractor shall assist the Customer in determining the toll amount due for a trip that has yet to occur or has occurred but not yet been processed via all means of Customer contact.

The System shall have a configurable limit as to the number of Customer Initiated Payments a Customer can make within a configurable period of time. Upon expiration of the configurable time period or upon reaching the configurable threshold of toll payments, the Customer initiated cash pre-payment or credit card post-payment shall no longer be valid.

For advance payments, the System shall capture the vehicle plate information and record the toll payment.

For limited term credit card post-payment, the system shall capture vehicle plate information and credit card information necessary to process payment (credit card number, card verification value, billing zip code, and/or billing name and mailing address, as necessary).

The System shall apply the advance payment to a transaction matching the prepaid toll value and occurring within the one-time Customer Initiated Payment window.

The system shall recognize unapplied one-time payments as revenue on a configurable expiration date for each payment.

The System shall provide the ability for a customer without a license plate to make a one-time payment via phone, web, check or money order, or the Cash Payment Network.

See Attachment B, RCSC Specification Regional Video Tolling and Golden Gate Bridge All Electronic Tolling (latest revision).

3.12.6.8 Invoice Processing

The System shall generate invoices to registered owners of a vehicle for image-based transactions on facilities where it is offered.

The System shall issue an invoice for a configurable number of days from the transaction date.

The Contractor shall be responsible for the printing and mailing of all invoices and related correspondence.

The System shall include all transactions eligible for invoicing for a single plate and registered owner.

The System shall issue subsequent invoices for additional transactions for the same plate and registered owner name and address on a configurable frequency, which is currently set at monthly

The System shall allow for the configuration of invoicing by time period, number of transactions, and dollar value.

The System shall allow for a configurable invoice fee which may either be a flat fee per invoice, a flat fee per transaction, or a percentage of the dollar value. The System shall allow for the invoice fee to be applicable by agency.

The System shall generate a configurable due date based on invoice generation date.

The Contractor shall include the following information on each invoice:

- 1) Customer name (as returned from the DMV)
- 2) Address (as returned from the DMV)
- 3) License Plate state and number
- 4) Vehicle make and model
- 5) Transaction(s) date(s) and time(s)
- 6) Transaction(s) amount
- 7) Facility
- 8) Lane
- 9) Total Due
- 10) Invoice Number
- 11) Invoice Date
- 12) Due Date
- 13) Summary of previous unpaid violations associated with the License Plate image and registered vehicle owner

14) FAQ's regarding account and payment options

15) Description of escalation process

16) RCSC contact information

17) Remittance advice

The Contractor shall process and resolve all disputed invoice transactions.

The System shall suspend all disputed invoice transactions from escalation to a violation until the dispute has been resolved.

The System shall track and report open suspended License Plate transactions or violations by date of suspension.

The Contractor shall provide a written response to all invoice disputes.

The System shall provide a configurable set of invoice dismissal or reduction codes as defined by BATA's business rules.

The Contractor shall reissue invoices where a valid dispute resulted in a correction to the name and address of the registered owner.

The System shall support conversion of invoice transactions to a new or existing FasTrak® or License Plate account via the Web, walk-in center, satellite walk-in center, mail, and by phone.

The System shall support the reduction or waiver of fees associated with invoicing when converting to an account.

The System shall provide a Web interface where a Customer can perform the following related to an invoice:

- 1) Convert to a FasTrak® or License Plate account
- 2) Make a payment for a single or multiple transactions
- 3) View transaction details (date, time, facility, lane, toll amount, vehicle image, date of invoice, due date)
- 4) Dispute a toll.
- 5) Provide an existing FasTrak® or License Plate account for processing of the transaction

See Attachment B, RCSC Specification Regional Video Tolling and Golden Gate Bridge All Electronic Tolling.

3.12.6.9 Violations Processing

The Contractor shall comply with the California Vehicle Code Statute, or as amended, Division 17, Chapter 1, Article 4 Sections 40250 through 40273 and all other related laws, regulations, and BATA policy while processing toll violations on behalf of BATA.

The Contractor shall be responsible for all aspects of the violation processing and related collection activity.

The Contractor shall provide the capability and connection to the California DMV and other DMV's to retrieve name and address of the vehicle's registered owner.

The System shall recognize all unpaid image-based transactions on non-invoice facilities and unpaid invoice transactions as "violations."

The Contractor shall be responsible for the generation, printing, and mailing of all violation notices within 21 days of the transaction date.

The Contractor shall process both outgoing and incoming violation mail as described in Section 3.3.2 Account Maintenance.

The Contractor shall process all violation payments as described in Section 3.10 Payment Processing.

The Contractor shall monitor the violation database and identify any repeat violators and perform additional efforts to stop and resolve the violations.

The System shall establish violation accounts where transactions for the same registered owner will be accumulated.

The System shall provide the ability for a CSR to search for additional violations by name, address, or plate number.

The System shall have the ability to attach a penalty and delinquent penalty according to the business rules established for each facility.

The System shall have the ability to generate a series of escalating or delinquent violation notices at configurable time periods.

The System shall have the ability to include a supporting image of the violating vehicle on the notice.

The System shall have the ability to generate a notice which includes a single violation transaction for BATA.

The System shall have the ability to generate a notice which includes multiple violation transactions for GGB.

The System shall be configurable to allow for single or multiple violation transaction notices for any facility, as directed by BATA.

The Contractor shall provide a violation notice mock-up for BATA approval.

The System shall allow for posting toll violation transactions to Customer accounts at the appropriate toll value according to each facility's business rules.

3.12.6.10 Disputes and Contests

The Contractor shall be responsible for the investigative review and processing of all violation disputes or contests in accordance with the California Vehicle Code and BATA's business rules.

The Contractor shall accept disputes and contests via phone, email, fax, Web, and the walk-in centers.

The System shall indicate that a violation is under review and record the date the request is received.

The System shall suspend violation transactions upon receipt of a dispute to prevent escalation through the collection process until the review is complete.

The Contractor shall record all supporting information or documentation the violator provides in support of their dispute or contest.

The Contractor shall acknowledge receipt of a contest or dispute in writing upon receipt.

The System shall provide a queue of disputes or contest requests, by date of request, for processing by assigned staff.

The System shall not remove a dispute or contest from the queue until the review is complete and the violator is provided with the results.

The Contractor shall review a Customer's claim and the information supporting the dispute violation and render a decision within five (5) days.

The Contractor shall provide a description of the investigative review findings and reasons supporting the decision in the violator account.

The System shall provide a configurable set of violation dismissal or reduction codes as defined by BATA's business rules.

The Contractor shall enter the proper dismissal or reduction code according to the investigative review findings.

The Contractor shall provide a written response to the violator via first class mail and record the final disposition in the System.

The System shall escalate violations which are upheld in the investigative review process after a configurable period of time.

The Contractor shall receive and record appeals to the investigative reviews.

The Contractor shall provide all information related to the violation and violator's claim to the administrative review officer.

The System shall place violations under administrative review in suspense until the review is complete.

The Contractor shall record the results of an administrative review and issue a refund if the violation is dismissed.

The Contractor shall provide to BATA a rolling monthly report on the status of all disputes and contests. The report shall include, at a minimum, summary information for the reporting period and year-to-date, as well as detail information (date, status, dispute code, resolution, etc.) for each dispute or contest that is active or recently resolved since the last monthly report.

3.12.6.11 California Vehicle Registration Holds

The Contractor shall establish an agreement and interface with the California DMV for the processing of vehicle registration holds and releases.

The System shall provide the DMV with unpaid toll violations for the placement of registration holds.

The System shall update the violation account when updates are provided by the DMV.

The System shall provide an automatic release of a DMV hold upon receipt of payment to the RCSC.

The Contractor shall prepare and deliver to the violator a manual abstract of release for a resolved or paid violation upon request.

The System shall update the DMV when there has been a change in the status of a violation on DMV hold.

The Contractor shall receive, deposit, and post a monthly revenue check received from the DMV to the individual violations indicated with the revenue collection.

The System shall post the DMV hold fee to each violation.

The System shall write off any individual transaction balance remaining after the posting of a DMV payment should there be a difference.

3.12.6.12 Third Party Collections

The Contractor shall forward negative balance FasTrak® accounts, violation transactions for which the 21 day California Vehicle Code (CVC) noticing requirement was not met, and unpaid toll violations not on DMV hold, to BATA's designated collection agency, as set forth in BATA's business rules.

The Contractor shall provide support to the collection agency to resolve any disputed accounts or balances.

The Contractor shall accept payments from the collection agency and post them to the appropriate account.

The Contractor shall process any payments received from the collections agency and reduce any balances deemed uncollectible according to BATA's business rules.

The Contractor shall record any additional fees or interest that result from collections activity.

The Contractor shall reconcile all activity between the RCSC and collection agency.

The Contractor shall provide the reports as defined by BATA. The reports shall include, but not be limited to, an aging of accounts placed in collections.

The Contractor shall provide an aging of accounts forwarded to collections and shall also provide other reports and queries as required by BATA regarding the collections activity.

The System shall have the option, upon BATA's direction, to write-off balances and thereby end the processing of transactions upon transfer to a third-party collection agency.

3.13 Financial Accounting

3.13.1 GENERAL REQUIREMENTS

The Contractor shall account for all financial transactions processed by the RCSC according to Generally Accepted Account Principles (GAAP) and as directed by the BATA Finance Department.

The System shall be easily configurable to add new transaction types with proper accounting treatment.

The Contractor's Financial System shall include subsidiary and general ledgers with "double-entry" accounting according to GAAP.

All financial transactions processed shall post to the RCSC general ledger as BATA's processing rules define.

The Contractor's Financial System shall serve as BATA's subsidiary ledger for RCSC Operations and tolling activity.

The RSCS shall produce a trial balance, financial statements, and journal entries to be posted directly to the BATA enterprise ledger and primary general ledger.

The Contractor and the System shall meet the following general requirements for accounting:

- 1) Comply with Generally Accepted Accounting Principles (GAAP), including Governmental Standards Board Requirements (GASB).
- 2) Comply with BATA accounting policies and procedures.
- 3) Prepare and provide timely and accurate financial information and reports.
- 4) Support accounting for RCSC transactions with a fiscal impact using multiple self-balancing accounts according to BATA's fiscal year.
- 5) Make daily transfers of funds to BATA designated custodians.
- 6) Posts RCSC processed transactions with a fiscal impact to the proper accounting period.
- 7) Adhere to BATA's daily, monthly, year-end closing schedule.
- 8) Respond to requested changes in BATA accounting policies, procedures, and treatment immediately, adjusting and reclassifying activity as necessary.
- 9) Resolve any reconciling differences immediately upon discovery.
- 10) Provide trial balance and general ledger account detail reports as well as financial statements (balance sheet, income statement and sources and used of fund statements) for RCSC processed transactions monthly by facility and/or fund as designated by BATA.
- 11) Provide a mapping of all transactions with a financial impact to the general ledger.

3.13.2 FINANCIAL FUNCTIONS

The Contractor and the System shall account for all RCSC processed transactions and activities with a fiscal impact within the proper financial period. Each transaction shall include a unique identifier that provides traceability of each transaction from its point of origin through its final posting to the general ledger.

A sample of Transaction Codes, Chart of Accounts, and Fund Distribution Schedules are provided in Attachment G. The samples are for reference only. The Contractor shall work with BATA during System development to obtain updates to the information provided.

The financial functionality of the system shall:

- 1) Establish a correlating general ledger debit and credit for each transaction type.
- 2) Establish a separate set of general ledger and subsidiary ledger accounts and reports for FasTrak® and License Plate Toll operations.
- 3) Provide an audit trail for each transaction.

- 4) Provide for user configurable processing rules by facility, account type, transaction type, payment method, account age, account violation status, and other defined parameters.
- 5) Automatically generate double-entry bookkeeping entries for each transaction or batch of transactions.
- 6) Post the entries to appropriate general ledger accounts based on one or more chart of accounts and user configurable processing rules.
- 7) Include the ability to have multiple self-balancing funds based on user configurable rules.
- 8) Include the ability to account for toll revenue, at the transaction level, for multiple funds by facility.
- 9) Support use of defined dates when generating general ledger entries based on user configurable processing rules.
- 10) Automatically identify the source of all Transactions, including those generated by automated processes (such as auto-replenishment) and Customer interaction based on user configurable processing rules.
- 11) Ensure the general ledger and subsidiary ledgers within and across funds are in balance at all times.
- 12) Adhere to proper cut-off procedures for daily, monthly, and year-end close.
- 13) Allow for the controlled entry of journal entries to facilitate closing entries according to GAAP.
- 14) Support the use of multiple accounting years and associated months, quarters and year-end based on user configurable processing rules.
- 15) Provide the ability to automatically roll forward year-end balances based on user configurable processing rules.
- 16) Automatically adjust period end balances when posting transactions to a prior period, based on Effective Dates and user configurable processing rules. Disallow prior period adjustments after the period has been closed.
- 17) Provide reporting both on demand and on a scheduled basis as defined in Section 3.16 Reporting.

3.13.3 FINANCIAL TRANSACTIONS

The following are samples, which may not be a complete listing and may change over time, of the transactions types processed within the RCSC that have a financial impact. Each transaction type will be processed according to the defined business rules and requires a fixed correlating entry or entries to the RCSC general ledger.

The Contractor shall provide a general ledger mapping for the automated System entries for each of transaction type processed by the system. The general ledger mapping will provide the assigned transaction codes and the correlating general ledger debit(s) and credit(s) entries. Any new transaction codes created during the operating period will be tested in advance of implementation.

1) Payment Processing

- a) Individual FasTrak® Account Payments
- b) Automated FasTrak® Account Payments
- c) License Plate Account Payments
- d) Post-Paid Invoice Payments
- e) Violation Payments
- f) Retail Payments
- g) Interoperable Partner Payments
- h) DMV Payments
- i) Collection Agency Payments- FasTrak® Accounts
- j) Collection Agency Payments- Violations

2) FasTrak® Account Charges

- a) Toll Transactions (from FasTrak®, Express Lanes, and CTOC)
- b) Non-Tolling Transactions
- c) Fee Application
- d) Toll Tag Sale
- e) Sales Tax

3) FasTrak® Account Adjustments

- a) Discounts
- b) Promotional Credits
- c) Other Account Credits
- d) Reversals
- e) Adjustments
- f) Charge backs
- g) Refunds

4) Toll Tags

- a) Deposit Receipt
- b) Deposit Forfeiture
- c) Retail Advance Loading

5) Collections Activity

- a) License Plate/Invoice-I Fee Assessment
- b) Violation Penalty Assessment
- c) Additional Fee Assessment
- d) Transfer of Violation Toll to FasTrak® Account

- e) Violation Adjustments/Reductions
- f) Violation Transfer to DMV and/or Collections
- g) Interest Calculation
- h) Negative Account Balance to Collections
- i) Write-offs

3.14 Reconciliation

The Contractor shall provide Services to support daily and monthly reconciliation of all transactional and Customer service financial activity

The Contractor shall ensure that all transactional and Customer service financial activity are balanced and reconciled against each other to ensure accurate financial accounting of Toll collection activities.

The Contractor shall ensure that all subsidiary ledgers balance to their respective general ledgers at all times.

All Contractor transactions and account reconciliations shall meet the following general requirements:

- 1) Support user configurable parameters and thresholds for reconciliation frequency, level of detail, exception identification, matching criteria, and other defined parameters.
- 2) Automatically validate and report the successful or unsuccessful completion of all automated reconciliations, notifying designated parties.
- 3) Contractor shall report the results of all reconciliations to BATA.
- 4) Contractor shall work with BATA to detail the procedures and processes for reconciliation prior to Operations Commencement.

The System shall provide full audit and reconciliation functionality.

The System shall provide for daily reconciliation of all transactions.

The System shall record the disposition of every transaction, that is whether it was posted to the Customer account or not, and, if not, a reason for rejection.

The System shall record prepaid tolls separately from prepaid Toll Tag deposits.

The System shall have the capability of receiving, posting and reconciling all transactions occurring from the Cash Payment Network.

The System shall track at least the following information by location for daily and monthly reconciliation:

- 1) Date
- 2) Cash deposits
- 3) Check deposits

- 4) Insufficient-funds returned checks
- 5) Credit card charges by issuer
- 6) Credit card refunds by issuer
- 7) Credit card charge backs by issuer
- 8) Credit card totals by issuer
- 9) Total daily deposits

The System shall track at least the following retail transaction information for daily and monthly reconciliation:

- 1) Toll Tag deposits
- 2) Account opening balance payments
- 3) Account replenishment payments
- 4) Miscellaneous payments
- 5) Statement fees (if any)
- 6) Invoice Fees
- 7) Invoice Toll Payments
- 8) NSF Fees
- 9) Maintenance fees (if any)
- 10) Violation fee payments
- 11) Toll payments related to violations

The Contractor shall demonstrate successful completion of all reconciliation through the delivery of a monthly report.

3.14.1 TOLL AND PARKING FACILITY ACTIVITY

The Contractor shall establish, operate, and maintain reconciliations with all Facilities at least daily with daily, weekly, and monthly recaps.

The Contractor shall automate reconciliation to the extent possible.

The daily reconciliations with Facilities shall meet the following requirements processed in this order:

- 1) The Contractor shall provide separate control totals to verify the number of Toll Tag and image-based Toll Transactions transmitted from each facility and associated lanes and received by the RCSC based on user configurable parameters to be defined in the Interface Control Document.
 - a) Where exceptions are identified, the Contractor shall reconcile the file to ensure that each uniquely identifiable Transaction number is processed only once.
 - b) The Contractor shall confirm that the RCSC has received all Toll Tag and image-based Toll Transactions.

- 2) The Contractor shall Match Toll Tag and image-based Toll Transactions by facility, lane, and time frame to identify potential duplicate Transactions, using account information to match registered vehicle license plates with Toll Tag Transactions occurring within the same time frame and marking duplicate Transactions as invalid/duplicate based on user configurable processing rules to produce reconciled Toll Tag and image-based Toll Transactions.
 - a) The Contractor shall automatically report duplicate Toll Transactions by facility, lane, and time frame daily with a weekly and monthly recap for use in trend analysis and issue resolution.
 - b) The Contractor shall also reconcile image-based Toll Transactions sent from the VES (Violation Enforcement System) and RCSC to ensure all valid violations were received and acknowledged. Reason Codes shall be provided for any variances identified.

3.14.2 TOLL TAG ACCOUNT TRANSACTION POSTINGS

The Contractor shall establish, operate, and maintain daily reconciliations for Toll Tag Account Transaction Postings with a monthly recap.

The Contractor shall automate reconciliation to the extent possible.

The daily reconciliations for Toll Tag Account Transaction Postings sales shall meet the following requirements:

- 1) Match reconciled Toll Tag Transactions in total to daily Toll Tag values posted to accounts.
 - a) The Contractor shall identify and resolve exceptions by reversing and adjusting Transactions or manually adjusting Transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.
 - b) The Contractor shall verify that all exceptions have been resolved.
- 2) The Contractor shall match daily reconciled image-based Toll Transactions in total to Toll values posted to accounts, transactions pending vehicle ownership information, transactions pending license plate image review, transactions associated with unreadable images, sales pending issuance of a video bill or violation notice, sales pending collections, and other defined transactions stages across toll occurrence dates based on user configurable processing rules.
 - a) The Contractor shall identify and resolve exceptions by reversing and adjusting Transactions.
 - b) The Contractor shall verify that all exceptions have been resolved.
- 3) The Contractor shall automatically ensure that total counts for transactions pending for vehicle ownership information, transactions pending for license plate image review, transactions associated with unreadable images, transactions pending for issuance of a video bill or a violation notice, transactions pending for collections, and other defined transactions match pending transaction queues across tolling sale dates based on user configurable processing rules.

- a) The Contractor shall identify and resolve exceptions by reversing and adjusting Transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.
 - b) The Contractor shall verify that all exceptions have been resolved.
- 4) The Contractor shall establish, operate, and maintain automated reconciliations for tolling transactions daily, weekly, monthly, quarterly, and annually that compare Toll and image-based Toll Transactions to-date to tolling transactions posted to accounts (Toll Tag or vehicle license plate based), transactions pending for vehicle ownership information, transactions pending for license plate image review, transactions associated with unreadable images, transactions pending for issuance of a video bill or violation notice, sales pending for collections, and other defined parameters based on user configurable processing rules.
- a) The Contractor shall identify and resolve exceptions by reversing and adjusting Transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.
 - b) The Contractor shall verify that all exceptions have been resolved.

3.14.3 OTHER TRANSACTIONS AND FEES

The Contractor shall establish, operate, and maintain automated reconciliations for other sales and fees daily with a monthly recap.

The daily reconciliation for other sales and fees shall meet the following requirements:

- 1) Match total fees, penalties and interest charged, for example, to cash receipts and amounts posted to accounts, by fee type, account type, and other defined parameters based on user configurable processing rules.
- 2) Match total other transactions by type, location, remittance method, and other defined parameters to cash receipts and amounts posted against accounts based on user configurable processing rules.

The Contractor shall identify and resolve exceptions by reversing and adjusting transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and, and other defined parameters.

The Contractor shall verify that all exceptions have been resolved.

3.14.4 FINANCIAL INSTITUTIONS

The Contractor shall deposit to separate bank accounts and reconcile the deposits and payments for each of the following types of accounts listed below.

This reconciliation shall include the following bank accounts:

- 1) FasTrak® Prepaid
 - a. Account Balances
 - b. Violation Revenues
 - c. Refunds

- d. Bank Fees
- 2) SFO Direct Credit Card Charges
- 3) License Plate
 - a. Prepaid, Post-paid, one-time payments
 - b. Invoicing
 - c. Refunds
 - d. Bank Fees
- 4) Cash Payment Network

The Contractor shall establish, operate, and maintain automated reconciliations with the Bank and processors for cash, check, electronic funds transfer, ACH, credit card, branded debit card, and any other activity for cash equivalents and related instruments daily with a monthly recap. The daily reconciliations with financial institutions shall meet the following Requirements:

- 1) Match activity at the transaction level by tender type and date based on user configurable processing rules.
- 2) Include deposits, credits, Refund Transactions, returned items, other adjustments, and notifications of change, for example, based on user configurable processing rules.
- 3) Reconcile RCSC cash account Transactions with financial institutions to account replenishment and other payment, credit, and Adjustment Transactions (posted, suspended, unprocessed, and other define parameters), ensuring that all cash account remittances have been posted as payments based on user configurable processing rules.
- 4) Identify exceptions by transaction and exception cause (Transaction identifier, date, dollar amount, positive or negative, type, account) and other defined parameters based on user configurable processing rules.
- 5) Allow Authorized Users to make adjustments to exception Transactions and re-execute the automated reconciliation based on user configurable processing rules.
- 6) Allow Authorized Users to record results of research into exceptions, associate scanned documents and other images with exceptions based on user configurable processing rules.
- 7) Automatically carry forward unresolved exceptions and match to subsequent financial institution or transaction activities, documenting the date resolved in both reconciliation results and any associated account.
- 8) All cash transactions including cash and deposits received, remitted and adjusted by the RCSC to various financial institutions shall:
 - a) Post to the customer accounts on a daily basis within 24 hours
 - b) Reconcile to the daily bank deposits
 - c) Match the cash amount posted to the corresponding general ledger account
- 9) All credit card transactions shall be transmitted to the credit card processor promptly and reconciled with the processor through and automated interface. Reconciling differences will be immediately investigated.

3.14.5 ACCOUNTS RECEIVABLE

The Contractor shall establish, operate, and maintain automated reconciliations that compare daily account receivable activity and balances by month.

The Contractor shall demonstrate that last month's ending balance for accounts receivable plus all current month's account receivable activity equals this month's ending balance for accounts receivable based on user configurable processing rules.

The System shall provide accounts receivable sub-ledgers for each transaction type resulting in a balance due the RCSC.

