REQUEST FOR PROPOSAL

16-0080 Toll Collection System Maintenance Services
The Illinois Tollway ("the Tollway") is an administrative agency of the State of Illinois which exists to provide for the construction, operation, regulation, and maintenance of a system of toll highways within the State of Illinois. The Tollway’s main revenue is derived from the tolls it collects from users. The Tollway is also empowered to enter into contracts; acquire, own, use, lease, operate, and dispose of personal and real property, including rights of way, franchises, and easements; establish and amend resolutions, by-laws, rules, regulations, and toll rates; acquire, construct, relocate, operate, regulate, and maintain the Tollway system; exercise powers of eminent domain and condemnation; raise or lower toll rates; and contract for services and supplies, including services and supplies for the various patron service areas on the Tollway system. Tollway funds are not appropriated by the Illinois General Assembly.

The Illinois Tollway requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the Illinois Tollway appreciates and welcomes an offer.

Brief Description of Scope of Services:
The Tollway is requesting Proposals from qualified maintenance Offerors to provide overall hardware and software maintenance services for its Toll Collection System (TCS). Required services will include but are not limited to: aspects of installation, maintenance and repair of roadway tolling technologies, and supporting lane and Plaza Host Systems. The services pertaining to this RFP exclude systems and technologies related to the TCS Host and Accenture Tolling Solution (ATS) functionality, such as the Customer Service Center (CSC), Violations Processing System (VPS) and reciprocity with other tolling entities.

The Tollway strives to remain flexible around its approach to tolling as the technologies and industry practices continue to evolve. It is the Tollway’s expectation that the Awarded Offeror will not only provide day to day upkeep of the TCS, but also work with the Tollway as a collaborative partner and proactive stakeholder while continuously striving to maximize both operational and technical efficiencies throughout the term of the Contract.

The following key goals have been established for this RFP solicitation which shall serve as guiding principles for the maintenance services to be provided:

Goal 1: Provide comprehensive and continuous system maintenance services for the Tollway’s TCS.


Goal 3: Establish a long term asset management and maintenance program to support and economically optimize current performance, life cycle replacement, technology refreshes, and other on-going improvements to the TCS.

Goal 4: Establish a mechanism to assign specialty tasks or as needed efforts to the Awarded Offeror in support of new Tollway initiatives.

Goal 5: Establish a collaborative relationship between the Tollway and the Awarded Offeror to support future evolutions and innovations in technology.

Goal 6: Establish data analytics and trend analyses practices to actively monitor system performance data and identify and implement measurable improvements and efficiencies for both technology and operations, as well
as to predict the end of life of TCS components in order to establish a scheduled replacement of parts prior to failure.

**Goal 7:** Ensure that software processes and data transfers between the lane/plaza systems and the TCS Host/Accenture Tolling Solution systems continue to function smoothly.

The Illinois Tollway operates and maintains a system of toll roads in 12 counties in Northern Illinois surrounding the Chicago metropolitan area including the Reagan Memorial Tollway (I-88), the Veterans Memorial Tollway (I-355), the Jane Addams Memorial Tollway (I-90), the Tri-State Tollway (I-94/I-294/I-80) and Illinois Route 390 Tollway (I-390). The road system currently includes 292 miles of limited-access highways that are part of the US Interstate Highway System. The Tollway is a user-fee system that receives no state or federal funds for maintenance and operations. The Tollway currently operates an open barrier toll system with 77 tolling points where customer toll payment can be made by electronic transponder (I-PASS or E-ZPass), cash (at most locations) and by grace period toll payment online or by mail (via license plate image capture at locations where cash is not accepted in the lane). A current Tollway system map is provided below in Figure 1 below.

**Figure 1: Tollway System Map**
In FY 2016, there were approximately 930 million annual toll transactions on the Tollway system with about 2.6 million daily toll transactions. Approximately 78 percent of these toll transactions were made by electronic transponder (I-Pass or E-ZPass). Additionally, some 14 percent of transactions are paid via image-based tolling of license plates to either I-Pass/E-ZPass customers (approximately 8 percent) or via post payment and violations recovery programs (approximately 6 percent). Approximately 7 percent of total transactions are collected via cash payment by collectors or Automatic Coin Machines (ACMs). With over 108 million transactions per year dependent upon image capture technology, the Tollway places significant emphasis on the performance of its license plate image capture systems and technology for revenue assurance. The toll system has expanded throughout the years in conjunction with increasing area population and associated traffic demands. As such, the Tollway’s subsystem and equipment vary greatly in age and condition, dating from 1990’s to 2016.

The Tollway is also currently implementing a $12 billion capital improvement program which includes a new roadway corridor, the Elgin-O’Hare Western Access (EOWA), which is tolled in an All-Electronic Tolling (AET) configuration where tolls are collected only by electronic transponder and grace period toll payment via license plate image capture. Toll revenue collection on this new corridor began in July of 2016.

Throughout the Tollway’s road system, there are currently four (4) different types or configurations of toll lanes: 1) Manual (MLT) lanes where collectors accept cash, 2) Automatic Coin Machine (ACM) lanes, 3) I-PASS only (IPO) lanes, and 4) Open Road Tolling (ORT) and All Electronic Tolling (AET) lanes. The current breakdown of TCS lanes and lane types at the Tollway is as shown in Table 1 below:

<table>
<thead>
<tr>
<th>Lane Types</th>
<th>Number of Lanes*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manual (MLT) Lanes</td>
<td>146</td>
</tr>
<tr>
<td>Automatic Coin Machine (ACM) Lanes</td>
<td>106</td>
</tr>
<tr>
<td>I-PASS Only (IPO) Lanes</td>
<td>133</td>
</tr>
<tr>
<td>Open Road Tolling (ORT) and All Electronic Tolling (AET) Lanes</td>
<td>195**</td>
</tr>
<tr>
<td><strong>TOTAL LANES</strong></td>
<td><strong>580</strong></td>
</tr>
</tbody>
</table>

* All lanes accept I-Pass/E-ZPass electronic transponders
** Includes 82 AET lanes
There are also six entrance/exit ramp (6) locations from the Tollway to roadways managed by the Illinois Department of Transportation where non-tolling Automatic Vehicle Identification (AVI) antennas are installed to detect vehicles for traffic management purposes. The AVI equipment installed at these non-tolling locations are also maintained by the Tollway’s TCS maintenance provider. These non-tolling locations are shown in Table 2 below:

**Table 2: Current Non-Toll AVI Locations**

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of AVI Antennas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell Road (I-94 north of Plaza 21)</td>
<td>1</td>
</tr>
<tr>
<td>Tower Road (I-94 east of Plaza 24)</td>
<td>1</td>
</tr>
<tr>
<td>Canfield Avenue (I-90 east of Plaza 19)</td>
<td>1</td>
</tr>
<tr>
<td>Near Hillside Tower (I-290 east of Plaza 51)</td>
<td>1</td>
</tr>
<tr>
<td>IL-394 (I-294/I-80 east of Plaza 47)</td>
<td>1</td>
</tr>
<tr>
<td>I-55 (I-355 south of Plaza 90)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total Non-Toll Locations</strong></td>
<td><strong>6</strong></td>
</tr>
</tbody>
</table>
A diagram is provided below as Figure 2 that illustrates the functional areas of services covered under this RFP. For additional information on the existing Tollway systems, operations and processes please refer to the Attachment 1 – Technical Proposal Scope of Work.

**Figure 2: TCS Integration Diagram (excluding TCS Host and Accenture Tolling Solution Systems)**
STATE OF ILLINOIS
REQUEST FOR PROPOSAL
Illinois Tollway
# 16-0080 - Toll Collection System Maintenance Services
IBP Reference Number 22038919

The resulting contract with the Awarded Offeror shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, the Tollway has the option to renew for the following terms: five (5) years.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of 26% and VOSB/SDVOSB goal of 1% based on the availability of BEP and VOSB/SDVOSB certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Illinois Tollway will award this contract to a Vendor that meets these goals or makes good faith efforts to meet these goals. These goals are also applicable to change orders and allowances within the scope of work provided by the BEP and VOSB/SDVOSB certified vendor. If Vendor is a BEP and VOSB/SDVOSB certified vendor, the entire goal is met and no subcontracting with a BEP and VOSB/SDVOSB certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Please read the entire solicitation package and submit a bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price proposal which will constitute the bid. Do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with an Offeror’s Offer.

Offers that do not adhere to Form and Content of Proposal requirements may not be considered.
SECTION 1.

Instructions for Submitting Offers ................................................................. A.1.
How to Enter Information............................................................................ A.1.
Published Procurement Information ......................................................... A.2.
Solicitation Contact.................................................................................... A.3.
Offeror Questions and Tollway Response ................................................. A.4.
Required Meetings.................................................................................... A.5.
Offer Due Date, Time and Address for Submission of Offers.................. A.6.
Organization Required............................................................................... A.7.
Submission of Offers................................................................................ A.8.
Small Business Set-Aside.......................................................................... A.10.
Minority Contractor Initiative................................................................ A.11.
Federal Funds............................................................................................ A.12.
Employment Tax Credit........................................................................... A.13.
Public Records and Requests for Confidential Treatment.................... A.15.
Reservations.............................................................................................. A.16.
Award ........................................................................................................ A.17.
References ............................................................................................... A.18.
Invoicing Address.................................................................................... A.19.
Minorities, Females, and Persons with Disabilities Participation and Utilization Plan... A.22.
Veteran Small Business Participation and Utilization Plan........................ A.23.

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Offer to the State of Illinois..................................................................... C.
Specifications/Qualifications/Statement of Work...................................... D.
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Pricing ...................................................................................................................................................................... E.

SECTION 3.

Standard Terms and Conditions ................................................................................................................................. F.
Exceptions to Solicitation and Contract Terms and Conditions ............................................................................. G.
State Supplemental Provisions ................................................................................................................................. H.
Subcontractor Disclosure ........................................................................................................................................... I.
References ................................................................................................................................................................ J.

ATTACHMENTS

Technical Response (Word Document Posted Separately for Download) ................................................................. 1
Mandatory Requirement Compliance Matrix (Excel Spreadsheet Posted Separately for Download) ................. 2
Price Proposal (Excel Spreadsheet Posted Separately For Download) ................................................................. 3

EXHIBITS

Toll Plaza Revenue Categories ........................................................................................................................................ 1
Accident Report Form .................................................................................................................................................. 2
Property Damage Form ............................................................................................................................................... 3
13-0313 ANPR RFP (Separate PDF for Download) ................................................................................................. 4
14-0065 ATPM RFP (Separate PDF for Download) ................................................................................................. 5
Glossary of Terms and Acronyms ............................................................................................................................... 6
Technical Response and Mandatory Requirement Matrix Instructions ............................................................... 7
Price Proposal Instructions ........................................................................................................................................ 8

The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A

Complete this section if you are not using a current, approved Illinois Procurement Gateway (IPG) Registration #

http://www.illinois.gov/cpo/general/Documents/Forms%20A%20Section%20V.15.2.docx

Business and Directory Information ........................................................................................................................... 1.
Illinois Department of Human Rights Public Contracts Number .................................................................................. 2.

Authorized to Transact or Conduct Affairs in Illinois ................................................................................................. 3.

Standard Certifications .............................................................................................................................................. 4.

State Board of Elections ............................................................................................................................................. 5.


Financial Disclosures and Conflicts of Interest ............................................................................................................ 7.

Taxpayer Identification Number ................................................................................................................................ 8.

FORMS B

Complete this section only if you are using a current, approved IPG Registration #

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

http://www.illinois.gov/cpo/general/Documents/Forms%20B%20Section%20V.15.2.docx

Illinois Procurement Gateway Registration # and expiration date .................................................................................. 1.

Certification Timely to this Solicitation or Contract .................................................................................................... 2.

Replacement Certification to IPG Certification #6 (supersedes response in IPG) .......................................................... 3.

Disclosures of Lobbyists and Pending Contracts ......................................................................................................... 4-5.

Signature .................................................................................................................................................................. 6.

Taxpayer Identification Number ................................................................................................................................ 7.
OUTLINE

BEP UTILIZATION PLAN

Download and complete these documents if this RFP contains a BEP goal

Letter of Intent:

Utilization Plan:

VSB UTILIZATION PLAN

Download and complete these documents if this RFP contains a Veteran goal

Letter of Intent:

Utilization Plan:
STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. HOW TO ENTER INFORMATION: Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in red font. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.

A.2. PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Transportation Procurement Bulletin (http://www.idot.illinois.gov/doing-business/procurements/index) or the Illinois Capital Development Board Bulletin (http://www.illinois.gov/cdb/procurement/) (collectively and individually referred to as “Bulletin”). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.

A.3. SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The Tollway shall not be held responsible for information provided by or to any other person.

<table>
<thead>
<tr>
<th>Solicitation Contact: Sonja Wolniakowski, Buyer</th>
<th>Phone: (630)241-6800 x 2603</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency: Illinois Tollway</td>
<td>Fax: (630) 795-7908</td>
</tr>
<tr>
<td>Street Address: 2700 Ogden Avenue</td>
<td>TDD: 630/241-6898</td>
</tr>
<tr>
<td>City, State Zip: Downers Grove, Illinois 60515</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:sonja.wolniak@getipass.com">sonja.wolniak@getipass.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Offer with any State officer or employee other than the Solicitation Contact.

A.4. OFFEROR QUESTIONS AND TOLLWAY RESPONSE: All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than Monday, August 7, 2017 at 10:00 a.m. Daylight Time (CDT). Questions received and Tollway responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.
A.5. **REQUIRED MEETINGS**

Offeror Conference: ☑ Yes ☐ No

**Mandatory Attendance:** ☑ Yes ☐ No

Site Visit: ☑ Yes ☐ No

Mandatory Attendance: ☐ Yes ☑ No

If attendance is mandatory, Offeror (current Vendor included) will be disqualified and considered Non-Responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Conference Date: Tuesday, August 1, 2017

Time: 1:00 p.m. CDT

Location: Sheraton Lisle Hotel 3000 Warrenville Rd. Lisle, IL 60532

Site Visit Date: Wednesday, August 2, 2017

Time: 10:30 a.m. CDT

The Site Visit information and location will be given to the conference attendees at the conference.

A.6. **OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS:** Offers will be opened at the Submit/Deliver Offers to address provided below at the Offer Due Date & Time specified below.

A.6.1. Offer Due Date & Time

Date: Friday, September 8, 2017

Time: 10:30 a.m. CDT

A.6.2. Offer Firm Time: The Offer must remain firm for 180 days from opening.

A.6.3. Submit/Deliver Offers To:

<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Procurement</td>
<td>Project Title: #16-0080 Toll Collection System Maintenance Services</td>
</tr>
<tr>
<td></td>
<td>IPB Reference #: IPB# 22038919</td>
</tr>
<tr>
<td>Address: 2700 Ogden Avenue</td>
<td>Due Date &amp; Time: September 8, 2017 at 10:30 a.m. (CDT)</td>
</tr>
<tr>
<td>City, State Zip: Downers Grove, Illinois 60515</td>
<td>Offeror Name</td>
</tr>
<tr>
<td></td>
<td>Offeror City, State Zip</td>
</tr>
</tbody>
</table>

Submit/Deliver Offers To: Agency: Illinois Tollway

Attn: Procurement

Project Title: #16-0080 Toll Collection System Maintenance Services

IPB Reference #: IPB# 22038919

Address: 2700 Ogden Avenue

Due Date & Time: September 8, 2017 at 10:30 a.m. (CDT)

City, State Zip: Downers Grove, Illinois 60515
A.7. **ORGANIZATION REQUIRED:** Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully.

A.7.1. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D, as well as responses to Attachment 1 – Technical Response and Attachment 2 Mandatory Requirement Compliance Matrix. Additionally, include Exceptions to Solicitation Contract Terms and Conditions (Section 3, Part G) and References (Sections 3 Part J) in Packet 1.

A.7.2. Packet 2 shall contain Offeror’s Pricing (in a separately labeled envelope within Packet 2) provided in Section 2, Part E, Attachment 3 – Price Proposal and Bid Bond. The Bid Bond shall be in a separately sealed envelope labeled (“#16-0080 – Toll Collection System Maintenance Services - IPB Reference #22038919”), and the title “Bid Bond” within Packet 2.

A.7.3. Packet 3 shall contain the Offeror’s Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.7.3.1. Exceptions must be provided on Tollway’s Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Tollway discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Tollway specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror’s position or, for example, an Offeror’s licensing agreement.

A.7.3.2. The Tollway may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.7.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B contains three forms and is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.7.5. Packet 5 shall contain a redacted copy of the Offer.

A.7.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.7.6. Packet 6 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in instruction A.22.

A.7.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in instruction A.23.

Separately seal and label each packet.
A.8. **SUBMISSION OF OFFERS:** The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the IPB reference number, the packet number, the Offeror’s name and the wording: “Sealed Offer – Do Not Open.” The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

<table>
<thead>
<tr>
<th>Subject Matter</th>
<th># of Originals</th>
<th># of Hard Copies</th>
<th># of CDs or USB flash drives</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1</td>
<td>One (1)</td>
<td>Seven (7)</td>
<td>One (1)</td>
</tr>
<tr>
<td>PRICING – PACKET 2</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
<tr>
<td>SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
<tr>
<td>FORMS A or FORMS B – PACKET 4</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
<tr>
<td>REDACTED OFFER – PACKET 5</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
<tr>
<td>MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6 (PLACE COPIES AND USB’S SEPARATE FROM ORIGINAL)</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
<tr>
<td>VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7</td>
<td>One (1)</td>
<td>One (1)</td>
<td>One (1)</td>
</tr>
</tbody>
</table>

A.9. **SECURITY:** **Bid Bond:** The Offeror shall submit with the proposal a Bid Bond in the amount equal to five percent (5%) of the total Offer for Maintenance Services and Project Deliverables. An irrevocable letter of credit is an acceptable substitute. This form of security shall be acceptable to the Tollway. The Tollway reserves the right to request an increase to the Bid Bond relative to the Offeror’s price upon the price opening. The Bid Bond must be submitted at the time of the Offeror’s Proposal. **Performance Bond:** The Offeror shall also furnish and maintain a Payment and Performance Bonds in an amount equal to fifty percent (50%) of the total Offer for Maintenance Services and Project Deliverables. The Payment and Performance Bonds shall be maintained for the full term of the contract, including any renewal periods. The Offeror must submit the Payment and Performance Bonds to the Solicitation Contact within twenty (20) days after award. The bonds must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the Tollway.

A.10. **SMALL BUSINESS SET-ASIDE:** ☑ Yes ☒ No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For
A.11. **MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

A.12. **FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.

A.13. **EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.14. **GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Offeror may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) are applicable to this solicitation and may be respectively viewed at (http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7) and (http://www.ilga.gov/commission/icar/admincode/044/044parts.html).

A.15. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror’s request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

A.16. **RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror’s premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance,
evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror’s name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.17. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror’s qualifications, the Offeror’s reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most Responsive and Responsible Offeror.

A.18. REFERENCES: ☑ Yes ☐ No. If “Yes” is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type of References: The Offeror shall furnish either public governmental or private fortune 500 firms. Provide references (with contact information) from at least three (3) organizations where the Offeror was awarded a contract and provided similar services within the last five (5) years (2013-2017) including at least one (1) current user of the Offeror’s proposed AMMS solution. Provide References in both Packet 1 and Packet 3.

Number of Each Reference Type: A total of three (3) references that are either public governmental, private fortune 500 firms, or an equivalent firm.

A.19. INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency Name: Illinois Tollway

Agency Department: Procurement

Street Address: P.O. Box 3094

City, State Zip: Lisle, Illinois 60532-8094

Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s Illinois tax exemption number and Federal tax exemption information.
A.20. **PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office Phone: (217) 720-1856  
Attn: Protest Review Office Facsimile: (217) 558-1399  
401 S. Spring Street Illinois Relay: (800) 526-0844  
Suite 515 Stratton Office Building Springfield, IL 62706

A.21. **EVALUATION PROCESS:** The State determines how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award.

The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

A.21.1. **RESPONSIVENESS:** A Responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes all required forms.

A.21.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.21.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.21.1.3. If completing Forms B, then responsiveness may include and may not be limited to:
- Valid Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Offeror and parent entity(ies)
- Disclosure of current and pending contracts
- Certifications timely to this solicitation
- Replacement Certification to IPG Certification #6 (supersedes response in IPG)
- Signature
- Taxpayer Identification Number

A.21.1.4. If completing Forms A, required forms may include and may not be limited to:
- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to
submitting an Offer. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.

- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway.

- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A, Part 4, or in the Illinois Procurement Gateway.

- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.


- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A, Part 1, or in the Illinois Procurement Gateway.

- Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A, Part 8, or in the Illinois Procurement Gateway.

A.21.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.

A.21.1.6. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.21.2. RESPONSIBILITY: A Responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “Responsible” Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:
A.21.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State’s needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.21.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror’s ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.21.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.21.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.21.3. PRICE: The State identifies the lowest priced Offer that meets the Responsibility and Responsiveness requirements.

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State’s procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive.
All questions regarding the subcontracting goal must be directed to the Illinois Tollway’s BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal?  ☒ Yes ☐ No

If yes, then the BEP goal is: 26%

BEP Liaison: Yvette Riley

Phone Number: 312-814-1089

Email Address: Yvette.Riley2@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the Offer closing date.