The daily reconciliation for accounts receivable activity and balances will include, but not be limited , to the following transaction types:

- 1) Negative Balance FasTrak® Accounts
- 2) Outstanding Invoices (License Plate Accounts)
- 3) Outstanding Violations
- 4) Retail Tag Sales
- 5) CTOC Balances Due

The System shall perform aging for each transaction type based on configurable aging parameters and BATA business rules.

The System shall provide an aging of balances by facility, agency, or vendor by configurable monthly periods.

The System shall perform an aging of revenue due from CTOC partners.

The System shall provide a summary of activity (e.g., additions, reductions, payments, write-offs) by aging category over a configurable period of time.

The System shall provide a detailed accounts receivable balance report listing all accounts and balances by subsidiary general ledger account. These balances shall reconcile to the Trial Balances.

The System shall generate a payment report that shows all revenue collected and posted to the customer account and subsidiary ledger accounts for the purpose of reconciling to the trial balance and settling funds.

The Contractor shall identify and resolve exceptions by reversing and adjusting transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.

The Contractor shall verify that all exceptions have been resolved.

3.14.6 ACCOUNTS PAYABLE – DUE TO AGENCIES

The Contractor shall establish, perform, and maintain automated reconciliations that compare daily accounts payable activity and balances by month.

The daily reconciliations for balances and activities for other agencies will include the following:

- 1) CTOC Balances Owed
- 2) San Francisco Airport Parking Balances Owed
- 3) Express Lanes Balances Owed
- 4) BATA Balances Owed
- 5) Golden Gate Bridge Balances Owed
- 6) License Plate Toll – Due to BATA
- 7) License Plate Tolls and Invoiced Tolls – Due to Golden Gate Bridge
- 8) Cash Payment Network

The System shall provide an accounts payable reconciliation report for each transaction showing the beginning balance, detail of the current month's activity and ending balance which will reconcile to the Trial Balance

The System shall provide an accounts payable aging report showing balance owed by facility, agency, or vendor by configurable months.

The Contractor shall identify and resolve exceptions by correcting transactions based on user configurable processing rules that may vary by exception type, customer type, transaction type or other parameters defined by BATA.

3.14.7 ACCOUNT ACTIVITY AND BALANCES

The Contractor shall establish, operate, and maintain automated reconciliations that compare account activity and balances by Day and month.

The daily reconciliations for account transactions and balances shall meet the following requirements:

- 1) Demonstrate that last month's net ending balance for prepaid Customer Toll Accounts + this month's initial and recurring replenishments ± adjustments – this month's prepaid Customer Toll Account debits = this month's net ending balance for Prepaid Accounts.
- 2) Demonstrate that payments (recurring and one-time) applied to accounts + cash based other credits and fees = total payments collected and remitted to financial institutions by Day and month.
- 3) Automatically identify and report out-of-balance Customer Toll Accounts (payments –sales ≠ account balance) based on Authorized User configurable processing rules.

The Contractor shall identify and resolve exceptions by reversing and adjusting transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.

The Contractor shall verify that all exceptions have been resolved.

3.14.8 BATA FINANCIAL, ACCOUNTING, AND OTHER

The Contractor shall establish, operate, and maintain automated reconciliations between BATA's financial system general ledger account balances and RCSC Transactions and balances by month and at fiscal year-end (for multiple fiscal accounting periods).

The daily reconciliation for BATA financial system general ledger account balances shall meet the following Requirements:

- 1) Demonstrate that cash received, remitted, and adjusted by the RCSC to various financial institutions matches cash posted to the general ledger across funds, for example, based on user configurable processing rules.
- 2) Demonstrate that Toll transactions and other transactions and fees processed by the RCSC match sales posted to the general ledger across funds based on user configurable processing rules.
- 3) Demonstrate that the difference between cash and sales matches the net of the liability for Prepaid Accounts and accounts receivable as adjusted for write-offs and other settlements across funds, for example, based on user configurable processing rules.

The Contractor shall identify and resolve exceptions by reversing and adjusting transactions based on user configurable processing rules that may vary by exception type, Customer type, Transaction type, and other defined parameters.

The Contractor shall notify BATA of any exceptions.

The Contractor shall make reconciliations and corrective action to resolve exceptions available to BATA for review and Approval.

The Contractor shall verify that all exceptions have been resolved.

3.14.9 INTERNAL CONTROLS

The Contractor shall follow methods and procedures necessary to provide reasonable assurance that the following objectives can be achieved:

- 1) Safeguard assets and minimize revenue loss
- 2) Ensure validity of financial records and reports
- 3) Provide adherence to policies, procedures, laws and regulations
- 4) Provide effective and efficient operations

The Contractor shall prepare a financial internal control plan for BATA or its designee's review and approval.

The Contractor shall monitor the plan and revise it should any areas for improvement be discovered or improved controls become available.

The Contractor shall immediately report any changes to the plan to BATA.

The Contractor shall conduct regular internal audits of the internal controls to test the adequacy and adherence to the controls. The internal audit reports shall be provided to BATA.

The Contractor shall escalate any identified risks or breaches of financial security to the designated BATA person immediately upon discovery and shall work with BATA to develop an agreed upon plan for mitigation.

The Contractor shall provide an audit trail for each transaction and/or entries to the general ledger. The system cannot undo journal entries; adjustments, corrections, and/or reversals must adhere to proper procedures and business rules with audit trail provided.

The Contractor shall provide internal controls, policies, procedures, and training to RCSC employees on safeguarding, handling, and securing of customer personally identifiable information (PII).

The Contractor shall have perform proper employee security background checks and segregation of duties among personnel who handle cash, check, credit cards, refunds, inventory and other financial assets.

The System shall provide adequate controls to:

- 1) Provide a reasonable level of assurance that physical access to money, other assets, and documents are adequately safeguarded.
- 2) Provide a reasonable level of assurance that system access to financial records are adequately protected with particular focus paid to Customers' personal information.
- 3) Prevent and detect revenue loss, errors, omissions, irregularities, and improper actions as well as to identify revenue loss, errors, omissions, irregularities, and improper actions after they have occurred. Any occurrence shall be reported upon detection to BATA.
- 4) Contain appropriate, specified, testable control objectives.
- 5) Ensure that all Customer payments are processed appropriately.
- 6) Include appropriate segregation of duties for various transactions, including handling of cash and checks.
- 7) Provide safeguards to physical access of financial records and stock materials with particular focus paid to Customers' personal information.
- 8) Utilize automated computer system restrictions with varying levels of access control and restrictions on the type of transaction that may be performed
- 9) Include authorization procedures that require supporting information to verify the propriety and validity of transactions. Approval authority should be commensurate with the nature and significance of the transactions and in compliance with Agency policy.
- 10) Utilize exception reporting to detect and list unusual or invalid transactions, adjustments, or charges and deviations from proper reconciliation with various components of the financial system.
- 11) Provide reports that shall track all transaction codes, transaction type (i.e., tolls violations, adjustments, cash, check, refunds, credit card, etc.) ensuring that all customer payments are processed accurately and promptly.
- 12) Utilize reconciliation as a key component of the control system.
- 13) Document and communicate ethics policies and procedures and provide employee training. Include employee responsibilities with regard to theft, fraud, embezzlement, fiscal misconduct, or violation of customer service center policies. Conduct periodic training to reinforce these policies.

3.15 Audit

The Contractor shall perform internal financial and operational audits to ensure the proper processing of financial transactions and adherence to operational policies and procedures.

The Contractor shall provide an audit plan for BATA's approval.

The Contractor shall employ an authorized independent auditor to conduct a service audit in compliance with Statement on Standards for Attestation Engagements 16 (SSAE 16) prior to June 30th of the first fiscal year of operation.

The Contractor shall obtain an SSAE 16 annually or as required by BATA's auditors.

The Contractor shall make the system, system documents, operations documents, audit plans, audit records and any other related documents available to BATA or its partnering agencies and or its auditors at all times.

BATA has the right to contract with auditors to perform internal control reviews, assess business and IT controls, and other audits at the RCSC.

The Contractor shall devote scheduled and unscheduled time and effort to working with BATA staff, its affiliates, and auditors.

During the term of this Contract and for up to four (4) years after the final payment under this agreement, BATA and its auditor shall be afforded access to all necessary facilities during normal business hours to allow for inspection of the work, services, and records of the Contractor.

This shall include interviews of the employees, access to any premises where any work or services may be carried on and performed, access to any records, correspondence, drawings, memoranda, or other records and documents (including electronic data) of the RCSC Operator pertaining to the work under signed agreement, with facilities for inspecting and copying same.

3.16 Reporting

3.16.1 GENERAL REQUIREMENTS

The Contractor shall provide all reports and reporting systems necessary for the operation, monitoring, evaluating, documenting, reconciling, and reporting of the RCSC.

The Contractor may provide an off-the-shelf, integrated reporting (or business intelligence) system as the primary reporting interface.

The reporting system shall provide users with intuitive, self-service access to query and reporting capabilities.

Contractor shall provide BATA and toll agencies with remote access to reporting system.

The Contractor shall provide a monthly and year-end reporting package as defined by BATA demonstrating that all general ledger accounts reconcile.

3.16.2 REPORTING SYSTEM ARCHITECTURE

To avoid adversely affecting the operation of the System, the reporting system shall use the System's real-time data only when necessary (as defined by specific report requirements) and use replicated data whenever possible.

Figure 1: Reporting System Architecture shows a conceptual guide to illustrate the intent of the reporting system architecture requirements; it is not a requirement itself.

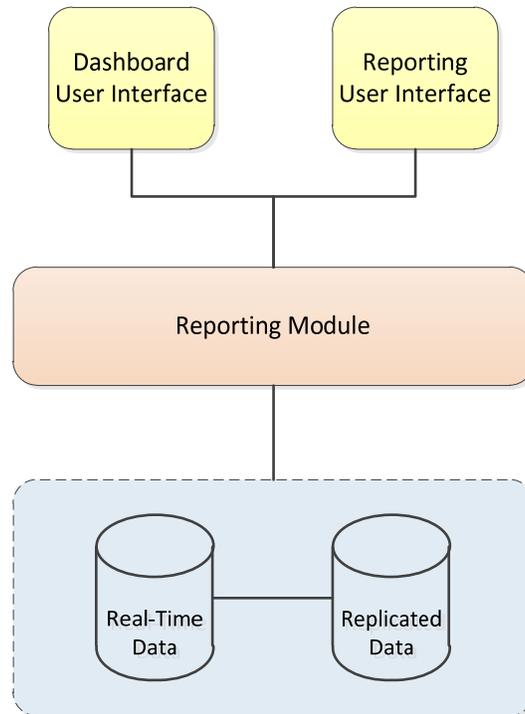


Figure 1: Reporting System Architecture

The Contractor shall provide a separate report server which shall not access the production database but a near real-time replication of the production database.

The report server shall include a commercially available Reports Package (e.g. Crystal Reports or approved equivalent) to provide a complete set of pre-defined reports to support the comprehensive reporting of all activities at the Regional CSC.

The Reports package shall have various selection and sort criteria and shall be easily configurable.

The Reports Package shall provide the ability for users to generate user-defined ad-hoc reports.

All reports shall have the capability to be printed and exported to industry standard Adobe .pdf format, Microsoft Excel .csv, .xlsx, and Microsoft Access formats.

The Reports Package shall have the ability to automatically generate selected reports and make them available to designated personnel at the start of the Business Day or at other appropriate times as requested by BATA.

3.16.3 ACCESS AND AVAILABILITY

The reporting system shall use the System's user role-based security features.

The reporting system shall allow an authorized user to access various content types, including pre-defined reports and structured and unstructured content based on their user role.

The reporting system user interfaces shall be fully available to BATA for use without Contractor intervention.

3.16.4 REPORTING USERS

The System shall provide secure access to authorized users inside and outside of the BATA communications network.

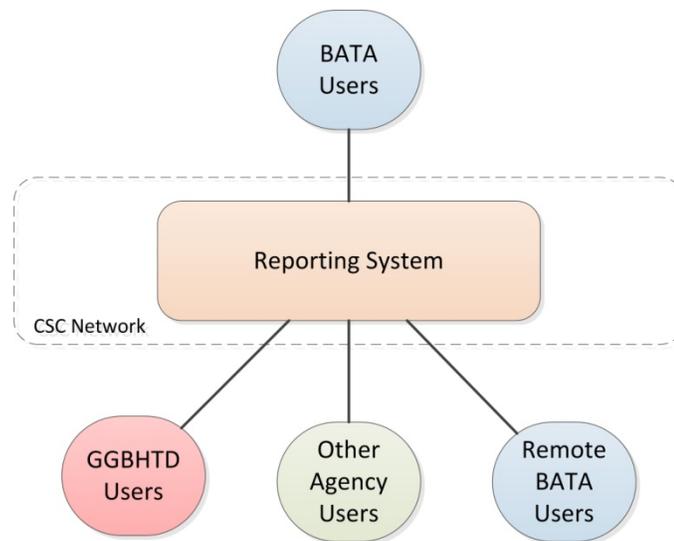


Figure 2: User Access to Reporting System

3.16.5 USER INTERFACES

3.16.5.1 General Interface Requirements

The reporting system shall present data in business terms so non-technical users can easily understand and choose the information they need.

The reporting system shall perform Online Analytical Processing (OLAP) interactions such as drilling-down, expanding tables and graphs, pivoting, and cross-tabulating dimensions and measures.

The reporting system shall provide users with comprehensive search functionality for locating content and applications by titles, keywords, and descriptions.

The reporting system shall enable users to query data without relying on additional development to create a report.

3.16.5.2 Dashboard Interface

The reporting system shall include an environment for graphical, dashboard-type, summary-level reporting of key business indicators.

The reporting system dashboard interface shall allow authorized users to monitor applicable system and operational performance metrics and other commonly-referenced, BATA-approved data through an Internet browser.

The reporting system dashboard interface shall allow an authorized user to print daily and weekly summary reports of user-selected dashboard data and graphs.

3.16.5.3 Report Generation

The reporting system shall allow an authorized user to generate reports on demand or on a set, user-defined schedule.

The reporting system shall allow an authorized user to designate select reports for auto-delivery to a secure network location.

The reporting system shall allow an authorized user to select which users receive an auto-notification via email when a report is delivered to the secure network location.

3.16.5.4 Report Selection Criteria

The reporting system shall allow users to select configurable date criteria for any report including, but not be limited to, the ability to generate the same report by:

- 1) Hour – Hour(s) within a specified range;
- 2) Day – Day(s) within a specified range;
- 3) Date Range – Weekly; monthly; yearly; comparative based on selection;
- 4) Year-To-Date – With data presented as an accumulation or individually for the selected criteria.

Reports shall be available by agency and location.

Report location selection criteria shall include facility, plaza, lane, and direction of travel, if applicable.

Reports shall be configurable based upon various key dates such as “posting date”, “transaction date”, and “business date” as designated by BATA.

3.16.5.5 Report Display Requirements

All reports shall include individual totals, subtotals, and grand totals as appropriate.

The reporting system shall allow for the presentation of data in graphical or chart form, and the user shall be able to select a presentation form from a variety of graphic styles.

3.16.5.6 Report Output Requirements

The reporting system shall integrate with Microsoft Office, including support for standard document, spreadsheet, and database formats, formulas, data refreshes, and pivot tables.

The reporting system shall allow users to print reports, save reports in PDF format, HTML format, XML format, and CSV format.

3.16.6 AD-HOC REPORTING/OPERATIONAL REQUIREMENTS

The Contractor shall perform within a reasonable time frame up to five ad hoc system queries each month at BATA's request.

The Contractor shall provide report design and generation services, in addition to the ad hoc queries, that may require up to 40 hours of design and programming effort each month, as a high priority task.

The Contractor shall provide an hourly rate for work related to special queries in excess of the five per month or the new reports creation activity which exceeds the 40 hours of monthly design and programming effort.

Within seven days of receiving a reporting request, the Contractor shall provide a reasonable time estimate with sufficient detail to determine the cost-reasonableness and schedule-reasonableness for completion of such additional work.

The Contractor shall maintain a reports user document throughout the term of the Contract.

The reports user document shall provide at least the follow for each report:

- 1) Report identifier
- 2) Report name
- 3) General description and purpose of report
- 4) Formats available
- 5) Frequency of automated creation (if any)
- 6) References to related reports
- 7) Data sources

3.16.7 REPORT TYPES

The Contractor shall provide the types of reports described in this section. As previously stated, the detailed requirements for each report will be identified in a series of reporting design workshops to be conducted by the Contractor.

The Contractor shall complete the report design and submit to BATA for review and approval as part of the System Design Document (SDD).

The Contractor shall fully develop and implement the complete reporting functionality and production capability prior to Operations Commencement.

The Contractor shall provide a reports manual for user reference. The reports manual shall provide the report name; report identifier (number or code); available formats; report fields, descriptions and values; frequency or automated creation; and day or month the report will be available.

- 1) Dashboard – The Contractor shall provide an Internet-based “dashboard” reporting of the overall daily operations for the current Day, such as traffic, revenue, and Customer service activities.

- 2) Performance Monitoring – The Contractor shall provide reports that can be used to demonstrate compliance with all Customer service performance measures required under the Contract. The specific performance information required by BATA from the Contractor may change over the life of the Contract. The Contractor shall support changes to performance information reporting requirements over the life of the Contract.
- 3) Interface Reports – Reports for each facility/entity with which the RCSC interfaces, verifying the timely, complete, and accurate transmission and receipt of files exchanged between the systems. The reports shall show the number of items (i.e. transactions, files, etc.) sent and received, and flag any corrupt or missing data.
- 4) Traffic and Revenue Reports – The Contractor shall report ETC traffic counts received from the lanes compared to recorded posted ETC, License Plate Account and One-Time Payments, invoice and toll violation transactions and rejected transactions. The Contractor shall provide daily, weekly, monthly, quarterly, and yearly ETC, License Plate Account and One-Time Payments, invoice and toll violation traffic and revenue reports for each and all toll facilities, showing expected vs. actual revenue by transaction type, payment method, axle count, and percentage of total ETC and toll violation traffic. Traffic and revenue reports shall be available both in summary and detail format and shall be capable of showing growth trends.
- 5) Toll Tag Reports – The Contractor shall provide reporting for Toll Tag activity and inventory. The Contractor shall provide on-demand and monthly reporting of Toll Tag inventory balances by tag type, tag status and physical location, Toll Tag order and receipt status, Toll Tag warranty program status, and Toll Tag performance history. The Contractor shall also provide a monthly Toll Tag performance analysis report and status report of attempts to replace and successful replacement of Toll Tag's identified in the performance analysis as well as the number of days a Toll Tag has remained on the Tag Swap list. The Contractor shall provide a monthly report of tags reaching their useful life, based on a configurable length of service, in 30, 60, 90 days and 12 months. The report shall indicate the Toll Tag activity during the preceding six month period.
- 6) Reciprocity Reports – The Contractor shall report on the settlement, rejects, adjustments, and funds exchange for each reciprocal facility.
- 7) Retail Reports – The Contractor shall provide reporting for the Toll Tag Retail program. The Contractor shall provide on-demand and monthly reporting by retailer, and individual stores if available, for the following: a) number of Toll Tags ordered and shipped in the previous month, b) number of Toll Tags on order, but not shipped, c) Unregistered Toll Tags with delivery date, d) Toll Tags registered to a new account, e) Toll Tags registered to an existing account, f) Toll Tags used by customer but not yet registered, g) Aging of invoices by retailer and delivery date, h) Reconciliation of pre-loaded balances and payments received. The Contractor shall provide reporting on promotional credits and retail invoicing.
- 8) Rental Reports – The Contractor shall provide monthly and on-demand reports detailing rental-car toll transaction and payment processing activity.
- 9) Parking Reports – The Contractor shall provide reporting required for the processing and settlement of the parking transactions at SFO.

- 10) Transaction Processing and Disposition – The Contractor shall provide reports for transactions at all stages of processing and disposition, including receipt, validation, and posting. These shall include status queues for image review and name/address lookup.
- 11) Financial Reports – The Contractor shall provide all the reports required to audit, reconcile, monitor, and record the financial activity of the RCSC. Various operational, performance, reconciliation, financial and audit reports shall be provided, showing beginning and ending daily balances, pending and posted transactions, adjustments, and expected versus actual revenue. The Contractor shall provide a financial journal report that lists every toll transaction received and every Customer service payment transaction. Each transaction type shall have its own unique identifier code. The Contractor shall report on daily sales detail, accounts receivable and daily deposits. The Contractor shall generate a Trial Balance and corresponding journal entries by Agency. The Contractor shall be responsible for providing the interface to each of the Agency’s financial systems to ensure the accurate posting of the month-end journal entries. Other reports at a minimum shall include:
- a) CSR Reconciliation Reports – Summary of the activities performed for a selected shift and information needed to audit the shift. Reports shall also verify the amount of revenue expected for a CSR against the amount of revenue deposited and shall note any variation. Shifts without deposits shall be identified and ability shall be provided to drill down to the sessions and identify the discrepancy.
 - b) Payment Card and ACH Processing Reports – Revenue information and posting status for payment processing for a Business Day and for any other configurable time period. A summary report shall include the totals for all payments successfully processed identifying debits (charges) or credits (adjustments and Refund Transactions). Another report shall identify which payments have failed, the reason for failure and the number of times attempted to process each payment. All credit cards and ACH payments failing for the third time shall be identified and manual or automatic follow up to the Customer shall be initiated. Summary and detailed reports showing credit card charge backs shall also be provided.
 - c) Other Agency Settlement Reports – Listing of all settlements owing to or received from other agencies .
 - d) Prepaid Customer Toll Account Deposits Report – Listing of all Customers showing the Customer Account, name, and balance. The sum of the detail deposit records shall agree with total prepaid deposits. This report shall show the beginning balance, additions and ending balance.
 - e) Revenue Adjustments Report – After the transaction is posted to an account it is possible that a dispute may result in the adjustment of the original toll. Manual adjustments to revenue transactions are considered adjustments for financial reporting purposes and shall be recorded on the date the adjustment was made. Reports shall be provided that show these adjustments and reconcile to the subsidiary ledger and the revenue reconciliation reports.
 - f) Refund Report – Refund requests sortable by the date of the request, the status of the refund, dollar value and the refund reason. A monthly report of refund checks not cashed within a configurable number of days.

- g) Financial System Reporting – The Contractor shall report daily on tolling activity into BATA’s financial system for each financial account code required by BATA. The reports shall provide an audit trail to verify transactions properly post to the trial balance and general ledger accounts. The reports shall demonstrate that the previous period’s balance reconciles to the current period’s ending balance for all subsidiary general ledger accounts. The detailed account report activity for the period shall agree to the change in activity for each account within the subsidiary ledger.
- 12) Customer Service Reports – The Contractor shall provide reports detailing Customer Account activity, complaint tracking, and correspondence tracking.
- a) Account Activity – Summary and detailed account activity for a selected range of dates or accounts, including transaction activity, financial transactions, disputes, and other relevant account statistics. This report shall detail how many accounts and what types of accounts have been opened, closed, and various activity of the account.
- b) Account Status – Detailed and summary account status for one or multiple Customer Accounts, including accounts that have had a negative balance for longer than a configurable time frame. An aging of the negative balance accounts. Accounts that have a decline replenishment or credit card on file that will expire within 30 days and accounts with no activity for longer than a configurable time frame shall also be flagged.
- c) Customer Complaints – Statistics indicating the total number of complaints, outstanding (unresolved) complaints, general categorization of complaints over a specified period of time, and escalation of complaints.
- d) Customer Statement Generation – Number of statements that were generated in a month and the method by which they were provided to the Customer.
- e) Customer Alerts – Data categorizing the various automated alerts sent to the Customers.
- f) Customer Account Maintenance – Reporting on the various Maintenance activities on Customers’ Toll Accounts and the mode used to make these updates.
- g) Customer Contact – Statistics on Customer contact sent and received by various methods (Web, phone, IVR, fax, mail, walk-in, etc.) by location, time period and type of contact (account update, new account, low balance notice, etc.).
- 13) Image Processing Reports – The Contractor shall provide reports detailing the resolution of image-based transactions from the lane to their final image disposition. The reporting shall be conducive to the analysis and assessment of the image system and OCR system.
- 14) Invoicing Reports – The Contractor shall provide reports tracking the invoicing process from the point of request for registered owner information through the progression to a violation status. The Contractor shall provide reports to ensure all transactions are sent for registered owner information and any rejects or non-return inquiries are properly tracked and investigated. All activity shall be tracked from the date of the transaction occurrence for the purpose of maintaining a true aging of invoiced transactions through the process. Daily, monthly, yearly, and period of time reporting shall be available for all aspects of the invoicing process including but not limited to revenue, payment details, applicable invoice fees, current processing status, and reductions or adjustments. A report on payment source and average length of days to pay, based on a configurable period of time, shall also be

provided. The Contractor shall also provide aging reports for invoiced receivables. The Contractor shall provide a report for account conversion activity. The Contractor shall also provide statistical reports such as average number of transactions per month and other defined areas of interest.

- 15) License Plate Account Reports – The Contractor shall provide all reports necessary for the processing, maintenance, and reconciliation of License Plate accounts. Such reports shall include rebilling statistics, payment decline statistics, account update statistics, revenue processed, suspended accounts, closed accounts, accounts converted to FasTrak® and unmatched one-time payments.
- 16) Express Lane Reports – The Contractor shall provide all reports necessary for the reconciliation, settlement, and management of Express Lane transactions.
- 17) Cash Payment Network Reports – The Contractor shall provide all reports necessary for accounting and reconciliation of payments, user fees, and payment types (e.g., violation payments, invoice payments, or account reloads) made on a cash payment network.
- 18) Customer Behavior Reports – The Contractor shall provide reports to support the Agencies’ monitoring of Customer behavior. Such reports are not limited to, but shall include: a) accounts where the number of pay-by-plates exceeds a configurable parameter, b) statement delivery method, c) excessive negative balance occurrence, and d) top violators.
- 19) Violations Reports – The Contractor shall provide reports tracking the violations process from the point in time a transaction is deemed a violation through the end of the collection phase (currently a third party collections agency). The Contractor shall provide the reports required for monitoring and processing the acquisition of registered owner information and the placement and collection of DMV holds. All activity shall be tracked from the date of the transaction occurrence for the purpose of maintaining a true aging of violation transactions through the process. Daily, monthly, yearly and period of time reporting shall be available for all aspects of the violation process including but not limited to payment details, current processing status, and reductions, adjustments or write offs. A report on payment source and average length of days to pay, based on a configurable period of time, shall also be provided. The Contractor shall provide the reports required to monitor and process the placement and payments of transactions with the collections agency. The Contractor shall also provide aging reports for violation receivables.
- 20) Web Activity Reports – The Web activity reports shall provide a record of all activity associated with the website. Activities reported shall include but not be limited to: number of hits, page activity, origination site, number of accounts setup via the Web, account statements accessed, account maintenance activities, payments received, inquiries, and other general information.
- 21) Interactive Voice Response (IVR) System Reports – The interactive voice response (IVR) system reports shall provide a record of activity associated with the IVR system to determine how the IVR is functioning and its effectiveness. The record of activity shall indicate the frequency at which the various menu choices are selected by callers. IVR performance reports used to monitor the following shall also be provided:
 - a) Total number of calls processed through Automatic Call Distribution
 - b) Total number of calls taken by the IVR System

- c) Total number of calls transferred to a CSR
- d) The number of and average length of calls handled for each line
- e) The average and maximum wait time for each line
- f) The time taken for a CSR to answer a call once that option is selected
- g) The number of times a given menu is repeated consecutively during a given call
- h) The number of calls disconnected (abandoned) at each point in the menu structure
- i) The number of calls transferred to an agent at each point in the menu structure
- j) Menu options that resulted in re-tries and no response from the caller
- k) Incorrect responses used, for what menu options and how often
- l) Most frequent menu options selected and menu hit rates
- m) Total number of account updates made by the IVR for a specified period of time.

22) Data Backup and Retention Reports – Reports to verify that required data backups were performed and completed successfully.

3.17 Staffing

The Contractor shall be responsible for all staffing requirements necessary to support the full operation of the RCSC as described in the Scope of Work. Staffing levels shall be adequate to perform all elements of the Scope of Work within the specified time requirements as outlined in the business rules and performance requirements.

The Contractor shall monitor and provide staffing based on actual volumes and level of service requirements.

The Contractor shall provide a staffing plan that addresses the organizational structure, staffing levels, staff positions, job descriptions, staff qualifications, lead and supervisory roles, scheduling, and coverage for vacations and spikes in call volume.

The staffing plan shall identify all required positions, both temporary and permanent.

The Contractor shall utilize incentive or rewards programs to promote excellent Customer service.

All staff members must understand, speak and write the English language and be a U.S. Citizen or possess an Alien Registration Card.

The Contractor shall periodically submit a listing of all staffing personnel to BATA.

The Contractor shall be responsible for all wages, benefits, and payroll expenses associated with the RCSC staffing.

BATA reserves the right to direct the Contractor to remove any employee whose qualifications or conduct, in BATA's opinion is not appropriate or commensurate with their position.

3.18 Training

The Contractor shall be responsible for providing the internal training of its staff for the efficient operation of the RCSC.

The Contractor shall present a training plan to BATA no later than 120 (one hundred twenty) days prior to implementation of the Contractor RCSC and System. BATA may review the staffing plan and reserves the right to request modifications to the plan. The Contractor shall obtain BATA approval of the plan 30 (thirty) days prior to implementation of the Contractor's RCSC. The plan shall address the Contractor's training philosophy, ramp up training, new hire training, ongoing refresher training, and remedial training. The plan shall detail the training topics, schedule and training tools for each training phase by staff role.

The Contractor shall provide all equipment and materials required for training sessions including facilities within the Bay Area.

The Contractor shall notify BATA of all scheduled training and accommodate up to three BATA representatives in any and all training sessions at no additional charge to BATA.

Training for the RCSC staff shall be completed before RCSC operations commencement according to the BATA-approved program schedule.

Ongoing refresher or remedial training shall be scheduled such that the training does not impact day-to-day RCSC operations.

In addition to the internal training, the Contractor shall provide training at three levels to BATA and/or external entity staff and BATA designees:

- 1) Introduction to the RCSC System and Operations.
- 2) Yearly refresher course for the RCSC System and Operations.
- 3) On request training as needed on the user interface, reports, etc.

3.19 Public Relations and Media Interaction

The Contractor shall obtain approval from BATA prior to making any announcements or press releases related to the RCSC Contract or work performed under the Contract.

The Contractor shall decline any request from the media and forward all public relations or media requests to BATA.

The Contractor shall support all BATA public relations activities.

The Contractor shall adhere to all branding requirements associated with FasTrak®, BATA or any of BATA's partners and affiliates the Contractor represents.

3.20 Collateral Material

The Contractor shall print and distribute all collateral material, as designated by BATA.

BATA shall provide the Contractor with print ready electronic files of the existing collateral material for the Contractor's use.

The Contractor shall submit samples of all collateral material for BATA approval prior to printing.

3.21 Website Support

The Contractor shall be responsible for all aspects of establishing and maintaining the RCSC website, including but not limited to; establishing and hosting the website, maintaining and monitoring the website, paying the hosting fees.

The Contractor shall provide a secure and protected website accessible from common Web browser software and supported by software applications, the RCSC database, and hardware (for example servers, data storage drives, routers, firewall, etc.).

The Contractor shall implement and provide a Web Content Management System (WCMS) that will allow authorized BATA staff, or other personnel designated by BATA, to create and manage website content (e.g., text, photos, graphics, documents, etc) on an as-needed basis.

The website shall provide prospective Customers with information about the Bay Area FasTrak® Program and accept Application information online and provide a downloadable Application for printing or writing to storage media as well as submitting by U.S. Mail, fax, or email for enrollment in the Program. The website shall also provide existing Customers with functions to make changes to their account, retrieve current and historical account information, order additional toll tag (s) and/or make a payment.

Customers or visitors to the website shall also have the ability to complete an online form for inquiries for such items as account status, violations, account establishment, or any other general information. These online form inquiries shall be placed into a queue for a CSR to respond to.

3.21.1 GENERAL WEBSITE REQUIREMENTS

The Contractor shall support all modifications to the RCSC website to ensure it is current.

The System shall provide web access that shall allow both authorized RCSC staff and Customers to obtain online information and enable them to perform most account-related activities via the Web.

The Contractor shall provide Services to design, develop, implement, manage, and monitor the website 24 hours per day, 7 days per week.

The website shall provide Customers with online access to general tolling information and Customer account information.

The Contractor may provide innovative uses of interactive web technologies such as live chat, blogging, social networking sites, etc., to the extent that they improve public communications without detracting from other provided RCSC services, subject to BATA approval.

The Contractor shall use the BATA-owned domain, www.bayareafastrak.org, for the website.

The Contractor shall perform an annual modernization of the website to incorporate advances in technology or adapt to changes in business rules.

The Contractor, in conjunction with BATA, shall conduct an annual website review, and the Contractor shall solicit recommendations from BATA regarding desired changes.

The Contractor shall make regular updates to the website at the direction of BATA.

The website shall provide general tolling information and account services as defined by BATA. At a minimum, this information shall be provided in English, Spanish, Chinese, and Vietnamese.

The website shall feature links to BATA's website, as well as other related websites to be determined by BATA.

The website shall include prominent links for contact information, privacy policy, opening an account, accessing an account, registering a retail toll tag, paying or disputing a toll or toll violation, and FAQs.

The website shall display and function properly on common types of web-enabled mobile devices, including tablets, smart phones, etc.

The website shall provide industry standard security and encryption for protection of account holder information, per the security requirements Section 3.21.2.

3.21.2 SECURITY

The Contractor shall ensure that stringent security measures are instituted to prevent unauthorized access to the RCSC System and that confidential data entered by Customers remains secure subject to applicable federal, state, and local laws or applicable policies, including payment card industry (PCI) security standards.

Security for the website shall include the following:

- 1) Access to the website server shall only be through a secure connection.
- 2) The website shall support online Customer identification by means of a valid username and password to control access and protect the Contractor's, or their designated third parties', web hosting software and hardware and the interconnected RCSC System from malicious attacks.
- 3) The Contractor shall obtain and submit a security assessment report from a qualified data security expert, which certifies that the security of the RCSC implementation is consistent with other comparable online account management systems that have not experienced a security breach during the past three years. This security assessment report will be subject to the review and approval of BATA and/or its representatives and shall be submitted within 10 business days of issuance. Any event which causes the Contractor to become noncompliant with PCI standards must be reported to BATA within one business day. All costs associated with PCI compliance shall be borne by the Contractor. Any penalties for failing to meet PCI compliance shall be borne by the Contractor.
- 4) Credit and debit card account numbers shall be encrypted within the RCSC database and unavailable to CSRs and Supervisors.
- 5) Upon initial account establishment, the Customer shall establish a username and password. Additionally, the Customer shall also provide an email address, when enrolling via the web, to be used for account correspondence.
- 6) In the event the Customer forgets their password they may request a new password. This shall be accomplished by sending an email to the address on file (established during account establishment) containing a temporary, one-time use password. Once used to gain access, the Customer must re-establish a new password.
- 7) In the event the Customer forgets their username, they may request to have it sent to the email address on file.

- 8) The System shall support changes to a password/PIN after logging in to gain access to account information on the website; the System shall store six months of passwords to prevent reuse of a previously used password for System access (Note: the password/PIN must be changed on the initial log in using a one-time temporary password).

3.21.3 SECURE CUSTOMER SERVICES

The website shall provide services to allow account holders to, at a minimum, do the following upon logging into their account:

- 1) Submit Account Application – The Customer shall be able to input online the required information for submitting a new account Application which shall then result in the creation of a new account in accordance with the account establishment requirements. The System shall perform this function in an encrypted secure Web environment without the need for a password or username until such time as the account is established.
- 2) Receive an Account Alert – The Customer shall receive an account alert or message from the RCSC upon logging into their secure account. The message shall be programmable to be tied into the account status, a Customer message intended for a group of Customers based on demographics, usage, account type, or a custom message intended for a unique Customer.
- 3) View/Update Account Information – The account holder shall be able to add, change, or delete information related to their account such as contact information, automatic replenishment method and source, adding or removing toll tags, adding or removing vehicles, etc. The account holder shall be able to view current account information online such as contact information, vehicle information, assigned toll tags, replenishment method, account balance and usage, etc.
- 4) Report Lost or Stolen Toll Tag – The account holder shall be able to report a Toll Tag as either lost or stolen. The System shall acknowledge the new Toll Tag status and update the Customer's account and the tag status file accordingly. For both lost and/or stolen Toll Tags reported by the Customer, the System shall also verify whether or not the Customer wishes to replace the missing Toll Tag.
- 5) Request or Change Password – The account holder shall be able to change their username and or password, and be able to request a forgotten username or password through the use of security questions and emailing a temporary password, or other accepted method compliant with Web security protocols.
- 6) Request Information – The account holder shall be able to request information related to the type of accounts available or information related to their existing account. The Contractor shall process all online information requests for account information, fees, and other items. All online Customer requests shall be acknowledged with an email providing the Customer with a configurable number of hours or days when a response will be provided.
- 7) Make Replenishment – The account holder shall be able to make a one-time replenishment to be applied to their account balance.
- 8) Make a Violation Payment – The account holder shall be able to make payments on outstanding violations. Payments for violations shall be applied on a first-in-first-out (FIFO) basis, i.e., to the oldest outstanding violation(s).

- 9) Obtain a Receipt – The account holder shall be able to generate and print receipts for multiple as well as a single transaction or violation. Each receipt shall be assigned a unique identifier or reference number.
- 10) Close Account – The account holder shall be allowed to request that their account be closed. The Contractor shall be responsible for closing the FasTrak® account in accordance with the Business Rules.
- 11) Print a Statement – The account holder shall be able to regenerate and print statements for the past three years. An account holder shall also be able to generate a statement for a user defined period of time.
- 12) Print Correspondence – The account holder shall be able to view and print correspondence (email, written, SMS text, etc.) pertaining to their account for an 18-month period.
- 13) Pay Violation and Image-Based Tolls and Fees – The System shall have the ability to support Customer payments for image-based transactions, including viewing violation License Plate image.
- 14) Toll Tag and other Order Requests – The account holder shall be able to request a toll tag, mounting strips, Mylar bag, and or a Toll Tag return envelope via the website. The Contractor shall be responsible for fulfilling these orders in accordance with the Business Rules.
- 15) Dispute a Toll Violation or Image-Based Toll – A Customer shall be able to dispute a toll violation or image-based toll via the web. The Website shall provide clear instructions regarding the escalation of unpaid tolls and violations.
- 16) Register a Retail Toll Tag – An account holder shall be able to register a retail toll tag to an existing account, or a Customer shall be able to open an account for a toll tag purchased through a retail vendor by entering a Toll Tag number and a hexadecimal validation code.
- 17) Retailer Account Management – Retailers shall be able to establish a retail account under the guidelines provided by BATA. The retailer shall be able to log into their retailer account and view the status of pending toll tag orders, place additional orders, or cancel unfulfilled orders. Alternatively, BATA and the Contractor may work with the retailer to utilize the retailer’s existing purchase order website.
- 18) Account Conversion – Customers shall be able to make the following account conversions:
 - a) Violation account to a License Plate or FasTrak® account
 - b) Invoice account to a License Plate or FasTrak® account
 - c) License Plate account to a FasTrak® account

3.21.4 NON-SECURE CUSTOMER SERVICES

In addition to the secure login access functions, the Contractor shall provide Customer access, at a minimum, to the following without the necessity of a secure login:

- 1) Submit Complaint or Dispute – The public shall be able to file a general complaint or dispute through the Customer service website. The public shall be able to request the follow-up method and receive acknowledgment that their request is being processed.

- 2) E-mail RCSC – Account holders, Customers, and the public shall be able to send an email to the RCSC through the website. The RCSC System shall support the transmission of outgoing email attachments or document images (in PDF, JPEG, TIF, and common word processing or spreadsheet file formats) from the RCSC to account holders. Based on user configurable parameters the System shall also be capable of receiving email attachments. The configurable parameters are intended to prevent large file size attachment and/or potential virus/malicious attachments from entering the System. The System shall support reporting on and viewing of Customer correspondence received through the RCSC website.
- 3) View General Info – Account holders, Customers and the public shall be able to view general information through the website to obtain information on FasTrak®, toll rates where applicable, and other general RCSC information. The Website shall also provide links to BATA directed external sites, including but not limited to the Express Lanes and 511.
- 4) View and Print Forms – Account holders, Customers, and the public shall be able to view and print various Customer service forms as defined by BATA.

3.21.5 INFORMATIONAL AND INSTRUCTIONAL VIDEOS

The Contractor shall host various informational and instructional videos on the website.

The creation and production of the videos shall be the responsibility of BATA.

The Contractor is encouraged to utilize creative means for educating the public about the FasTrak® Program.

3.21.6 WEB SERVER

The Web server shall be browser agnostic and shall not use Active X.

No personal identifying information (PII) shall be stored or cached on the Web server.

The Contractor, or designated third party, shall implement and support an Web server that provides the capabilities listed in this Scope of Work. Firewalls shall be installed to protect the Web servers and RCSC servers.

The Internet server and associated services shall not have direct access to the RCSC database, and the RCSC server shall be protected by a firewall from all Internet traffic. The online RCSC database shall replicate and be synchronized with the production RCSC database. Non-HTTP and non-SSL requests shall be filtered out to minimize unnecessary traffic and hostile attacks.

At a minimum, the System shall support use of 128 bit secure sockets layer (SSL) data protection and database encryption of sensitive data. The website shall minimize the number of open communication ports necessary for the secured operation of the server. The Internet server and associated database(s) shall accommodate a minimum of 4,000 concurrent user requests without degradation in response or performance. The total minimum of concurrent users shall also include users accessing account information.

The Contractor shall implement system redundancy, including communications, power, and hardware, to ensure compliance with the performance requirements.

3.21.6.1 GUI

The website graphical user interface (GUI) shall comply with the following:

- 1) All graphics shall be optimized in size for fast page download.
- 2) The website design shall adhere to such standards as HTML, XML, and XHTML and be Americans with Disabilities Act (ADA) compliant.
- 3) The Contractor shall use Cascading Style Sheets (CSS) to standardize formatting on web pages.
- 4) Meta tags shall be used so that the website is searchable by web search engines, except for the user account page.
- 5) All transactions involving Customer personal and financial information shall be conducted via secured encryption protocols.
- 6) For data input invoking a response, the website response shall occur within a maximum of six (6) seconds after the input is entered.
- 7) A Customer shall not be required to access more than three pages to obtain account information
- 8) Website shall be based upon a 1024 x 768 screen resolution.
- 9) Account statements and similar information shall be displayed in Style Sheet on the website so that it can be easily read and printed.
- 10) The website shall provide search capability to provide quick navigation through the website.
- 11) Accommodate technical changes to meet standard practices for e-commerce websites.

3.21.6.2 Mobile User Applications

The Contractor shall provide functionality to support a smart phone application, including supplying or developing the application and making it available via download to RCSC Customers. The smart phone application shall be reviewed during the design process and subject to BATA review and approval. It is envisioned that the smart phone application will be developed for both smart phone (e.g., Android, Blackberry, Windows, and other similar operating systems) and iPhone use by mobile users. At a minimum the mobile application shall support standard functionality as would be experienced on the website including, but limited to, account status, balance, recent transaction history, ability to authorize payment, non account based One-Time Payments, etc.

3.21.6.3 Privacy

The Contractor shall handle all Personally Identifiable Information (PII) in accordance with the BATA privacy policy, Contract terms and conditions, and all state and federal laws.

The Contractor shall not advertise for any public or private entity other than those paying advertising fees to BATA and with BATA's express written permission to advertise. Links to other sites or web development sites is prohibited unless authorized by BATA.

At a minimum, PII shall be secured and protected through the administrative, technical and physical security measures set forth in the FasTrak Program Privacy Policy. The System shall further support Customer privacy protection by preventing customer service representatives from viewing credit card numbers.

3.22 Data Management

3.22.1 DATA STORAGE AND RETRIEVAL

The Contractor's data storage allocated for the RCSC shall be sized to accommodate the requirements in Section 3.1.1. Additionally the RCSC shall also be scalable to support the future implementation of image based tolling. The monthly traffic reports for 2011 are provided in Attachment I. High capacity storage media shall be used to be able to archive data based on administrative procedures and BATA's business rules. These procedures shall strive to minimize both data retrieval time and the cost of offline storage for data that may have a low expectation of being accessed in the future.

3.22.2 DATA RETENTION AND AVAILABILITY

All FasTrak® transaction files and FasTrak® tag status files shall be retained for a period of 4 ½ years for use in toll dispute resolution and transaction reconciliation. All FasTrak® transaction files received from the facility host and/or sent by the RCSC to another CTOC Customer Service Center shall be stored in a non-compressed format and shall be available for review by BATA. Transaction files/data shall also include any transaction for SFO parking, Express Lanes, DMV records, cash payment network, or any other third party agent (i.e., collection agency).

The Contractor shall provide the necessary tools and documentation containing instructions for the retrieval of the retained data. All License Plate and violation transaction files and image files shall be retained for a period of 4 ½ years or some other timeframe established by legislative action.

3.22.3 ON-LINE STORAGE

The Contractor shall provide a relational database management system (RDBMS) that supports and fulfills the required functionality described throughout this Scope of Work. Thirty Six (36) months of account statements, online transactional, violation, and image-based tolling data shall be stored online. Violation and image-based tolling images shall be stored online for a minimum of thirty six (36) months for CSR access. All customers shall be able to get the previous twelve months of account activity on the web.

3.22.4 DAILY BACKUPS

At a minimum, the Contractor shall perform daily incremental backups of the System data to minimize the loss of data in the event of a catastrophic failure whereby data restoration is required.

3.22.5 ARCHIVE STORAGE

The Contractor shall archive all System data on high capacity offline storage media after thirty six (36) months of online storage. Additionally all System reports shall either be archived or readily accessible to produce for the term of the Contract, including any extensions, or as required by law.

3.22.6 DATA PROTECTION AND INTEGRITY

The RCSC System shall support encryption or other methods to ensure secure transmission of data. This policy requires encryption such that:

- 1) All manipulations or transmissions of data during the exchange are secure.
- 2) If intercepted during transmission, the data cannot be deciphered.
- 3) Confirmation is received when the intended recipient receives the data.
- 4) The exchange of information shall occur between secure end points.
- 5) Entities shall use industry standard algorithms or cryptographic modules such as those validated by the National Institute of Standards and Technology (NIST).

The System shall support the use of role-based security with various access levels, function rights, and controls over the visibility of information that can be assigned to different user groups or individuals by authorized users.

The Contractor shall prevent unauthorized access to the web server or the System, including internal Contractor staff, subcontractors, and or third party entities. As part of the Business Continuity Plan the Contractor shall represent its policies and procedures for addressing such events as data integrity disruptions, security breaches and or other errors. Any such event shall also be reported to BATA immediately stating the incident and resolution planned or executed.

The System shall encrypt all data transmitted through the Web or extranet.

The System shall comply with all applicable standards issued by the Payment Card Industry Data Security Standard (PCI DSS) throughout the life of the Contract.

The Contractor shall provide integrated and comprehensive anti-virus protection Software throughout the System.

The System shall provide the ability to retrieve archived data throughout the duration of the Contract in a timely manner to support BATA's business operations.

The Contractor shall provide System security as described in the security requirements of this Scope of Work.