Go to (http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) for complete requirements for BEP certification.

A.23. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: In accordance with 330 ILCS 55 Veterans Preference Act, this solicitation may contain a goal to include businesses owned and controlled by military veterans in the State’s procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Illinois Tollway’s Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal?  ☒ Yes ☐ No

If yes, then the Veteran Small Business goal is: 1%

Veteran Small Business Liaison: Marlene Vick

Phone Number (630) 241-6800 extension 2349

Email Address: mvick@getipass.com

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date.

Go to (http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx) for complete requirements for VOSB or SDVOSB certification.

A.24. ILLINOIS TECHNOLOGY ACCESSIBILITY ACT STANDARDS. As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa.
STATE OF ILLINOIS
SELECTION OF VENDOR

B. SELECTION OF VENDOR

B.1. The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.

B.2. The State determines how well Offers meet the responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

All requirements in (Attachment 1) Technical Proposal Scope of Work, except those that are designated as **optional**, are essential items that shall be met to be considered a responsive Offeror. If ANY Requirements, except those that are designated as **optional**, are NOT MET in your complete proposal, the entire Proposal shall be deemed Non-Responsive.

If all responding Offerors fail to meet a particular Requirement, that Requirement may, at the sole discretion of the Tollway, be removed so the evaluation process may continue. Offerors shall include Attachment 1 Technical Proposal Scope of Work in Tab 5 of their response.

Total Phase I Technical Proposal Evaluation points shall be 700. Offerors must receive a minimum of 550 points (average of all evaluator scores) in Phase I Proposal Evaluation to advance to Phase II Oral Presentation.

The two (2) highest scoring Offerors for Phase I Technical Proposal Evaluation, that also meets the minimum scoring and responsiveness qualifications, will be invited to provide an Oral Presentation. Also, up to three (3) additional Offerors (for a maximum of five (5) Oral Presentations), which meet the minimum scoring and responsiveness qualifications, may be invited to provide an Oral Presentation, if their score is within 20 points of the highest scoring Offeror or 10 points of the second highest scoring Offeror.

Total Phase II Oral Presentation points shall be 300. Offerors must receive a minimum of 240 points (average of all evaluator scores) in Phase II Oral Presentation to advance to Price Opening.

B.3. If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.

B.4. The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 1000 (Phase I and Phase II). Basis of Award shall be considered on the overall number of points for Responsiveness.
B.4.2. RESPONSIVENESS ELEMENTS

B.4.2.1. Phase I - Technical Proposal Evaluation (Attachments 1 and 2)

The maximum number of points for Phase I Technical Proposal is 700 points. An Offeror must receive a minimum of 550 points (average of all evaluator scores) in Phase I Technical Proposal Evaluation in order to be considered for evaluation of Phase II Oral Presentation. Offerors shall describe how they comply with each Requirement in Attachment 1 Technical Proposal Scope of Work, in the text box provided under each requirement requiring a response. A response such as, “We will meet or exceed the requirements” without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly. Offerors are encouraged to provide detailed responses to each requirement with examples proving experience or success with the specific criteria in order to achieve the maximum number of points.

Selection of Offerors for Phase II Oral Presentations: The two (2) highest scoring (average of all evaluator scores) Offerors, which meet the minimum scoring and responsiveness qualifications, shall be invited to provide an Oral Presentation. Also, up to three (3) additional Offerors (for a maximum of five (5) Oral Presentations), which meet the minimum scoring and responsiveness qualifications, may be invited to provide an Oral Presentation if their score is within 20 points of the highest scoring Offeror or 10 points of the second highest scoring Offeror.

<table>
<thead>
<tr>
<th>Phase I Technical Proposal Evaluation</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toll Collection System Maintenance Approach (Attachment 1 Technical Response Section B.2 and Attachment 2 Requirements Compliance Matrix)</td>
<td>300 Points</td>
</tr>
<tr>
<td>• Maintenance requirements compliance</td>
<td></td>
</tr>
<tr>
<td>• Requirements traceability matrix completion</td>
<td></td>
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<tr>
<td>• Maintenance innovation</td>
<td></td>
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<tr>
<td>• Maintenance coordination</td>
<td></td>
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<tr>
<td>• Maintenance serviceability</td>
<td></td>
</tr>
<tr>
<td>Asset Management and Maintenance System (AMMS) (Attachment 1 Technical Response Section B.3 and Attachment 2 Requirements Compliance Matrix B.3)</td>
<td>200 Points</td>
</tr>
<tr>
<td>• Technical solution flexibility (configurability, upgradability and sustainability)</td>
<td></td>
</tr>
<tr>
<td>• System design</td>
<td></td>
</tr>
<tr>
<td>• Quality assurance/control</td>
<td></td>
</tr>
<tr>
<td>• Software development approach</td>
<td></td>
</tr>
<tr>
<td>• Training approach</td>
<td></td>
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<tr>
<td>• Maintenance</td>
<td></td>
</tr>
<tr>
<td>• Warranty</td>
<td></td>
</tr>
<tr>
<td>Firm Qualifications/Experience Topics for Mandatory Narrative Response Section D.2</td>
<td>100 Points</td>
</tr>
<tr>
<td>Phase I Technical Proposal Evaluation</td>
<td>Maximum Points</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>• Years in business</td>
<td></td>
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<tr>
<td>• Company experience in technology systems maintenance</td>
<td></td>
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<tr>
<td>• Company experience in the tolling industry</td>
<td></td>
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<tr>
<td>• Corporate and financial resources</td>
<td></td>
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<tr>
<td>Company organization</td>
<td></td>
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<tr>
<td>• Project Team and Capabilities</td>
<td>100 Points</td>
</tr>
<tr>
<td>(Topics for Mandatory Narrative Response Section D.3 and Section D.4) Project experience</td>
<td></td>
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<tr>
<td>• Firm and staff commitments and availability</td>
<td></td>
</tr>
<tr>
<td>• Senior staff availability</td>
<td></td>
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<tr>
<td>• Qualifications and experience of key project team</td>
<td></td>
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<tr>
<td>• Key personnel roles</td>
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<tr>
<td>• Subcontractors</td>
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<tr>
<td>Total Responsiveness Points</td>
<td>700</td>
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<tr>
<td>Minimum Required Points</td>
<td>550</td>
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</table>

**B.4.2.2. Phase II – Oral Interview and Software Demonstration Evaluation**

The maximum number of points for Phase II Oral Presentation Evaluation is 300 points.

The Offerors meeting the minimum scoring and responsiveness qualifications (maximum of 5 Offerors) may be invited to provide an Oral Presentation to the Evaluation Committee within two (2) weeks of written notification from the Agency. All Presentations will be conducted at the Illinois Tollway, 2700 Ogden Avenue in Downers Grove, Illinois 60515 and shall not last longer than three (3) hours. A structured agenda will be used for Oral Presentations to ensure standard coverage of each invited Offeror.

The presentation will be scored and based on the Offerors' ability to clearly communicate the technical and functionality approach to the system. Offerors who have been invited for the Oral Presentation shall also demonstrate their products and capabilities, particularly the Asset Management and Maintenance System Software. The demonstration will allow the Tollway to validate aspects of the Offerors’ proposals and to better understand Offerors’ products and services.
The total number of points for Price is 500. The State will determine Price points using the following formula:

Maximum Price Points X (Lowest Price/Offeror’s Price) = Total Price Points

The maximum number of points is 1500 (Responsiveness 1000 + Price 500).
C. Project Title / Reference #: #16-0080 Toll Collection System Maintenance Services / IPB Reference #22038919

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Offeror should use this Form as a final check to ensure that all required documents are completed and included with the Offer. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

C.1. SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

☐ Yes ☐ No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

☐ Yes ☐ No ☐ N/A

C.3. OFFEROR CONFERENCE: If attendance was mandatory, Offeror attended the Offeror’s Conference.

☐ Yes ☐ No ☐ N/A

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

☐ Yes ☐ No

C.5. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

C.6. BOND: Offeror is submitting its Bid Bond and/or Performance Bond.

☐ Yes ☐ No ☐ N/A

C.7. SMALL BUSINESS SET-ASIDE: Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A
<table>
<thead>
<tr>
<th>C.8.</th>
<th>PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK</th>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.1</td>
<td>Offeror’s Proposed Solution to Meet the State’s Requirements as described in Attachment 1.</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.2</td>
<td>Milestones and Deliverables</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<td>C.8.3</td>
<td>Offeror/Staff Specifications</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.4</td>
<td>Transportation and Delivery Terms</td>
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<td>□ Yes</td>
<td>□ No</td>
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<td>C.8.5</td>
<td>Where Services Are to Be Performed (Return Section D.7.2)</td>
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<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.6</td>
<td>Technical Proposal Scope of Work Response (See Attachment 1)</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.7</td>
<td>Mandatory Requirement Compliance Matrix Response (See Attachment 2)</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<tr>
<td>C.8.8</td>
<td>References – Packet 1 &amp; 3</td>
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<tr>
<td>□ Yes</td>
<td>□ No</td>
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<td>C.8.9</td>
<td>Exceptions to Solicitation Contract Terms and Conditions (Packet 1 &amp; 3)</td>
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<th>PACKET 2 – PRICING</th>
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<td>Bid Bond (separate sealed enveloped from Pricing Sheets)</td>
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<td>□ Yes</td>
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<td>C.9.2</td>
<td>Pricing Sheets (See Attachment 3) (include CD-ROM or USB- Pricing information only separate from Packet 1 information)</td>
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<td>Offer</td>
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<tr>
<td>C.10.5</td>
<td>References (Packet 1 &amp; 3)</td>
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<tr>
<td>C.11.1</td>
<td>Business and Directory Information</td>
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<td>□ Yes</td>
<td>□ No</td>
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C.11.2  Illinois Department of Human Rights Public Contracts Number  □ Yes □ No
C.11.3  Authorized to do Business in Illinois  □ Yes □ N
C.11.4  Standard Certifications  □ Yes □ N
C.11.5  State Board of Elections  □ Yes □ No
C.11.6  Disclosure of Business Operations in Iran  □ Yes □ No
C.11.7  Financial Disclosures and Conflicts of Interest  □ Yes □ No
C.11.8  Taxpayer Identification Number  □ Yes □ No

C.12.  PACKET 4 – FORMS B

□ Yes □ No

C.12.1  Illinois Procurement Gateway Registration # with expiration date  □ Yes □ No
C.12.2  Certifications Timely to this Solicitation  □ Yes □ No
C.12.3  Replacement Certification to IPG Certification #6 (supersedes response in IPG)  □ Yes □ No
C.12.4  Disclosure of Lobbyists for Bidder and parent entity(ies)  □ Yes □ No
C.12.5  Disclosure of current and pending contract  □ Yes □ No
C.12.6  Signature  □ Yes □ No
C.12.7  Taxpayer Identification Number  □ Yes □ No

C.13.  PACKET 5 – REDACTED OFFER

□ Yes □ No

C.14.  PACKET 6 – BEP UTILIZATION PLAN

C.14.1  Does this solicitation contain a BEP goal?  □ Yes □ No
C.14.2  Minorities, Females, Persons with Disabilities Participation and Utilization Plan  □ Yes □ No □ N/A

C.15.  PACKET 7 – VSB UTILIZATION PLAN

C.15.1  Does this solicitation contain a VSB goal?  □ Yes □ No
C.15.2  Veteran Small Business Participation and Utilization Plan  □ Yes □ No □ N/A

C.16.  PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.
Resident Bidder (30 ILCS 500/45-10).
Soybean Oil-Based Ink (30 ILCS 500/45-15).
Recycled Materials (30 ILCS 500/45-20).
Recycled Paper (30 ILCS 500/45-25).
Environmentally Preferable Supplies (30 ILCS 500/45-26).
Correctional Industries (30 ILCS 500/45-30).
Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
Gas Mileage (30 ILCS 500/45-40).
Small Businesses (30 ILCS 500/45-45).
Illinois Agricultural Products (30 ILCS 500/45-50).
Corn-Based Plastics (30 ILCS 500/45-55).
Disabled Veterans (30 ILCS 500/45-57).
Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6).
Biobased Products (30 ILCS 500/45-75).
Historic Preference Area (30 ILCS 500/45-80).
Procurement of Domestic Products (30 ILCS 517).
Public Purchases in Other States (30 ILCS 520).
Illinois Mined Coal (30 ILCS 555).
Steel Products Procurement (30 ILCS 565).
Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).
Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: Enter text

Signature of Authorized Representative: ________________________________

Printed Name of Signatory: Enter text

Offeror’s Name: Enter text

Date: Click here to enter a date.
D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: The Tollway requires an Offeror to provide overall hardware and software maintenance of its toll collection system (TCS).

The following key goals have been established for this solicitation, which shall serve as guiding principles for the maintenance services to be provided by the Offeror:

**Goal 1:** Provide comprehensive and continuous system maintenance services for the Tollway’s TCS.

**Goal 2:** Provide a new asset management and maintenance system (AMMS).

**Goal 3:** Establish a long term asset management and maintenance program to support and economically optimize current performance, life cycle replacement, technology refreshes and other on-going improvements to the TCS.

**Goal 4:** Establish a mechanism to assign specialty tasks or as needed efforts to the Awarded Offeror in support of new Tollway initiatives.

**Goal 5:** Establish a collaborative relationship between the Tollway and the Awarded Offeror to support future evolutions and innovations in technology.

**Goal 6:** Establish data analytics and trend analyses practices to actively monitor system performance data and identify and implement measurable improvements and efficiencies for both technology and operations, as well as to predict the end of life of TCS components in order to establish a scheduled replacement of parts prior to failure.

**Goal 7:** Ensure that software processes and data transfers between the lane/plaza systems and the TCS Host/Accenture Tolling Solution Systems continue to function smoothly.

The Tollway strives to remain flexible around its approach to tolling as the technologies and industry practices continue to evolve. It is the Tollway’s overall goal that the Awarded Offeror will not only provide day to day upkeep of the TCS, but also work with the Tollway as a collaborative partner, consultative expert and proactive stakeholder while continuously striving to maximize both operational and technical efficiencies throughout the term of the Contract.

The Offeror’s technical proposal response shall address, in detail, all the requirements outlined in Attachment 1 – Technical Proposal Scope of Work that pertain to TCS hardware and software maintenance services, implementation and maintenance of the Asset Management and Maintenance System and as-needed task order support for system enhancements. See Section 1 D.5-Offeror’s Proposed Solution To Meet State Requirements for an outline of technical proposal submission requirements and page limits.

D.2. SUPPLIES AND/OR SERVICES REQUIRED: The overall scope of services for this Solicitation shall consist of, but is not limited to:

1) Toll Collection System Maintenance Services, 2) Delivery and operation of an Asset Management and Maintenance System and 3) As-Needed Task Order Support for System Enhancements. The TCS maintenance services shall consist of corrective, preventive and predictive maintenance activities and will include aspects of installation, maintenance and repair of roadway tolling technologies and supporting lane and Plaza Host systems hardware and software. The As-Needed Task Order Support would include, but is not limited to, the evaluation and implementation of new tolling technologies and interfacing with the back office systems as directed by the Tollway. The services pertaining to this RFP exclude systems and technologies related to the TCS Host and Accenture Tolling Solution (ATS)
functionality such as the customer service center (CSC), violations processing system (VPS) and reciprocity with other tolling entities.

D.3. **MILESTONES AND DELIVERABLES:**
1. Preventative/Corrective/Predictive Maintenance Plans as mentioned in Attachment 1 B.2.3. Preventive Maintenance and Attachment 1 B.2.4 Predictive Maintenance
2. Table A-5 AMMS Milestone Deliverable Schedule
3. Table A-6 Maintenance Plan Delivery Schedule
4. Table A-7 Awarded Offeror Reporting Frequency

D.4. **OFFEROR / STAFF SPECIFICATIONS:**
The Offeror shall have successfully completed similar projects that have utilized the Offeror’s AMMS system in a tolling or technology maintenance setting. The Offeror shall be prepared to provide documentation of deployment, or demonstrate their solution to the Tollway. The Offeror shall be prepared to provide proof that the Offeror’s proposed solution can meet the Tollway’s RFP performance requirements.

The Offeror shall be required to provide the Tollway a single point of contact for the project, which for the purpose of this document will be called the Project Manager. The Project Manager will manage all day to day work on the project, including but not limited to project scheduling, work oversight, project status reporting, and project risk and issue resolution. The Project Manager should have experience running multiple projects in the Offeror’s industry or a similar industry, plus experience as a primary Project Manager on at least three projects similar to the work on this project. The Project Manager will be required to be on-site at the Tollway. The Tollway will require an escalation contact point for the project, which for the purpose of this document will be called the Project Principal. The Project Principal should be a role within Offeror’s company that has full decision making authority over the project. The Project Principal should be a full-time employee of the Offeror at the time of proposal submission, with long term experience in the Offeror’s industry or a similar industry. The Project Principal role shall possess experience as a principal on major projects similar to like projects previously completed by Offeror, and shall have had senior management decision-making responsibilities on the major projects.

D.5. **TRANSPORTATION AND DELIVERY TERMS:** N/A

D.6. **SUBCONTRACTING**

D.6.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive $50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

D.6.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later.

D.6.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).
D.7. WHERE SERVICES ARE TO BE PERFORMED

D.7.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror.

D.7.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

D.7.2.1. Location where services will be performed: Click here to enter text.

D.7.2.2. Percentage of contract of services performed at this location: Click here to enter text.

D.7.2.3. Location where services will be performed: Toll collection system maintenance services will be provided throughout the Tollway’s roadway system. The production AMMS shall be housed at the Tollway’s central administration building, located at 2700 Ogden Avenue, Downers Grove, IL 60515 and the disaster recovery AMMS shall be located at the Tollway’s backup site in DeKalb, IL.
D.8. **OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS (Packet 1):** Please respond in the following prescribed format:

The Proposal volumes shall be organized and formatted in separately bound volumes (using three-ring or loose-leaf binders). Except for charts, exhibits and other illustrative and graphical information, all information shall be submitted on 8.5 inch by 11-inch, with the header and footer blocks showing.

Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP.

The Offeror shall tab and title the sections of their response pursuant to each Element noted below. Proposal scoring will be based on the Respondent’s submittal for the following Elements:

**Tab 1 - Table of Contents:** The Offeror shall include a table of contents in its Offer. Offers shall be page numbered sequentially from front to back.

**Tab 2 - Transmittal Letter:** An individual authorized to legally bind the Offeror shall sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Offeror designates another person in writing. The letter shall include the Offeror’s mailing address, e-mail address, fax number and telephone number.

Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter shall also contain the name, address, email address, and telephone number of the individual authorized to respond to the Illinois Tollway about the confidential nature of the information.

**Tab 3 - Executive Summary:** The Offeror shall prepare an Executive Summary and overview of the services it is offering including all of the following information:

a. The Offeror shall provide their current business overview.

b. Statements that demonstrate that the Offeror understands the services as specified in the RFP.

**Tab 4 - Financials:** The Offeror shall provide the last three (3) most recent Year End Financial Statements.

**Tab 5 - Technical Approach/Methodology:**

Technical Proposal Response: Offerors shall provide responses to all sections in Attachment 1 – Technical Response-Technical Proposal Scope of Work. Please adhere to that format and respond to each item in the sub-categories. Body Type Font (narratives) size shall be no less than an 11-point font (except in diagrams).

The Offeror’s proposed solution shall detail how the Offeror plans to approach each requirement addressed in **Attachment 1 – Technical Response-Technical Proposal Scope of Work.** Offerors shall provide a response, describing in detail how the Offeror plans to approach each Technical requirement using the text box provided under each requirement. Offers shall be fully responsive to each requirement. Offers shall identify any deviations from the stated requirements or requirements that the Offeror cannot completely satisfy. Any deviations from the stated requirements or any requirements that the Offeror cannot satisfy will affect the evaluation of the Offer and may disqualify the Offeror. A response such as, “We will meet or exceed the requirements” without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly.
Attachment 1 Section D. Mandatory Narrative Responses: Offerors shall provide detailed narrative responses to all sections in Attachment 1 Section D.– Topics for Mandatory Narrative Responses using the text boxes provided under each Section. If the questions include sub-categories, please adhere to that format and respond to each item in the sub-categories. Offers shall be fully responsive to each topic and sub-topic. Font size shall be no less than an 11-point font (except in diagrams).

Tab 6 - Offeror/Staff Specifications: Provide an organizational chart and resumes and references for all known participating staff and/or position descriptions in the solicitation. Please provide additional organizational information demonstrating the qualifications of your agency/firm for performing the work required to meet the demands of this RFP. Please include an organizational history which includes a listing of similar previous engagements of implemented solutions as proposed. The Offeror shall provide a total of three (3) References where the Offeror was awarded a contract and performed similar services within the last five (5) years. The Tollway will accept references from private firms or governmental agencies.

Tab 7 - Planned Changes: Describe any potential or planned changes or initiatives that, in the next twelve to twenty-four months, could significantly change any of the information provided in this proposal. Include any plans for significant restructuring of staff. Include the schedule for implementing these changes.

Tab 8 - Pricing: Please provide a blank page as a placeholder. All Offerors shall submit one (1) signed original of Attachment 3 - Price Proposal, along with one (1) copy. A CD-ROM or USB drive containing the Attachment 3 - Price Proposal and providing an electronic version formatted in Excel and a second version format in a PDF. Package 2 Price Proposal shall be labeled with the name of the Offeror, the project title (“#16-0080 – Toll Collection System Maintenance Services - IPB Reference #22038919”), and the title “Price Proposal”, clearly written on the sealed envelope for each copy, along with the package number (e.g., 1 of 1). The file format for the electronic copy of the price proposal shall be Microsoft Excel 2010. The CD-ROMs containing the price proposal shall be clearly labeled with the same nomenclature identified for the outside of the sealed price proposal package. All price proposals and associated forms shall be signed and dated by a duly authorized representative of the Offeror. The Bid Bond shall be in a separately sealed envelope labeled (“#16-0080 – Toll Collection System Maintenance Services - IPB Reference #22038919”), and the title “Bid Bond” (Provide pricing and bond in a separate sealed envelope within Packet #2).

Tab 9 - Other Exhibits: Training Materials, Sample Reports, and Other Pertinent Information (i.e.: Licenses, Certifications, Charts, Exceptions, Solicitation Section D.7.2, etc.).

Include Part D and related attachments in Packet 1
SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. The Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. The Offeror’s Price Offer shall serve as the basis for the compensation terms of the resulting contract. Any direct cost items (i.e. hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price. The cost for repairs performed by a third-party shall be a pass-through to the Tollway without any additional mark-up costs. Failure to submit pricing as shown in this section may render Offeror’s entire Offer Non-Responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format: The price proposal shall be submitted on the price proposal forms included as Attachment 3 – Price Proposal, in accordance with the instructions found in Exhibit 8 – Price Proposal Instructions. The price proposal forms include Work detailed in Attachment 1 – Technical Response-Technical Proposal Scope of Work. The Offerors shall provide all required detail for each element of the project using the cost breakdown and back-up detail shown in the price proposal forms. All direct and indirect costs of work shall be included in the price proposal forms as further set forth in Exhibit 8 – Price Proposal Instructions, including but not limited to bonds and insurance. The Offerors shall not include in the technical proposal, outlined in Attachment 1 – Technical Response-Technical Proposal Scope of Work, any information regarding the costs or pricing submitted in the price proposal. The price proposal forms shall be fully completed and properly executed by an authorized officer of the Offeror in order to be considered responsive. All price proposal forms shall be completed and signed in the designated signature areas. The price proposal forms shall be completed in a permanent and legible fashion as directed in Exhibit 8 – Price Proposal Instructions.

For all work that is estimated in Attachment 3 – Price Proposal, Offerors shall make best efforts to accurately estimate all such costs and to document the basis for the estimation such that it can be presented to and verified by the Tollway. Any estimates of quantities provided by the Tollway on the price proposal forms are approximate and may be subject to change. The Offerors shall provide quantities in their proposals sufficient to meet all of the performance requirements. All Offerors shall submit one (1) signed original of Attachment 3 - Price Proposal, along with one (1) copy. A CD-ROM or USB drive containing the Attachment 3 - Price Proposal and providing an electronic version formatted in Excel and a second version format in a PDF. Package 2 Price Proposal shall be labeled with the name of the Offeror, the project title (“#16-0080 – Toll Collection System Maintenance Services - IPB Reference #22038919”), and the title “Price Proposal”, clearly written on the sealed envelope for each copy, along with the package number (e.g., 1 of 1). The file format for the electronic copy of the price proposal shall be Microsoft Excel 2010. The CD-ROMs containing the price proposal shall be clearly labeled with the same nomenclature identified for the outside of the sealed price proposal package. All price proposals and associated forms shall be signed and dated by a duly authorized representative of the Offeror. Information other than Attachment 3 – Price Proposal shall not be included on this CD-ROM.
E.1.3. **Price Proposal:**

For purposes of uniformity and consistency, the Tollway created Price Proposal Attachment 3 in an Excel Format. The Offeror shall complete Price Proposal Attachment 3 using the Excel spreadsheet (separate downloadable attachment). Areas of the spreadsheet are shaded to indicate where the Offeror may include pricing. The Offeror must enter a Zero (0) where there is no charge to confirm the charges have been thoroughly reviewed. All other areas of the spreadsheet are locked and calculations are made automatically. The Offeror shall not change the format of the pricing pages. Any direct cost items (i.e. hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price. The Offeror shall submit one (1) signed original hard copy. The Offeror shall also submit on a CD the Excel Format spread sheet with one (1) signed PDF of the Excel Spreadsheet. Information other than Attachment 3 – Price Proposal shall not be included on this CD-ROM.

E.2. **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at $Tollway to enter text. This value is approved by the Tollway’s Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

E.3. **EXPENSES ALLOWED:** Expenses ☒ are not allowed.

E.4. **DISCOUNT:** The State may receive a Click here to enter text. % discount for payment within Click here to enter text. days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. **TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency’s Illinois tax exemption number and federal tax exemption information.

E.6. **OFFEROR’S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section E.1 requires additional pages.

E.6.1. **Offeror’s Price for the Initial Term:** Click here to enter text.

E.6.2. **Renewal Compensation:** If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. Any direct cost items (i.e. hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price. The cost for repairs performed by a third-party shall be a pass-through to the Tollway without any additional mark-up costs.

E.6.2.1. **Illinois Tollway’s Formula for Determining Renewal Compensation:** Proposal prices will remain fixed throughout the first sixty (60) months of the initial Contract term. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the expiration of the initial Contract term. The Tollway will consider but, not guarantee an approval of the request for a renewal increase. Any hourly rates will not exceed 2% of the allowable CPI.

Hourly rates for proposed staff during the renewal term shall be based on the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Other Service, Series ID: CWUR0200SAS367. The Price Index shall be the specified Index as published by the Bureau of Labor Statistics (www.bls.gov). The Tollway will permit rate adjustments upward or downward when correlated with the Price Index specified herein.
The Baseline Index shall be the Index announced for the month in which the Contract is executed. Hourly rates may be adjusted for the renewal term in accordance with changes in the Index. The allowable percent change shall be calculated by subtracting the Baseline Index from the announced Index for the month in which the extension option is exercised and dividing the result by the Baseline Index. The allowable percent change shall be rounded to the nearest one-hundredth of 1% and shall be the maximum hourly rate adjustment permitted, except that the Offeror may offer price decreases in excess of the allowable percent change. In no case will any price increase for the renewal period exceed 2% of the previous price.

E.6.2.2. Offeror’s Price for Renewal(s): Refer to paragraph E.6.2.1 above.

Include Section 2 Part E and related attachments in Packet 2
SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of five (5) years. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

1.1.1. In no event will the total term of this contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

1.1.2. Vendor shall not commence billable work in furtherance of this contract prior to final execution of this contract except when permitted pursuant to 30 ILCS 500/20-80.

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): five (5) years.

1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This contract may neither renew automatically nor renew solely at the Vendor’s option.

1.3. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this contract.

If Vendor fails to perform any material requirement of this contract to the State’s satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State’s written notice. If not cured by that date the State may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4. TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days’ prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
1.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

1.5. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the Federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency’s funding by reserving some or all of the Agency’s appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

**F.2. PAYMENT TERMS AND CONDITIONS:**

2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor’s sole remedy for late payments by the State. Payment terms contained in Vendor’s invoices shall have no force or effect.

2.2. **MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.

2.3. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.

2.4. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL’s official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm) to ensure understanding of prevailing wage requirements.

2.5. **FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

2.6. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s Illinois tax exemption number and Federal tax exemption information.

2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

Send invoices to:

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Illinois Tollway</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Business Systems</td>
</tr>
<tr>
<td>Address:</td>
<td>2700 Ogden</td>
</tr>
<tr>
<td>City, State Zip</td>
<td>Downers Grove, Illinois 60515</td>
</tr>
</tbody>
</table>

F.3. ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

F.5. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant to this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not
impose a charge for audit or examination of the Vendor’s or subcontractor’s books and records. 30 ILCS 500/20-65.

F.6. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor’s performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

F.7. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party’s right to exercise or enforce that or other rights in the future.

F.8. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.

F.9. **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party’s possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party’s confidentiality information.

F.10. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

F.11. **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Tollway Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys’ fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor’s negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party.
F.12 INSURANCE: The Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained and documentation submitted to the Tollway for acceptance. All coverages must be with Insurance Companies with an A.M. Best Company financial strength rating of “A minus” or better. Insurance coverage shall not limit Vendor’s obligation to indemnify, defend or settle any claims.

A. **Minimum Scope of Insurance** Coverage shall be at least as broad as:
   2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
   3. Worker’s Compensation insurance as required by the State of Illinois and include Employers Liability.

B. **Minimum Limits of Insurance** Contractor or vendor shall maintain no less than:
   1. Commercial General Liability: $1,000,000 each occurrence for bodily injury, personal injury, and property damage and $2,000,000 general aggregate and $2,000,000 products/completed operations aggregate.
   2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
   3. Worker’s Compensation and Employers Liability: Statutory Limits with Employers Liability limit of not less than $500,000 per occurrence.

The Illinois State Toll Highway Authority including all appointed officials and employees, shall be named “Additional Insured” as part of the commercial general liability and automobile liability coverage. This coverage shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess.

All deductibles or self-insured retentions must be declared and recognized by the Authority. Proof of insurance shall include originals of the applicable “additional insured” endorsements for approval of the Authority. Any failure by the Authority to request proof of insurance will not waive the requirement of maintenance of minimum protection specified.

F.13 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

F.14 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency’s director or University’s president if Vendor solicits or intends to solicit State employees to perform any work under this contract.

F.15 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
F.16 BACKGROUND CHECK: All Vendor personnel shall be subject to a background check - to be performed by the Vendor at its sole cost and expense before being granted access to the System, any of the facilities owned or operated by or on behalf of the State, State data or any State confidential information. Before any Vendor personnel may be assigned to perform services under this Contract, Vendor shall provide this background check to the State and obtain the written approval of the State to grant access, which approval may be withheld in the sole discretion of the State. Such background check shall be in the form generally used by the Vendor in its initial hiring of employees or contracting for independent Vendors, as applicable, but must, at a minimum: (a) have been performed within the preceding twelve (12) month period; (b) detail the individual’s education, arrest and conviction records, credit history, litigation history and employment history; and (c) screen and exclude individuals who: (i) are currently excluded, suspended, debarred or otherwise ineligible to participate in any government contract; or (ii) have been convicted of a criminal offense. As a condition of making each person available for performing services, Vendor shall obtain all consents, releases, waivers or permissions required for the release of such information to the State for such person. At the end of each year, Vendor’s Project Manager shall certify that the background check required by this Section has been conducted in respect of all Vendor personnel, that no new information has been learned concerning the probity, honesty or criminal activity of any such person, and that each such person is a qualified person. Without limiting the obligations of the Vendor as set forth in this Section, whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor’s and subcontractor’s officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks. Vendors are reminded the Tollway will require the agreement to all Standard Certifications, specifically 30 ILCS 580 a drug free workplace.

F.17 APPLICABLE LAW:

17.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

17.2 EQUAL OPPORTUNITY: The Department of Human Rights’ Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

17.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.


F.18 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor’s rights, title and interest in and to the claim or cause of action.

F.19 CONTRACTUAL AUTHORITY: The Agency/University that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

F.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications
shall be given in writing via registered or certified mail with return receipt requested, via receipted hand
delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date
and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact
information following the signatures. Each such notice shall be deemed to have been provided at the time it is
actually received. By giving notice, either Party may change its contact information.

F.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by
authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable,
or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent
possible, to give effect to the Parties’ intent. All provisions that by their nature would be expected to survive,
shall survive termination. In the event of a conflict between the State’s and the Vendor’s terms, conditions and
attachments, the State’s terms, conditions, and attachments shall prevail.

F.22 PERFORMANCE RECORD/SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance
or provide contract performance updates to help ensure proper performance of this contract. The State may
consider Vendor’s performance under this contract and compliance with law and rule to determine whether to
continue this contract, whether to suspend Vendor from doing future business with the State for a specified
period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

F.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or
required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any
provision to the contrary that may be found in this contract. 5 ILCS 140.

F.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated
by the State and performed in a manner that does not interfere with the State and its personnel.

F.25 WARRANTIES FOR SUPPLIES AND SERVICES

25.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards,
specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and
agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be
merchantable, of good quality and workmanship, and free from defects for a period of twelve months or
longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal
and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and
delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e)
not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees
to reimburse the State for any losses, costs, damages or expenses, including without limitation,
reasonable attorneys’ fees and expenses arising from failure of the supplies to meet such warranties.

25.2 Vendor shall ensure that all manufacturers’ warranties are transferred to the State and shall provide to
the State copies of such warranties. These warranties shall be in addition to all other warranties,
express, implied, or statutory, and shall survive the State’s payment, acceptance, inspection, or failure
to inspect the supplies.

25.3 Vendor warrants that all services will be performed to meet the requirements of this contract in an
efficient and effective manner by trained and competent personnel. Vendor shall monitor the
performance of each individual and shall immediately reassign any individual who does not perform in
accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in
any way violates the contract or State policies.
F.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

26.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor’s ability to perform this contract.

26.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor’s last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

F.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
G. Click here to enter text. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 16-0080 Toll Collections System Maintenance Services, IPB Reference #22038919), including the standard terms and conditions, Illinois Tollway’s supplemental provisions, certifications, and disclosures, with the following exceptions:

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<th>Standard Terms and Conditions</th>
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<td>Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Tollway for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below.</td>
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### STANDARD TERMS AND CONDITIONS

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<th>Section/Subsection #</th>
<th>State the exception such as “add,” “replace,” and/or “delete.”</th>
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### ADDITIONAL OFFEROR PROVISIONS

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<th>New Provision(s), # et. seq.</th>
<th>Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.</th>
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By: Click here to enter text.

Signed: 

Position: Click here to enter text.

Date: Click here to enter text.
H.1. State Supplemental Provisions:

- Illinois Tollway Definitions

Refer to Exhibit 6 Glossary of Terms

- Required Federal Clauses, Certifications and Assurances
- American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

- Illinois Tollway Specific Terms and Conditions
- Other (describe)

1.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

- PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

1.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

1.2.1 Order of Precedence:
This contract Request for Proposal (RFP), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. The RFP
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon

1.2.2 Agents and Employees:
Vendor shall be responsible for the negligent acts and omissions of its agents, employees and if applicable, subcontractors in their performance of Vendor’s duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

1.2.3 Publicity:
Vendor shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the Tollway/Buyer nor shall the Tollway/Buyer’s name be used in any such advertisement or solicitation without prior written approval except as required by law.

1.2.4 Consultation:
Vendor shall keep the Tollway/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Tollway/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

1.2.5 Third Party Beneficiaries:
There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Tollway/Buyer and the Vendor.

1.2.6 Successors In Interest:
All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.2.7 Vendor’s Termination Duties:
The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

1.2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Tollway/Buyer may require;

1.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;

1.2.7.3 Comply with the Tollway/Buyer’s instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

1.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

1.2.8 Inspector General:
The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

1.3 OVERTIME:
If overtime is contemplated and provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

1.4 VENUE AND ILLINOIS LAW:
Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

1.4.1 Whenever “State” is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

1.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 2.1 are deleted.

1.4.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 1.5 concerns the Tollway being an appropriated agency, it does not apply.

1.4.4. The invoice submission deadline included in the second sentence of above paragraph 2.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is stricken. However, the remainder of the paragraph remains in effect.

1.5 REPORT OF A CHANGE IN CIRCUMSTANCES:
The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)’s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)’s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)’s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.
STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURE

I.1. Will subcontractors be utilized? ☐ Yes ☐ No
A subcontractor is a person or entity that enters into a contractual agreement with a total value of $50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

I.2. The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is 45%.

I.3. Please identify below subcontracts with an annual value of $50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: [Click here to enter text.]
  Anticipated/Estimated Amount to Be Paid: [Click here to enter text.]
  Address: [Click here to enter text.]
  Description of Work: [Click here to enter text.]

- Subcontractor Name: [Click here to enter text.]
  Anticipated/Estimated Amount to Be Paid: [Click here to enter text.]
  Address: [Click here to enter text.]
  Description of Work: [Click here to enter text.]

If additional space is necessary to provide subcontractor information, please attach an additional page.

I.4. For the subcontractors identified above, the Offeror must provide each subcontractor’s Financial Disclosures and Conflicts of Interest to the State.

I.5. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor’s Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.
STATE OF ILLINOIS
REFERENCES

Provide references from established firms or government agencies three (3) references (either public governmental, private fortune 500 or equivalent firms) where the Offeror was awarded a contract and provided similar services within the last five (5) years (2013-2017), including at least two (2) current users of the Offeror’s AMMS system other than the procuring agency/university that can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation.

J.1. Firm/Government Agency/University (name): Click here to enter text.
    Contact Person (name, title, email address, address, and phone): Click here to enter text.
    Date of Supplies/Services Provided: Click here to enter text.
    Type of Supplies/Services Provided: Click here to enter text.

J.2. Firm/Government Agency/University (name): Click here to enter text.
    Contact Person (name, title, email address, address, and phone): Click here to enter text.
    Date of Supplies/Services Provided: Click here to enter text.
    Type of Supplies/Services Provided: Click here to enter text.

J.3. Firm/Government Agency/University (name): Click here to enter text.
    Contact Person (name, title, email address, address, and phone): Click here to enter text.
    Date of Supplies/Services Provided: Click here to enter text.
    Type of Supplies/Services Provided: Click here to enter text.

Offeror Name: Click here to enter text.

Return Mailing Address: Click here to enter text.
Attachment 1 Technical Response
(Word Document Posted Separately for Download)
A. Technical Proposal Response Instructions

A.1. Offerors shall provide detailed technical responses to all requirements where a text box is included in Attachment 1 – Technical Response (Note: Optional items are not included in Technical or Price scoring).

A.2. A glossary of terms and acronyms used in this Technical Proposal Scope of Work is provided in Exhibit 6 – Glossary of Terms and Acronyms.

B. Technical Proposal Scope of Services

B.1. The overall scope of services for this RFP solicitation will include the following three key work elements that shall be performed by the Awarded Offeror:

B.1.1. Toll Collection System (TCS) Maintenance Services – This work is intended to cover the overall maintenance of the Tollway’s TCS (hardware and software) ranging from corrective, preventive and predictive maintenance to system monitoring and asset management. The specific requirements for this system support are provided under Attachment 1. Section B.2 Toll Collection System (TCS) Maintenance Services. Descriptions of the various TCS subsystems and components including those that the Awarded Offeror is responsible for maintaining are provided in Attachment 1. Section C: Existing System Description and Awarded Offeror Maintenance Responsibility.

B.1.2. Asset Management and Maintenance System (AMMS) – This involves the delivery of a new Asset Management and Maintenance System (AMMS) for the Tollway. The AMMS will be provided by the Awarded Offeror as a separate deliverable and pay item under the Contract. The requirements for the AMMS are provided under Attachment 1. Section B.3. Asset Management and Maintenance System.

B.1.3. As-Needed Task Order Support for System Enhancements – As the Tollway continues to make enhancements or changes to its tolling program there will be the need to engage additional technical support from the Awarded Offeror. It is expected that these efforts will be executed on an as-needed task order basis throughout the term of the Contract and any subsequent term extensions. The details related to task order support for future system enhancements are provided under Attachment 1. Section B.4. As-Needed Task Order Support for System Enhancements. This may include but is not limited to maintaining and overseeing tests being conducted at the AET test plaza, adding new plazas and lanes, reconfiguring lanes and plazas to support the Tollway’s construction projects, testing and installing new equipment/technology, etc.

B.2. Toll Collection System (TCS) Maintenance Services

B.2.1. General

B.2.1.1. The Awarded Offeror shall provide hardware and software maintenance support for the Tollway’s TCS. A detailed description of all the various TCS subsystems
and components including those that the Awarded Offeror is responsible for maintaining can be found in Attachment 1. Section C: Existing System Description and Awarded Offeror Maintenance Responsibility.

B.2.1.2. These system maintenance services shall also apply to any subsequently developed or deployed subsystems or components throughout the term of the Contract.

B.2.1.3. The Awarded Offeror shall provide TCS maintenance support comprised of three primary types of maintenance:

B.2.1.3.1. Corrective Maintenance (Attachment 1. Section B.2.2).

B.2.1.3.2. Preventive Maintenance (Attachment 1. Section B.2.3).

B.2.1.3.3. Predictive Maintenance (Attachment 1. Section B.2.4).

B.2.1.4. As described in Section C Existing System Description and Awarded Offeror Maintenance Responsibility, the overall maintenance services for the TCS shall include but is not limited to: break/fix support, modifications/configuration changes, active monitoring and troubleshooting/root cause failure analysis for the following items:

B.2.1.4.1. In-lane TCS and Subsystems (Hardware & Software):

B.2.1.4.1.1. Automatic Vehicle Identification (AVI) System – Antennas, Readers, etc.

B.2.1.4.1.2. Automatic Vehicle Classification (AVC) System – Magnetic Loops, Contact Treadles, Smart Loops (IDRIS).

B.2.1.4.1.3. Violation Enforcement System (VES)- License Plate Image Capture Cameras and Servers.