3.23 System Interface Requirements

3.23.1 PHYSICAL INTERFACE REQUIREMENTS

The System shall communicate with the various Bay Area toll facilities' host computer systems (Caltrans facilities, Golden Gate Bridge, and Express Lane facilities), SFO Airport parking facility, the various CTOC member agencies, web hosting server (if the Bay Area FasTrak® website is hosted by a third party), California DMV, other state DMV's, mail house, cash payment network and collection agency.

The physical interfaces shall comply with Ethernet standards, Institute of Electrical and Electronic Engineers (IEEE) 802.3/802.3z (10/100/1000BaseTX&FX) for Internet/Intranet-based networks using Transmission Control Protocol/Internet Protocol (TCP/IP).

The System shall also interface with financial institutions such as a credit/debit card clearinghouse, lockbox service (optional third party), and BATA's bank using phone communication links that would be furnished by the Contractor.

3.23.2 SECURITY REQUIREMENTS

The Contractor shall employ appropriate security and data integrity features, including firewalls, data encryption, checksums such as cyclical redundancy checks (CRC), error code-checking (ECC), data verification processes, access authentication, et cetera across all data interfaces to ensure that system and data security (including personally identifiable information, credit card account numbers, etc.) is properly maintained.

3.23.3 DATA INTERFACE REQUIREMENTS

The System shall support a data interface with each of the following subsystems, equipment, and external entities as described in the interface sections presented below:

- 1) BATA Host Computer;
- 2) Golden Gate Bridge Host Computer;
- 3) ACTC Express Lanes Host Computer(s);
- 4) VTA SR237/I-880 Express Lanes Host Computer(s) (Spring 2012);
- 5) SFO Airport Parking Facility Host Computer;
- 6) All other CTOC member agencies;
- 7) Violations Processing/Image Review Server;
- 8) Credit/debit card clearinghouse;
- 9) BATA's bank;
- 10) Lockbox service (optional third party);
- 11) California DMV;
- 12) Cash Payment Network;
- 13) Collections Agency; and
- 14) Rental Car/Fleet Payment Service Providers

3.23.4 RCSC TO HOST DATA INTERFACES

The RCSC to host computer data interfaces shall support the download of tag status files, transaction files, violation image files, transaction reconciliation files, acknowledgement files and all other files that are transmitted between the RCSC and the Bay Area toll facilities (Caltrans facilities, Golden Gate Bridge, and Express Lane facilities) as well as the RCSC and the SFO Airport parking facility in accordance with the BATA Interface Control Document (ICD) attached as Attachment J and as finalized during the design process.

3.23.5 CTOC AND OTHER AGENCY INTEROPERABILITY DATA INTERFACE

The RCSC shall be interoperable with other agencies using FasTrak® under the umbrella of the CTOC Interoperability Agreement. The RCSC shall adhere to the latest CTOC policies, procedures, and Interagency Electronic Data Interchange specifications at the time of proposal preparation to interface and be interoperable with participating agencies.

The RCSC shall exchange timely, reliable, and auditable transaction and payment request information and funds among CTOC agencies and other agencies for which BATA has executed an agreement. At a minimum, the RCSC shall:

- 1) Provide for the daily electronic file transfer of FasTrak® and License Plate based transactions and the latest Toll Tag ID status to all CTOC and sponsored agencies in accordance with the specified CTOC data content, format, protocol, transmission rate, and timing.
- 2) Track and report the successful transfer of transactions and tag status file information for each CTOC member agency, any BATA sponsored agency, and commercial partners such as the SFO Airport Parking Facility.
- 3) Support the CTOC policies and procedures and the business rules of the various Bay Area Toll Facilities and SFO Parking Facility as well as the provisions of all RCSC related agreements executed by BATA prior to submittal of proposals.

The current version of the CTOC Interagency Electronic Data Interchange specifications is included in Attachment E.

The SFO ICD is included in Attachment D.

3.23.6 RCSC TO CREDIT CARD CLEARINGHOUSE AND BANK INTERFACE

The RCSC shall provide an interface to BATA's designated bank credit/debit card processor to obtain authorization for initial account establishment, subsequent payments, account replenishment charges, violation payments and SFO parking direct credit card payments to Customer credit and debit (optional) card accounts and to transfer funds from the Contractor's bank (subject to BATA approval) and the credit card banks to BATA's bank account.

3.23.7 LOCKBOX SERVICE TO RCSC

If the Contractor elects, or if BATA directs the Contractor, to use a Lockbox service to assist in processing account replenishment payments, the Lockbox service to RCSC data interface for check payments shall consist of a file that at least contains the Customer FasTrak® account number, License Plate transaction invoice or violation notice either scanned from a payment coupon or entered from the check, the amount of the check, the bank routing number, checking account number, and check number read from the check and the date of deposit/receipt of the check payment.

For credit card payment, the interface will consist of a file that at least contains the Customer FasTrak® account number, License Plate transaction invoice or violation notice scanned from the payment coupon, the charge amount, credit card number, the authorization number and the date of deposit/receipt of the credit card payment. The System shall post these payments to the

proper accounts using the selected information in the file and then storing the file for handling NSF and closed FasTrak® accounts.

3.23.8 RCSC TO DMV INTERFACE

The System shall interface with departments of motor vehicles as necessary to get vehicle registered owner name, address, and other information necessary for violation processing and invoicing. The System shall interface with the California DMV to place and release vehicle registration holds.

3.23.9 SYSTEM INTERFACES WITH AGENCY HOSTS

Communications between the RCSC and the various toll and parking facility host computers will involve generating and exchanging data files through several communications interfaces. The Contractor shall be responsible for providing a secure FTP server to interface to each host computer in order to allow for the exchange of files. The Contractor shall only be responsible for data integrity up to the interface point. The file formats shall follow the appropriate ICD for each agency.

The following sections provide an overview of the system interfaces, a description of the files to be transferred, as well as identification of the reports to be provided by the Contractor. This is summary information only; the Contractor shall be responsible for adhering to the appropriate interface control documents.

3.23.10 SYSTEM INTERFACES WITH THIRD-PARTY ENTITIES

The System shall interface with third party entities such as cash payments network, debt collection agencies, and other entities as required by BATA in the normal course of business.

3.23.11 REPORTS

The System shall have the capability to generate reports that shall verify that all files were transmitted and received by each host system. The System shall also be capable of reporting on files that were transmitted but not received or acknowledged due to a communications issue. The reports shall be capable of verifying that all transactions transmitted from each host system were received. As such, all reports shall be able to provide detail and summaries by transaction date (the date the actual transaction occurred) and transmission date (the date the transaction was transmitted by the host). As part of the Acceptance Test, the Contractor shall use these reports to demonstrate the reconciliation of all transactions through the interface.

Examples of the report formats are presented in Attachment H; identifying the required data elements and displaying suggested reports layouts.

3.23.12 INTERFACE DOCUMENTATION AND TRAINING REQUIREMENTS

The Contractor shall provide documentation on the procedures necessary to complete the complete file transfer operation. Information flow diagrams, directory storage locations, and network diagrams shall also be included. The documentation shall include a troubleshooting guide for use in the detection of files that were not properly transmitted.

3.24 Performance Management Standards

3.24.1 KEY PERFORMANCE INDICATORS (KPI) - SYSTEM

The Contractor shall operate the system in compliance with the performance standards identified in Table 11: Key Performance Indicators - System.

	Required Performance	Measurement	KPI Non-Compliance Points
a.	Load Time shall not exceed 5 seconds, where Load Time is the time required to load existing Customer information after the Customer's or violation account number, vehicle plate, or other identifying characteristic been entered by a system user.	$[LOAD TIME] = [END TIME] - [START TIME]$ where: END TIME = the instant the screen begins to populate the fields; and START TIME = the instant after the Customer's account number is typed in and the ENTER (action) key is pressed.	20 points for failure as indicated by trouble tickets logged with help desk. 10 points for each additional 5 seconds required to load information.
b.	Save Time shall not exceed 5 seconds, where Save Time is the time required to save updated information.	$[SAVE TIME] = [END TIME] - [START TIME]$ where: END TIME = when the screen clears and is ready to process the next system entry; and START TIME = when the system user finishes updating the fields and presses the ENTER (action) key.	20 points for failure as indicated by trouble tickets logged with help desk. 10 points for each additional 5 seconds required to save information.
c.	Back Office System Availability shall be 99.5% or greater.	$[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME]$, as calculated monthly.	50 points for failure to maintain availability 20 points for each percentage point below 99%
d.	Back Office System Availability shall be 99.9% or greater during hours in which the call center and walk-in center(s) are open.	$[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME]$, as calculated monthly.	50 points for failure to maintain availability 20 points for each percentage point below 99%
e.	Phone System Availability shall be 99% or greater.	$[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME]$, as calculated monthly.	50 points for failure to maintain availability 20 points for each percentage point below 99%
f.	Phone System Availability shall be 99.9% or greater during hours in which the call center and walk-in center(s) are open.	$[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME]$, as calculated monthly.	50 points for failure to maintain availability 20 points for each percentage point below 99%
g.	Web System Availability shall be 99.5% or greater.	$[AVAILABILITY] = [ACTUAL UPTIME]/[SCHEDULED UPTIME]$, as calculated monthly.	50 points for failure to maintain availability 20 points for each percentage point below 99%
h.	100% of transactions are processed correctly.	One or more incorrectly processed transactions per event.	100 points per event plus actual tolls lost and costs incurred.

i.	100% of all file transfers are assembled and transmitted, or received and processed, correctly and on time.	One or more incorrectly processed file transfers per event.	100 points per event plus actual tolls lost and costs incurred.
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Table 11: Key Performance Indicators - System

3.24.2 KEY PERFORMANCE INDICATORS - OPERATIONS

The Contractor shall perform Services in compliance with the performance standards identified in Table 12: Key Performance Indicators - Operations. These indicators cover two periods; the first ninety (90) days of Contractor live operations, and then the subsequent remaining years of operations during the term of this agreement. Unless otherwise noted, “days” refers to business days as defined by BATA business rules.

	Required Performance	Measurement	KPI Non-Compliance Points
CUSTOMER SATISFACTION – First 90 Days of Operations			
a.	Customer satisfaction <ul style="list-style-type: none"> • phone • walk-in • e-mail • web • secret shopper 	Monthly customer service satisfaction survey rating of at least 80% satisfactory or equivalent for each Customer contact point (survey results)	5 points < 80% 10 points < 75% 20 points < 65%
b.	Logging complaints and Toll or Violation disputes by entering into the toll system within 3 days of receipt of written complaints or disputes from the Customer or immediately when taken in person or over the phone	Written complaints and disputes logged within 3 days > 90% or immediately when taken in person or over the phone (system report)	5 points for less than 90% within 3 days 1 additional point for each additional 1% below 90%
c.	Correctly handle 90% of all data entry and each activity for Customer interactions	Number of rework or incorrectly handled interactions are less than 10 in any 100 randomly sampled Customer interactions	20 points for greater than 10 out of 100 incorrectly handled Customer interactions 5 additional points for each 5 additional incorrectly handled interaction
d.	90% of complaints, Toll and Toll Violation 1 st and 2 nd Notice disputes are resolved within 3 days (excludes DMV Hold and Collections referred transactions)	Complaints, Toll and Toll Violation 1 st and 2 nd Notice disputes resolved within 3 days less than 90% of total (excludes DMV and Collections referred transactions)	5 points for less than 90% 1 additional point for each 1% below 90%
e.	All Toll and Toll Violation 1 st and 2 nd Notice complaints and disputes are resolved within 10 days (excludes DMV and Collections referred transactions)	Toll complaints and Toll Violation 1 st and 2 nd Notice Disputes resolved within 10 days = 100% (excludes DMV and Collections referred transactions)	5 points for each 10 Toll complaints and each 10 Toll Violation 1 st Notice and each 2 nd Notice Dispute not resolved within 10 days (excludes DMV and Collections referred transactions)
f.	More than 75% of phone or in-person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	The number of repeat or unresolved Customer complaints initiated by phone or in-person contact for the same Customer issue is less than 25% of all phone or in person complaints	5 points for less than 75% 1 additional point for each 1% below 75%
g.	95% of all unpaid invoiced transactions are converted into violations accurately and at the point in time as defined by the business rules for the conversion of invoices to violations	95% of all transactions on all unpaid invoices are correctly converted to violations (system report and spot audit)	20 points for each failure to convert a transaction correctly plus 10 additional points for each day out of compliance
CUSTOMER SERVICE – First 90 Days of Operations			
a.	Speed of Answer – 85% of calls	Total number of calls answered	10 points for less than 85%

	received are answered within 180 seconds of accessing the queue to speak to a CSR	within 180 seconds over the total number of calls received by CSRs (ACD reports)	within 180 seconds 1 additional point for each full 1% below 85%
b.	Call abandoned rate less than 10% of total calls	Total number of calls abandoned after accessing agent queues over total number of calls based on ACD reports	5 points for greater than 10% abandon rate 1 additional point for each whole percent greater than 10%
WEBSITE – First 90 Days of Operations			
a.	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within 5 days of notification by BATA	Quality Audit identification	5 points for each content update to the website greater than 5 days from notification by BATA 1 additional point for each day beyond 5 days
IMAGE REVIEW – First 90 Days of Operations			
a.	75% of all images identified for manual image review to be processed within 3 days of the transaction receipt from the Agency	Number of transactions identified for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	5 points for less than 75% processed within 3 days 1 additional point for each additional 1% below the threshold
b.	100% of all images identified for manual image review to be processed in 15 days of the transaction occurring in the lane	Number of transactions identified for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	5 points for less than 100% processed within 15 days 1 additional point for each additional 1% below the threshold
c.	90% of all image based transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plate, state and type; or, correct code off codes identified)	Number of image based transactions processed correctly through manual image review over the total number of image based transactions identified for manual image review (based on a quality audit results and system reports)	5 points less than 90% accuracy rate 1 additional point for each additional 1% less than 90%
d.	75% of all manual image review “reason codes” are assigned correctly to the image	Number of images processed with correct reason codes (based on a quality audit results and system reports)	5 points for less than 75% accuracy rate 1 additional point for each additional 1% less than 75%
FULFILLMENT –First 90 Days of Operations			
a.	100% of Customer tag orders for the month are sent within 10 days of receipt of the order	Number of Customer tag orders sent within 10 days of the receipt of the orders for the month (system report)	10 points for less than 100% within 10 days 1 additional point for each 1% below 100%
b.	100% of tag status changes (e.g. lost/stolen/new) are updated within 1 day of the receipt of the request; or when received by phone or in person	Number of tag status change requests updated over the total number of tag status change requests, by customer service channel (system report)	10 points for less than 100% 1 additional point for each 5% below 100%
STATEMENTS, BILLS, AND NOTICES – First 90 Days of Operations			

a.	100% of statements, invoices, and Violation Notices mailed or emailed within 5 days of the due date (as set out by BATA for issuing the statement, invoice, or Violation Notice)	Total number of statements, bills and Violation Notices mailed or emailed past the due date in each month (system report)	20 points for each day past the due date
b.	Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 5 days of the Contractor receiving notification of failure	Total number of Customers with a failed payment, notified later than 5 days of the Contractor receiving notification (system report)	10 additional points for each day greater than 5 days
REPORTS AND RECONCILIATION – First 90 Days of Operations			
a.	Daily Revenue reconciliation – 100% of all revenues posted and payments received as reported by the Toll System reconciled with the system within 7 days	Number of days in excess of 7 days to complete the reconciliation (system report and quality audit)	10 points for each day in excess of threshold
b.	100% of refunds issued within 10 days of the due date (as set out by BATA for issuing refunds)	Number of refunds issued in excess of 10 days of the due date (system report and quality audit)	5 points for each day when a refund is past 10 days from the due date 1 additional point for each 10 refunds that are past 10 days past the due date for issuance
c.	100% of all financial and transactional monthly reports are available, reviewed and reconciled within 10 days after month end.	Number of days in excess of due date to produce accurate reports	5 points per day for each report in excess of threshold
d.	Request credit card and ACH replenishment and payments within 2 days of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	Number of days replenishment and payments are in excess of 2 days from day due and cash/check notices sent in excess of one day (system reports)	10 points for each day of in excess of the threshold
e.	Produce the daily settlement reports & request for transfer of funds data within 1 day of the close of the business day.	Data and reports available to BATA each day	5 points for each day the reports and transfer of funds data are not delivered to BATA from the Contractor within 1 day of the close of the business day
f.	100% of the operational reports are accurately submitted to BATA within 5 days of period end	Number of days in excess of 5 days to produce accurate reports	5 points per day for each report in excess of threshold
g.	Complete investigation of all credit card charge backs within 5 days of report from credit card processor	Number of days in excess of 5 days (audit)	5 points for each day past 5 days
i.	Payment Processor statement reconciliation shall be completed by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
j.	Monthly reconciliation between bank statements, system, and trial	Number of days in excess of the due date to produce each	5 points for each day past due

	balance shall be provided within 7 days of the calendar month end.	reconciliation report	date
k.	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 7 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
l.	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 7 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
m.	Monthly reconciliation of settlement to agencies shall be provided within 7 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
n.	Produce reciprocity report and invoice to CTOC agencies by 15 th day of each month.	Number of days in excess of the due date to produce each reconciliation report	5 points for each day past due date
OTHER COMPLIANCE – First 90 Days of Operations			
a.	90% of all Customer contact notes for the month have the correct reason code and notation recorded	Number of Customer inquiries with correct reason codes and notations recorded over the total number of Customer inquiries received (system reports and quality audit)	5 points when below 90% accuracy 2 additional points for each full 1% below 90%
b.	100% of PCI audits completed on time	Total number of days in excess of threshold in which internal PCI audit not completed (quality audit)	5 points for each day internal PCI audit not completed past the due date for the audit
c.	100% of SSAE16 compliance exceptions resolved within 15 days of report, or within such other time period as agreed by BATA in the applicable remedial plan	Total number of days in excess of applicable threshold in which SSAE16 compliance exception not resolved (quality audit)	25 points for each individual compliance exception per day not resolved
d.	Zero breaches of privacy	Number of breaches identified (quality audit)	100 points for each breach
e.	Violation of internal procedures and/or controls	Violations verified	50 points each verified violation
CUSTOMER SATISFACTION – Ongoing Operations			
a.	Customer satisfaction <ul style="list-style-type: none"> • phone • walk-in • e-mail • web • secret shopper 	Monthly customer service satisfaction survey rating of at least 85% satisfactory or equivalent for each Customer contact point (survey results)	5 points < 85% 10 points < 80% 20 points < 75%
b.	Logging complaints and Toll or Violation disputes by entering into the toll system within 1 day of receipt of written complaints or disputes from the Customer or	Written complaints and disputes logged within 1 day > 99.9% or immediately when taken in person or over the phone (system report)	5 points for less than 99.9% within 24 hours 1 additional point for each additional 1% below 99.9%

	immediately when taken in person or over the phone		
c.	Correctly handle 98% of all data entry and each activity for Customer interactions	Number of rework or incorrectly handled interactions are less than 2 in any 100 randomly sampled Customer interactions	20 points for greater than 2 out of 100 incorrectly handled Customer interactions 5 additional points for each additional incorrectly handled interaction
d.	95% of complaints, Toll and Toll Violation 1 st and 2 nd Notice disputes are resolved within 3 days (excludes DMV Hold and Collections referred transactions)	Complaints, Toll and Toll Violation 1 st and 2 nd Notice disputes resolved within 3 days less than 95% of total (excludes DMV and Collections referred transactions)	5 points for less than 95% 1 additional point for each 1% below 95%
e.	All Toll and Toll Violation 1 st and 2 nd Notice complaints and disputes are resolved within 5 days (excludes DMV and Collections referred transactions)	Toll complaints and Toll Violation 1 st and 2 nd Notice Disputes resolved within 5 days = 100% (excludes DMV and Collections referred transactions)	5 points for each Toll complaint and Toll Violation 1 st and 2 nd Notice Dispute not resolved within 5 days (excludes DMV and Collections referred transactions)
f.	More than 85% of phone or in-person complaints are resolved at first Customer contact such that no additional contact with the Customer is required to address the specific complaint	The number of repeat or unresolved Customer complaints initiated by phone or in-person contact for the same Customer issue is less than 15% of all phone or in person complaints	5 points for less than 85% 1 additional point for each 1% below 85%
g.	100% of all unpaid invoiced transactions are converted into violations accurately and at the point in time as defined by the business rules for the conversion of invoices to violations	100% of all transactions on all unpaid invoices are correctly converted to violations (system report and spot audit)	20 points for each failure to convert a transaction correctly plus 10 additional points for each day out of compliance
CUSTOMER SERVICE – Ongoing Operations			
a.	Speed of Answer – 95% of calls received are answered within 180 seconds of accessing the queue to speak to a CSR	Total number of calls answered within 180 seconds over the total number of calls received by CSRs (ACD reports)	10 points for less than 95% within 180 seconds 1 additional point for each full 1% below 95%
b.	Call abandoned rate less than 2% of total calls	Total number of calls abandoned after accessing agent queues over total number of calls based on ACD reports	5 points for greater than 2% abandon rate 1 additional point for each whole percent greater than 2%
WEBSITE – Ongoing Operations			
a.	Content updates to the static pages on the Website which do not require coding or functionality change are accurately implemented within 1 day of notification by BATA	Quality Audit identification	5 points for each content update to the website greater than 1 day from notification by BATA 1 additional point for each day beyond 1 day
IMAGE REVIEW – Ongoing Operations			
a.	90% of all images identified for	Number of transactions identified	5 points for less than 90%

	manual image review to be processed in 3 days of the transaction transmitted from the Agency	for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	processed within 3 days 1 additional point for each additional 1% below the threshold
b.	100% of all images identified for manual image review to be processed in 7 days of the transaction occurring in the lane	Number of transactions identified for manual image review that are provided within the target time over total number of transactions identified for manual image review (system report)	5 points for less than 100% processed within 7 days 1 additional point for each additional 1% below the threshold
c.	98% of all image based transactions processed through manual image review identified correctly by the manual image review process (correct vehicle plate, state and type; or, correct code off codes identified)	Number of image based transactions processed correctly through manual image review over the total number of image based transactions identified for manual image review (based on a quality audit results and system reports)	5 points less than 98% accuracy rate 1 additional point for each additional 1% less than 98%
d.	85% of all manual image review “reason codes” are assigned correctly to the image	Number of images processed with correct reason codes (based on a quality audit results and system reports)	5 points for less than 85% accuracy rate 1 additional point for each additional 0.5% less than 85%
FULFILLMENT – Ongoing Operations			
a.	100% of Customer tag orders for the month are sent within 2 days of receipt of the order	Number of Customer tag orders sent within 2 days of the receipt of the orders for the month (system report)	10 points for less than 100% 1 additional point for each 1% below 100%
b.	100% of tag status changes (e.g. lost/stolen/new) are updated within 1 day of request; or immediately when received by phone or in person	Number of tag status change requests updated over the total number of tag status change requests, by customer service channel (system report)	10 points for less than 100% 1 additional point for each 1% below 100%
STATEMENTS, BILLS, AND NOTICES – Ongoing Operations			
a.	100% of statements, invoices, and Violation Notices mailed or emailed within the due date (as set out by BATA for issuing the statement, invoice or Violation Notice)	Total number of statements, bills and Violation Notices mailed or emailed past the due date in each month (system report)	20 points for each day past the due date
b.	Notice of payment failure sent to Customers with a failed payment (including automatic payment) within 1 day of the Contractor receiving notification of failure	Total number of Customers with a failed payment, notified later than 1 day of the Contractor receiving notification (system report)	10 points for each failure to mail or email on time 10 additional points for each day greater than 1 day
REPORTS AND RECONCILIATION – Ongoing Operations			
a.	Daily Revenue reconciliation – 100% of all revenues posted and payments received as reported by the Toll System reconciled with the system within 3 days	Number of days in excess of 3 days to complete the reconciliation (system report and quality audit)	10 points for each day in excess of threshold

b.	100% of refunds issued on the due date (as set out by BATA for issuing refunds)	Number of refunds issued in excess of the due date (system report and quality audit)	5 points for each day when a refund is late 1 additional point for each 10 refunds that are past due for issuance
c.	100% of all financial and transactional monthly reports are available, reviewed and reconciled within 5 days after month end.	Number of days in excess of due date to produce accurate reports	5 points per day for each report in excess of threshold
d.	Request credit card and ACH replenishment and payments within 1 day of reaching replenishment threshold OR issue replenishment and payment notice to cash/check Customers within one day of reaching replenishment threshold.	Number of days replenishment and payments are in excess of 1 day from day due and cash/check notices sent in excess of one day (system reports)	10 points for each day of in excess of the threshold
e.	Produce the daily settlement reports & request for transfer of funds data within 1 day of the close of the business day.	Data and reports available to BATA each day	5 points for each day the reports and transfer of funds data are not delivered to BATA from the Contractor within 1 day of the close of the business day
f.	100% of the operational reports are accurately submitted to BATA within 24 hours of period end	Number of hours in excess of 24 hours to produce accurate reports	5 points per day for each report in excess of threshold
g.	Complete investigation of all credit card charge backs within 3 days of report from credit card processor	Number of days in excess of 3 days (audit)	5 points for each day past 3 days
h.	All credit card, cash, checks, or money orders reconciled by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
i.	Payment Processor statement reconciliation shall be completed by close of the following business day.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
j.	Monthly reconciliation between bank statements, system, and trial balance shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
k.	Monthly reconciliation of all general ledger accounts on the trial balance shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
l.	Monthly reconciliation of accounts receivable aging, trial balance, and account balances shall be provided within 5 days of the calendar month end.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
m.	Monthly reconciliation of settlement to agencies shall be	Number of days in excess of the due date to produce each	10 points for each day past due

	provided within 5 days of the calendar month end.	reconciliation report	date
n.	Produce reciprocity report and invoice to CTOC agencies by 15 th day of each month.	Number of days in excess of the due date to produce each reconciliation report	10 points for each day past due date
OTHER COMPLIANCE – Ongoing Operations			
a.	97% of all Customer contact notes for the month have the correct reason code and notation recorded	Number of Customer inquiries with correct reason codes and notations recorded over the total number of Customer inquiries received (system reports and quality audit)	5 points when below 97% accuracy 2 additional points for each full 1% below 97%
b.	100% of PCI audits completed on time	Total number of days in excess of threshold in which internal PCI audit not completed (quality audit)	10 points for each day internal PCI audit not completed past the due date for the audit
c.	100% of SSAE16 compliance exceptions resolved within 5 Days of report, or within such other time period as agreed by BATA in the applicable remedial plan	Total number of days in excess of applicable threshold in which SSAE16 compliance exception not resolved (quality audit)	25 points for each individual compliance exception per day not resolved
d.	Zero breaches of privacy	Number of breaches identified (quality audit)	150 points for each breach
e.	Zero violations of operational policies and procedures and internal controls as identified in the standard operating procedures and internal controls documentation	Violations identified through discovery or internal/external audits	150 points each verified violation

Table 12: Key Performance Indicators - Operations

3.24.3 DEDUCTION FOR NON-COMPLIANCE

The amount of the KPI non-compliance deduction, if any, payable by the Contractor for the reporting period shall be determined by the number of KPI non-compliance points assessed by BATA using the criteria of Table 12: Key Performance Indicators - Operations for such period in accordance Table 13: Deduction for Non-Compliance.