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Attachment 1 Technical Response

B.2.1.4.2. Plaza Systems (Hardware and Software, including Cash Management and Money Counting Room Systems):

B.2.1.4.2.1. Power Equipment – Including Uninterrupted Power Supplies (UPSs), Line Conditioners, and Bypass Switches (UPS systems currently cannot be monitored remotely and the Awarded Offeror shall work with the Tollway’s IT Department to implement new and existing solutions to monitor the UPS systems remotely).

B.2.1.4.2.2. Equipment Enclosures and Racks.

B.2.1.4.2.3. Equipment Mounting Brackets, Hardware, and Structures.

B.2.1.4.2.4. Cables, Wiring, Conduit, and Terminations.

B.2.1.4.2.5. TCS Network Equipment, Communications Components, and Enclosures.

B.2.1.4.3. Third Party and Custom Software.

B.2.1.4.4. Asset Management and Maintenance System(s).

B.2.1.4.5. DataLogger™ – Cameras and Systems.

B.2.1.4.6. Camera Wash System (ORT/AET Lanes).

B.2.1.4.7. TCS Test Systems (Full Lab Test Lane and AET Test Plaza).

B.2.1.4.8. Non-Tolling AVI Equipment (for traffic management).

B.2.1.4.9. System Administration:

B.2.1.4.9.1. Daily, weekly, monthly, quarterly, annual, and periodic preventive maintenance activities necessary to maintain the TCS at required performance levels (for example: purging old files, adding new tables or directories, cleaning cameras, servicing ACMs, etc.)

B.2.1.4.9.2. Manual retrieval of data, if required.

B.2.1.4.9.3. Performing disaster recovery procedures and assisting in developing new disaster recovery processes and procedures as needed.
B.2.1.4.9.4. Re-establishment or re-installation of system files, programs and parameters, as required, following a failure or damage to the TCS.

B.2.1.4.9.5. Provide user support to Tollway personnel, which may require access to the TCS.

B.2.1.4.9.6. Third party software or firmware patching and upgrades, on a scheduled basis to ensure that existing vulnerabilities do not impact the TCS (e.g. Microsoft security patches, Antivirus patches, etc.)

B.2.1.4.9.7. Equipment modifications or changes to configurable parameters as requested by the Tollway.

B.2.1.4.9.8. Active monitoring of TCS installed equipment, systems and software.

B.2.1.4.9.9. Troubleshooting and root cause analyses of system performance issues, equipment failure, software issues, etc.

B.2.1.4.9.10. Performance of software updates resulting from corrective action, business rule changes, and configuration changes.

B.2.1.4.9.11. Verify that the Plaza Host System processes and scheduled jobs are successful.

B.2.1.4.9.12. Software version control and management including release notes (TCS and third parties).

B.2.1.4.9.13. Performing database upgrades and patches and operating system upgrades and patches.

B.2.1.4.9.14. Performance of regular virus protection updates in accordance with recommended Maintenance schedules.

B.2.1.4.9.15. Management of time synchronization with Tollway provided master clock including alert monitoring when time sync drifts occur.
B.2.2. Corrective Maintenance

B.2.2.1. Corrective Maintenance shall be provided by the Awarded Offeror to address any immediate failure event or degradation in TCS functionality provided by TCS components that the Awarded Offeror is responsible for maintaining, as described in Attachment 1. Section C: Existing System Description and Awarded Offeror Maintenance Responsibility (hereby referred to as an ‘event’).

B.2.2.2. Corrective maintenance support shall be provided on a 24 hour, 7 day a week, 365 day per year basis.

B.2.2.3. TCS events shall be classified under one of the four following priority levels. Each priority level is defined based on the potential impact to TCS performance, operations and ability to collect revenue. Table A.1 Corrective Maintenance Priority Levels below provides a detailed description of the corrective maintenance priority levels:
### Table A-1: Corrective Maintenance Priority Levels

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Description</th>
</tr>
</thead>
</table>
| **Priority 1: Critical** | • Defined as any failure, malfunction or loss of functionality to the TCS that will result in the immediate loss of revenue, loss of operations, closure of a lane, loss of data, or hazard to Tollway personnel or patrons.  
• Priority 1 events shall also include failure or substantial degradation in functionality for the AVI, AVC, and VES subsystems regardless of any immediate loss in revenue occurrence.  
• Authorized to repair 24 hours per day, seven days per week. |
| **Priority 2: High** | • Defined as any failure, malfunction, or loss of functionality to the TCS that immediately impacts the Tollway’s operational capabilities; however does not result in the immediate loss of revenue.  
• Priority 2 events are intended to be identified and addressed prior to escalation to Priority level 1.  
• Authorized to repair 24 hours per day, seven days per week. |
| **Priority 3: Medium** | • Defined as an event which presents the potential for a malfunction or degrading of the TCS performance.  
• Priority 3 events shall also include degradations in functionality, which impact Tollway operations.  
• Priority 3 events are intended to be identified and addressed prior to escalation to Priority levels 1 or 2.  
• Authorized to repair 24 hours per day, seven days per week. |
| **Priority 4: Low** | • Defined as any event or malfunction that is generally cosmetic in nature and presents no further risk in impacting TCS performance or revenue collection.  
• Priority 4 events are not intended to escalate to more severe Priority levels.  
• Authorized to repair 24 hours per day, seven days per week. |
B.2.3. **Preventive Maintenance**

B.2.3.1. Preventive Maintenance shall be provided by the Awarded Offeror to support any necessary scheduled maintenance activity of the TCS components that the Awarded Offeror is responsible for maintaining, as described in Attachment 1 Section C: Existing System Description and Awarded Offeror Maintenance Responsibility.

B.2.3.2. The Awarded Offeror’s preventive maintenance efforts and activities shall be carried out proactively on a scheduled basis (daily, weekly, monthly, quarterly and annually) to ensure that the TCS is being maintained to meet the TCS performance and availability metrics as specified in Attachment 1 Section B.2.5.4 System Availability Metrics by inspecting, adjusting and maintaining the TCS components (hardware and software) to aid in preventing future failures.

B.2.3.3. As part of the Maintenance Plan and on an on-going basis, the Awarded Offeror shall develop a Preventive Maintenance schedule (to be approved by the Tollway), which represents the levels of effort, activities, resources, schedules, etc. required to fulfill the Awarded Offeror’s preventive maintenance responsibilities.

B.2.3.4. The Awarded Offeror shall continually evaluate the Preventive Maintenance schedule based on operational experience gained during this Contract, consult routinely with the Tollway via reporting and regular meetings, and submit any recommended changes to the Tollway for approval.

B.2.3.5. In addition, the Tollway may request a revised Preventive Maintenance Schedule to ensure that TCS components continue to function properly.

B.2.3.6. Preventive Maintenance shall be scheduled such that the work will not interfere with normal traffic flow.

B.2.3.7. The Awarded Offeror shall have sufficient maintenance personnel to make routine general inspections of the toll collection equipment (including VES camera cleaning) throughout normal work hours, even if no equipment malfunctions are reported during that period.

B.2.4. **Predictive Maintenance**

B.2.4.1. In addition to providing Corrective and Preventive maintenance support, the Awarded Offeror shall also employ Predictive Maintenance practices for the TCS components that the Awarded Offeror is responsible for maintaining, as described in Attachment 1 Section C: Existing System Description and Awarded Offeror Maintenance Responsibility.

B.2.4.2. The Awarded Offeror shall collect information on the usage activity of the various TCS subsystems and components and use this historical data to “predict” what components or parts are likely to fail in a given time period as
well as at a given location. These analyses shall be used to further enhance and improve the overall ‘uptime’ availability of the TCS as well as reduce or mitigate the need for Corrective Maintenance efforts.

B.2.4.3. Through the evaluation of Mean Time To Repair (MTTR) and Mean Time Between Failures (MTBF) data, it is possible to schedule a component or part to be replaced near the end of its normal expected life prior to the occurrence of a failure.

B.2.4.4. It is the Tollway’s expectation that the Awarded Offeror will also utilize predictive maintenance practices to improve on and become more effective at performing normally scheduled Preventive Maintenance over time. This will be significantly beneficial to both the Awarded Offeror and the Tollway, for example, if such proactive measures result in an overall reduction in the number of lane closures, in particular for ORT and AET lanes.

B.2.4.5. As part of the Awarded Offeror’s reporting requirements, the Awarded Offeror shall provide regularly scheduled reports to and shall hold regularly scheduled meetings with the Tollway on Predictive Maintenance analyses, which are being monitored and/or any Predictive Maintenance efforts being conducted.

B.2.4.6. Additionally, the Awarded Offeror shall work with the Tollway to develop a monitoring report matrix, which will track various assets and or subsystems to measure frequency of on-going corrective and preventive efforts and evaluate to see if changes in frequency can be made.

B.2.5. **Key Performance Indicators (KPIs)**

B.2.5.1. The Awarded Offeror shall adhere to and be measured on two sets of performance metrics for maintenance of the TCS components that the Awarded Offeror is responsible for maintaining, as described in Attachment 1 Section C: Existing System Description and Awarded Offeror Maintenance Responsibility.

B.2.5.2. The Tollway will monitor and measure the effectiveness of the Awarded Offeror’s maintenance efforts based on the following measurement categories:

B.2.5.2.1. **System Performance and Availability** – These metrics are related to the Awarded Offeror’s ability to maintain the TCS and its various subsystems to meet specific performance accuracies and availability times ‘Uptime’. The specific System Performance and Availability Metrics are defined in Sections B.2.5.4 System Availability Metrics and B.2.5.4.2 Service Credit Assessment- System Availability Metrics below.

B.2.5.2.2. **Awarded Offeror Performance Metrics** – This metric is related to the Awarded Offeror’s ability to respond to and address Corrective Maintenance events. The specific Awarded Offeror
Performance Metrics are defined in Attachment 1 Section B.2.5.6 Awarded Offeror Performance Metrics below.

B.2.5.3. Chargeable & Non-Chargeable Events: For purposes of measuring and calculating the Awarded Offeror Performance, System Performance Accuracy and System Availability, the Tollway has defined failures or events, which are or not attributable to the measurement of performances. These definitions shall be referred to as Chargeable and Non-Chargeable failures as follows:

B.2.5.3.1. Chargeable Failures are those events in which the Awarded Offeror fails to meet the specific performance metric and shall be used in determination and calculation of any applicable Service Credit Assessment (i.e. a credit to the Tollway against the Awarded Offeror’s invoiced amount for maintenance services).

B.2.5.3.2. Chargeable Failures include any failures that are not specifically identified as Non-Chargeable in B.2.5.3.3. These Chargeable Failures include, but are not limited to, the following items:

B.2.5.3.2.1. A malfunction which prevents the TCS component (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions.

B.2.5.3.2.2. A malfunction that poses a threat to the safety of the TCS components, toll customers, employees or others.

B.2.5.3.2.3. An occurrence where data is not successfully transmitted between a subsystem, the lane(s), the Plaza Host System and the Host (maintained by others). Such failure is already accounted for as a separate performance failure (e.g., if the AVI subsystem is not functioning and does not transmit data to the lane controller, the AVI subsystem would be charged for the failure but the lane controller would not).

B.2.5.3.2.4. A failure of equipment or software that allows revenue loss to occur that is not already accounted for as a separate performance failure.

B.2.5.3.2.5. Software anomalies and bugs (Awarded Offeror provided, both custom and 3rd party) that
affect the performance and operation of the TCS.

B.2.5.3.2.6. Shutdown or unavailability of the TCS unless specifically directed by the Tollway.

B.2.5.3.2.7. Failure to properly record or report a transaction at the lane and plaza level.

B.2.5.3.2.8. Failure to electronically send or receive transaction and payment information from the lane to the Plaza Host System and from the Plaza Host System to the Host.

B.2.5.3.2.9. Failure to properly transfer configuration/validation files (i.e. transponder validation lists, employee files, toll rate files) from the facility server to the Plaza Host System and then to the lane controllers.

B.2.5.3.2.10. Failure to correctly install or configure a system, subsystem, component or device that impacts traffic identification and revenue collection.

B.2.5.3.2.11. Failure to install compatible software releases.

B.2.5.3.3. Non-Chargeable Failures shall include:

B.2.5.3.3.1. Force majeure events.

B.2.5.3.3.2. Acts of vandalism.

B.2.5.3.3.3. System component failures caused by externally applied stress conditions outside the control of the Awarded Offeror.

B.2.5.3.3.4. System component failures caused by environmental or operating conditions outside the control of the Awarded Offeror.

B.2.5.3.3.5. Operating adjustments as allowed or directed by the Tollway. This may include such events as Tollway directed lane closures for construction, installation of new lanes or reconfiguration of lane types.
B.2.5.3.3.6. Failures or accidents that are externally induced such as customer actions, accidents, etc. which are outside the control of the Awarded Offeror.

B.2.5.3.4. Although the Awarded Offeror will not be held liable during Non-Chargeable failure events, the Awarded Offeror shall still be required to provide any necessary support in restoration or recovery of such event. For example, if a communications line is severed (by others), the Awarded Offeror shall provide the resources for verification that the TCS is working properly once communications has been repaired/restored (by others).

B.2.5.4. System Availability Metrics:

B.2.5.4.1. The Awarded Offeror shall maintain the TCS to meet the availability requirements listed below in Attachment 1 Table A-2: TCS Availability:
## Table A-2: TCS Availability

<table>
<thead>
<tr>
<th>Location/Facility Type</th>
<th>Allowable Downtime*</th>
<th>Service Credit Assessment***</th>
</tr>
</thead>
<tbody>
<tr>
<td>ORT/AET Zone (Per lane)</td>
<td>1 ½ hours</td>
<td>Plaza Category A $1000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plaza Category B $600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plaza Category C $200</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Mainline/Ramp ACM/MLT/IPO Lanes** (Per lane)</td>
<td>3 hours</td>
<td>Plaza Category A $500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plaza Category B $300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plaza Category C $100</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Plaza Host System</td>
<td>2 hours</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Cash Management System</td>
<td>2 hours</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Money Count Room</td>
<td>2 hours</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>AMMS</td>
<td>2 hours</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Camera Server(s)</td>
<td>2 hours</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
<tr>
<td>Data Logger</td>
<td>2 hours</td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Per each 1 hour increment beyond the allowable downtime.</em></td>
</tr>
</tbody>
</table>
Downtime shall be defined as the amount of time (in minutes) that any lane, subsystem, component or element of the TCS experiences a Priority Level 1 or 2 event. Downtime shall be calculated on a monthly basis for each TCS location/facility type and shall not be computed as an average for the system.

Mainline and Ramp Cash Plazas may be comprised of a combination of MLT, ACM, IPO lane configurations. Mainline lanes are exclusive of ORT/AET lanes.

Plaza Revenue Categories have been established to categorize toll locations based on revenue collection potential. Differential Service Credit values have been assigned to correspond to the revenue categories. See Exhibit 1 Toll Plaza Revenue Categories for a detailed listing of each toll plaza location and revenue category assignment.

Service Credit Assessment – System Availability Metrics:

In the event the Awarded Offeror fails to meet the availability requirements as specified in Attachment 1 Table A-2: TCS Availability, the Tollway may impose an assessment as indicated in the table.

Any such assessment shall be represented as Service Credit Assessment against the Awarded Offeror’s current month’s TCS maintenance fee (i.e. a credit to the Tollway against the invoiced amount).

As part of the monthly reporting to the Tollway, the Awarded Offeror shall detail each specific occurrence of non-compliance, its associated assessment value and a summary total of any applicable Service Credits to be applied.

The total of any Service Credits shall be represented in a total credit/deduction line item on the monthly invoice.

System Performance Accuracy Metrics:

In addition to the System Availability requirements, the Awarded Offeror shall also maintain the various system components and sub-systems to perform within the specified accuracies in Attachment 1 Table A-3: TCS System Performance Accuracy Metrics below:
# Table A-3: TCS System Performance Accuracy Metrics

<table>
<thead>
<tr>
<th>ID</th>
<th>Performance Requirement</th>
<th>Requirement Description</th>
<th>Performance Level*</th>
<th>Service Credit Assessment</th>
</tr>
</thead>
</table>
| 1. | Lane/Zone Controller Accuracy | The Lane Controller shall correctly correlate transaction data into a single transaction for any vehicle that passes through the toll lane. | ≥ 99.95% | $50 per day for 0.05% below threshold  
$100 per day between 0.06% and 0.10% below threshold  
$250 per day for anything exceeding 0.10% below threshold  
*Plaza Category A assessed at five (5) times the amount.  
Plaza Category B assessed at three (3) times the amount.  
Plaza Category C assessed at one (1) times the amount. |
| 2. | AVI Subsystem - Transponder Read Accuracy | The AVI subsystem shall correctly read any IAG protocol (TDM) transponders that pass thru the lane. | ≥ 99.95% | $50 per day for 0.05% below threshold  
$100 per day between 0.06% and 0.10% below threshold  
$250 per day for anything exceeding 0.10% below threshold  
*Plaza Category A assessed at five (5) times the amount.  
Plaza Category B assessed at three (3) times the amount.  
Plaza Category C assessed at one (1) times the amount. |
| 3. | AVI Subsystem - Transponder Reporting Accuracy | The AVI subsystem shall record the correct tag information for any IAG protocol (TDM) transponders | ≥ 99.98% | $50 per day for 0.05% below threshold  
$100 per day between 0.06% and 0.10% below threshold  
$250 per day for anything exceeding 0.10% below threshold |
<table>
<thead>
<tr>
<th>ID</th>
<th>Performance Requirement</th>
<th>Requirement Description</th>
<th>Performance Level*</th>
<th>Service Credit Assessment</th>
</tr>
</thead>
</table>
| 4. | AVI Subsystem - Transponder Association Accuracy | Correctly correlate AVI transponder reads into a single transaction for any vehicle that passes through the lane, including proper lane correlation and assignment. | ≥ 99.95%          | $50 per day for 0.05% below threshold<br>$100 per day between 0.06% and 0.10% below threshold<br>$250 per day for anything exceeding 0.10% below threshold<br>
Plaza Category A assessed at five (5) times the amount.<br>Plaza Category B assessed at three (3) times the amount.<br>Plaza Category C assessed at one (1) times the amount. |
| 5. | AVC - Vehicle Detection Accuracy         | The AVC shall correctly detect any vehicles that pass through the toll lane.              | ≥ 99.9%           | $50 per day for 0.05% below threshold<br>$100 per day between 0.06% and 0.10% below threshold<br>$250 per day for anything exceeding 0.10% below threshold<br>
Plaza Category A assessed at five (5) times the amount.<br>Plaza Category B assessed at three (3) times the amount.<br>Plaza Category C assessed at one (1) times the amount. |
| 6. | AVC - Vehicle Classification            | AVC shall correctly classify any vehicles that pass through the toll lane.                | ≥ 99.5%           | $50 per day for 0.05% below threshold<br>$100 per day between 0.06% and 0.10% below threshold<br>$250 per day for anything exceeding 0.10% below threshold<br>
Plaza Category A assessed at five (5) times the amount.<br>Plaza Category B assessed at three (3) times the amount.<br>Plaza Category C assessed at one (1) times the amount. |
## TCS Performance Accuracy Metrics

<table>
<thead>
<tr>
<th>ID</th>
<th>Performance Requirement</th>
<th>Requirement Description</th>
<th>Performance Level*</th>
<th>Service Credit Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>Accuracy</td>
<td>toll lane in accordance with the toll rate tier structure.</td>
<td></td>
<td>$100 per day between 0.06% and 0.10% below threshold $250 per day for anything exceeding 0.10% below threshold Plaza Category A assessed at five (5) times the amount. Plaza Category B assessed at three (3) times the amount. Plaza Category C assessed at one (1) times the amount.</td>
</tr>
<tr>
<td>8.</td>
<td>ANPR Image Capture and Correlation Accuracy</td>
<td>The ANPR system is capable of capturing, reporting and correctly associating an image to the correct vehicle.</td>
<td>≥ 99.0%</td>
<td>$50 per day for 0.05% below threshold $100 per day between 0.06% and 0.10% below threshold $250 per day for anything exceeding 0.10% below threshold Plaza Category A assessed at five (5) times the amount. Plaza Category B assessed at three (3) times the amount. Plaza Category C assessed at one (1) times the amount.</td>
</tr>
<tr>
<td></td>
<td>ANPR Optical Character Resolution (OCR) Performance</td>
<td>The ANPR system is capable of performing OCR of the captured plates that are legally mounted and unobstructed.</td>
<td>100.0%</td>
<td>$50 per day for 0.05% below threshold $100 per day between 0.06% and 0.10% below threshold $250 per day for anything exceeding 0.10% below threshold Plaza Category A assessed at five (5) times the amount. Plaza Category B assessed at three (3) times the amount. Plaza Category C assessed at one (1) times the amount.</td>
</tr>
<tr>
<td>ID</td>
<td>Performance Requirement</td>
<td>Requirement Description</td>
<td>Performance Level*</td>
<td>Service Credit Assessment</td>
</tr>
<tr>
<td>----</td>
<td>-------------------------</td>
<td>-------------------------</td>
<td>--------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td>ANPR OCR Accuracy</td>
<td>The ANPR OCR process is capable of accurately determining OCR values** of the captured plates that are legally mounted and unobstructed.</td>
<td>≥ 99.0%</td>
<td>Plaza Category C assessed at one (1) times the amount.</td>
</tr>
</tbody>
</table>

* Performance Level values represent current and/or manufacturer Key Performance Indicator (KPI) specifications. During the ‘ramp-up’ transition period of the contract (defined in Attachment 1 Section B.5.6.1) in which Corrective Maintenance begins, the Awarded Offeror may not be held liable for achieving the TCS Performance Accuracy requirements. This period of time shall be considered a ‘ramp up’ period by which the Awarded Offeror can transition maintenance efforts and familiarize itself with the Tollway’s TCS. During this time, Tollway and Awarded Offeror will jointly establish specific benchmarks for each category, relevant subsystem metrics, and how each metric will be evaluated and measured. After the ‘ramp up’ period however, the Awarded Offeror shall endeavor to maintain the TCS at the accuracies levels specified. For any metric which is not complied with after the ramp-up period, the Awarded Offeror shall provide in writing a reasonable explanation as to why the metric was not achieved.

**OCR values are inclusive of the license plate number, license plate type, plate jurisdiction and the associated confidence level.
B.2.5.5.2. Service Credit Assessment – System Performance Accuracy:

B.2.5.5.2.1. As a result of any Performance Audit or Tollway initiated audit, if the Awarded Offeror fails to meet accuracy requirements as specified in Attachment 1 Table A-3: TCS System Performance Accuracy Metrics, the Tollway may impose an assessment as indicated in the table.

B.2.5.5.2.2. Service Credit Assessments for each metric will be determined by three factors:

- Degree of performance variance falling below the Performance Level.
- Number of days in which the corresponding lane/metric continues to operate below the Performance Level until it is brought back into conformance.
- Based on the corresponding Plaza Revenue Category.

B.2.5.5.2.3. Any such assessment shall be represented as Service Credit Assessment against the Awarded Offeror’s current month’s TCS maintenance fee.

B.2.5.5.2.4. This service credit shall be assessed against the Awarded Offeror, in aggregate of any performance metrics not meeting the indicated Performance Level threshold.

B.2.5.6. Contractor Performance Metrics:

B.2.5.6.1. In addition to maintaining the availability of the TCS, the Awarded Offeror shall also adhere to and meet certain response and repair times for Corrective response activities. Corrective response activities shall be categorized and addressed within the time frames as indicated in Attachment 1 Table A-4: Corrective Response Performance Requirements:
### Table A-4: Corrective Response Performance Requirements

<table>
<thead>
<tr>
<th>Performance Parameter</th>
<th>Failure/Event Priority Level</th>
<th>Performance Standard</th>
<th>Service Credit Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time to Respond and Repair*</td>
<td>Priority Level 1***</td>
<td>Repair of failure/event within 3 hours</td>
<td>$250 Per occurrence and for each additional 1 hour increment.</td>
</tr>
<tr>
<td></td>
<td>Priority Level 2</td>
<td>Repair of failure/event within 6 hours</td>
<td>$250 Per occurrence and for each additional 1 hour increment.</td>
</tr>
<tr>
<td></td>
<td>Priority Level 3</td>
<td>Repair of failure/event within 2 business days Applicable only during allowable work times.</td>
<td>$500 Per occurrence.</td>
</tr>
<tr>
<td></td>
<td>Priority Level 4</td>
<td>Repair of failure/event within 4 business days Applicable only during allowable work times.</td>
<td>$500 Per occurrence.</td>
</tr>
</tbody>
</table>

*Time to Respond and Repair shall be calculated as a single elapsed duration beginning with the first initial notification of the event and continuing to accrue until the event has been repaired or resolved.

**Escalation of a Priority Level 2 event to Level 1 shall retain the initial Work Order issued.

***Any condition that results in a lane being operationally unavailable shall be a Priority Level 1 event.

**B.2.5.6.2. Service Credit Assessments - Awarded Offeror Performance:**

**B.2.5.6.2.1.** In the event the Awarded Offeror fails to maintain the TCS and or exceeds the allowable Downtime as specified in Attachment 1 Table A-2: TCS Availability, the Tollway may impose an assessment as indicated in the table.

**B.2.5.6.2.2.** Any such assessment shall be represented as Service Credit Assessment against the Awarded Offeror’s current month’s TCS maintenance fee.
As part of the monthly reporting to the Tollway, the Awarded Offeror shall detail each specific occurrence of non-compliance, its associated assessment value and a summary total of any Service Credits to be applied.

The total of any Service Credits shall be represented as a total credit/deduction line item on the monthly invoice.

The Awarded Offeror shall utilize the reports described in Section B.3.7.5 to represent whether the corrective response performance standards have been met.

The Tollway shall also have the right to access the Awarded Offeror’s maintenance management system directly to perform additional queries and generate reports to validate the Awarded Offeror’s compliance.

In addition to the Tollway’s other rights and remedies, the Awarded Offeror shall also be liable for damages associated with the loss of data and/or revenue for the failure of the Tollway’s TCS.

Such damages shall include, but are not limited to, resources expended by the Tollway resulting from failure of the Tollway’s TCS, as well as the value of any such lost data or revenue.

Revenue loss will be determined by the Tollway using data for comparable time periods where such loss cannot otherwise be directly determined.

In the event of any such loss and/or failure the Awarded Offeror shall (at its own expense) cooperate and work with the Tollway and its vendors who support the TCS (e.g. Accenture Tolling Solution provider, payment processor) in resolving any issues.
B.2.6. Performance Audits

B.2.6.1. Initial System Performance Baseline Audit:

B.2.6.1.1. During the ramp-up period in which the Awarded Offeror transitions maintenance efforts from the current provider (defined in Attachment 1 Section B.5.6.1 In-Bound Transition “Ramp-up”), an initial system performance audit shall be conducted by the Awarded Offeror with oversight from the Tollway and its representatives.

B.2.6.1.2. The initial system performance audit shall be performed to verify the performance accuracies achieved by the various system components as identified in Attachment 1 Table A-3: TCS System Performance Accuracy Metrics based on mutually agreed upon statistically significant sample sizes calculated using confidence levels of at least 90%.

B.2.6.1.3. This verification shall be used to establish an initial baseline of the TCS performance capabilities (for each lane and each plaza) and/or identify potential areas of needed improvement to bring the TCS within compliance of the accuracies identified in Attachment 1 Table A-3: TCS System Performance Accuracy Metrics.

B.2.6.1.4. The Awarded Offeror shall agree on a corrective plan of action with the Tollway to fix any TCS performance deficiencies in each lane and plaza; followed by a demonstration of compliance with the performance accuracy metrics after the improvements are made.

B.2.6.1.5. The Tollway reserves the right to re-establish these baseline performance accuracy metrics in conjunction with the Awarded Offeror at any time throughout the contract period.

B.2.6.2. Annual System Performance Audit:

B.2.6.2.1. Throughout the term of the Contract the Awarded Offeror shall perform annual performance audits of the TCS based on mutually agreed upon statistically significant sample sizes calculated using confidence levels of at least 90%.

B.2.6.2.2. Annual audits shall be performed on a per lane and per plaza basis.

B.2.6.2.3. Throughout the course of each year, the Awarded Offeror shall complete an audit of each lane and each plaza at least once on a rolling basis.

B.2.6.2.4. Selection and determination of which lanes and plaza(s) are to be tested, and when shall be determined by the Tollway.
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B.2.6.5. A detailed scheduled of the audit tests shall also include variations in traffic volumes, environmental conditions, operating modes, etc.

B.2.6.6. The annual performance audit shall follow a defined set of controlled test procedures for evaluating the TCS on an annual basis, to ensure that reliability and performance accuracies defined in Attachment 1 Table A-3: TCS System Performance Accuracy Metrics have not degraded over time.

B.2.6.7. Performance audit test procedures shall be developed and submitted as part of the Offeror’s Maintenance Plan after contract award and shall require approval from the Tollway.

B.2.6.3. Tollway Right to Awarded Offeror Performance Audit:

B.2.6.3.1. In addition to the standard reporting and status monitoring performed by the Awarded Offeror, as part of their contractual duties, the Tollway shall have the right to perform its own audit at any time.

B.2.6.3.2. The Tollway may perform audits of both the Awarded Offeror’s performance (i.e. meeting response/repair times and meeting system KPIs) and System performance audits.

B.2.6.3.3. The Tollway shall be capable of fully accessing the Awarded Offeror’s maintenance management system to monitor the performance of both the TCS and the Awarded Offeror.

B.2.7. Software Maintenance

B.2.7.1. Several elements of the TCS are supported by custom and/or proprietary software applications and these software providers are currently subcontracted to the Tollway’s current maintenance provider, Electronic Transaction Consultants Corporation (ETCC). The Awarded Offeror shall ensure that the following TCS software components continue to be maintained at the highest degree of operational performance:

B.2.7.1.1. **Lane Controller and Plaza Host System Software** – The current lane controller software and Plaza Host System software are provided by Information Methods, Inc. (IMI) as a subcontractor to the current TCS maintenance provider (ETCC). The Plaza Host System software includes: the Tollview lane controller monitoring software, plaza cash management system (CMS) software, money counting room (MCR) software and facility server software. Under a licensing agreement the Tollway has a perpetual right to use the IMI lane controller and Plaza Host System software. Currently IMI (as a subcontractor to ETCC) provides on-going maintenance, updates and monitoring of the lane controller and Plaza Host System software for the Tollway.
The Awarded Offeror shall maintain and manage software and firmware upgrades for the lane controllers and Plaza Host System.

**3M™ Automatic Vehicle Classification (IDRIS) Software** - The current automatic vehicle classification (IDRIS) software is provided by 3M™ as a subcontractor to ETCC. Under a licensing agreement the Tollway has a perpetual right to use the 3M™ automatic vehicle classification (IDRIS) software. Currently 3M™ (as a subcontractor to ETCC) provides on-going maintenance, updates and monitoring of the software for the Tollway.

The Awarded Offeror shall maintain and manage software and firmware upgrades for the automatic vehicle classification (IDRIS) system.

**Datalogger™ Software** – The Datalogger™ audit software is currently provided by RapidToll® Systems, Inc. (RapidToll) as a subcontractor to ETCC. Under a licensing agreement the Tollway has a perpetual right to use the RapidToll Datalogger™ software. Currently RapidToll (as a subcontractor to ETCC) provides on-going maintenance, updates and monitoring of the software for the Tollway.

The Awarded Offeror shall maintain and manage software and firmware upgrades for the Dataloggers™.

**AVI Software** – The AVI software is currently provided by Kapsch Traffic Com. Under a licensing agreement the Tollway has a perpetual right to use the Kapsch AVI software. Currently ETCC provides on-going maintenance, updates and monitoring of the AVI software in coordination with Kapsch.

The Awarded Offeror shall maintain and manage software and firmware upgrades for the AVI system.

**VES Software** – The VES software is currently provided by INEX/ZAMIR (front VES) and SAIC (rear VES). Under a licensing agreement the Tollway has a perpetual right to use the INEX/ZAMIR and SAIC software. Currently ETCC provides on-going maintenance, updates and monitoring of the VES software in coordination with INEX/ZAMIR and SAIC. The Tollway is recently conducted a procurement of new VES hardware and software (See Exhibit 4) and has selected INEX as the provider of new front and rear VES cameras.

The Awarded Offeror may be asked to support the Tollway and the selected VES vendor in
integrating the new VES system with the TCS per the VES specifications (see Exhibit 4) and to the Tollway’s satisfaction. The Awarded Offeror shall be issued a Task Order assignment at such time to work with the selected VES vendor in accordance with the process described in Attachment 1 Section B.4.2. Task Order Process and Management.

B.2.7.1.5.2. The Awarded Offeror shall maintain and manage software and firmware upgrades for the VES (existing INEX/ZAMIR and SAIC VES as well as the new procured VES).

B.2.7.1.6. **ATPM Software** – The Tollway is currently in the process of procuring new Automatic Toll Payment Machines (ATPMs) (See Exhibit 5 - 14-0065 ATPM RFP).

B.2.7.1.6.1. The Awarded Offeror may be asked to support the Tollway and the selected ATPM vendor with integration of the new ATPMs and the TCS per the ATPM specifications (see Exhibit 5 – 14-0065 ATPM RFP) and the Tollway’s satisfaction. The Awarded Offeror shall be issued a Task Order assignment at such time to work with the selected ATPM vendor in accordance with the process described in Attachment 1 Section B.4.2. Task Order Process and Management.

B.2.7.1.6.2. The Awarded Offeror shall maintain and manage software and firmware upgrades for the newly procured ATPMs.

B.2.7.1.7. The Offeror shall utilize the third party software maintenance providers through subcontracting agreements or propose an alternate strategy for maintenance and upgrades to any of these software systems.

B.2.7.1.7.1. The Tollway will facilitate initial contact between the Awarded Offeror and each third party software vendor. The Awarded Offeror shall cultivate and maintain good working relationships with all third party vendors assuring all parties work together to ensure optimal TCS operational performance.

B.2.7.1.7.2. The Awarded Offeror shall make best efforts to appropriately coordinate all communications, scheduling, and ordering of replacement items;
in compliance with manufacturer guidelines with all third party vendors.

B.2.7.1.7.3. If an alternate strategy is proposed, the Offeror shall describe how their approach enables leveraging of the current software application(s) and how a succeeding solution maintains continuity with existing software application functionality and system design.

B.2.7.1.8. The Awarded Offeror shall ensure continuation of third party software licenses that are subscription based; licenses shall be passed through to the Tollway. Any direct cost items (i.e. hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price.

B.2.7.1.9. Prior to implementing any software upgrades or patches, the Awarded Offeror shall develop a test plan; along with a roll out plan that is acceptable to the Tollway ensuring these software changes will not have any adverse impact on any of the TCS systems.

B.2.7.1.10. The Awarded Offeror shall also submit the test and roll out plan to the Tollway.

B.2.7.2. Software Changes, Modifications and Enhancements:

B.2.7.2.1. To accommodate future growth and changes in tolling programs, the Tollway may require changes in TCS software. These changes may be achieved in a variety of manners such as; version updates, upgrades, enhancements and/or replacement and implementation of new software.

B.2.7.2.2. The Tollway reserves the right to make any such adjustments in TCS software used throughout the term of the Contract. The Tollway may elect to make these changes working directly with the Awarded Offeror or may engage outside third party entities.

B.2.7.2.3. In the event the Awarded Offeror is elected to make such changes the effort will be implemented in keeping with the process described in Attachment 1 Section B.4.2. Task Order Process and Management.

B.2.7.2.4. In the event the Tollway engages a third party entity to accommodate any software changes, the Awarded Offeror shall work with the Tollway and the third party to coordinate any required efforts of the Awarded Offeror to support such changes.
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B.2.7.2.5. In the even any such changes introduce a materially significant change in maintenance efforts; the Tollway reserves the right to adjust the Awarded Offeror’s maintenance fee based on mutually agreeable terms.

B.2.8. TCS Testing and Diagnostics Support

B.2.8.1. To support the ongoing maintenance and growth of the TCS, the Awarded Offeror shall provide testing and diagnostics support throughout the term of the Contract. Testing and diagnostic support shall include, but are not limited to the following:

B.2.8.1.1. Test Lane Mock-Up (Test Bench):

B.2.8.1.1.1. The Awarded Offeror shall establish and maintain a full lane mock up or ‘test bench’ at the Awarded Offeror’s primary maintenance warehouse.

B.2.8.1.1.2. The Awarded Offeror shall keep the test bench current with both software and hardware to replicate any of the lane systems in production and used throughout the Tollway’s TCS.

B.2.8.1.1.3. The Awarded Offeror shall use the test bench for efforts such as: diagnostics of hardware, software issues, regression testing of software updates, patches, etc.

B.2.8.1.1.4. The Awarded Offeror shall use the test bench to test and validate the implementation of new equipment, subsystems and technologies.

B.2.8.1.1.5. The Tollway may direct the Awarded Offeror to also utilize the test bench platform to assist in the evaluation of new technologies, which the Tollway may want to consider for future use and deployment.

B.2.8.1.2. AET Test Plaza:

B.2.8.1.2.1. The Tollway operates a recently constructed AET test toll plaza (Plaza 88), which is dedicated to testing TCS modifications and enhancements to the ORT and AET lane equipment and software.

B.2.8.1.2.2. The AET test plaza is located just north of the Touhy Avenue ORT toll zone on the northbound Tri-State Tollway (I-294). The same traffic passes through both the Touhy Avenue ORT toll plaza and the AET test plaza, but tolls are only
collected at the Touhy Avenue ORT location. The AET test plaza contains the same physical configuration as a production ORT/AET toll plaza. The Tollway also anticipates future usage of the AET test plaza by third parties for evaluating new or existing tolling technologies in live traffic.

B.2.8.1.2.3. The Awarded Offeror shall maintain the AET test plaza equipment as part of this Contract.

B.2.8.1.2.4. The Awarded Offeror shall keep the AET test plaza current with both software and hardware to replicate the AET/ORT systems in production use throughout the Tollway’s TCS.

B.2.8.1.2.5. The Awarded Offeror shall coordinate and assist with the installation/removal of test equipment and/or MOT functions related to these potential testing activities.

B.2.8.1.2.6. The Awarded Offeror shall be compensated according to the approved pricing schedule for any additional support, which may be requested in the assistance of any third party testing performed.

B.2.8.1.2.7. The Awarded Offeror shall only perform, support, or engage in any third party testing as directed specifically by the Tollway.

B.2.8.1.2.8. The Awarded Offeror shall perform AET test plaza third party testing support services, outside of the normal maintenance activities, on an as-needed basis as requested by the Tollway.

B.2.8.1.3. Current Host Test Platform Interface:

B.2.8.1.3.1. To support the overall testing and diagnostics of the TCS, the Awarded Offeror shall provide and maintain an interface with the Tollway’s development Host platform.

B.2.8.1.3.2. During the ramp-up period (defined in Attachment 1 Section B.5.6. TCS Performance Bench Marking and Audits) the Awarded Offeror shall continue to maintain the interface between the AET Test Plaza and the development Host.

B.2.8.1.3.3. Upon establishment of the test bench lane mock up, the Awarded Offeror shall coordinate with
the Tollway’s existing Host provider to complete the communications interface with the development Host.

**B.2.8.1.4. Future Host Test Platform Interface:**

**B.2.8.1.4.1.** The Tollway plans to establish a new Host system to replace the current TCS Host under a separate contract.

**B.2.8.1.4.2.** The new Host will also include a development or test platform.

**B.2.8.1.4.3.** At such time of the implementation of the new Host, the Awarded Offeror (upon direction by the Tollway) shall re-establish the test plaza and test bench interfaces with the new Host development system.

**B.2.8.1.4.4.** The Awarded Offeror shall be issued a Task Order assignment at such time to work with the new Host provider in accordance with the process described in Attachment 1 Section B.4.2. Task Order Process and Management.

**B.2.9. TCS Network Communications Maintenance (Optional Item - Note: Optional items are not included in Technical or Price scoring.)**

**B.2.9.1.** The specific TCS network communications components that the Awarded Offeror shall be responsible for monitoring and maintaining include but are not limited to the following:

**B.2.9.1.1.** TCS LAN.

**B.2.9.1.2.** TCS Routers, Switches, and other TCS specific communications equipment including the RITE Redundant Communications (RRC) lane interface system that supports serial I/O, discrete/digital I/O, Ethernet and other lane device communications.

**B.2.9.1.3.** Single-mode and Multi-mode Fiber.

**B.2.9.1.4.** International Fiber System (IFS) equipment (IFS cards, full duplex data multiplexers, data transceivers, Ethernet optical transceivers, RS-232/RS-422 point-to-point data transceivers, and video channel multiplexer with bi-directional data).

**B.2.9.1.5.** Plaza network switches including but are not limited to the following:

- Cisco 3850-24
• Cisco 3850-48

B.2.9.1.6. Ethernet, fiber optic, and other connecting wires and cables.

B.2.9.1.7. Data wire and cable terminations and splices.

B.2.9.2. The Awarded Offeror shall be responsible for managing the Plaza network switches for uptime, latency, downtime and other network performance issues.

B.2.9.3. The Tollway’s IT Department shall be responsible for providing any spares and upgrades for network equipment, as needed.

B.2.9.4. The Tollway may however request the Awarded Offeror to provide spares and upgrades for future network equipment.

B.2.9.5. The Awarded Offeror shall also provide a central system log server that TCS IP devices shall report their status to and provide continuous remote monitoring of any TCS IP devices, via a centralized remote monitoring tool that is also accessible by authorized Tollway personnel at any time.

B.2.9.6. The Awarded Offeror shall also provide periodic reports to the Tollway IT on any IP device monitoring activities and statuses.

B.2.9.7. The Awarded Offeror shall work in cooperation with the Tollway IT department to maintain the network equipment in the field as it supports the TCS.

B.2.9.8. The Awarded Offeror shall only access the Tollway’s network through the Tollway’s Citrix environment. The Awarded Offeror’s staff shall perform their duties in compliance with current applicable PCI and DSS requirements (including monitoring, security, hardening of laptops, logging, auditing, etc.)

B.2.9.9. Any issues related to accessing the TCS network shall be reported by the Awarded Offeror and handled by the Tollway IT Department.