KPI Non-Compliance Points for the Reporting Period	KPI Non-Compliance Deduction Stated as a Percent of Contractor's Operations and Maintenance Compensation for the Reporting Period
0 to 25	0%
26 to 50	0.25%
51 to 75	0.5%
76 to 100	0.75%
Greater than 100	2.5%

Table 13: Deduction for Non-Compliance

KPI non-compliance points shall be assigned by BATA on the following basis:

- 1) The KPI non-compliance deductions listed in Table 13: Deduction for None-Compliance are additive such that total deduction percentage is the sum of previous deduction levels.
- 2) Throughout the Contract Term, KPI non-compliance points will be assigned by BATA upon the occurrence of a KPI Non-Compliance Event; and
- 3) In the event that the number of KPI non-compliance points assigned to the Contractor for any KPI Category exceeds the threshold for such KPI Category set out in Table 14 more than once during any rolling 12 month period, the number of KPI non-compliance points assigned by BATA will be multiplied by the number of Contractor payment periods within the previous 12 months in which such threshold has been exceeded. For example, if the Customer Service threshold was exceeded in January, June, and September, the penalties for June would be multiplied by two, and the penalties for September would be multiplied by three.

KPI Category	KPI Non-Compliance Point Threshold
System	50
Customer Satisfaction	25
Customer Service	10
Website	5
Image Review	10
Fulfillment	20
Statements, Bills and Notices	25
Reports and Reconciliation	25
Other Compliance	30

Table 14: KPI Non-Compliance Point Threshold

No KPI non-compliance points shall be assessed by BATA in respect of any failure to meet a KPI where such failure is the direct result of an Excluded Event, such as Force Majeure or other specific event. The Contractor shall notify BATA in advance or immediately upon determining that they believe an Excluded Event has occurred and will impact KPI compliance. Failure to notify BATA may result in assessment of KPI points.

BATA reserves the right to refrain from assessing KPI non-compliance points in respect of any KPI non-compliance event. Any such refraining by BATA from assigning any KPI non-compliance points shall not affect the Contractor's obligations under this Agreement, and does not imply that BATA may excuse future KPI.

4 PROJECT DELIVERY

4.1 Project Management Plan

The Contractor shall develop a Project Management Plan (PMP) and submit it to BATA for review and approval no later than 30 days after Notice to Proceed.

The PMP shall describe the project organization, set forth the various elements of the organization and their relationships, describe the approach for conducting and monitoring the Project, and provide a general description of Project policies and procedures.

The PMP shall include at least the following topics:

- 1) Project Objectives
- 2) Project Management Approach
- 3) Project Deliverables
- 4) Project Schedule
- 5) Project Organization
- 6) Key Staff and Contact Information
- 7) Roles and Responsibilities
- 8) Development Team
- 9) Operations Team
- 10) Maintenance Team
- 11) Quality Management
- 12) Test Approach and Performance
- 13) Progress Reporting
- 14) Risk Management

The Contractor shall document and report all work in accordance with the requirements set forth herein and in the approved PMP.

The Contractor shall adhere to the project management organization contained in the PMP.

The Contractor shall update the PMP throughout the life of the Project and keep the document up to date.

4.1.1 ORGANIZATION

As part of the PMP, the Contractor shall include a Project Organization Chart, a graphic representation of the Contractor's Project team organization and hierarchy that indicates functional areas of responsibility for the Key Personnel.

4.1.2 CONTRACTOR PERSONNEL REQUIREMENTS

4.1.2.1 General

The Contractor shall provide all the personnel needed to provide the services specified in the Scope of Work.

The Contractor shall provide qualified personnel with sufficient skills and expertise to perform the work required for the Project. The work required can be categorized as follows:

- 1) Project Management
- 2) Design, Testing and Implementation
- 3) Operations
- 4) Finance and Accounting
- 5) Customer Service
- 6) System Administration and Maintenance

Assignment and replacement of personnel shall be based on the suitability of their qualifications for, knowledge of, and experience with their proposed position.

When any assigned personnel require replacement, they shall be replaced as expeditiously as possible.

The Contractor shall define performance objectives for each work position, shall continuously monitor personnel performance against these objectives, shall report this performance to BATA on at least a yearly basis, and shall develop and implement a corrective action for dealing with any unsatisfactory performance.

Contractor personnel that interact directly with the public shall be uniformly attired and shall present a neat and clean appearance at all times.

All Contractor personnel shall be bonded for theft, fraud, and abuse.

4.1.2.2 Key Staff

The Contractor shall provide the Key Staff listed below and the Key Staff shall meet the respective specified requirements.

- 1) Project Manager – The Project Manager shall have overall responsibility for day-to-day management of the Project and shall be the primary point of contact for BATA for the entire duration of the Project. The Project Manager shall be dedicated full-time to the Project and shall be located on-site for the entire duration of the Project. The Project Manager shall have a Bachelor's degree or foreign equivalent (or equivalent experience) and shall have served as project manager/lead staff for the design, development, test, and installation of at least two (2) CSC projects, one (1) of which was completed in the past five (5) years..
- 2) Data Migration Manager – The Data Migration Manager shall have overall responsibility for the planning, implementation, and monitoring of the data migration from the existing RCSC system to Contractor's RCSC System. The Data Migration Manager minimum of six (6) years working with database conversions and migrations similar in complexity to the RCSC data migration, with 3 years in a leadership role for data migration. The Data Migration

Manager shall also have at least two years of experience working with the Contractor's proposed or similar solution product, including comprehensive knowledge and understanding of the underlying data model and database system.

- 3) Software Design Manager – The Software Design Manager shall have overall responsibility for managing the design, development, and implementation of the system software for the Project. The Software Design Manager shall have a Bachelor's degree or foreign equivalent (or equivalent experience) in computer science or a related field, and have at least two (2) years of experience in a lead role working with the proposed or similar solution product.
- 4) Hardware Design Manager – The Hardware Design Manager shall have overall responsibility for managing the design, development, and implementation of the system hardware for the Project. The Hardware Design Manager shall have a Bachelor's degree (or foreign equivalent) in computer science, business management or a related field, and a minimum of 10 years of IT hardware design experience, five of which shall be in a leadership or management role. The Hardware Design Manager shall also have at least two years of experience working with the Contractor's proposed solution product.
- 5) System Test Manager – The System Test Manager shall have overall responsibility for managing the testing for the Project. The System Test Manager shall have a Bachelor's degree (or foreign equivalent) and a minimum of five years of IT system testing experience, two of which shall be in a leadership or management role. The System Test Manager shall also have at least two years of experience working with the Contractor's proposed solution product.
- 6) Maintenance Manager – The Maintenance Manager shall have overall responsibility for day-to-day maintenance of the system. During the system maintenance period, the Maintenance Manager shall be dedicated full-time to the Project and shall be located on-site. The Maintenance Manager shall have a minimum of five years of system maintenance experience, with at least two years of experience working with the Contractor's proposed solution product.
- 7) Customer Service Center Operations Manager – The Customer Service Center Operations Manager shall have overall responsibility for day-to-day management of the operations of the Customer Service Center. During the period of RCSC operations, the Customer Service Center Manager shall be dedicated full-time to the Project and shall be located on-site. The Customer Service Center Operations Manager shall have served in a similar role for a minimum of six (6) years, with three (3) years in the toll industry where service is delivered in a high volume electronic toll transaction processing environment.
- 8) Financial Manager – The Financial Manager shall be responsible for ensuring compliance with all financial accounting, reconciliation, and reporting requirements for the Project. The Financial Manager shall be dedicated full-time to the Project and shall be located on-site for the entire duration of the Project. The Financial Manager shall have a minimum of five years of experience with the preparation of financial statements according to Generally Accepted Accounting Principles (GAAP) and at least three year experience in a management or leadership position overseeing accounting operations including the preparation of financial statements and internal control policies and procedures.

- 9) QA/QC Manager – The QA/QC Manager shall be responsible for ensuring the overall quality of the delivered system and services, including all documentation and deliverables. The QA/QC Manager shall also be responsible for monitoring and reporting on Contractor’s performance against KPI’s. QA/QC Manager shall also be responsible for developing Contractor’s ongoing quality program including proactively identifying and implementing process improvements. The QA/QC Manager shall report to the Project Manager and shall have at least 5 years experience in project delivery and quality control. Specialized training or certification in quality management is required.

The Contractor shall only replace Key Staff with written approval from BATA.

The Contractor shall submit a Key Staff replacement request to BATA for review and approval at least 30 Calendar Days prior to the desired replacement date.

BATA may, at its sole discretion, reject any proposed replacement.

4.1.3 PROJECT SCHEDULE

No later than 30 days after NTP, the Contractor shall submit the Project Schedule to BATA for review and approval.

The Project Schedule shall mean the initial schedule submitted with the Proposal, the approved baseline schedule, and the most recently approved revised schedule.

The Contractor shall perform work in accordance with the most recent Project Schedule approved by BATA.

The Contractor shall create and maintain the Project Schedule in Microsoft Project.

The Project Schedule shall show, in detail, the Contractor’s work activities for the entire Project.

The Contractor shall maintain the Project Schedule and keep it up to date for meetings with BATA.

The Contractor shall update the Project Schedule regularly and as directed by BATA.

The Contractor shall provide a four-week, look-ahead schedule every two weeks until System Acceptance is achieved.

4.1.4 MONTHLY PROGRESS REPORTS DURING IMPLEMENTATION

Commencing in the first full month after NTP and every month thereafter through System Acceptance, the Contractor shall submit a monthly Progress Report for BATA’s review. The monthly Progress Report shall include the currently approved Project Schedule.

The monthly Progress Reports shall minimally include the following:

- 1) Progress for the current period (previous month) for all Project activities including all agendas and minutes from the month’s weekly status meetings
- 2) Actual start and actual finish dates of work, percentage complete, and days remaining for work in progress
- 3) All potential delays and problems, and their estimated effect on the Project Schedule and overall completion

- 4) Plans for the next reporting period
- 5) Submittals scheduled to be submitted for the next reporting period
- 6) An electronic copy of the current Project Schedule

BATA will review the monthly Progress Reports for consistency with the Contractor's current approved Project Schedule and for conformance with this RFP.

The Contractor shall correct any deficiencies and resubmit deficient monthly Progress Reports.

BATA may withhold payments from the Contractor until the monthly Progress Report changes have been made to the satisfaction of BATA.

4.1.5 MONTHLY PROGRESS REPORTS DURING OPERATION

Commencing with Operations Commencement (Go Live), Contractor shall submit Monthly Progress Reports.

4.1.6 SOFTWARE DEVELOPMENT PLAN

The Contractor shall develop a Software Project Management Plan (SPMP).

No later than 60 after NTP, the Contractor shall submit the SPMP to BATA for review and approval.

The SPMP shall include at least the following topics:

- 1) Software Development Approach
- 2) Software Life Cycle Approach
- 3) Development Tools
- 4) Testing Tools
- 5) Programming Languages
- 6) Software Documentation Plan
- 7) Configuration Management Plan
- 8) Quality Management Plan

4.1.7 QUALITY MANAGEMENT PLAN

The Contractor shall develop a Quality Management Plan (QMP) that details its Quality Assurance Program for the RCSC.

No later than 60 after NTP, the Contractor shall submit the QMP to BATA for review and approval.

The QMP shall detail the scope, requirements, criteria, processes, and procedures necessary to deliver a quality project satisfying all requirements of this Scope of Work.

Throughout the project, the Contractor shall implement and maintain quality control (QC) and quality assurance (QA) procedures specifically tailored for RCSC functions including operations and maintenance. The Contractor shall be required to define, track, and report to BATA the critical items that could adversely impact the success of the program, including factors that

influence the Customer's perception of the system. These items include milestone dates, reliability and accuracy of data, interoperability, call center performance, violation enforcement, timely and accurate statements of account activity, and general customer service. In addition, factors critical to BATA, such as assuring the integrity of reports and financial transactions, shall be included in the scope of the QA Program.

The Contractor shall be responsible for detecting and correcting deviations from any performance requirement and for the timely reporting of such items to BATA. The QA Program shall address all staffing, equipment, methods, procedures, activities, and schedule requirements relating to QC/QA activities.

The Contractor shall explain how its QA Program is to be performed within the program management structure, including the person(s) with primary responsibility for the Program, the procedures to be followed, the lines of authority to be established, and the methods of communication to be used.

The Contractor shall ensure that any corrective action identified as part of its ongoing QA Program is reported to BATA and taken as soon as practical.

The Contractor shall establish a QA Program that shall include, but not be limited to the following:

- 1) The establishment of reports that measure specified performance standards and the establishment of procedures to review the reports and correct any area of performance that is below standard.
- 2) The prevention, notification, detection, and correction of defects that affect Customers or patrons.
- 3) The use of reasonableness checks on quantity, accuracy, and efficiency.
- 4) A process for periodic monitoring of CSR's in their phone interaction with callers to the RCSC.
- 5) Regular surveys of RCSC Customers and potential Customers satisfaction, to be developed with BATA input, for the following methods:
 - a) Web – to be offered to Customers upon conclusion of account maintenance activities on the RCSC website.
 - b) Phone – to be offered to Customers upon conclusion of IVR and CSR calls.
 - c) Email – to be emailed to all Customers with email address on record every six months or as requested by BATA to gauge reaction to upcoming or enacted policy or functional changes.
 - d) Mail – to be mailed quarterly to a statistically valid population of Customers and/or other populations as directed by BATA.
 - e) Secret Shopper – to be conducted anonymously on a monthly basis with sufficient sampling to gauge performance of CSRs in person, via phone, and via mail response.

At a minimum, QC efforts shall be directed to the following:

- 1) Transition

- a) Staffing and participation in training programs.
 - b) Verification of RCSC documentation as related to required procedures.
 - c) Scheduled transfer of materials and functions from the current contractor.
 - d) Verification of all required subcontracts and other third party resources to support RCSC operation.
 - e) Responsibility for full RCSC operation prior to the exit of the current RCSC contractors
- 2) Operations
- a) Periodic checks for unprocessed data.
 - b) Immediate follow-up of Customer complaints.
 - c) Accuracy and inter-relationships of reports.
 - d) Integrity and frequency of backup/archived data.
 - e) Periodic review of processes, procedures, and public interfaces, such as IVR and web access.
 - f) Web, phone, email, and mail Customer satisfaction surveys.
 - g) Secret shopper or other quality assessment programs.
- 3) Design and Development
- a) Document control and distribution of information.
 - b) Hardware/Software compatibility.
 - c) Hardware second source availability.
 - d) Hardware/Software version control.
 - e) Regression testing.
 - f) Documentation of test anomalies and deficiencies.
- 4) Maintenance
- a) Preventative maintenance and periodic testing.
 - b) Replacement of faulty equipment and technical support.
 - c) Regression testing of modifications and revisions.

The QC/QA plan shall be updated and submitted to BATA at least once per year and amended as required by BATA.

4.2 Deliverables and Approvals

4.2.1 GENERAL

In general, all major document deliverables require an outline, a draft, a final draft, and a final submission with time (minimum 10 Business Days depending on size and complexity of document) allocated for BATA review and approval of each deliverable.

BATA will review and approve all deliverables required under the Contract. As part of the review process, BATA will provide the Contractor with a consolidated set of comments on the deliverable submitted for review. The Contractor shall respond in writing to all BATA provided comments. A comment resolution meeting may be conducted to clarify and resolve any remaining questions and issues concerning the comments and/or responses provided.

Based on BATA comments and the results of the comment resolution meeting, the Contractor shall prepare a final version of the deliverable for BATA approval.

4.2.2 SUMMARY OF MAJOR DOCUMENT DELIVERABLES REQUIRED

Table 15: Summary of Major Deliverables provides a summary of the major document deliverables that will be required of the Contractor during the Project. This summary is provided for convenience only and does not necessarily represent a complete or definitive listing of all document deliverables. The Contractor shall independently determine all deliverables required during the Project. BATA approval of deliverables is required for payment or progression to the next stage or phase.

Deliverable	RFP Ref	Section No.
Customer Communication Plan	Outgoing Customer Communications	3.3.2.17
Escalation Plan	Complaint Tracking and Resolution	3.3.2.20
Financial Internal Control Plan	Internal Controls	3.13.6
Audit Plan	Audit	3.15
Staffing Plan	Staffing	3.17
Training Plan	Training	3.18
Security Assessment Report	Security	3.21.2
Project Management Plan	Project Management Plan	4.1
Project Schedule	Project Schedule	4.1.3
Monthly Progress Reports	Monthly Progress Reports	4.1.4
Software Project Management Plan	Software Development Plan	4.1.6
Quality Management Plan	Quality Management Plan	4.17
Implementation Plan	Implementation Plan	4.3
Bill of Materials	Acquisition/Installation/Setup of Equipment, Materials, Assets, and Facilities	4.3.5
Go Live Plan	Go Live Plan and Initiation of Services	4.3.9
Business Rules	Requirements and Business Rules Verification	4.4.2
Trace Document	RSCS Trace Requirements Document	4.4.3
Preliminary Design Documents	Software Enhancement Design	4.4.5

System Design Document	System Design Document	4.4.7.1
Database Design	Database Design	4.4.7.2
User Manuals	System Documentation and Manuals	4.4.7.3
Standard Operations Procedures	Standard Operating Procedures	4.4.8
Data Migration Plan	Data Migration Plan	4.5.1
Master Test Plan	Master Test Plan	4.6.2.1
Maintenance Plan	Maintenance Plan	5.1.1
Business Continuity Plan	Business Continuity Plan	5.2.1
Disaster Recovery Plan	Disaster Recovery Plan	5.2.2
System-to-System Interface Transition Plan	Transition Requirements	6.1.1
Customer Contact Transfer Plan	Transition Requirements	6.1.1
Operations Shutdown Plan	Transition Requirements	6.1.1
Transition Plan	Transition Plan	6.1.2
Suspension of Operations Plan	Suspension of Operations Plan	6.3.1

Table 15: Summary of Major Deliverables

Refer to the individual sections in the Scope of Work for details on each deliverable. The exact schedule for deliverable submissions will be determined by the Contractor’s overall schedule as approved by BATA.

4.2.3 DOCUMENT DELIVERY AND CONTROL

The Contractor shall keep track of all documentation submitted to BATA or its representatives including the document identification, name, and description of the document, version number, release date, distribution list, Approval date, and document’s electronic file name. The Contractor shall record any revisions made to the original documents and retain copies of said documents with additional written comments as original records.

The Contractor shall use a standard file naming convention to keep track of all electronic files.

The Contractor shall be responsible for ensuring that the documents are distributed electronically and can be accessible through an electronic document storage facility. This shall include all reports required under the Reporting Requirements. All information (documents and communications) related to the Project shall be kept on a secure, dedicated FTP site held by the Contractor. The Contractor shall be responsible for administering the FTP site and providing access to parties approved by BATA.

4.2.4 RECORD KEEPING

The Contractor shall maintain complete business records of all Customer accounts and transactions, retaining such records in accordance with BATA’s retention schedule.

Archived reports shall be retained in an electronic format for the duration of the Contract and provided to BATA at the termination of the Contract.

Archived documents shall be accessible at all times for printing.

A hard copy of reports shall be retained for a period of at least one year.

All Customer communications, including scanned documents, shall be electronically stored in the archival System.

All email communications shall be stored in the document archive.

The Contractor shall provide an electronic means for BATA to request any archived documents.

4.2.5 DOCUMENT AVAILABILITY

The Contractor shall maintain at the RCSC facility for the duration of the Project, at a minimum, one complete set of all documentation and deliverables including, but not limited to:

- 1) The Contract as awarded
- 2) Approved Major Document Deliverables as listed in Table 15: Summary of Major Deliverables
- 3) Three years of invoices and Performance Measure reporting
- 4) Minutes of meetings with BATA
- 5) Government approvals
- 6) Change Orders and claims
- 7) Insurance policies, correspondence, and terms
- 8) Business and operating licenses
- 9) Facility lease
- 10) System Documentation
- 11) Interface Control Documents
- 12) Standard Operating Procedures

4.3 Implementation Plan

The Contractor shall develop an Implementation Plan.

No later than 60 days before installation activities begin, the Contractor shall submit the Implementation Plan to BATA for review and approval.

The Implementation Plan shall address the system configuration and installation and the initiation of services.

The Implementation Plan shall include at least the following topics:

- 1) Installation approach for all activities
- 2) Installation schedule and checklist
- 3) Management of delivery and staging
- 4) Contractor resource allocation; personnel and equipment

- 5) BATA resource allocation; personnel and equipment
- 6) Training requirements
- 7) Any special or unique installation requirements

4.3.1 FULL IMPLEMENTATION REQUIRED

The Contractor shall implement the full Scope of Work for Implementation and transition to the new RCSC. No partial or phased implementations will be allowed.