B.2.9.10. The Awarded Offeror shall also provide network design and support services, upon request by the Tollway, for future enhancements to the TCS. The Awarded Offeror would be compensated for these services according to the approved pricing schedule.

B.2.10. Changes in Scope of Services

B.2.10.1. Throughout the contract term the Tollway may implement changes to the TCS. These changes may include the addition or reduction in lane quantities, facilities, technology, equipment, etc. In the event any such changes introduces a materially significant change in maintenance efforts, the Tollway reserves the right to adjust the Awarded Offeror’s maintenance fee based on mutually agreeable terms.

B.3. Asset Management and Maintenance System

B.3.1. General
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B.3.1.1. The Awarded Offeror shall provide an automated Asset Management and Maintenance System (AMMS) for the Tollway.

B.3.1.2. The AMMS shall interface to the TCS with sufficient detail in order to monitor the status of any TCS component and or subsystem in real-time or near real-time.

B.3.1.3. The AMMS shall be implemented as a separate application and/or subsystem and be accessible by authorized Tollway personnel via a secure URL.

B.3.1.4. The AMMS shall record equipment and process failures, such as: reporting and tracking alarm/alert messages, notify maintenance personnel, log acknowledgements, generate and track service work orders, maintain Preventive Maintenance schedules, generate repair history, and maintain parts inventory and overall TCS asset management.

B.3.1.5. The AMMS shall have the ability to create manual work orders in events where one was not automatically created.

B.3.1.6. The Awarded Offeror shall provide a graphical user interface that is simple and easy for any Tollway personnel to use for purposes of entering and viewing work order tickets.

B.3.1.7. The AMMS shall have the ability to determine both separate and combined response/repair times, availability (uptime vs. downtime) from automatically generated system data and/or as recorded by field technicians or other personnel.

B.3.1.8. The AMMS shall track historical data, so as to maintain a full history for toll collection system equipment, including but is not limited to: date placed in service, purchase cost, parts replaced, labor hours expended (parts and labor applied to equipment from work order), and associated costs.

B.3.1.9. Authorized personnel (including both the Awarded Offeror and the Tollway) shall have the ability to generate various operational, management, and performance reports from the AMMS.

B.3.1.10. Secured access to any AMMS functionality shall be made available to any authorized Tollway personnel from any workstation on the Tollway’s network.

B.3.1.11. Authorized personnel shall have access to the AMMS based on predefined user roles.

B.3.1.12. The AMMS system shall support at a minimum the following key functionality:

   B.3.1.12.1. Failure/Malfunction Reporting and Real-time Notification (searchable by component and system).
   
   B.3.1.12.2. Work Order Generation and Management.
   
   
   B.3.1.12.4. Reporting.
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B.3.1.12.5. Parts Inventory & Asset Management (including the location of any installed assets and spares).

B.3.1.12.6. Installation and Replacement History of any assets (including the ability to run a history report of each installed TCS equipment).


B.3.1.12.8. Inventory Optimization (establishing minimum and maximum levels).

B.3.1.12.9. High configurability based on user permissions.

B.3.1.13. The Awarded Offeror shall be responsible for the operation and maintenance of the AMMS which shall include the management of spare parts inventory, including the procurement of new equipment and spares.

B.3.1.14. The Awarded Offeror shall establish and periodically assess inventory usage to optimize the minimum and maximum levels of spare parts.

B.3.1.15. The Awarded Offeror shall ensure that any spare purchases are reviewed and approved by the Tollway prior to purchasing.

B.3.1.16. The Awarded Offeror shall work with the Tollway’s Property Control Department to determine the proper location and disposition of Tollway assets including new equipment purchase registration, decommissioning, removal, and disposal.

B.3.2. Failure/Malfunction Reporting and Real-time Notification

B.3.2.1. The AMMS shall be capable of reporting the following, but are not limited to: equipment and system failures, maintaining equipment repair histories, tracking alarm messages and maintaining the statuses, location, health, and attributes for any TCS inventory including hardware, software, subsystems, and networked devices.

B.3.2.2. Alert and Alarm Handling:

B.3.2.2.1. Any TCS failure, event, and alarm shall result in the automatic creation of a work order.

B.3.2.2.2. Based on the initial priority level of the event set by the AMMS, the AMMS shall generate an appropriate notification to maintenance staff electronically in real-time.

B.3.2.2.3. The Awarded Offeror shall work with the Tollway to determine the appropriate business rules and configure the AMMS for the initial priority level of alarms, assignment and change in the escalation attributes.

B.3.2.2.4. The AMMS shall have the ability of allowing reconfiguration of priority level assignments by an authorized user.
B.3.2.2.5. The addition or modification of alarms shall be user configurable and the Tollway shall have the ability to indicate if an alarm should result in the generation of a work order and if an alarm should be considered in performance reporting.

B.3.2.3. Real Time Display Notification and Dispatch:

B.3.2.3.1. The AMMS shall display in real-time, the status of each notification and also the work order/dispatch details being sent to the maintenance staff.

B.3.2.3.2. The AMMS shall be capable of providing a visual ‘snapshot’ of how the notification is being handled and if any further intervention or attention is needed, for any particular issue. This functionality shall be part of a maintenance dashboard or separate function within AMMS.

B.3.3. Work Order Generation and Management

B.3.3.1. One of the primary purposes and functions that the AMMS shall serve is to automate the process of expediting repair/service calls to field maintenance technicians.

B.3.3.2. The AMMS shall be designed with the ability to generate work orders with little or no human intervention.

B.3.3.3. Work order formats and specifications shall be determined during the AMMS design process in conjunction with the Tollway and its representatives followed by written approval by the Tollway prior to implementation.

B.3.3.4. Maintenance staff shall have the abilities but is not limited to: create work orders manually, enter data regarding the Maintenance status, search work orders based on component or subsystem failure, and close work orders.

B.3.3.5. Generate Work Order:

B.3.3.5.1. The AMMS shall allow for the possibility of generating, at a minimum, five (5) different types of work orders to be defined by the Tollway during the AMMS design stage.

B.3.3.5.2. The AMMS shall also provide for the capability to build ad-hoc work orders for unusual system occurrences.

B.3.3.5.3. Work order formats and specifications shall be determined during the AMMS design process in conjunction with the Tollway and its representatives followed by written approval by the Tollway prior to implementation.

B.3.3.5.4. In addition, a work order shall include, but is not limited to, the following information regardless of its format:
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B.3.3.5.4.1. Date/Time of Work Order Generation.

B.3.3.5.4.2. Date/Time/Location of repair or maintenance call.

B.3.3.5.4.3. Work Order Number (sequential).

B.3.3.5.4.4. Failure or Malfunction description.

B.3.3.5.5. The work order entry field for Failure or Malfunction description shall be implemented as a drop down menu box for purposes of standardized descriptions, which are searchable.

B.3.3.5.6. The AMMS shall allow for the manual entry and generation of work orders by Tollway personnel.

B.3.3.5.7. The AMMS shall allow for the automatic or manually activated paging of maintenance technicians once a work order has been generated.

B.3.3.6. Track Work Order:

B.3.3.6.1. The AMMS shall provide the capability for tracking the status of the work orders being generated, processed, and closed. This functionality can be part of a maintenance dashboard or separate work order management functionality.

B.3.3.6.2. The Awarded Offeror’s Maintenance staff shall be equipped with portable devices allowing them to access the AMMS, enter data remotely, and completely manage work orders.

B.3.3.6.3. The AMMS shall have the ability to determine and calculate initial acknowledgement times, response times (both remote access and on-site), repair times, and lane and system down time from the data entered by the maintenance technicians.

B.3.3.6.4. The AMMS shall provide the ability for the user to search by and sort on the Corrective Action taken by the Awarded Offeror to resolve the failure/malfunction.

B.3.3.6.5. Equipment recovery messages shall also be reported to and tracked by the AMMS.

B.3.3.6.6. Tracking shall be capable of including the following information:

B.3.3.6.6.1. Parts data (date placed in service, purchase cost, and parts replaced).

B.3.3.6.6.2. Repair Data (labor hours expended (parts and labor applied to equipment)).

B.3.3.6.6.3. Associated costs.
B.3.3.6.7. The AMMS shall not allow any user to modify the time stamp of an event, including but are not limited to the initial acknowledgement time, response time, and repair time entered by a maintenance technician.

B.3.4. **Task Order Management and Tracking**

B.3.4.1. The AMMS shall provide the capability of managing Task Order assignments.

B.3.4.2. The AMMS shall be capable of generating Task Order templates, which can be used by Tollway and/or Awarded Offeror’s staff to issue Task Orders.

B.3.4.3. The AMMS shall have the capability of managing and reporting on open and closed Task Orders.

B.3.5. **Accident Report and Property Damage Forms**

B.3.5.1. In the event of damages caused by motorists or others (not the Awarded Offeror’s staff), which requires the Awarded Offeror to perform corrective maintenance repairs, the Awarded Offeror shall complete an Accident Report Form and a Property Damage Form (samples provided as Exhibit 2 Performance Measurement Equipment Damage Repair/Replacement Estimate and Exhibit 3 Property Damage Form).

B.3.5.2. The Awarded Offeror shall complete the Accident Report Form and the Property Damage Form within four (4) business days of damage to TCS equipment, due to accidents.

B.3.5.3. Failure to complete the Accident Report Form and the Property Damage Form shall be subject to a Priority Level 4 Service Credit Assessment as indicated in Table A-4: Corrective Response Performance Requirements.

B.3.5.4. The AMMS shall provide the capability of generating, managing, and tracking the Accident Report Form and Property Damage Form.

B.3.6. **Maintenance Dashboard and Reporting**

B.3.6.1. The AMMS shall include a Graphical User Interface (GUI) or ‘dashboard’ to provide the user with information regarding the status of any levels of TCS equipment and system performance.

B.3.6.2. The dashboard shall be browser based and accessible from any standard workstation on the TCS’ wide area network (WAN).

B.3.6.3. The AMMS dashboard shall, on a real-time basis, provide information regarding the status of any levels of the TCS.

B.3.6.4. The AMMS dashboard shall also provide a graphical overview or ‘map’ of the TCS with corresponding color coded graphical indicators of performance levels (i.e. red icon for failed equipment, etc.).
B.3.6.5. The AMMS dashboard function shall be developed in such a way as to allow the user to select and observe the status and/or performance of several predefined levels of the TCS.

B.3.6.6. Access to the AMMS dashboard shall be made available to specific Tollway personnel from various departments, including but are not limited to: the Business Systems Integration Group, Toll Audit, and IT from any workstation on the Tollway’s network provided that personnel are authorized and granted proper access credentials. The Tollway anticipates having approximately 15 to 20 concurrent users of the AMMS dashboard. This number may be increased if the need for additional concurrent users arises.

B.3.6.7. The dashboard shall also provide various reports showing the status and performance monitoring of the TCS.

B.3.6.8. Schedule Task:

B.3.6.8.1. The dashboard shall provide capability to schedule maintenance tasks for any type of corrective, preventive, ad-hoc or required activity.

B.3.6.8.2. The scheduled tasks shall result in the generation of a work order(s) or task activity, followed by assignment to the appropriate maintenance staff for completion.

B.3.6.8.3. Dashboard functionality shall be available to authorized Tollway and Awarded Offeror personnel with proper access credentials.

B.3.6.9. Remote Access and Status Monitoring:

B.3.6.9.1. The monitoring function shall allow the user to select and observe the status and/or performance of several predefined levels of the TCS.

B.3.6.9.2. The following is a breakdown of the various levels and anticipated degree of information required to be displayed for each level:

B.3.6.9.2.1. Lane Level Components.

B.3.6.9.2.2. Equipment statuses:

- Status of lane hardware and software applications.
- Lane ID/Type.
- Lane Location (Plaza, Lane No.).
- Current mode of operation (If applicable).
- Lane Operation Status – Open/Closed.
B.3.6.9.2.3. Plaza Level:
- Status of Lane/Plaza Host System Communications Link.
- Status of Plaza Host/Facility Server Communications Link.
- Status of Plaza Host System Computer hardware and software applications (including cash management and money counting room systems).

B.3.6.9.2.4. Host Level:
- Status of Plaza Host System Communications Link.
- Status of Host/Plaza Host Communications Link.
- Status of Host/Facility Server Communications Link.

B.3.6.9.3. The AMMS shall provide remote user access for maintenance staff, as well as specific Tollway personnel.

B.3.6.9.4. User access shall be restricted to authorized users and roles.

B.3.6.9.5. Access to specific AMMS functionality, reports, data, etc. shall be based on the user role.

B.3.6.9.6. Maintenance staff shall be capable of accessing the AMMS via portable electronic devices (i.e. laptops, smartphones, tablets, etc.) allowing them to access and enter data remotely and remotely respond to and manage work orders.

B.3.6.9.7. Work order entries and updates via portable electronic devices shall occur using secure communications and mobile-optimized application screens.

B.3.7. Reporting

B.3.7.1. General:

B.3.7.1.1. The AMMS shall provide adequate reporting and dashboard functionality to support full maintenance of the TCS.

B.3.7.1.2. The AMMS shall accommodate access for both the Awarded Offeror and the Tollway via a web interface or similar web application. The Tollway anticipates having approximately 15 to 20 concurrent users of the AMMS reporting application. This
number may be increased if the need for additional concurrent users arises.

B.3.7.1.3. Detailed report design and layouts shall be determined in a series of reports design workshops between the Awarded Offeror and the Tollway during the AMMS design process.

B.3.7.1.4. The AMMS shall provide the capability to assign user privileges and access rights, as determined by the Tollway, to the reporting application.

B.3.7.1.5. The AMMS shall provide both standard and ad-hoc reporting for any TCS maintenance data retrieved and collected by the AMMS.

B.3.7.1.6. Reports shall be capable of being generated based on user selectable selection and sort criteria.

B.3.7.1.7. Data shall be presented at summary levels or individually for the selected criteria.

B.3.7.1.8. Capability shall be provided to manipulate the report data to perform trend analysis, comparative analysis, and statistical calculations.

B.3.7.1.9. The AMMS shall allow for the generation of ad-hoc reporting by allowing users to develop and generate their own reports.

B.3.7.1.10. The AMMS shall allow for ad-hoc report templates to be created by authorized users and made available for future generation.

B.3.7.1.11. Any report shall display the parameters selected and the date and time run.

B.3.7.1.12. Any report shall include totals, sub-totals, and grand-totals as appropriate.

B.3.7.1.13. Any report shall have the capability to be generated in the following formats at a minimum: Adobe PDF, HTML, and Microsoft Excel (*.xls and *.csv).

B.3.7.1.14. Where applicable, data shall also be presented in graph and chart format.

B.3.7.1.15. The AMMS shall provide reports to maintain history, which shall include historical data such as: date placed in service, part purchase cost, parts replaced; labor hours expended (parts and labor applied to equipment from work order), and associated costs.

B.3.7.1.16. The AMMS shall store data in a relational database to permit data recovery and flexibility in reporting on the raw data.
B.3.7.17. The AMMS shall automatically generate and print, or email daily and monthly performance reports, as determined by the Tollway during the AMMS design process.

B.3.7.2. Corrective Maintenance Reporting: The Awarded Offeror shall develop the AMMS to provide the following corrective maintenance reports at a minimum:

B.3.7.2.1. Alarm History - The alarm history report shall provide both detail and summary level information for any TCS event alarms generated by the AMMS.

B.3.7.2.1.1. The alarm history report shall contain information such as: date, time, location, event name, device/asset description, priority level, status (responded to, resolved, acknowledged, open), and work order number assigned (where applicable).

B.3.7.2.2. Corrective Action Report – The Corrective Action Report (CAR) shall provide details specific to a work order’s status and resolution.

B.3.7.2.2.1. The corrective action report is intended to represent whether an event has been fully resolved or only temporarily addressed.

B.3.7.2.3. Corrective Maintenance Work Order Status – The corrective maintenance work order status report shall provide both detail and summary level information for any corrective maintenance work orders within the AMMS.

B.3.7.2.3.1. The corrective maintenance work order status report shall contain such information as: work order ID, date, time, location, event name, event description, device/asset description, alarm association, work order generation date and time, response time, resolution time, escalation (if applicable), status, and work order notes/comments (i.e. provided by field technician, including a description of the root cause of and the corrective action taken to resolve the issue).

B.3.7.2.4. Corrective Maintenance Backlog – The corrective maintenance backlog report shall provide a summary of any outstanding and unresolved corrective maintenance work orders, including the ages of outstanding work orders, as well as a reason for each outstanding or unresolved status.

B.3.7.3. Preventive Maintenance Reporting: The Awarded Offeror shall develop the AMMS to provide the following preventive maintenance reports at a minimum:
B.3.7.3.1. Preventive Action Report – The Preventive Action Report (PAR) shall provide both detail and summary level information for any preventive maintenance work orders and efforts performed.

B.3.7.3.1.1. The PAR shall contain such information as: work order ID, date, time, location, preventive maintenance task description, device/asset description, alarm association, start time, completion time, status, and work order notes/comments (i.e. provided by field technician).

B.3.7.3.2. Preventive Maintenance Backlog – The preventive maintenance backlog report shall provide a summary of any outstanding and unresolved preventive maintenance work orders.

B.3.7.3.3. Preventive Maintenance Schedule – The preventive maintenance schedule report shall show both detail and summary level information related to planned/scheduled preventive maintenance efforts.

B.3.7.4. Predictive Maintenance Reporting: The Awarded Offeror shall develop the AMMS to provide the following predictive maintenance reports at a minimum:

B.3.7.4.1. Predictive Maintenance Reporting – The predictive maintenance report shall provide details on any pending or scheduled predictive maintenance efforts including forecasted equipment parts and replacements needed for the next eighteen (18) months, based on the analysis of TCS component usage data.

B.3.7.4.1.1. Predictive maintenance report generation shall be automatic (i.e. on a configurable basis such as: daily, weekly, monthly, quarterly, etc.), as well as on demand.

B.3.7.5. Performance Metric Reporting: The Awarded Offeror shall develop the AMMS to provide the following performance metric reports at a minimum:

B.3.7.5.1. System Availability Performance – The system availability performance report shall show both detail and summary level information, as to how well the TCS has performed in achieving the availability (uptime) requirements, as identified in Attachment 1. Section B.2.5.4. System Availability Metrics

B.3.7.5.2. Response and Repair Time Performance – The response and repair time performance report shall show both detail and summary level information related to the Awarded Offeror’s ability in meeting the required response and repair times as identified in Attachment 1. Section B.2.5.4.2. Service Credit Assessment.
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B.3.7.5.3. Staff Productivity Report – The staff productivity report shall show summary level information for each field technician and field supervisor, such as the time spent performing corrective, preventative, predictive or other tasks for the reporting period.

B.3.7.6. Asset and Inventory Reporting:

B.3.7.6.1. Equipment Inventory – The equipment inventory report shall provide detail and summary level information related to the current status of the Tollways inventory of TCS assets.

B.3.7.6.1.1. The equipment inventory report shall contain, but are not limited to, such information as: asset name, asset description, serial number, model number, version number, location status, operational status, warranty status, etc.

B.3.7.6.2. Equipment Inventory Status Change – The equipment inventory status change report shall provide information on any asset, which status has changed based on the selected report criteria (i.e. previous date/time).

B.3.7.6.2.1. The equipment inventory status change shall include, but are not limited to, changes in status such as: warranty status, operational status, location status, repair/failure, etc.

B.3.7.6.3. Equipment Use and Repair History – The equipment use and repair history report shall provide detailed information based on the selected asset report criteria for the full history of the queried asset(s).

B.3.7.6.3.1. The information provided in this report shall show a full history of the asset, since it was first logged as a TCS asset.

B.3.7.6.3.2. This information shall include, but are not limited to: original shop inventory receipt, inventory amount, install date/time, location, failure, repair, removal, warranty return, labor expended, etc.

B.3.7.6.4. Version Tracking – The version tracking report shall provide details related to the tracking of software versions for any TCS software, firmware, patches etc.

B.3.7.6.4.1. The version tracking report shall also report on the tracking of hardware version numbers.

B.3.7.6.5. Equipment Warranty Status – The equipment warranty report shall represent both detail and summary level information
related to the warranty status of TCS devices, components, or other applicable asset.

B.3.7.6.5.1. The warranty report shall also track and record the status of any software application or other program warranties.

B.3.7.6.6. Purchase Order Status – The purchase order report shall represent the status of any purchase orders in the system.

B.3.7.6.6.1. Based on the report selection criteria, this report shall provide detail and summary information for open, closed or pending purchase orders.

B.3.7.6.6.2. Forecasted purchasing needs shall be itemized and reported for the next 18 months, based on the analysis of TCS component usage data.

B.3.7.7. Trend Analysis Reporting:

B.3.7.7.1. The AMMS shall be capable of also providing data analytics and trends analyses reporting tools.

B.3.7.7.2. The AMMS dashboard and reporting functionality shall be available to authorized Tollway personnel.

B.3.7.7.3. These reports and ad-hoc queries shall be created and generated on an as-needed basis.

B.3.7.7.4. These reports shall be used to investigate the performance(s) of various system assets, as well as general maintenance operations to assist in identifying such aspects as: systemic performance issues, degradation of devices, potential technological or operational improvements, etc.

B.3.7.7.5. The Awarded Offeror shall use the data analytics and trend reporting as a key element in supporting the Predictive Maintenance practices.

B.3.8. Parts Inventory & Asset Management

B.3.8.1. General:

B.3.8.1.1. A spare parts inventory of TCS equipment shall be maintained and tracked by the AMMS.

B.3.8.1.2. The AMMS shall be able to receive the spare parts in the inventory at a primary storage/warehouse facility and also able to transfer and maintain inventory at various satellite or field maintenance locations.
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B.3.8.1.3. Spare part quantities shall be maintained throughout the project based on the following criteria:

B.3.8.1.3.1. Number of lanes.
B.3.8.1.3.2. MTBF and MTTR of each part, if known.
B.3.8.1.3.3. Time it takes to replenish and inventory parts.
B.3.8.1.3.4. Distance of the facility from the spares depot.
B.3.8.1.3.5. Traffic volume (usage of each lane).
B.3.8.1.3.6. Number of technician vehicles.
B.3.8.1.3.7. Delivery cycle from the vendor.

B.3.8.1.4. The AMMS inventory and asset management shall provide the following features at a minimum:

B.3.8.1.4.1. Purchase Order Management.
B.3.8.1.4.2. Receive and Put-Away.
B.3.8.1.4.3. Move or Transfer.
B.3.8.1.4.4. Issue items.
B.3.8.1.4.5. Physical inventory and cycle count.

B.3.8.1.5. Reports shall be provided to show at minimum the following: the current inventory, parts issued, part usage, disposition of parts removed by the Awarded Offeror staff and/or by the Tollway's maintenance staff, and any other information needed by the Tollway to manage the asset inventory.

B.3.8.2. Vendor & Purchase Order Management:

B.3.8.2.1. The AMMS system shall be capable of maintaining the vendor lists for any TCS assets.
B.3.8.2.2. Automatic replenishment alerts shall be generated, when an asset(s) inventory reaches a configurable threshold.
B.3.8.2.3. The AMMS shall be capable of generating purchase order requests based on the low inventory threshold and track delivery of any TCS equipment.
B.3.8.2.4. The AMMS shall be capable of collecting and analyzing TCS component usage data in order to generate forecasted parts and replacement cycles, as well as forecast purchases at a minimum, the succeeding eighteen (18) months.
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B.3.8.2.5. The AMMS shall be capable of tracking and identifying at a minimum such variables as: applicable warranty status, install date, and manufacture date for the assets.

B.3.8.3. Receive and Put-Away:

B.3.8.3.1. The AMMS inventory management shall receive the spare parts from the vendors and put in the inventory asset management control.

B.3.8.3.2. The inventory shall be tracked by the location where it’s being put-away after receiving.

B.3.8.3.3. The inventory shall be tracked by the Awarded Offeror, asset vendor, and the Tollway (if provided directly by the Tollway).

B.3.8.3.4. The AMMS shall also receive and record the defective parts repaired or replaced from the vendor servicing it and keep track of it under defective/returned inventory.

B.3.8.4. Move or Transfer:

B.3.8.4.1. The AMMS inventory management shall have options to move or transfer asset items between multiple Tollway and Awarded Offeror maintenance locations and/or personnel.

B.3.8.4.2. The AMMS shall track the complete chain of custody for each inventory item from: initial purchase to storage at the central inventory location, to dispensing inventory to technician, to installation in the field, operation, removal, and final disposal.

B.3.8.4.3. The AMMS shall have user configurable options to set inventory threshold by the location and provide alerts on low inventory levels.

B.3.8.5. Issue Items:

B.3.8.5.1. The AMMS inventory management shall be able to issue items from inventory to the maintenance staff based on the repair needs.

B.3.8.5.2. Issued items shall be tracked in the inventory with the repairs performed.

B.3.8.5.3. The Awarded Offeror shall implement safeguards against theft, damage, or loss of spare parts and other TCS assets.

B.3.8.6. Physical Inventory and Cycle count:

B.3.8.6.1. The Awarded Offeror shall perform a full physical inventory audit annually to verify consistency between the AMMS inventory management system and the actual count.
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B.3.8.6.2. The Awarded Offeror shall also perform cycle counts on each parts bin or location at least 6 times per year.

B.3.8.6.3. The AMMS shall have capability to record the physical inventory, cyclic count details, and update the inventory accordingly with reason for the difference found in the physical inventory count.

B.3.8.7. Audit and Certification:

B.3.8.7.1. The AMMS application shall track any activities related to the maintenance with auditable logs and trace to support any audit and certification needs for the maintenance program by the Tollway.

B.3.8.8. Disposal:

B.3.8.8.1. The Awarded Offeror shall be responsible for proper disposal of any parts and equipment removed from service.

B.3.8.8.2. The Awarded Offeror shall obtain approval from Tollway prior to disposal of any parts or equipment owned by the Tollway.

B.3.8.8.3. The Awarded Offeror shall coordinate and document any equipment disposals with the Tollway’s Property Control group.

B.3.9. AMMS Infrastructure

B.3.9.1. The Awarded Offeror shall provide an AMMS infrastructure, which is supported by both a primary AMMS and a secondary disaster recovery AMMS.

B.3.9.2. Both the primary and secondary AMMS shall be located locally on the Tollway premises.

B.3.9.3. The Tollway will work with the Awarded Offeror after NTP to determine the precise location(s) for the primary and secondary AMMS.

B.3.9.4. The AMMS shall be provided as a single stand-alone system to support the Tollway’s management, maintenance, and monitoring of the TCS.

B.3.9.5. The Tollway shall retain any rights and use of the AMMS.

B.3.9.6. The Awarded Offeror shall not propose any AMMS solution or part thereof which is co-located as a shared resource with another organization or cloud based service.

B.3.10. AMMS Data Backup and Data Retention

B.3.10.1. The AMMS shall be backed up on a minimum daily basis without manual intervention.
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B.3.10.2. The Awarded Offeror shall describe their proposed data backup strategy including data recovery and/or retrieval processes. At a minimum, the Awarded Offeror shall comply with the following backup and data retention requirements:

B.3.10.2.1. Awarded Offeror shall adhere to a defined and documented back-up schedule and procedure.

B.3.10.2.2. Back-up copies of data are made for the purpose of facilitating a restoration and recovery of the data in the event of data loss or System failure.

B.3.10.2.3. Scheduled backups of all data shall be completed regularly. At a minimum, data shall be backed up nightly, with one daily, one weekly, and one monthly data backup stored in a secure location to assure data recovery in the event of disaster.

B.3.10.2.4. The minimum frequency of backups shall be:

B.3.10.2.4.1. Daily differential backup

B.3.10.2.4.2. Weekly full backup

B.3.10.2.5. Any physical back-up media must be securely transferred from one physical location to another to avoid complete data loss with the loss of a facility.

B.3.10.2.6. Where data is personally identifiable (PII) or contains credit data, data must be encrypted in the operation environment and on any backup tapes or other secondary location.

B.3.10.3. Notification on the status of the AMMS backup process shall be displayed on the dashboard and sent to the Tollway.

B.3.10.4. Tools shall be provided to view the backup data in a user friendly and readable form.

B.3.10.5. If there is a catastrophic failure that results in the loss of data, the Awarded Offeror shall provide a means to retrieve the data without disruption to the AMMS operations.

B.3.10.6. The Awarded Offeror shall provide a process that, at minimum, stores a weekly full data backup at an offsite location.

B.3.10.7. The following rules for data retention shall be followed by Awarded Offeror:

B.3.10.7.1. Detailed data shall be retained online for a minimum of three (3) years and then archived to permanent long-term storage disk.

B.3.10.7.2. Summarized data shall be retained online on the AMMS for at least ten (10) years.
B.3.10.7.3. System logs shall be retained online on the AMMS for 90 days, after which they are archived.

B.3.10.7.4. All other data shall be retained on the AMMS for a minimum of three (3) years, after which they are archived.

B.3.10.8. When the data storage utilization reaches a configurable capacity (to be set initially at 80%), a message shall be displayed on the AMMS dashboard and transmitted to the Tollway.

B.3.10.9. Data shall be deleted only after it is confirmed to be successfully archived. Any deletion of data shall be automatic, without user intervention, and shall generate a message to the AMMS and the Tollway.

B.3.10.10. The AMMS shall be sized to accommodate the restoration of the archived data, if needed but, such data shall not impact online data or reports.

B.3.10.11. The Awarded Offeror shall provide sufficient training to authorized users allowing users to restore archived data, without the aid of a technical expert.

B.3.10.12. Users shall be able to generate queries from the restored or archived data.

B.3.10.13. The Awarded Offeror shall provide detailed data storage sizing calculations during the AMMS design phase.

B.3.10.14. The Awarded Offeror shall describe their data purging process/mechanism in sufficient detail in their proposal.

B.3.10.15. The Awarded Offeror shall purge all data in accordance with the State of Illinois requirements governing the purging of information collected by electronic systems (see Attachment 1 B.3.10.7).

B.3.11. Disaster Recovery and Business Continuity

B.3.11.1. As indicated in Attachment 1. Section B.3.9 AMMS Infrastructure, the Awarded Offeror shall provide a Secondary AMMS, which supports expedited disaster recovery from a catastrophic failure of the AMMS and preserves to the greatest extent possible full business continuity.

B.3.11.2. The Secondary AMMS shall be physically located separately from the Primary AMMS.

B.3.11.3. The Awarded Offeror shall work with the Tollway to determine the location for the Secondary AMMS, which at a minimum ensures that any catastrophic failure to the Primary AMMS would not impact the Secondary AMMS.

B.3.11.4. The Awarded Offeror shall work with the Tollway IT Department to ensure full network communications between the Primary and Secondary AMMS throughout the entire term of the Contract.
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B.3.11.5. The Awarded Offeror shall design and implement a disaster recovery and business continuity solution which ensures that both the Primary and Secondary AMMS are hardware, software and information redundant.

B.3.11.6. The disaster recovery solution shall be designed, maintained, and implemented such that full AMMS functionality is restored within twelve (12) hours in the event of a catastrophic failure (i.e. such as complete physical or functional loss of the Primary AMMS).

B.3.11.7. The Awarded Offeror shall provide Disaster Recovery procedures for the Secondary AMMS that shall be implemented to ensure data security during a disaster.

B.3.11.8. The Secondary AMMS shall be capable of performing all functions described in these specifications.

B.3.11.9. The Awarded Offeror shall also demonstrate the capability of full disaster recovery during the System Acceptance Test and annually each year thereafter during the Annual Disaster Recovery Test.

B.3.11.10. The Awarded Offeror shall clearly describe the details of the proposed disaster recovery and failover solution in their proposal.

B.3.12. AMMS Design and Development

B.3.12.1. The Awarded Offeror shall undertake a collaborative approach to the design and development of the AMMS.

B.3.12.2. The Awarded Offeror shall conduct a series of interactive workshops with the Tollway and its representatives to review and confirm their understanding of AMMS requirements detailed in this RFP. The Awarded Offeror shall be responsible for scheduling and facilitating these workshops.

B.3.12.3. During these workshops, the Awarded Offeror shall seek clarification of the AMMS requirements to achieve mutual understanding between the Awarded Offeror and the Tollway.

B.3.12.4. The Awarded Offeror shall design any software enhancements, as required to meet the AMMS requirements that are not provided as part of an out of the box solution.

B.3.12.5. The Awarded Offeror shall discuss how their proposed AMMS solution meets the requirements and what areas of the solution will or may require configuration, enhancement, modification, or development.

B.3.12.6. Through working groups, the Awarded Offeror and the Tollway will address each of the various AMMS functional areas that require configuration, clarification, and development.

B.3.12.7. The Awarded Offeror shall organize and coordinate concurrent design working sessions with the Tollway and its representatives, on an as needed basis, to
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identify and develop any needed software modifications to meet the RFP/contract requirements.

B.3.12.8. The Awarded Offeror shall organize concurrent design and configuration workshops to finalize the actualization of the AMMS requirements, work flow processes, and other user configurable parameters.

B.3.12.9. The Awarded Offeror shall prepare a Preliminary Design Document for the individual design and development efforts; followed by submittal to the Tollway for review and comment.

B.3.12.10. The Awarded Offeror shall then conduct a Preliminary Design Review and Configuration Workshop with the Tollway for the proposed AMMS.

B.3.12.11. Based on the results of the Preliminary Design Review, the Awarded Offeror shall prepare and submit a Detailed Design Document along with conducting a Detailed Design Review Workshop.

B.3.12.12. The Awarded Offeror shall then update the Detailed Design Document based on the results of the review and submit a Final Detailed Design Document to the Tollway for final review and approval.

B.3.12.13. The Awarded Offeror shall describe their configuration management process that will be utilized for the Project that details defect tracking, change control, software changes and testing including regression testing, release notes and approval, deployment of software changes in production and verification.

B.3.12.14. The Awarded Offeror shall provide all necessary AMMS training for Tollway staff, its representatives and maintenance personnel.

B.3.12.15. The Awarded Offeror will train the Tollway’s staff in all aspects and functions of the AMMS.

B.3.12.16. Training shall include both “classroom” training as well as being available for hands-on or in-the-field training.

B.3.13. AMMS Testing

B.3.13.1. After completing the system design, software development, hardware procurement, software documentation, TCS integration, and unit testing, the Awarded Offeror shall conduct a Factory Acceptance Test at the Awarded Offeror’s facility to demonstrate that the AMMS is functioning in accordance with a predefined test plan and the requirements set forth in this RFP/contract.

B.3.13.1.1. The Awarded Offeror shall prepare and submit the Factory Acceptance Test Plan to the Tollway for review and approval, prior to conducting the test.

B.3.13.1.2. The Awarded Offeror shall also prepare and submit to the Tollway for review, a draft AMMS user manual at the time of the Factory Acceptance Test.
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B.3.13.1.3. The Tollway and/or its Representatives shall witness the Factory Acceptance Test and the results of such testing shall be subject to the Tollway’s approval.

B.3.13.1.4. Upon completion of the Factory Acceptance Test, the Awarded Offeror shall submit a test report detailing the results of the test, to the Tollway for approval. Upon the completion of any re-tests and approval by the Tollway, the Awarded Offeror shall be given the authorization to move forward with the on-site installation.

B.3.13.2. Upon successful completion of the Factory Acceptance Test and under the supervision of the Tollway the Awarded Offeror shall commence with the installation and commissioning of the primary and secondary AMMS.

B.3.13.3. Installation of any new equipment shall be performed by the Awarded Offeror with trained Contractor personnel who are familiar with the AMMS equipment.

B.3.13.4. Once the AMMS is fully installed, the Awarded Offeror shall conduct the System Acceptance Test demonstrating the full end to end AMMS functionality, in accordance with a predefined test plan and the requirement set forth in this RFP/contract.

B.3.13.4.1. The Awarded Offeror prior to conducting the test shall prepare and submit the System Acceptance Test Plan to the Tollway for review and approval.

B.3.13.4.2. The Tollway and/or its Representatives shall witness the System Acceptance Test and the results of such testing shall be subject to the Tollway’s approval.

B.3.13.4.3. As part of the System Acceptance Test, the Awarded Offeror shall demonstrate the AMMS’ ability to operate under periods of heavy processing loads. The Awarded Offeror may use simulated processes to perform stress and load testing.

B.3.13.4.4. As part of the System Acceptance Test, the Awarded Offeror shall also demonstrate the disaster recovery process, which shall additionally include the failover (and subsequent failback) from the primary to the secondary AMMS in accordance with the disaster recovery procedures previously approved by the Tollway.

B.3.13.4.5. Upon completion of the System Acceptance Test, the Awarded Offeror shall submit a test report detailing the results of the test, to the Tollway for approval. Upon the completion of any re-tests and approval by the Tollway, the Awarded Offeror shall be given the authorization to move forward with the AMMS Go-Live.

B.3.13.5. Prior to Go-Live, the Awarded Offeror shall furnish a Final AMMS User Manual to the Tollway.
B.3.13.6. Following Go-Live, the Awarded Offeror shall perform an Annual Disaster Recovery Test of the AMMS to verify that the AMMS can be failed over seamlessly from the primary system to the secondary system followed by restoration back to the primary system.

B.3.13.6.1. The Annual Disaster Recovery Test plan and procedures shall be subject to the review and approval of the Tollway. Further the Tollway reserves the right to perform any ad-hoc or additional tests it deems necessary to validate system compliance.

B.3.13.6.2. Within 15 days after each Annual Disaster Recovery Test has been completed the Awarded Offeror shall submit a report of the results. The Annual Disaster Recovery Test Report shall be a summary of the overall test results; highlighting the general conclusions of the testing and any problems found and corrected.

B.3.14. **AMMS Delivery and Implementation**

B.3.14.1. The Awarded Offeror shall deliver and implement the AMMS no later than the completion of the ramp-up transition period as defined in Section B.5.6.1 In-Bound Transition “Ramp-up”.

B.3.14.2. The AMMS shall be delivered based on the following schedule of milestone and deliverable activities shown in Table A-5:

**Table A-5: AMMS Milestone Deliverable Schedule**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Design Document</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>Preliminary Design Review and Configuration Workshop</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>Detailed Design Document</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>Detailed Design Review Workshop</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>Draft AMMS User Manual</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>Factory Acceptance Test</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>AMMS Training (Awarded Offeror and Tollway)</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>System Acceptance Test</td>
<td>TBD (based on Awarded Offeror proposed schedule)</td>
</tr>
<tr>
<td>AMMS Go-Live</td>
<td>No later than completion of the Ramp-Up period (defined in Section B.5.6.1)</td>
</tr>
<tr>
<td>Final AMMS User Manual</td>
<td>No later than completion of the Ramp-Up period (defined in Section B.5.6.1)</td>
</tr>
</tbody>
</table>

B.3.14.3. During the development and implementation of the AMMS, the Awarded Offeror shall continue to maintain and utilized the current ETCC Maintenance Online Management System (MOMS).

B.3.14.4. The current MOMS shall remain in full use until such time as the new AMMS is ready for production and full system deployment.
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B.4. As-Needed Task Order Support For System Enhancements

B.4.1. General

B.4.1.1. To support the Tollway with future system enhancements and initiatives, the Awarded Offeror shall be prepared to provide on an as-needed basis any technical support services necessary throughout the Contract term. The Awarded Offeror shall be compensated for these as-needed services according to the approved pricing schedule. The Tollway will utilize these services as a mechanism to implement new initiatives generally falling into one of three major categories:

B.4.1.1.1. Minor changes to existing functionality based on additions or modifications to business rules.

B.4.1.1.2. Improvements to existing functionality that optimize resources, upgrades to hardware technology, expand existing systems capabilities, as well as proactively researching and testing replacements for obsolete parts.

B.4.1.1.3. Major strategic business initiatives driven by new market demands and/or legislative directives.

B.4.2. Task Order Process and Management

B.4.2.1. Any as-needed services shall be executed under a Task Order basis whereby the Tollway will execute a Task Order directing the Awarded Offeror to perform the requested services.

B.4.2.2. Tollway Task Order Request Process – Upon identification or need for a Task Order, the Tollway will issue a formal Task Order Request to the Awarded Offeror.

B.4.2.2.1. The Task Order Request will contain a summary level explanation of the specific services, efforts and or deliverables required of the Awarded Offeror.

B.4.2.2.2. Depending on the specific needs of the effort the Tollway may hold preliminary ‘scoping’ discussions with the Awarded Offeror to first initiate the framework of the Task Order Request.

B.4.2.2.3. As part of its overall management and responsibilities under this Contract, the Awarded Offeror shall fully support and participate in the Task Order scoping process.

B.4.2.3. Awarded Offeror Task Order Response Process – Upon formal receipt of a Task Order Request from the Tollway, the Awarded Offeror shall prepare a detailed and comprehensive Task Order scope of work.

B.4.2.3.1. Prior to or as part of the first Task Order issued, the Awarded Offeror shall work directly with the Tollway to determine a
B.4.2.4. Unless otherwise agreed to by both the Tollway and the Awarded Offeror, Task Order Responses shall be completed within 30 calendar days of the Tollway’s formal request.

B.4.2.5. The specific details and required elements of a Task Order Response may vary dependent on the actual scope of work, however it is expected that the following basic key components will be provided with each Task Order Response:

B.4.2.5.1. Scope and Work Plan.
B.4.2.5.2. Task Order Deliverables.
B.4.2.5.3. Staffing, Subcontracting Staff, Staff Organization.
B.4.2.5.4. Proposal, Budget & Price Quotation.
B.4.2.5.5. Task Deployment Schedule.
B.4.2.5.6. Impacts, Changes, or Modifications to current TCS Maintenance Scope of Work.

B.4.2.6. Tollway Evaluation, Review, and Approvals – Upon submittal of the Task Order from the Awarded Offeror, the Tollway will review and evaluate the proposed Task Order.

B.4.2.6.1. Throughout the review period the Tollway may request additional information, hold review meetings/discussions with the Awarded Offeror, and/or request modifications to the proposed Task Order.

B.4.2.6.2. In the event any modifications are required, the Awarded Offeror shall promptly address any items and resubmit the Task Order to the Tollway for final review and subsequent approval.

B.4.2.7. Task Order Execution and Completion – Once the Task Order has been finalized and approved, the Tollway will issue a formal Task Order Authorization to the Awarded Offeror.