4.3.2 IMPLEMENTATION SCHEDULE AND LIMITED SERVICE OUTAGE

It is anticipated that final transition to the Contractor's RCSC will occur over one weekend. A maximum of three days (including a Saturday and Sunday) shall be allowed for conversion to the RCSC. The transition shall not commence until BATA has given approval to proceed. The Contractor will be allowed to halt all RCSC activity for the full three days of conversion. Prior to that event, the Contractor shall have equipped the service center location with all of the hardware, furnishings, and communications required for RCSC Operations. The SDD, System Documentation, SOP's and Data Migration Testing shall be completed. All required training and testing shall be completed prior to final transition. The Implementation Plan shall address, in detail, the duration, activities, and notifications (Customer and other entities) planned for final transition.

Other than the allowed time for final transition, the Contractor shall ensure that transition occurs in a manner that will result in no interruption of service or adverse impact to existing FasTrak® Customers. Transition to the new RCSC shall be invisible to FasTrak® Customers, except where proposed modifications to current operations require Customer notification. Examples are changes in phone numbers, mailing addresses, walk-in center location, and license agreement term changes, if applicable. The Contractor shall include the anticipated Customer notification program in the Implementation Plan.

4.3.3 ACTIVITY PLANNING

For each functional activity in the Scope of Work, the Contractor shall provide detailed transition planning including the following:

- 1) Action List – Summary of the materials, training, agreements, and methods required for transition or continuity of services.
- 2) Criteria for Successful Transition – Successful transition will differ for each area. Examples could include receiving documentation or establishing a sub-contract. The final criteria for each shall be defined.
- 3) Identification of Required Resources – This may include third parties (e.g., the phone company) or services as well as Contractor staff.
- 4) Responsibility of the Agencies and Current Contractors – The Contractor will require Agency assistance and coordination for many of the referenced areas. The expected level of participation of Agencies and current contractor shall be defined. All interaction with the current contractor shall be coordinated with the Agencies.
- 5) Weekly Transition Status Report – This report shall indicate, for each of the above areas and any other areas identified by the Contractor, BATA, or Agencies, the status of transition.

The report shall identify any problems and shall include a sign-off sheet for each of the areas, including a final checklist for each area successfully transitioned.

4.3.4 COORDINATION WITH AGENCIES AND CURRENT CONTRACTORS

The Contractor shall conduct meetings with all involved parties, including BATA and the toll agencies, the current contractors, and other designated parties to review and coordinate with the succession plans of the current contractors. During this period, the action lists, transition criteria, and identification of required resources shall be finalized and approved by BATA. Any deviations among the succession plans of the current contractors, other agency requirements, and the Implementation Plan as proposed shall be identified and resolved; any required modifications to the transition plan shall be performed and the Final Implementation Plan shall be submitted for BATA approval in accordance with the schedule.

4.3.5 ACQUISITION/INSTALLATION/SETUP OF EQUIPMENT, MATERIALS, ASSETS, AND FACILITIES

The Contractor shall make all necessary arrangements for acquisition, installation, and setup of all equipment, materials, assets, and facilities required for continued operations. The Contractor shall submit the final Bill of Materials (BOM) for approval.

4.3.6 ESTABLISHMENT OF REQUIRED AGREEMENTS WITH SUB-CONTRACTORS/SUPPLIERS

The Contractor is responsible for establishing or renegotiating all necessary agreements with subcontractors and suppliers associated with meeting all performance and functional requirements of this Contract. If agreements are proposed to be modified from the existing RCSC contracts, the Contractor shall be responsible for consideration of any legal and financial issues associated with modification of these agreements, e.g., office equipment and computer maintenance contracts, communications/utilities billing, equipment rentals, armored car service, etc. All necessary subcontract agreements and amendments shall be executed at least 30 days prior to the final Transition Date.

4.3.7 TRANSITION TRAINING

The Implementation Plan shall include a Training Plan subsection. The Training Plan shall provide information on the time frames and level of training to be provided to each staff member; an outline of subjects; and materials and resources to be utilized. The Contractor shall determine which staff members will require training in each functional area and shall include this information in the plan. The plan shall consider how training will vary for existing employees as well as for new employees at the time of transition. All training shall be completed a minimum of two weeks prior to Operations Commencement.

Contractor shall allow BATA and toll agency personnel to attend training sessions.

4.3.8 TRANSITION REPORTING

In preparation for final transition, the Contractor shall report to BATA as to successful transition of each function. Immediately prior to final transition, the Contractor shall prepare a report to the BATA indicating current status. The report shall include:

- 1) Inventory of RCSC assets including, computers, equipment, materials, and furniture

- 2) Detailed status of all FasTrak® accounts
- 3) System tag inventory
- 4) Status of any unprocessed transactions
- 5) Status of violation transactions at each processing stage
- 6) Final reconciled reports with final closing balance for each FasTrak® account
- 7) Bank statements.
- 8) Status of processed and unprocessed reciprocal transactions, payments, and receivables
- 9) Status of any other work in process. In particular,
 - a) Credit card processing requests
 - b) Any unresolved Customer issues
 - c) FasTrak® Applications

Daily for the first week following final transition and weekly every week thereafter for a period of two months, the Contractor shall prepare a report indicating the status of the system and operations. The report shall indicate any problem areas and any processes that are not functioning properly or timely.

4.3.9 GO-LIVE PLAN AND INITIATION OF SERVICES

The Contractor shall develop a Go-Live Plan.

No later than 120 days prior to Go-Live, the Contractor shall submit the final Go-Live Plan to BATA for review and approval.

The Go-Live Plan shall include but not be limited to the following topics:

- 1) All activities required for Operations Commencement
- 2) A Go-Live task list covering activities before, during, and after Go-Live
- 3) The necessary BATA approvals for Go-Live
- 4) Roll back criteria and procedures

The Go-Live Plan shall integrate with the Implementation Plan and may be a subset of the Implementation Plan.

4.4 System Design and Development

The Contractor shall be responsible for the design and development of the RCSC in accordance with the Scope of Work.

4.4.1 SYSTEM DESIGN AND DEVELOPMENT

BATA desires a collaborative approach to the System Design and Development of all components of the Regional Customer Service Center required under the Scope of Work. The focus of the System Design and Development effort shall include the following activities:

- 1) Ensure that the Business Rules and Requirements of the Scope of Work are completely attained by the new RCSC System implemented by the Contractor.
- 2) Develop interfaces to other systems as required in the Scope of Work.
- 3) Integrate the RCSC System components and interfaces to create a seamless functionality.

The System Design and Development effort shall focus on developing a comprehensive RCSC solution to best implement the Business Rules and Requirements for service delivery.

The Contractor shall execute all activities required to design and develop the Products, Services, and Systems specified in the Scope of Work. Any activities required to meet the Functional and Technical Requirements of the Scope of Work are within the scope of the overall Contract.

4.4.2 REQUIREMENTS AND BUSINESS RULES VERIFICATION

The Contractor shall conduct a series of interactive workshops with BATA and their consultants to verify and confirm the Requirements, Business Rules, and the Scope of Work.

During these workshops, the Contractor shall seek clarification and finite definition of the Requirements and Business Rules to achieve a mutual understanding between the Contractor and BATA. The Contractor shall discuss how their proposed RCSC solution meets the Scope of Work and what areas of the RCSC solution will or may require configuration, enhancement, modification, or development.

Through working groups, the Contractor and BATA will address each of the various areas that require configuration, clarification, and development. It is anticipated that these working groups will be required for Business Rule configuration, data migration, network communications, system interfaces, financial and accounting requirements, work flow process, and reporting. As a result of the workshops, the Contractor shall prepare an updated version of the Business Rules for review and approval by BATA.

4.4.3 RCSC REQUIREMENTS TRACE DOCUMENT

After the completion of the Requirements and Business Rules verification workshops, the Contractor shall submit a RCSC Requirements Trace Document for review and approval by BATA within **ninety (90)** Calendar Days of Notice to Proceed.

The RCSC Requirements Trace Document shall capture all of the Requirements for the RCSC System and related services. The Contractor shall trace all Requirements to specific aspects of the System and Services provided by the Contractor to demonstrate that all Requirements have been satisfied. The RCSC Requirements Trace Document shall include an identification of the source of the Requirement.

During implementation of the RCSC, it is also expected that this document be updated to reflect any changes to the Requirements that have been accepted by BATA.

The RCSC Requirements Trace Document shall also be used during system testing to verify compliance to the Project Requirements.

4.4.4 CONFIGURATION WORKSHOPS

The Contractor shall organize concurrent configuration workshops to finalize the actualization of the Business Rules, work flow processes, and other user configurable parameters. As appropriate, use cases or other techniques shall be used to demonstrate how the RCSC System will meet the Requirements of the BATA Program.

4.4.5 SOFTWARE ENHANCEMENT DESIGN

As identified in the Requirements and Business Rules verification workshops, the Contractor shall design any software enhancements or develop new software as required to meet the Requirements of the Scope of Work. As appropriate, use cases or other techniques shall be used to demonstrate how the RCSC System will meet the Requirements of the Program. It is anticipated that design efforts may be necessary for new features and functions required to meet the Program Requirements, data migration, systems to system interfaces, and reporting.

The Contractor shall organize and coordinate concurrent design working sessions with BATA, its partners, suppliers, and contractors, as needed, to identify and develop any needed Software modifications to meet the Requirements and Scope of Work.

The Contractor shall prepare Preliminary Design Documents for the individual development efforts and submit them to BATA for review and comment.

The Contractor shall then conduct a Preliminary Design Review. This first review shall be performed after the Contractor has made changes to the system design to accommodate the Requirements of BATA.

Based on the results of the preliminary design review, the Contractor shall update the Design Documents and conduct a Detailed Design Review. The Contractor shall then update the Design Documents based on the results of the second review. The final System Design Document shall be submitted to BATA for Review and Approval.

4.4.6 SYSTEM NETWORK DESIGN

The Contractor shall review and catalog the necessary system communication links, components and applied technologies, and assess the capability and adequacy of the proposed network based on current and future loads. This shall be done for estimated volumes of daily system data (such as transaction, image, and communications data) and real-time data requirements. This design shall consider the potential for system expansion and life-cycle analysis of major elements.

The Contractor shall submit a draft System network design to BATA for review and approval as part of the Preliminary Design Documents.

4.4.7 SOFTWARE SYSTEM DOCUMENTATION

Based on the results of the verification and enhancement development efforts, the Contractor shall develop the following documentation.

4.4.7.1 System Design Document (SDD)

The Contractor shall update the overall design of the RCSC System proposed in their Technical Response to this Scope of Work based on the Requirements and Business Rules Verification workshop and System Requirements Document.

The general system design shall depict the physical and functional characteristics of the RCSC system showing both internal and external processes. Data flow diagrams, process flow diagrams, and decision flows shall be clearly defined identifying the relevant system components. The general system design shall identify the fundamentals of System operations, including the database management system (DBMS), FasTrak® transaction processing, customer

relationship management, image-based toll transaction processing, reporting, financial accounting, and interfaces to other systems. The general system design shall address the website, hardware, equipment, and communication requirements specified in this Scope of Work. The general system design shall demonstrate how the RCSC System addresses all of the Scope of Work Requirements and support all of the Service Requirements of the Contract.

The System Design Document shall be submitted to BATA for review and approval.

4.4.7.2 Database Design

All data collected, created, stored, and disseminated by the RCSC operation shall remain BATA property. Therefore, the physical database structure documentation shall be provided for all databases, tables, archives, and other storage mechanisms containing that data. This documentation shall include all data and metadata-related tables, key structures, and index information.

Detailed information shall also be provided with regard to the security and accessibility of that data. The Contractor shall provide transaction mapping for each transaction type from cradle to grave – from the initiation of the transaction through the subsidiary accounting system and through final posting to the BATA general ledger accounting system. The Contractor shall submit the database design to BATA for its records.

4.4.7.3 System Documentation and Manuals

The Contractor shall develop and provide a comprehensive set of system documentation and user manuals. At a minimum, the documentation shall include all operations manuals, user and training manuals, a reports manual, a maintenance manual, a disaster recovery manual, data flow diagrams, system interfaces, as-built drawings, troubleshooting procedures, and any other pertinent information.

Prior to Operations Commencement, the Contractor shall provide the following user manuals, which may be consolidated under one or more manuals:

- 1) Administrative User Manual
- 2) CSR User Manual
- 3) Image-Based Transaction/Violations Processing User Manual
- 4) Financial Processing User Manual
- 5) Website User Manual
- 6) System and Security User Manual
- 7) IVR User Manual
- 8) Auditor Manual
- 9) Reports Documentation

4.4.8 STANDARD OPERATING PROCEDURES

The Contractor shall develop and maintain Standard Operating Procedure (SOP) documentation for all services they will provide for the RCSC operation. The Standard Operating Procedures shall describe the steps required to complete all customer service operations and activities.

SOPs shall be developed by the Contractor for all customer service functions that directly interact with the public and for all financial related activities. BATA will review and approve all SOPs.

SOPs shall incorporate scripts for common customer service functions, automated phone Services, and pre-recorded phone information.

SOPs shall include all text for image-based transaction invoices, violation notices, and other RSC correspondence. BATA will review and approve the text. SOPs shall include procedures to prevent revenue loss due to errors, irregularities, and improper actions and to identify such losses should they occur. SOPs shall also include procedures to ensure that all Customer payments and toll transactions are properly processed.

The SOPs shall specifically address staff segregation of duties, proper authorization, physical control over assets and software access, and adequate documentation and reports.

Financial SOPs shall address the accounting and reconciliation activities to be undertaken on a daily, monthly, quarterly, and annual basis. Financial SOPs shall be developed in compliance with the Governmental Standards Accounting Board (GASB) and Generally Accepted Accounting Principles (GAAP) standards as applicable.

All SOPs shall be reviewed and updated annually or as required to support changes in BATA policies.

4.5 Data Migration

The Contractor shall provide full and complete migration of data from the legacy back office system to the new RCSC system. Full and complete migration shall mean all data, including but not limited to, FasTrak® transactions, violations, financial, account data, etc. The exact details of the data to be migrated shall be identified and defined in the approved data migration plan. Further completion of all data migration shall mean that it has been successfully transferred to the new system, has succeeded in all validation requirements, and is being processed by the new system without fault, failure, or discrepancy.

4.5.1 DATA MIGRATION PLAN

As an initial step and key component to data migration the Contractor shall prepare a Data Migration Plan. The Data Migration Plan shall provide a detailed and comprehensive approach to completing the data migration process ranging from initial analysis and design activities to final data validation and live system processing and operations. The Data Migration Plan shall also define the data to be migrated over from the legacy system to the new system including but not limited to account balances, financial data and balances, ETC and Violation transactions, etc.

At a minimum the Data Migration Plan shall address the following elements:

- 1) Background Statement – Overview of the project, a high-level description or design of the target system, and the impact of the migration to the success of the project.
- 2) Defined Scope – A clearly defined scope of efforts including expectations, assumptions, resource needs (internal and external), objectives, and production results.
- 3) Data – Definition of data to be migrated;
- 4) Out of Scope Items – Areas and aspects which are deemed out of scope or not necessary as part of the data migration process.
- 5) Success Criteria – The criteria for deeming migration successful. This shall include elements such as testing, validation, and that all migrated data fully complies and supports the target system’s functionality.
- 6) Risk Factors and Mitigation – Identification of any potential risk factors and or mitigation efforts in achieving successful migration as per the Success Criteria.
- 7) Data Migration Management – This section of the Plan shall describe the approach that the Contractor will implement to ensure effective migration.
- 8) Data Migration Delivery – This section shall detail the data analysis, migration design requirements, testing, and implementation efforts for data migration.

4.5.1.1 Data Migration Management

The Contractor shall provide a distinct focus on the migration activities throughout the course of the project. As part of the Data Migration Plan, the Contractor shall provide details regarding how they will manage, carry out, and deliver a successful data migration project. Specifically these details shall address at a minimum:

- 1) Data Migration Team and Organization;
- 2) Migration Approach;
- 3) Required Deliverables;
- 4) Data Migration Tasks; and
- 5) Data Migration Schedule

4.5.1.1.1 Data Migration Team

The Contractor shall identify the key personnel that would be part of the data migration effort. This shall also include any required resource personnel external to the Contractor’s team as well including any BATA staff and legacy system personnel. At minimum the Contractor’s data migration team personnel shall fulfill the following roles:

- 1) Migration Manager
- 2) Migration Architect
- 3) Migration Developer
- 4) Data Analyst
- 5) Systems Engineer

- 6) Quality Assurance Manager
- 7) Release Manager
- 8) Business Requirements Analyst
- 9) Project Documentation Writer

The Contractor may satisfy multiple roles by a single person; however, it must be clearly represented that there is no conflict in responsibility. The QA Manager shall be independent of the other roles.

In addition to the Contractor roles, the plan shall also define the expected roles, personnel, and/or staff required from the legacy system provider and BATA, including the expected time commitments anticipated over the life of the data migration efforts.

4.5.1.1.2 Migration Approach

The Contractor shall provide a narrative approach to represent how the migration team will perform and complete the data migration project. This narrative shall explain, in detail, the various steps, including methodology, standards, and processes required to deliver a successful data migration.

Particular attention shall be given to Quality Assurance and Control (QA/QC) within the approach description to ensure that each step of the process is integrated with quality processes or measures. This is especially important in understanding the full data models and supporting processes in both the source and the target systems. Comprehensive data quality analysis and profiling shall be performed in the legacy system to fully gauge the level of data cleansing and transformation that will be required to effect a solid, high-quality migration.

The approach shall also contain a detailed timeline of each event or task required to complete the data migration. The timeline shall focus on identification of tasks, durations, resources, and dependencies (both internal and external) that may affect progress.

4.5.1.2 Required Deliverables

The Data Migration Plan shall also identify and define any deliverables that are needed as part of the data migration effort. These may include such items as:

- 1) Data Profiling Analysis
- 2) Data Migration Design Requirements
- 3) Data Mapping and Transformation Specifications
- 4) Configuration Management Process/Plan
- 5) Success Criteria
- 6) Data Validation Plan
- 7) Data Migration Test Plan and Procedures
- 8) Risk Assessment Matrix

4.5.1.3 Data Migration Tasks

4.5.1.3.1 Requirements Analysis

The Contractor shall conduct a requirements analysis as part of the delivery process. This analysis shall begin with a data analysis of the legacy system where the Contractor will work with the legacy provider to obtain a full snapshot of the legacy data. It is preferred that this snapshot be contained in a dedicated, separate environment that is isolated from any production environment for better in-depth analysis.

As a result, the data analysis shall provide the following:

- 1) Data to be migrated;
- 2) Data elements needed for migration (and those that are not);
- 3) Understanding of legacy data structure and data dictionary;
- 4) Identify gaps and transformations to meet new business rules and policies;
- 5) Identify data quality issues that may impact migration or functionality in the target system;
- 6) Identify interface needs and potential impacts; and
- 7) Identify historical version changes to the legacy system.

4.5.1.3.2 Specifications Development

In an effort to convey accurate expectations, the Contractor shall work with BATA to complete the requirements analysis. Based on this analysis, the Contractor shall then begin to develop detailed specifications for executing the data migration process. As part the specification development, the Contractor shall work with the current contractor and focus on such items as:

- 1) Mapping Specifications
 - a) Identify subsidiary ledgers with financial data
 - b) Map the chart of accounts from legacy system to new system
 - c) Identifying which legacy data to migrate
 - d) Mapping of legacy data to target system tables and columns
 - e) Definition of all data transformations to support the mapping requirements, especially with respect to domain sets
 - f) Identification of all data quality repairs or improvements to support target system functionality
 - g) Identification of assumptions and risk elements
- 2) New System Configuration Requirements
- 3) Identification of data elements, which may not be migrated:
 - a) PDF files/Reports
 - i) Customer Notices
 - ii) Statements

- iii) Billing Documents
- b) Other Scanned Documents
- c) Hard Copy files (paper)
- 4) Toll Tag Inventory Migration
- 5) Identification of potential security impacts (i.e. changes in password standards)
- 6) Protecting Personal Identifiable Information (PII)

4.5.1.3.3 *Development and Unit Testing*

Development and performance of unit testing to verify migration strategies shall be performed by the Contractor, using a snapshot of the legacy database which has been isolated from any production environment. The Contractor shall perform the migration efforts in accordance with the standard process of Extract, Transform, and Load (ETL). All data migration processes shall be based upon automated ETL processing and/or repeatable executable scripts. None of the processes shall use ad hoc scripts or direct updates.

Both the legacy and new system environments shall also be isolated from any application development or testing to ensure the integrity of the data, test results, and processes. The Contractor shall ensure that the production application is adequately synchronized with the pre-production system used during migration.

As necessary, the Contractor shall provide updates to any portion of the migration specifications document as a result of unit testing.

As unit testing and development are completed, the Contractor shall certify that the test procedures used are adequate for formal migration and validation. The Contractor shall identify any discrepancies and or exceptions and subsequently refine the test procedures if necessary. Certification may include legacy and target system reports, screenshots, or other user interfaces that represent to BATA and any stakeholder that there is an accurate method to validate formal migration.

4.5.1.3.4 *Formal Migration Testing and Validation*

Formal data migration testing shall be accomplished over two distinct steps including an initial Trial Migration Test and Full Migration Test.

The intent of the Trial Migration Test is to identify any anomalies, inconsistencies, or other problems with the adequacy of the data migration and test procedures. Trial Migration testing shall be performed using a subset of data from legacy database as provided by and agreed to with the current contractor, but with validation focusing on a predetermined subset of data for efficient detail comparison. In the event of any script or test procedure issues, the Contractor shall address these items and retest.

Once Trial Migration testing has been performed to an acceptable level as determined by BATA, the Contractor shall then begin Full Migration testing. Under this phase, the same full legacy database snapshot will be used as with the Trial Migration test. However, focus shall be shifted to observing and recording the speed of execution, exercising the complete set of validation tasks, and identifying any remaining debugging efforts.

4.5.1.3.5 Implementation

Once both stages of migration testing have been successfully completed, the Contractor shall then begin the actual process of data migration from the legacy system to the new system. As part of the Data Migration Plan, the Contractor shall describe the implementation strategy by identifying each task or effort required. Identification of these efforts shall be provided in a comprehensive and tightly orchestrated document, with appropriate detail so as to minimize any potential for misunderstanding of the objective or directed intent. The Contractor shall also clearly identify the expected or required resources to complete each task in the Data Migration Plan. This may include personnel, equipment, technologies, or any other internal/external resource.

The Contractor shall also clearly define the role and expected duty of each data migration staff resource.

A check list shall be developed and used to systematically verify that each identified task is ready for migration.

As a supplement to the initial timeline provided as part of the Data Migration Plan, the Contractor shall prepare an updated detailed schedule of events for completing the full data migration. The updated schedule shall contain information such as event dates, durations, dependencies, resources, staff, locations of staff, etc. The schedule shall also indicate any major milestones within the data migration process.

As the migration effort progresses, the Contractor shall document, track and prioritize any and all issues that may be encountered. This shall be in a punch list format. Resolution to any issue shall also be tracked within the punch list including reasons for failure/issue, steps taken to resolve the failure/issue, and scale of impact.

4.6 Testing

The Contractor shall be responsible for all testing efforts related to the successful deployment of all aspects of the Regional Customer Service Center. Testing efforts shall include both development of test documentation as well as staffing, conduct, and management of all test activities to assure overall system compliance, quality, efficiency, reliability, and revenue control.

4.6.1 TEST ACTIVITIES

The Contractor shall perform testing based on the following test milestones to verify compliance with this Scope of Work:

- 1) Initial System Testing;
- 2) Integration and Commissioning Testing;
- 3) Data Migration Testing;
- 4) Go-Live Readiness Assessment
- 5) Acceptance Testing; and
- 6) Periodic Performance Testing.

4.6.1.1 Initial System Testing

The Contractor shall perform Initial System Testing. The intent of Initial System Testing shall be to verify that the Contractor has successfully developed the System in accordance with the requirements set forth in the Scope of Work and the subsequent design documentation as approved by BATA. Additionally, after successful approval by BATA, Initial System Testing shall provide the basis for the Contractor to begin full system integration and preparation for deployment efforts.

The Contractor shall fully demonstrate core system functionality including, at a minimum, the following:

- 1) Call Center – CSR Call Processing, IVR Functionality;
- 2) Customer Account Management Functions;
- 3) Toll Tag Inventory Management Functions;
- 4) Website Functionality and GUI;
- 5) Retail Account Management Functionality
- 6) Payment Processing – Including credit/debit card, ACH, cash, check;
- 7) Transaction Processing – Including invoice and violation processing;
- 8) Financial Accounting Functionality – Including reconciliation, audit and reporting; and
- 9) Reporting.

Anomalies, failures, or other issues identified during Initial System Testing shall be documented and tracked in a punch list format. All punch list items shall be satisfactorily resolved prior to BATA approval or acceptance.

It is expected that Initial System Testing will be performed at the Contractor's development facility. The Contractor shall identify in their Proposal the expected location of the Initial System Test. The Contractor may however request to perform the test at an on-site location (local to the San Francisco/Oakland area). Determination of the on-site location shall be subject to BATA approval.

4.6.1.2 Integration and Commissioning Testing

The Contractor shall perform Integration and Commissioning Testing following Initial System Testing. The intent of Integration and Commissioning Testing is to verify that the System is fully integrated with the various Bay Area toll collection facilities and SFO Parking, interoperable with the CTOC Agencies, and ready for Go-Live operations.

The Integration and Commissioning Testing shall demonstrate that the System and related Services are fully installed, integrated, and functioning per the Scope of Work and approved design documentation. The Integration and Commissioning Testing shall test all System functionality, including any and all equipment, software, and internal and external interfaces under controlled test conditions. Integration and Commissioning Testing shall be performed after the System has been installed in the RCSC location in the Bay Area unless testing in another location is approved by BATA. BATA reserves the right to decline the use of simulated data if it feels that in doing so it will not accurately reflect the achievable test result(s).

Integration and Commissioning Testing is not to be considered a follow up or supplement to Initial System Testing. Integration and Commissioning Testing shall demonstrate all core functionality originally represented during Initial System Testing as well as any remaining functionality not tested during Initial System Testing. Additionally, Integration and Commissioning Testing shall not be used to regression test or address any punch list items identified during Initial System Testing.

Integration and Commissioning Testing shall commence with a series of baseline test procedures to demonstrate core functionality in an unambiguous fashion. Testing program shall be completed in a logical structure beginning with internal interfaces, then external interfaces, and verify compliance with all work flows, business rules, and policies established during the design and development process.

The Contractor shall manage the development and documentation of all work flow, business rules, and policies throughout the design and development process. Failure to acknowledge and or document any such item shall not relieve the Contractor of its obligation to provide said functionality or component.

Testing may be directly observed by BATA and/or its representatives. BATA and/or its representatives may assume direct roles as System test observers to validate test processes and results.

BATA reserves the right, at its sole discretion, to determine if the System, any associated services, component, or sub functions are operationally ready. In the event that BATA deems any particular element to be in non-compliance, it may direct the Contractor to proceed with System operations while excluding the said non-compliant element. Any cost and or effort associated with deferral of any such element shall be the responsibility of the Contractor.

4.6.1.2.1 Interface Testing

As a key component of the Integration and Commissioning Testing, the Contractor shall perform Interface Testing. Interface Testing shall be performed to verify establishment of communications as well as operational processing with each of the required interfaces, both internal and external. At a minimum Interface Testing shall verify functionality of the following interfaces:

- 1) Physical Hardware/Communications Interfaces;
- 2) Data Interfaces;
- 3) Interoperability Data Interfaces to other CTOC Back Offices;
- 4) RCSC/Credit Card Clearinghouse and Bank Interface;
- 5) Cash Payment Network;
- 6) Lockbox Service to RCSC Interface;
- 7) System Interface with TCS Hosts;
 - a) BATA;
 - b) Golden Gate Bridge;
 - c) Bay Area Express Lanes facilities;

- d) Other CTOC facilities.
- 8) DMV Interface;
- 9) Rental/Fleet Vehicle Interface;
- 10) SFO Parking Interface; and
- 11) Collection Agency Interface.

Any additional interfaces identified during the design and development process, as agreed to and approved by BATA, shall also be fully tested during Interface Testing.

4.6.1.2.2 *Reciprocity Testing*

As a second step to Interface Testing, the Contractor shall also perform Reciprocity Testing. Reciprocity Testing shall be performed to verify that the System can successfully process, manage, and communicate transaction and other toll collection related data (such as tag status files and License Plate files) between each CTOC member agencies. This testing shall involve both communications to and from other CTOC member agencies and associated back offices. Reciprocity Testing shall also verify the System's conformance with the most recent CTOC ICD.

4.6.1.3 Data Migration Testing

The Contractor shall perform Data Migration Testing following Integration and Commissioning Testing. The intent of Data Migration Testing shall be to validate the migration processes as well as to verify the integrity of the legacy data and its ability to be stored and processed throughout the new system. Data Migration Testing shall be performed in accordance with the approved Data Migration Plan. Data Migration Testing has been defined in Section 4.4 System Design and Development.

4.6.1.4 Go-Live Readiness Assessment

Upon completion of Integration, Commissioning and Data Migration Testing the Contractor shall conduct a Go-Live Readiness Assessment. The intent of the readiness assessment is to create and validate a check list of events, tests, and results that will ensure that the System is ready to begin normal operations. BATA shall be actively involved in the readiness assessment and shall govern the final assessment as to whether or not the System is ready for Go-Live operations.

4.6.1.5 Acceptance Testing

The Contractor shall perform Acceptance Testing. The intent of Acceptance Testing is to verify that the System and all related services are in conformance with the Scope of Work and subsequently approved design documentation.

Acceptance Testing shall be performed under live conditions, using actual production data where practical, for a period of ninety (90) Calendar Days after the Go-Live date.

Testing may be directly observed by BATA and or its representatives. BATA and or its representatives may assume direct roles as System test observers to validate test processes and results.

The Contractor shall manage and track any anomalies, failures, or other issues noted under Acceptance Testing. These observations shall be tracked in a punch list format and reported on a weekly basis, at a minimum, to BATA.

The Contractor shall satisfactorily address all punch list items prior to receiving Final Acceptance from BATA. BATA reserves the right to request re-testing of any punch list item prior to granting Final Acceptance.

Acceptance Testing shall be the final test to be completed and shall only be initiated once all of the System elements have been installed and configured and all previous tests have been successfully completed.

BATA reserves the right, at its sole discretion, to determine if the RCSC System and associated Services meets the requirements of the Contract.

4.6.1.6 Periodic Performance Testing

BATA may conduct periodic system and operational performance testing.

The Contractor shall support BATA testing efforts and comply with any and all testing requirements.

The Contractor shall document any performance failures and take corrective action to remedy the failures.

4.6.2 TEST DOCUMENTATION

The Contractor shall develop test documentation in accordance with this section.

4.6.2.1 Master Test Plan

The Contractor shall submit a Master Test Plan for approval by BATA. The Master Test Plan shall articulate, in detail, the test methods and specific performance test criteria that will be employed to verify that the System has been designed and deployed in accordance with the Scope of Work and approved design documentation.

The Master Test Plan shall include detailed test descriptions for each type of test to be conducted throughout the course of the project. Descriptions shall include appropriate cross-references to the Scope of Work requirements and approved design documentation that allow BATA to readily verify the requirement being tested.

At a minimum, the Master Test Plan shall address as distinct and separate sections, each test activity including:

- 1) Initial System Testing;
- 2) Integration and Commissioning Testing;
- 3) Data Migration Testing;
- 4) Acceptance Testing; and
- 5) Performance Testing.

For each test activity the Contractor shall include specific outlines in the test descriptions, enumerating the System functionality being tested, each testing process, all testing assumptions,

including any limiting factors, their impact on test validity, and the expected results for each test. The Contractor shall propose testing schedules and locations for approval by BATA.

Each test activity/plan shall include the following:

- 1) Test Plan – The Test Plan shall describe the overall scope, approach, resources, and schedule of testing activities for the project. It shall identify test items, features to be tested, test cases, testing tasks, responsible person for each task, and any risks that may require contingency planning.
- 2) Test Case – The Test Case document shall specify which component of the System, software feature, or set of features that is to be tested. The Test Case shall indicate such items as test inputs, predicted or expected results, and the defined set of execution conditions. The Test Case document is intended to be comprised of the following:
 - a) Test Procedures – Test Procedure shall specify the sequence of steps and procedures required to fully execute the test.
 - b) Test Logs – The Test Log shall represent a chronological record of details, results or notes that describe the execution of the test.
 - c) Punch List Reports – The Punch List Report shall describe any anomaly or failure event that occurs during the testing process which may require explanation or restitution. The Punch List Report shall also serve as the mechanism for tracking and closing out open events.
 - d) Summary Reports – The Test Summary Report shall summarize the testing activities and results. It shall also contain an evaluation of the corresponding test items.

The Contractor’s test management activities shall include at least the following tasks:

- 1) Test planning and documentation;
- 2) Test execution and monitoring;
- 3) Periodic status reporting;
- 4) Assessment of test activities and data for conformity and completeness;
- 5) Test data analysis and the investigation of anomalies;
- 6) Punch list development and management; and
- 7) Test report development.

The Contractor shall revise test documentation as necessary to achieve BATA approval.

The Contractor shall repeat test activities as necessary to achieve BATA approval.

5 MAINTENANCE AND BUSINESS CONTINUITY

5.1 Maintenance

For the term of the contract and any subsequent extension(s), the Contractor shall administer and maintain the System to support continued operations with no degradation in the performance

standards set forth in this Scope of Work. The Contractor shall be responsible for providing all preventive and corrective maintenance of the System.

To every extent possible, performance of maintenance activities shall be completed in a manner that does not disrupt or degrade RCSC operations. In the event a maintenance activity does require interruption of service or operations, the Contractor shall notify BATA and gain concurrence prior to such activity.

All software and firmware updates shall be scheduled and planned with BATA. Any such efforts shall be clearly documented in advance for BATA concurrence.

5.1.1 MAINTENANCE PLAN

The Contractor shall develop and submit to BATA for review and approval a Maintenance Plan that identifies the approach to performing maintenance efforts defined in this Scope or Work throughout the term of the contract.

5.1.2 SOFTWARE MAINTENANCE

Software maintenance shall include system administration, database updates and upgrades, operating system updates, antivirus updates, firmware updates, license renewal, and any other activities needed to maintain the performance standards set forth in this Scope of Work.

The Contractor shall maintain third-party Software at the most current or one back version throughout the term of the Contract unless they go out of business or get replaced and unless such maintenance degrades the performance of the Contractor's Software, in which case the Contractor and BATA shall agree on the appropriate course of action.

The Contractor shall keep all Software instances (training, test, development, pre-production, and production) at the same configuration and patch level.

As standard practice when repairing deficiencies and releasing System fixes or upgrades, the Contractor shall prepare and run Regression Testing scripts to test each build that is delivered to the test environment to ensure that no regression problems have surfaced. Any regression issues shall be documented as deficiencies and resolved accordingly.

5.1.3 HARDWARE MAINTENANCE

Hardware maintenance shall include repair and replacement activities to ensure the normal function of any System device or component such as servers, drives, workstation computers, peripherals, printers, specialized technology, or any other activities or equipment needed to maintain the performance standards set forth in this Scope of Work.

5.1.4 MAINTENANCE PERFORMANCE REQUIREMENTS

The Contractor shall maintain the System to meet the following requirements:

- 1) Facilitating Communications with Contractor – The Contractor shall establish and provide a 24 hour per Day phone number for the reporting of System outages and problems. The Contractor shall provide BATA with the contact information for technicians, supervisors, and Managers.

- 2) System Hardware and Software Outages and Problems –The Contractor shall respond, either through remote access or on-site, and begin working on problems within two (2) hours of notification 24 hours a Day, 7 Days a week.
- 3) Hardware Outages and Problems: All Hardware failures for the System shall be repaired within two (2) hours of arrival on-site, but in no case shall the repair time exceed four (4) hours from the first notification. The total response and repair time shall be measured from the exact time the problem is first reported until the equipment is brought back online and is functioning at full capacity. The Contractor shall notify BATA once the repair time reaches four (4) hours without resolution. The Contractor is required to have spare parts available at all times. If the repair is specialized, the Contractor shall provide a work around until the parts are delivered.
- 4) Software Outages and Problems – Every attempt shall be made to fix all Software problems within three (3) hours of being reported. Software problem response requirements shall depend upon whether revenue collection is impacted or not. If revenue collection is potentially impacted but repair will take longer than (3) hours, the Contractor shall report the status of problems as soon as the situation becomes evident. Status reports shall be submitted thereafter at least every four (4) hours, until the problem is corrected or a work around is established.
- 5) Maintenance Staff – The Contractor shall maintain a full-time System maintenance Staff, to effectively support and maintain the System on a 24 hours per Day, 7 Days per week schedule. Software and computer Hardware maintenance shall be provided through qualified personnel and contractors acceptable to BATA.

5.1.5 IT SERVICES

The Contractor shall provide continuous (24 hours per Day, 7 Days per week) IT Services for the System to ensure that it is performing and will continue to perform as required by the Contract. IT Services shall include monitoring and corrective action to ensure the System performs in accordance with the requirements of this Scope of Work. This shall include, but is not limited to, the following:

- 1) Develop schedule and inform BATA of all scheduled maintenance activity that will impact the availability of the System, communications infrastructure, and system to system interfaces.
- 2) Establish and staff a Help Desk function for assisting BATA staff in answering user questions and identifying data errors.
- 3) Provide any daily, weekly, or periodic maintenance required to maintain the System at required performance levels.
- 4) Conduct System shutdown and re-start, if required, to keep the System operational.
- 5) Re-establishment or re-installation of System files, programs and parameters, as required, following a failure or damage to the System.
- 6) Provide ongoing database performance monitoring, maintenance, upgrades, revised indexing, and tuning as needed to optimize System performance.

- 7) Complete daily backup of all System data. In addition, the Contractor shall be responsible for performing a restoration and recovery of any component of the System as required after a failure.
- 8) Utilize System tools and error logs to monitor and analyze the performance and health of the System with regular timely reporting of findings to BATA.
- 9) Monitor System security and address any potential threats.
- 10) Investigate and analyze anomalies, including trend analysis.
- 11) Coordinate identification of potential problems, lead the problem resolution process, and initiate corrective actions to include modifying System functionality as needed with regular timely reporting of findings to BATA.
- 12) Perform required installation and integration of new Software and Hardware, including but not limited to, application Software, databases, operating systems, security Software, third-party Software, and other supporting Software.
- 13) Update Systems and security in compliance with updated PCI DSS standards.
- 14) Verify time synchronization is occurring as configured and System clocks are not drifting beyond a threshold acceptable to BATA.
- 15) Verify on a daily basis that all interfaces to other systems are functioning according to the requirements of this Scope of Work and approved Interface Control Documents.
- 16) Verify processes, programs, and scheduled jobs are successful.
- 17) Make changes to System configurable parameters and rules and deploy changes in production.
- 18) Modify IVR call flow to correct routing and call flow problems identified during normal operations.
- 19) Modify the Customer website to maintain up-to-date information relating to toll rates and facility information, Customer issues, and BATA policies.
- 20) Perform ad hoc queries based on BATA requests and provide reports on all requests.

The Contractor shall maintain current and accurate records for all System Hardware and Software maintenance activities. The records shall be organized and managed by a computerized data and information management System. The Contractor shall maintain records in an electronic form easily retrievable and transferable to BATA. All records are the property of BATA and as such BATA has the right to review and retrieve data and records at any time via electronic or hard copy. The Contractor shall provide BATA with direct access to the Contractor's database.

5.1.6 COMMUNICATION NETWORK SUPPORT

The Contractor shall establish, operate, and maintain the communication network that is required to support the Services and Systems of the Contract. This may include, but not be limited to, connections for the System, Customer Service Centers, customer service storefronts, Web, mobile/smart phone applications, phones, interactive voice response system, BATA Facilities, Golden Gate Bridge, Express Lane facilities, CTOC Agencies, credit/debit card clearing house,

SFO Airport, cash payment network, collection agency, California and out-of-state DMV vehicle registration providers, BATA financial system, web hosting facility (if applicable) and other third-party systems as required by the Contract.

5.1.7 SOFTWARE LICENSES

The Contractor shall keep up to date all Software licenses needed to provide the Services required under the Contract. Any late fees or penalties incurred due to the Contractor's lack of control over the license and support process shall be paid by the Contractor. The Contractor shall transfer the Software Licenses to BATA at the termination of the Contract.

5.1.8 WARRANTIES

The Contractor shall be responsible for the development, implementation, and administration of a warranty program for all Hardware, Contractor-developed Software, and third-party Software provided under the Contract. The Contractor shall maintain warranty records and shall review Software discrepancy and available patch reports to determine if the Software requires upgrading.

The Contractor shall take all reasonable and prudent steps to ensure that all Hardware and third-party Software used by the System is supported by the Contractor and all warranties remain in effect. The Contractor shall make every effort to ensure that warranties are honored by other contractors. BATA shall have the right to review warranties upon request.

5.2 Business Continuity

The requirements in this section establish the baseline for business continuity to ensure that BATA will be able to continue to provide RCSC Services with minimal interruption to daily operations under various business disruption scenarios.

5.2.1 BUSINESS CONTINUITY PLAN

Prior to the start of operations, the Contractor shall develop and submit a Business Continuity Plan for BATA's review and approval. The plan shall document the Contractor's day-to-day policies, guidelines, and procedures for ensuring that the System, functionality, and operations will be fully available to BATA and its Customers and meet the performance standards required under the contract and specified in this Scope of Work. The plan shall address, at a minimum, Contractor management, Contractor staffing, Contractor communications with BATA staff, facilities, Software applications, computer Hardware, network communications, operations, maintenance, and issue identification, escalation, and remedies.

The Contractor shall maintain, validate, test, and resubmit this Business Continuity Plan for review and approval by BATA annually or after any material changes to the System, its architecture, location(s), or operations (including contracted Services).

5.2.2 DISASTER RECOVERY PLAN

As a component of the Business Continuity Plan, the Contractor shall develop and submit a Disaster Recovery Plan for BATA's review and approval. This plan shall document the Contractor's Facilities and operations (including any contracted or outsourced services), assess the hazards and vulnerabilities that the Contractor's facilities and operations could face

(including natural and technological disasters, civil emergencies, criminal activity, and other business interruptions), and describe how the Contractor shall maintain or recover its operations in the event of a business interruption.

This plan shall include, at a minimum, the implementation of a back-up System site with full database replication at a location in a different geographic region of the United States from where the Contractor’s primary operations environment is located. The Contractor shall be able to switch operations to this alternate site within twenty four (24) hours of an outage impacting its primary operations center.

The Contractor’s Disaster Recovery Plan shall be fully tested by the Contractor and approved by BATA as part of Acceptance Testing. The Contractor shall then test this Disaster Recovery Plan on at least an annual basis during the Contract period. The Contractor shall notify BATA of these ongoing tests, provide BATA the opportunity to witness the testing and review the results of the testing with BATA upon completion. At a minimum the Contractor shall document and provide certification that the tests were conducted and report on the results.

The Contractor shall maintain, validate, test, and resubmit the Disaster Recovery Plan for review and Approval by BATA annually or after material changes in the Contractor’s System, architecture, location(s), or operations (including any contracted or outsourced services).

5.2.3 OPERATIONS RECOVERY PERFORMANCE REQUIREMENTS

The Contractor shall meet the following requirements for restoring production operations in the event of a catastrophic event (including natural and technological disasters, civil emergencies, criminal activity, and other business interruptions):

- 1) The Contractor shall restore all Priority 1 identified functions to operations levels within 24 hours. See Table 16: Operations Recovery Requirements.
- 2) The Contractor shall restore all Priority 2 identified functions to operations levels within five (5) Business Days. See Table 16: Operations Recovery Requirements.
- 3) The Contractor shall restore all Priority 3 identified functions to operations levels within thirty (30) Calendar Days. See Table 16: Operations Recovery Requirements.

The Priority Levels for restoring operations back to production levels is provided in Table 16: Operations Recovery Requirements.

Functions	Priority Levels		
	1	2	3
1. Automated System Functionality			
a. Software System	X		
b. Hardware	X		
c. Network Communications	X		
2. Walk-in Facility			X
3. Satellite Walk-in Facility and Special Event Support			X
4. Call Center		X	
5. Account Establishment		X	

6. Account maintenance		X	
7. Toll Tag Customer Management		X	
8. CSR Call Processing		X	
9. Toll Tag Inventory Management		X	
10. Customer Service Web Services	X		
11. Retail Account Management			X
12. Cash Payment Network		X	
13. FasTrak® Parking	X		
14. Payment Processing	X		
15. Transaction Processing	X		
16. Financial Accounting		X	
17. Reconciliation		X	
18. Audit		X	
19. Reporting		X	
20. Public Relations and Media Interaction			X
21. Web Site Support	X		
22. System Interfaces	X		

Table 16: Operations Recovery Requirements

6 END OF TERM TRANSITION AND SUSPENSION

6.1 Contractor Assisted Transition of All or Part of Operations to Successor

Transition activities of this Contract shall overlap with start-up activities for a Successor.

The Contractor shall meet the following requirements for transition of all or part of the production RCSC operations. The transition shall take place within one-hundred-eighty (180) Calendar Days of notification from BATA. The Successor may be BATA or another service provider.

6.1.1 TRANSITION REQUIREMENTS

The Contractor shall confer and cooperate with the Successor to determine the activities required to transition the RCSC Services in an orderly manner and to allow the transition to occur without interruption of services or operations under the existing Contract.

The Contractor shall designate a Transition Manager who shall serve as the single point of contact for transition related activities.

Within thirty (30) Calendar Days of notification from BATA of its intention to transition to the Successor, the Contractor shall make any updates necessary to make the Transition Plan current for the transition process.

The Contractor shall develop, seek BATA Approval for, and manage an issue resolution process for the transition.

The Contractor shall develop and submit for BATA review and approval, a system-to-system interface transfer plan.

The Contractor shall develop and submit for BATA review and approval a Customer contact transfer plan (e.g., website, call-in numbers, P.O. boxes, and other items required for the transfer).

The Contractor shall develop and submit for BATA review and approval an Operations Shutdown Plan. Shut down activities shall include the confidential destruction of certain BATA designated hardcopy and electronic records.

BATA may request that certain transition related documentation or functions be transferred to the Successor before the final transition date. The Contractor shall respond to such requests from BATA within ten (10) Calendar Days. Additionally the Contractor shall provide database access to the Successor for the legacy system.

The Contractor shall provide sufficient System and operations experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the Contract.

The Contractor shall provide support to help the Successor maintain the continuity and consistency of the Services required by the Contract. The Contractor shall allow the Successor to conduct on-site interviews with the employees.

The Contractor shall review and update RCSC related business processes, procedures, database, business rules, and related documentation as a part of the transition process. The Contractor shall add any missing information and correct any deviations from current operating protocol and route to BATA for review and approval per current Contract requirements.

6.1.2 TRANSITION PLAN

Prior to the start of operations, the Contractor shall develop and submit a Transition Plan for BATA review and approval. The Transition Plan shall describe the steps the Contractor will take to support transition of the Contractor's Services in two specific situations as follows:

- 1) Contractor Assisted Transition - End of Contract Term – This component of the Transition Plan shall describe the approach the Contractor shall take to support the start-up of RCSC operations by a Successor due to the end of the Contract term. The Contractor's plan shall include a timeline for supporting the start-up of such an effort, the lead times required by the Contractor, the Contractor resources required, and any assumptions underlying the resource estimates.
- 2) Contractor Assisted Transition - BATA Early Termination of Contract – This component of the Transition Plan shall describe the steps the Contractor will take to transition RCSC operations to another entity upon receiving notification from BATA of its intent to terminate the contract. This plan shall include a detailed outline of the phase-out period, the time period during which equipment or Systems will be removed or Services terminated, due to Contract termination. The period of transition shall not exceed six (6) months and shall include planning, documentation, data migration, training, and completion of the transition.

The plan shall describe how the Contractor will meet with replacement Staff or contractors to facilitate handover of all BATA Customer and financial data maintained in the System and any other information and property of BATA. The plan shall demonstrate how the Contractor will ensure there are no disruptions to RCSC operations or to the System at all times and at all locations during phase-out.

BATA may instruct the Contractor to modify the Transition Plan from time to time to ensure this provision for seamless operations is met. The Contractor shall update its Transition Plan as appropriate and resubmit it for review and approval by BATA annually or after material changes in the Contractor's System, architecture, location(s), or operations (including contracted Services).

6.2 Suspension of Operations – Contractor Unavailable

The Contractor shall meet the following requirements for suspension of operations due to events such as bankruptcy, receivership, liquidation, or similar financial restructuring event which prevent the Contractor from performing the Services required under the Contract.

6.3 Suspension of Operations Requirements

In the event that the Contractor is unable to provide the Services required under the Contract, the Contractor shall meet the following requirements for suspension of operations based on direction from BATA:

- 1) BATA shall have full and immediate access and control of all operations site, software and hardware, related data, toll tag inventory, and any other BATA owned asset until issue is resolved.
- 2) BATA shall have full access to all System (Hardware, Software, and communications networks), policies, procedures, and staff related to Priority 1 functions within 24 hours as defined previously in this Section.
- 3) BATA shall have access to all System (Hardware, Software, and communications networks), policies, procedures, and Staff related to Priority 2 functions within five (5) Business Days.
- 4) BATA shall have access to all System (Hardware, Software, and communications networks), policies, and procedures related to Priority 3 functions within thirty (30) Calendar Days.

6.3.1 SUSPENSION OF OPERATIONS PLAN

Sixty (60) days prior to the start of final transition activities, the Contractor shall develop, submit, and obtain BATA Approval of a Suspension of Operations Plan. This Suspension of Operations Plan shall describe the steps the Contractor has taken to support transition of the Contractor's Services in the event of an unplanned termination or significant disruption of the Contractor's Services due to bankruptcy, receivership, liquidation, or other suspension of the Contractor's business operations. The Suspension of Operations Plan shall:

- 1) Document the steps the Contractor will take to protect BATA from the impact of an unplanned termination or significant disruption in the Contractor's normal business operations. The goal of this plan is to ensure that BATA can continue to provide the level of Services required under the Contract or resume operations with minimal impact to its Customers and no loss of tolling revenue.

- 2) Provide BATA various options for maintaining continuity of operations in the event of a significant disruption.
- 3) Detail how the Contractor shall operationally implement its approach to mitigating BATA's risk of interruption to tolling operations and revenues in the event of the termination of or significant disruption to the Contractor's business operations.
- 4) In the event of bankruptcy insolvency, the plan shall include:
 - a) Keep operating with court order;
 - b) Turn site control over to BATA complete with all software, hardware, phones, records, etc.

Based on the specific approach to RCSC services and the System implemented by the Contractor, the Contractor shall document their approach to meeting this requirement. Examples of potential approaches could include:

- 1) Hosting the System in a third-party operated data center or on site with contracted terms and conditions that allow BATA to take over payment for System operations in the event of the termination of the Contractor's business operations.
- 2) Hosting the System at a third-party operated data center and contracting for a hot site with another third-party to mitigate the impacts to BATA from business disruptions to either the Contractor or its hosting subcontractor.
- 3) Daily back up of the System database for which BATA would have the Data mapping required to migrate the Data to another provider.
- 4) Contractor granting or assigning to BATA the right to assume all or a portion of the licenses and subcontracts, respectively, required to perform the contractual RCSC Services upon disruption of the Contractor's services.
- 5) Provide steps to safeguard assets (including cash, checks, and credit cards, and Toll Tag inventory;
- 6) Identify certain sensitive operational and system functionalities and limit access to restricted staff.

The Contractor will update its Suspension of Operations Plan as appropriate and resubmit it for review and Approval by BATA annually or after material changes in the Contractor's System(s), architecture, location(s), or operations (including contracted Services).

Attachment A – Project Stabilization Agreement

Attachment B – RCSC Specification Regional Video Tolling and Golden Gate Bridge All Electronic Tolling

Attachment C – Standard Retail Agreement

**Attachment D – San Francisco Airport (SFO) Parking Facilities Interface
Control Document**

Attachment E – CTOC Interagency Electronic Data Interchange Specifications

Attachment F – Rental/Fleet Interface Control Document

Attachment G – Sample of Transaction Codes, Chart of Accounts, and Fund Distribution Schedules

Attachment H – DMV Information Security Statement

Attachment I – Monthly Traffic Reports for 2011

Attachment J – BATA Interface Control Document

Attachment K – Express Lane ICD

Attachment L – Debt Collection Agency Interface Control Document

Attachment M – Definitions

The following capitalized terms and acronyms included in the Scope of Work have the meaning set forth below:

“Acceptance” shall mean each written notice from BATA to Contractor that a Product, System and/or Services purchased by BATA for the Project has (a) passed its Acceptance Testing in accordance with the Acceptance Testing Plan, or (b) where there is no Acceptance Test Plan, when it otherwise meets the applicable Requirements.

“Acceptance Testing” shall mean the testing of the systems and services provided under this Contract to ascertain that the systems and services meet the Requirements and Key Performance Indicators of the Scope of Work.

“Account” See Customer Toll Account.

“Account Type” shall mean any one of the various categories of Customer Toll Accounts or Violation Accounts that are supported by the CSC.

“ACTC” shall mean the Alameda County Transportation Commission.

“Agency” or “Agencies” shall mean BATA, GGB, VTA, SSCLJPA and ACTC.

“Automatic Clearing House (ACH)” shall mean the nationwide batch-oriented electronic funds transfer system governed by the National Automated Clearing House Association Operating Rules, which provide the inter-bank clearing of electronic payments for participating depository financial institutions.

“Adjustment” shall mean a record of activity created by the Customer Service Center as a result of the need to adjust the financial effect of a previous Transaction on a Customer Toll Account.

“Application” shall mean the paper-based or online record of Customer provided information used to establish an account.

“Approval” shall mean a written notice provided by BATA to the Contractor that a Product, System, or Service delivered by Contractor meets applicable Requirements.

“Authorized User” shall mean any person who has been given permission by BATA to access some portion of the CSC facility Hardware, software, data, or documents using role-based security.

“Auto-Replenish” shall mean the automatic replenishment of funds to a Customer’s Toll Account.

“Back Office” shall mean hardware, software and staffing provided under the Contractor to support the customer service, account management, transaction and image processing activities provided by the CSC.

“BATA” shall mean Bay Area Toll Authority, any division, section, office, unit, or other entity within Bay Area Toll Authority, and any of the officers or other officials lawfully representing the Bay Area Toll Authority.

“Bad Check” shall mean any check returned to BATA by a financial institution for any reason of non-acceptance, nonpayment, or stop payment, unless a justifiable stop payment order exists.

“Business Days” shall mean Monday through Friday, except for holidays observed by the State of California.

“Business Rules” shall mean the set of approved policies and procedures that dictate and detail how the CSC shall respond to various operating situations that occur during or are related to the Toll collection process.

“Calendar Days” shall mean a day reckoned from midnight to midnight.

“California Toll Operators Committee (CTOC)” shall mean the collaborative organization composed of California's toll facility operators/owners. CTOC is the primary resource for interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.

“California Vehicle Code (CVC)” shall mean the legal document that contains all statutes relating to the operation, ownership and registration of vehicles in the state of California. It also contains statutes concerning the California Department of Motor Vehicles and the California Highway Patrol.

“Call Center” shall mean the centralized office that is used to administer incoming telephone inquiries from Customers using the Bay Area Toll Facilities as well as outgoing calls for customer service and Customer Toll Account support.

“Cash Payment Network (CPN)” shall mean an integrated payment network that allows a Customer to deposit funds into their Customer Toll Account, or pay outstanding invoices, using cash from multiple locations in the network.

“Change Order” shall mean a written form signed by BATA that modifies, deletes, or adds to the Work as specified in the Contract.

“Closed Account” shall mean a Customer Toll Account that has been closed.

“Closed Pending Account” shall mean a Customer Toll Account that is in the process of being closed at the request of the Customer.

“Contract” shall mean the written contract between BATA and the Contractor that establishes the Project terms and conditions and Scope of Work including, but not limited to, all exhibits, the RFP, the Proposal, appendices, attachments, licenses, and any other document incorporated by reference into the Contract; also referred to as the Agreement.

“Contractor” shall mean the proposer selected to perform the Work, its employees and agents, any Subcontractor, firm, provider, organization, individual, or other entity performing any or all of Contractor's responsibilities under the Contract.

“Customer(s)” shall mean a user of one of more of the Bay Area Toll Facilities and or services.

“Customer Service Center (CSC)” shall mean the facilities that house the equipment, Software, and personnel required to establish, manage, and maintain Customer Accounts; provide Customer service; process Toll Transactions and license plate images, and prepare Customer notifications for invoicing or violations in accordance with the BATA's Business Policies and Procedures. Also, the integrated System that contains infrastructure equipment, Software, and services required to manage Customer Toll Accounts; process toll payments; obtain correct account, name and address information; and prepare billing and invoicing for payment processing. The Customer Service Center is used generically to designate full account

management services provided by the Customer Service Center System for *FasTrak*® and License Plate Accounts.

“Customer Service Representative (CSR)” shall mean the person that interacts with Customers to provide answers to inquiries they may have about using the Bay Area Toll Facilities, *FasTrak*®, or any program supported by BATA.

“Customer Toll Account” shall mean a CSC System-based entity that contains, posts, tracks, and allows for the management and reporting of Customer-related data for Transponder and License Plate based accounts.

“Data” shall mean records, files, forms, and other documents generated as a result of or in relation to any toll facility operation or CSC operation.

“Days” or "days" shall mean calendar days unless otherwise indicated in the Agreement as Business Days.

“Deliverables” shall mean Contractor’s Products, including plans, documents, designs, components or Milestones which are prepared for BATA (either independently or in concert with BATA or third parties) during the course of the Contractor’s performance under the Contract, including without limitation deliverables which are described in the Scope of Work.

“Department of Motor Vehicles (DMV)” shall mean the State of California’s department that provides registered vehicle registration information to facilitate Image-Based Toll collection and enforcement.

“Design Documents” shall mean all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including, but not limited to, the Detailed Design Documents necessary for, or related to, the design, installation, integration, testing and Maintenance of the Project in accordance with the Contract Documents, the Governmental Approvals, and applicable Law.

“Detailed Design Review” shall mean the review meetings between BATA and the Contractor to finalize the Requirements and functional designs to deliver the systems and services required under this Contract.

“Equipment”. See Hardware.

“Enhancements” shall mean all updates, upgrades, additions, and changes to, and future releases for the Software in whole or in part, including without limitation: (1) updated versions of the Software to operate on upgraded versions of firmware or upgraded versions of Hardware; and (2) updated versions of Software that encompass improvements, extensions, Maintenance updates, Deficiency corrections, modifications, or other changes that are logical improvements or extensions of the Software supplied to BATA. In addition, Enhancements will also include changes to the Software pursuant to Change Orders.

“Express Lane” shall mean one or more lanes of a highway that charges tolls as a means of regulating access to or the use of the lanes in order to maintain travel speed and reliability. Express Lane supporting facilities include, but are not limited to, approaches, enforcement areas, improvements, buildings, and equipment.

“Factory Acceptance Test (FAT)” shall mean the testing performed by the Contractor to verify that functional elements of the System are in conformance with the technical and Operational Requirements.

“FasTrak®” shall mean the name of BATA’s Electronic Toll Collection System.

“FasTrak® Account” shall mean a Customer Toll Account that primarily uses a Toll Tag to identify and charge the customer in accordance with the Business Rules. See Toll Tag definition.

“FasTrak® Customer” shall mean a toll Customer who participates in BATA’s FasTrak® tolling program.

“Final Acceptance” shall mean the event when BATA has given Acceptance for all Program documents, drawings, Software, Hardware, interface, Data, manuals, services and other Deliverables, including but not limited to the CSC System and services.

“Golden Gate Bridge (GGB)” shall mean the suspension bridge that links the San Francisco Peninsula to Marin County in northern California, designated as both U.S. Route 101 and California State Route 1.

“Graphical User Interface (GUI)” shall mean a Software screen and menu representation that allows users to input, retrieve, add, and change data.

“Hardware” shall mean the physical components of the CSC System, including but not limited to routers, hubs, servers, computers, telecommunications, printers, office equipment and other similar devices need for the operation of the CSC; also referred to as **“Equipment”**.

“Implementation” shall mean the process for making the System and services fully Operational under the Program.

“Image-toll” or “I-Toll” shall mean an alternative method of toll collection from a *FasTrak®* Account holder. If a *FasTrak®* Account holder uses the toll facility but does not pay the toll because a Toll Tag is not properly mounted on the Account holder’s registered vehicle, a camera System captures the vehicle’s license plate, and the toll will be posted to the *FasTrak®* account.

“Inactive Account” shall mean a Customer Toll Account that has had no Toll Transaction activity during a pre-defined period of time.

“Infrastructure” shall mean the telecommunications and network Equipment and Software for transmitting information and Data for the System.

“Integration and Commissioning Testing (ICT)” shall mean the testing of systems and services provided under this Contract to ascertain that the systems and services meet the Requirements of the Scope of Work and Key Performance Indicators prior to Go Live.

“Interactive Voice Response (IVR)” shall mean the technology that allows human users to interact with a computer through the use of voice and telephone keypad inputs to provide pre-recorded messages to answer caller queries or to further direct users how to proceed.

“Interface Control Document (ICD)” shall mean the interface control document that defines the file formats and related Business Rules for processing data and / or transactions.

“Key Performance Indicators (KPI)” shall mean a performance measurement used by BATA to evaluate the performance and success of the particular activity being performed by the Contractor.

“Key Staff” shall mean various Contractor staff identified in the Contract documents that are assigned to the Project.

“Laws and Regulations” shall mean all applicable laws, codes, ordinances, rules, restrictions, regulations, and orders of the Federal, State, regional, or any local government, and any judicial or administrative order or decree that are in effect as of the Contract date or any time thereafter during the term of this Contract.

“License Plate Account” shall mean a Customer Toll Account established by a Customer for the payment of tolls based upon the license plate of the Customer Toll Account holder.

“Low Balance” shall mean a Customer Toll Account with a balance equal to or less than the low balance threshold defined by the Business Rules.

“Maintenance” shall mean Services which will be performed by Contractor following Acceptance of each part of the System that is put into Production.

“Milestone” shall mean completion of a set of Work for which BATA Approval is needed in order to receive payment.

“MTC” shall mean the Metropolitan Transportation Commission.

“Non-Revenue Account” shall mean a uniquely identifiable type of Account that that utilizes at least one Non-Revenue Discount as defined by the Business Rules.

“Non-Sufficient Funds (NSF)” shall mean a Dishonored Check presented to BATA in payment of any toll transaction.

“Notice to Proceed (NTP)” shall mean the written notice to Contractor from the BATA Project Manager to commence Work.

“Operational” or "Operations" shall mean the condition when the System and Services are totally functional in accordance with applicable Specifications and being utilized for their purposes in the daily business of BATA, and all of the Data has been loaded into the System and is being utilized by BATA.

“Optical Character Recognition (OCR)” shall mean a Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and jurisdiction from the image of the license plate.

“PCI” shall mean Payment Card Industry.

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

“Payment Transaction” shall mean a record of activity created by the Customer Service Center as a result of a Customer payment.

“Performance Indicators” shall mean the metric to which the System and certain Services shall perform during Acceptance Tests and thereafter, as described in the Contract.

“Personal Identifiable Information (PII)” shall mean information that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include, but are not limited to, a person’s name, mailing address, business name, alternate contact information (if given), e-mail address, fax numbers, toll tag number, FasTrak account number, license plate, telephone number, credit card number, security code and expiration date, and Travel Pattern Data.

“Permits” shall mean the Permits required for Work pursuant to Federal, State, City and Local regulations or policies, and any additions, substitutions or amendments to or for such permits hereafter required by amendment to regulations or policies.

“Postpaid” shall mean that the Customer is billed for their usage of one or more toll facilities after the Toll Transaction has occurred.

“Power Dialing” shall mean that calls are placed only when an agent is available to handle the call.

“Predictive Dialing” shall mean a state-of-the-art pacing mode used to call a large number of customers within a short period of time. Predictive dialing optimizes the time of CSRs by reducing the idle times between connected calls and freeing agents from dialing calls.

“Prepaid Account” shall mean an open FasTrak® Customer Toll Account with a balance in excess of any minimum balance requirements.

“Project” shall mean the design, development, Implementation, operation, and Maintenance of a BATA Regional CSC in accordance with the terms and conditions of this Contract.

“Proposal” shall mean a written offer submitted by Contractor in response to the RFP to fully perform the Contract and to provide the Products and Services to BATA in accordance with the terms and conditions of the Contract.

“Refund Transaction” shall mean a record of activity created by the Customer Service Center as a result of unused/remaining funds from a Customer Toll Account being refunded to the Customer.

“Regional CSC (RCSC)” shall mean the CSC operated by the Bay Area Toll Authority.

“Regression Testing” shall mean any type of software testing which seeks to uncover software regressions, which occur when functionality, previously working correctly, stops working as intended typically as a result of Program changes.

“Relational Database Management System (RDBMS)” shall mean a set of Software programs that controls the organization, storage, management, and retrieval of data (or objects) in a database.

“Request for Proposals (RFP)” shall mean the Request for Proposals used as a solicitation document to establish the Contract, including all appendices, exhibits, attachments, and Amendments thereto.

“Requirements” shall mean the System and services to be provided under the Contract.

“Retail Program” shall mean a program to administer the sale of products to end users through one or more locations that the end user typically frequents.

“Retailer” shall mean the merchant or entity that sells a product directly to the end user.

“Reversal” shall mean a record of activity created by the Customer Service Center as a result of the need to fully reverse the financial effect of a previous Transaction on a Customer Toll Account. A Reversal, together with the original Transaction, results in a net-zero financial effect on the Customer Toll Account.

“Satellite Walk-In Facility” shall mean a secondary walk-in facility located some distance away from the main walk-in facility. See Walk-In Facility.

“Scope of Work (SOW)” shall mean a document executed by BATA and the Contractor that sets forth the tasks, services, systems, tasks, responsibilities and timelines for BATA and the Contractor for the Implementation and operation of the Project.

“Service(s)” shall mean those services provided by Contractor under the Contract as defined in the Scope of Work.

“SFO” shall mean San Francisco International Airport.

“Smart Account Bulletins” shall mean an electronic update or snapshot of a Customer Toll Account.

“SMS” shall mean Short Message Service which is a text messaging component of phone, web, or mobile communication systems that allows the exchange of short text messages between mobile telephone devices.

“Software” shall mean computer instructions, including but not limited to, programs, routines, functions, libraries, and data bases, supplied, procured or developed by Contractor in connection with the performance of the Work, including but not limited to the Software; however, Software shall not include embedded code, firmware, internal code, micro code, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all Maintenance updates and error corrections which are provided to BATA under the Contract.

“Software License” shall mean the rights granted to BATA to use the Software that is the subject of the Contract.

“Software System Documentation” shall mean the organized collection of documents that describe the requirements, capabilities, limitations, design, operation, and Maintenance of a computer program, operating system, or Hardware device. Software System Documentation includes, but is not limited to, data dictionary, System flow charts, and program documentation that describes the inputs, processing and outputs, query, update, and report program in the Software System.

“Specifications” shall mean the technical and other provisions and requirements for the prescribed Work as set forth in the RFP, as may be modified by the Contract and any Amendments, and any additional provisions set forth the Contractor’s Product documentations, whether or not Contractor produces such documentation before or after the Effective Date.

“**Staff**” shall mean Contractor’s employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

“**Standard Operating Procedures (SOP)**” shall mean the policies and procedures developed by the Contractor and approved by BATA required for the daily operation of the CSC.

“**State**” shall mean the State of California.

“**Sub-Account Type**” shall mean the various sub-categories of Customer Toll Accounts that are supported by the CSC under a given Account Type.

“**Subcontractor**” shall mean a person, partnership, company, or other organization which is not in the employment of or owned by Contractor, that is performing all or part of Contractor’s responsibilities under the Contract, pursuant to a separate contract entered into by and between the Subcontractor and of the Contractor. The term “Subcontractor” means a Subcontractor of any tier.

“**Successor**” shall mean any party assuming responsibility for all or parts of the systems and services provided under the Contract at the termination of the Contract.

“**SSCLJPA**” shall mean Sunol Smart Carpool Lane Joint Powers Authority.

“**System**” shall mean the fully functional BATA Regional CSC and system designed, developed, and installed by Contractor under this Contract, including but not limited to the complete collection of all Software, integrated and functioning together with the Data in accordance with the Scope of Work, using the Infrastructure, and on the Hardware for providing the Services.

“**System Testing**” shall mean the testing conducted on the System and Services by Contractor after they are commissioned to ensure and verify System and Service reliability, accuracy, and performance in accordance with all applicable Specifications, and auditability.

“**Tasks**” shall mean the activities to be performed by Contractor under the Agreement.

“**Title 21**” shall mean the Automatic Vehicle Identification Specification Standard adopted by the State of California to enable interoperability between Electronic Toll Collection agencies in the State.

“**Toll**” shall mean the charge for use on the Toll facilities.

“**Toll Collection System (TCS)**” shall mean any System that creates a Toll Transaction for processing by the CSC.

“**Toll Tag**” shall mean an electronic identification unit attached to a toll Customer’s vehicle that will automatically identify the toll Customer’s vehicle as it passes through the toll facility.

“**Toll Tag Kit**” shall mean the package and information provided to a customer upon establishment of a *FasTrak*® account. The kit shall provide the customer with a Toll Tag and instructions for mounting.

“**Toll Tag Transaction**” shall mean a Toll Transaction has posted in the Customer Service Center System based on a Toll Tag number. See Toll Transaction definition.

“**Toll Transaction**” shall mean a record of activity created by the TCS and sent to the CSC as a result of a vehicle traveling through a tolling point.

“Toll Facility” shall mean a facility whose purpose is to collect and process tolls and detect and process toll violations. A toll facility includes all bridge lanes, HOT lanes, and toll roads requiring tolls, and any related tollbooths and operation buildings.

“Toll Violation” shall mean a transaction in which the customer fails to provide payment for use of a toll facility. “Toll Violation” shall also refer to an image-based transaction that is not paid by the customer in the allotted time as defined by the Business Rules.

“Transaction” shall mean a System record of activity; an event recorded in the System.

“Travel Pattern Data” shall mean a customer’s toll tag number in conjunction with the toll booth location or other location information.

“Unregistered Toll Tag” shall mean a uniquely identifiable type of Toll Tag for which the CSC does not have a Customer name or address.

“VTA” shall mean the Santa Clara Valley Transportation Authority.

“Walk-In Facility” shall mean shall mean a facility that offers services without an appointment.

“Website” shall mean the website developed and maintained by the Contractor whereby customers may access account information, establish new accounts, and obtain BATA facility information.

“XML” shall mean Extensible Markup Language, an open electronic data exchange standard of specific form and format used for describing and defining data and data elements on a web page or in a data file.