B.4.2.7.1. Depending on the specific nature of the efforts the Tollway may authorize the Task Order or issue a Notice to Proceed (NTP).

B.4.2.7.2. The Awarded Offeror shall not begin any work on any Task Order until they have received full and complete Authorization (either written Authorization, NTP, or both Authorization and/or NTP) from the Tollway.

B.4.2.7.3. Upon issuance of Authorization and/or NTP, the Awarded Offeror shall begin the efforts in accordance with the scope of
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work and corresponding requirements, as detailed in the Approved Task Order.

B.4.2.8. Task Order Compensation – Compensation for Task Order efforts will be determined by the Tollway during the initial Task Order Request process according to the approved pricing schedule.

B.4.2.8.1. As each Task Order may contain a variety of efforts, deliverables and time frames for completion the Tollway anticipates; using several compensation types, which may include but is not limited to: Lump Sum, Milestone Based, or Time and Materials.

B.4.2.8.2. It should also be noted that depending on the Task Order effort, the Awarded Offeror’s day to day TCS Maintenance efforts may require modifications to incorporate new maintenance efforts and/or reduced maintenance efforts.

B.4.2.8.3. In such case, and as identified in the Task Order scope, the Awarded Offeror shall work with the Tollway to revise the TCS Maintenance scope of services.

B.4.3. Potential Upcoming Task Orders (Optional Item- Note: Optional items are not included in Technical or Price scoring.)

B.4.3.1. General:

B.4.3.1.1. Currently the Tollway is in the initial stages for upgrading two new technology programs. The first is to replace the current violation enforcement system and license plate image capture cameras with new Automatic Number Plate Recognition (ANPR) front and rear cameras. The second is to complete the contract phase for the procurement of the new Automatic Toll Payment Machines (ATPMs) and begin phasing out the current ACMs in use.

B.4.3.1.2. Under these two procurements, the system provider of each new technology will be required to provide the necessary hardware, software, design, development, implementation, warranty, and maintenance.

B.4.3.1.3. However, the Tollway may choose to transition portions of these efforts to the Awarded Offeror, such as: perform field installations of equipment, software integration of the new components with the TCS, and/or providing maintenance support. In such case, the Tollway would execute these services as Task Orders under this Contract.

B.4.3.1.4. The following are brief descriptions of the potential Task Orders, which may be implemented. It should be noted, these are only
provided as high level descriptions and not to be considered detailed scope of works.

B.4.3.2. **Automatic Number Plate Recognition (ANPR) Cameras:**

B.4.3.2.1. Under a separate procurement the Tollway is replacing the current violation enforcement subsystem with a new ANPR system. The new ANPR system will include but is not limited to: lane cameras, camera housings, any hardware needed to mount camera housings to the existing Tollway lane infrastructure, and any software and hardware; needed to drive camera execution, run plate recognition software, including optical-character recognition (OCR) certification. A copy of the Tollway’s current ANPR RFP has been provided as Exhibit 4 ANPR RFP. The Tollway has selected G4S Secure Integration, LLC as the contracted vendor to provide new INEX front and rear cameras.

B.4.3.2.2. To support the installation and integration of the ANPR cameras with the TCS, the Tollway may optionally choose to have the Awarded Offeror perform this effort as a Task Order. Under this effort the Awarded Offeror shall provide the following:

- **B.4.3.2.2.1.** Attend training and certification by the ANPR provider.

- **B.4.3.2.2.2.** Manage and track inventory control of any ANPR provided assets and materials.

- **B.4.3.2.2.3.** Provide project management of installation efforts:
  - Scheduling of installation efforts.
  - Coordination with ANPR provider.
  - Coordination with Tollway administration staff.
  - Coordination with Tollway operations staff (scheduling, MOT, lane closures, etc.)

- **B.4.3.2.2.4.** Perform the following Field Work activities:
  - Uninstall and decommission the existing VES (front and rear cameras, communications cabling, power cabling, mounting brackets, pedestals, etc.)
  - Retain the existing power and communications conduit for reuse.
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- Install the new ANPR system (front and rear cameras, cabling, mounting, tuning, etc.)
- Reuse the existing power and communications conduits.
- Conduct ANPR testing, verification, certification and commissioning.
- Reconnect/re-Install the Camera Washing System in the ORT and AET lanes.
- Perform final decommissioning of existing VES server(s) upon final system conversion.

B.4.3.2.2.5. Integration and Testing:
- Integrate new ANPR cameras with Lane Controllers.
- Modify TCS software applications and interfaces to transmit license plate images and associated data files to the Tollway's Accenture Tolling Solution (ATS).
- Conduct comprehensive field testing of the integrated ANPR cameras.

B.4.3.2.2.6. On-Going Maintenance:
- Once installed and commissioned for use, continue to provide on-going maintenance support of the new ANPR cameras (including routine camera cleaning) as part of the Awarded Offeror's TCS maintenance support.

B.4.3.2.3. In addition to the above efforts the Awarded Offeror shall provide the following deliverables throughout the ANPR implementation period:

B.4.3.2.3.1. Monthly progress reporting to Tollway:
- Schedule status/update.
- Previous weeks work completed.
- Monthly look ahead of scheduled efforts.
- Risks, Issues, Resolutions.

B.4.3.2.3.2. Shop and As-Built Drawings.
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B.4.3.2.3.3. Lane/camera testing and validation result records.

B.4.3.3. Automatic Toll Payment Machines (ATPMs)

B.4.3.3.1. Under a separate procurement the Tollway may procure new ATPMs to support the eventual phase out of its ACMs. Under this ATPM procurement, the provider will be responsible for the design, development, integration, implementation, warranty, and maintenance of the new ATPMs. The exact delivery and installation of each ATPM has not yet been determined. However the ATPM procurement will be structured to allow for additional ATPMs to be purchased on an as-needed basis. A copy of the Tollway’s current ATPM RFP has been provided as Exhibit 5 ATPM RFP.

B.4.3.3.2. To support the installation and integration of the ATPMs with the TCS, the Tollway may optionally choose to have the Awarded Offeror perform this effort as a Task Order (Note: Optional items are not included in scoring). Under this effort the Awarded Offeror shall provide the following:

B.4.3.3.2.1. Attend training and certification by the ATPM provider.

B.4.3.3.2.2. Manage and track inventory control of any ATPM provided materials.

B.4.3.3.2.3. Provide project management of installation efforts:

• Scheduling of installation efforts.

• Coordination with ATPM provider.

• Coordination with Tollway administration staff.

• Coordination with Tollway operations staff (scheduling, MOT, lane closures, etc.)

B.4.3.3.2.4. Perform the following Field Work activities:

• Uninstall and decommission the existing ACMs (ACM units, communications cabiling, power cabling, mounting brackets, pedestals, etc.)

• Retain the existing power and communications conduit for reuse.
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- Install the new ATPMs (ATPM units, cabling, mounting, etc.)
- Reuse the existing power and communications conduits.
- Conduct ATPM testing, verification, certification and commissioning.

B.4.3.3.2.5. Integration and Testing:

- Integrate new ATPMs with Lane Controllers, Plaza Host System, TCS Host and Money Count Room application.
- Interface the new APTMs with the Tollway’s credit card payment processor
- Modify TCS software applications to record and report on any transaction and payment data from the ATPMs.
- Conduct comprehensive field testing of the new ATPMs.

B.4.3.3.2.6. On-Going Maintenance:

- Once installed and commissioned for use continue to provide on-going maintenance support of the new ATPMs (both hardware and software) as part of the Awarded Offeror’s TCS maintenance support.

B.4.3.3.3. In addition to the above efforts the Awarded Offeror shall provide the following deliverables throughout the ATPM implementation period:

B.4.3.3.3.1. Monthly progress reporting to Tollway:

- Schedule status/update.
- Previous weeks work completed.
- Monthly look ahead of scheduled efforts.
- Risks, Issues, Resolutions.

B.4.3.3.3.2. Shop and As-Built Drawings.

B.4.3.3.3.3. ATPM commissioning records.
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B.4.3.4. Other Potential Optional Future Enhancements or Efforts (Note: Optional items are not included in scoring)

B.4.3.4.1. The Illinois Tollway strives to remain flexible around its approach to tolling as the technologies and industry practices continue to evolve. Additional future enhancements that the Awarded Offeror may be asked to perform include but are not limited to the following:

B.4.3.4.1.1. Purchase and/or Implementation/Installation of new tolling hardware and/or software equipment at plazas or lanes.

B.4.3.4.1.2. Decommissioning of existing toll lanes and equipment.

B.4.3.4.1.3. Conversion of lane/plaza serial network connections to Ethernet.

B.4.3.4.1.4. Support of 3rd party testing and use of the AET Test Plaza.

B.4.3.4.1.5. Takeover maintenance of cash management and money count room equipment.

B.4.3.4.1.6. Replacement of patron feedback lights with LED lights.

B.4.3.4.1.7. Replacement of conventional hard drives with solid state hard drives.

B.4.3.4.1.8. Automation and remote operation of the current camera wash system.

B.4.3.4.1.9. Installation of ANPR cameras in manual lanes, pursuing underpays at the ACMs.

B.4.3.4.1.10. Implementation of additional transponder radio frequency identification (RFID) protocols in the Tollway’s multiprotocol readers.

B.4.3.4.1.11. Upgrading cabinets around key technology components.

B.4.3.4.1.12. Leveraging overhead lasers to enhance vehicle classification.

B.4.3.4.1.13. Utilization of two levels of OCR to enhance automated license plate matching.
B.4.3.4.14. Utilization of emerging finger-printing technology to enhance automated license plate matching.

B.4.3.4.15. Incorporating and field testing of transponders with patron feedback.

B.4.3.4.16. Upgrading hardware and software to remain current, secure and PCI compliant.

B.4.3.4.2. The Awarded Offeror shall provide test plans and roll out plans that are acceptable to the Tollway for alternative solutions to obsolete parts, components, devices, etc.

B.4.3.4.3. The Tollway does not make any commitment to implementing any of these possible efforts. They are provided only to assist the Awarded Offeror in understanding the potential depth and resources possibly needed throughout the contract term.

B.4.3.5. **Intellectual Property Rights**

B.4.3.5.1. In the performance and delivery of any Task Order, the Awarded Offeror shall retain no Intellectual Property Rights to any technology or business process developed or modified for the Tollway.

B.4.3.5.2. TCS software module modifications shall be the property of the original Licensor and any custom technology or business process developed outside of the TCS shall be the sole property of the Illinois Tollway.

**B.5. Awarded Offeror Management Requirements**

B.5.1. **General**

B.5.1.1. In providing the various levels of services under this project, the Awarded Offeror shall adhere to the following requirements related to overall management of its efforts.

B.5.2. **Documentation and Reporting**

B.5.2.1. **Maintenance Plan**

B.5.2.1.1. The Awarded Offeror shall develop, maintain and update a Maintenance Plan, as a major deliverable throughout this Contract.

B.5.2.1.2. The Maintenance Plan shall provide a comprehensive approach and framework for how the Awarded Offeror will execute its efforts throughout the term of the Contract.
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B.5.2.1.3. The Maintenance Plan shall be used by the Awarded Offeror, as well as the Tollway, to establish and follow a standard methodology for providing TCS maintenance services.

B.5.2.1.4. The Maintenance Plan shall be maintained as a ‘living document’ and shall be updated periodically by the Awarded Offeror with input and approval from the Tollway. Updates may include, but are not limited to: changes in policy, procedures, additions of new technologies, staff changes, etc.

B.5.2.1.5. Upon project startup, the Awarded Offeror shall begin development of the initial Maintenance Plan.

B.5.2.1.6. The Awarded Offeror shall develop and provide the initial plan following the contract award according to the schedule in Table A-6: Maintenance Plan Delivery Schedule.

Table A-6: Maintenance Plan Delivery Schedule

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detailed Draft Outline</td>
<td>10 Days from NTP</td>
</tr>
<tr>
<td>Draft Maintenance Plan</td>
<td>30 Days from NTP</td>
</tr>
<tr>
<td>Review Workshop (Tollway and Awarded Offeror)</td>
<td>45 Days from NTP</td>
</tr>
<tr>
<td>Final Draft Maintenance Plan</td>
<td>60 Days from NTP</td>
</tr>
<tr>
<td>Approved Maintenance Plan</td>
<td>70 Days from NTP</td>
</tr>
<tr>
<td>End of Term Transition Plan</td>
<td>6 months from NTP</td>
</tr>
<tr>
<td>Maintenance Plan Updates</td>
<td>As-needed (Minimum annually)</td>
</tr>
</tbody>
</table>

B.5.2.1.7. The Maintenance Plan shall include, but is not limited to, such items as the following:

B.5.2.1.7.1. Document Version Control/Update Details

B.5.2.1.7.2. Maintenance Management & Personnel:

- Maintenance Roster/Organization Chart

B.5.2.1.7.3. Maintenance Methodology and Procedures:

- Corrective Maintenance
- Predictive Maintenance
- Preventive Maintenance
- Repair and Replacement Procedures (summary level, actual detailed procedures, manuals may be referenced)
- Lane Closings, Maintenance of Traffic
B.5.2.1.7.4. Service Call/Work Order Procedures (Technicians)(24/7 X 365):

- Technician Responsibility- Notification & Acknowledgement
- Call Escalation
- Work Order Management
- Reporting of Work Orders (or incidents with actual or potential loss of data)

B.5.2.1.7.5. Staffing Plan

B.5.2.1.7.6. Safety Procedures

B.5.2.1.7.7. Spare Parts and Inventory Control Procedures

B.5.2.1.7.8. Maintenance Activity Reporting and Control Procedures

B.5.2.1.7.9. Maintenance Vehicle Types (necessary for routine toll maintenance, as well as capable of transporting heavy equipment such as ATPMs)

B.5.2.2. Recording of Maintenance Activities

B.5.2.2.1. The Awarded Offeror shall log any reported maintenance activities in the AMMS.

B.5.2.2.2. The Awarded Offeror shall document any information and issues related to any event or effort including both corrective and preventive maintenance in the AMMS.

B.5.2.2.3. The Awarded Offeror shall ensure that their maintenance staff and Tollway personnel have real-time access to the AMMS and any required connections are established and on-going to ensure that the Maintenance staff maintains access, including required remote units.

B.5.2.2.4. The Awarded Offeror shall maintain current, complete, and accurate records for any field and shop maintenance activities.

B.5.2.2.5. The AMMS shall track and record any maintenance activities over a user specified time period. This shall include, but is not limited to:

B.5.2.2.5.1. Type of notification.

B.5.2.2.5.2. System type failure.
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B.5.2.2.5.3. Location ID.

B.5.2.2.5.4. Lane #, if applicable.

B.5.2.2.5.5. Equipment failure and description (including manufacture date, installation date, etc.)

B.5.2.2.5.6. Work or service performed.

B.5.2.2.5.7. Status of failure.

B.5.2.2.5.8. Technician(s) or personnel assigned.

B.5.2.2.5.9. Parts replaced, including serial numbers and other descriptions.

B.5.2.2.5.10. Dates and times the action started and completed.

B.5.2.2.5.11. Verification that the service performed did indeed resolve the specific failure.

B.5.2.3. Performance Analytics

B.5.2.3.1. The Awarded Offeror shall provide ongoing system performance analytics throughout the term of the Contract; to determine areas of potential improvements, degradations in performance, and other trend analyses.

B.5.2.3.2. The data analytics shall focus on two primary aspects of the Tollway’s TCS:

B.5.2.3.2.1. System Performance – The Awarded Offeror shall conduct periodic analyses of the TCS performance data in an effort to identify such aspects as problem areas, potential risks, potential improvements, new technologies, etc. These analyses shall include but are not limited to the following:

- Equipment/Component failure rates.
- Replacement rates.
- Warranty repair rates and expiration dates.
- Loss or degradation of performance (accuracy, availability).
- Time of event (time, date, weather, season, etc.).
• Root cause analyses of failures.

• Frequent part replacement trend analysis (proactive identification of a part that is frequently going bad/not meeting its useful life and resourcing that part from a different vendor).

• TCS components that are in danger of no longer being supported by their manufacturer.

• Correlation of equipment performance to traffic data (volumes, vehicle class, etc.) and expected toll revenue as recorded by the TCS (the Awarded Offeror will be provided access to TCS traffic data and shall utilize this data to prepare equipment performance to traffic correlation statistics for the Tollway).

B.5.2.3.2.2. Maintenance Performance – The Awarded Offeror shall also perform periodic analyses of the overall maintenance activities performed by the Awarded Offeror’s field staff to identify potentially problematic maintenance routines, risks, and improvements in processes/policy. It is not the Tollway’s intention to use these analytics to specifically find fault or error in the Awarded Offeror’s performance, but rather to find improvements through changes in the way maintenance efforts are carried out.

B.5.2.3.3. As a key member of the maintenance team, the Awarded Offeror shall provide a technical analytics lead with the specific skill sets required to support the various data and trend analysis for the Tollway’s TCS.

B.5.2.3.4. This technical analytics lead and other key staff assigned to support this role shall be dedicated to the Tollway and shall meet with the Tollway on a regularly scheduled basis to review the analytics.

B.5.2.3.5. They shall also be accessible for inquiry by Tollway staff on an as-needed basis.

B.5.2.3.6. The Awarded Offeror is encouraged to setup a maintenance user group of their various toll collection system maintenance leads to routinely provide information and lessons learned from other system deployments to the Tollway during this Contract.
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B.5.2.4. **Awarded Offeror/Tollway Status Reporting**

B.5.2.4.1. As part of the overall management of its efforts, the Awarded Offeror shall conduct periodic status meetings with the Tollway and its designated staff. The Awarded Offeror shall conduct status meetings at the following intervals.

B.5.2.4.2. **Weekly Maintenance Reporting** – The purpose of the weekly status meeting and reporting is to provide the Tollway with a detailed summary of the previous week’s maintenance efforts.

B.5.2.4.2.1. The weekly status meeting shall be conducted and attended by the Awarded Offeror’s field supervisor(s) and designated operations staff from the Tollway.

B.5.2.4.2.2. The weekly reporting shall cover such items as:

- Corrective Maintenance efforts performed (i.e. CAR) (reported by plaza/location).
- Preventive Maintenance efforts performed (i.e. PAR) (reported by plaza/location).
- Predictive Maintenance efforts performed (reported by plaza/location).
- Reporting of number of each type of priority event (including response/repair time).
- Technician/Staffing issues or concerns.
- Potential risks or concerns.
- Performance Metrics reporting (System Availability and Awarded Offeror Performance).

B.5.2.4.3. **Monthly Maintenance & Project Status Meeting** – The monthly status meetings shall address in summary form the details from of the previous month’s (i.e. the previous 4 weeks) Corrective, Preventative, and Predictive maintenance activities.

B.5.2.4.3.1. Additionally the monthly meeting shall also address Task Order assignment efforts, which may be underway.
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B.5.2.4.3.2. The Awarded Offeror’s Project Manager shall conduct the monthly meetings and will meet with designated Tollway operations and management staff.

B.5.2.4.3.3. Specific reports to be provided with the monthly status meeting shall be provided no less than 2 business days prior to the scheduled meeting. The monthly reporting shall cover such items as:

- Corrective maintenance efforts summary.
- Preventative maintenance efforts summary.
- Predictive maintenance efforts summary.
- Asset Management Status:
  - Spares Inventory.
  - Open/closed purchase orders.
  - Warranty Items.
- Performance metrics summaries of individual technicians.
- Performance metrics reporting (System Availability, System Accuracy, and Awarded Offeror Performance).
- Staffing Issues/Concerns.
- Corrective response times (compliant/non-compliant), including summary of service credits to be applied.
- System Availability reporting (compliant/non-compliant), including summary of service credits to be applied.
- Trend Analysis and monitoring.
- Risks Issues/Concerns.
- Progress reporting for any Task Order efforts.

B.5.2.4.4. Annual Project Status Meeting – On an annual basis the Awarded Offeror shall also present and report to the Tollway’s executive staff on the previous year’s performance.
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B.5.2.4.4.1. The intent of this meeting shall be to discuss the overall status of the Awarded Offeror's maintenance efforts and performance and abilities of the TCS. The annual report/meetings shall cover such items as:

- Overall ability of the Awarded Offeror’s efforts in meeting the required performance standards.
- Assessment and status of the overall performance capabilities of the TCS and/or its subsystems.
- Status of any ongoing or completed Task Order efforts.
- Review of staffing levels, personnel issues, or concerns.
- Changes in maintenance methodology or processes.
- Trend analyses and data analytics results.
- Potential recommendations, outlooks for the future year.

B.5.2.4.5. As part of the Awarded Offeror’s periodic status reporting to the Tollway they shall also provide the following reports listed in Table A-7: Awarded Offeror Reporting Frequency, based on the frequency identified in Table A-7: Awarded Offeror Reporting Frequency.
## Table A-7: Awarded Offeror Reporting Frequency

<table>
<thead>
<tr>
<th>Report</th>
<th>Frequency</th>
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<td>Corrective Maintenance Work Order Status</td>
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<td>Corrective Maintenance Backlog</td>
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<td>Preventive Maintenance Work Order Status</td>
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<td>Predictive Maintenance Reporting</td>
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<td>Response and Repair Time Performance</td>
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<td>System Availability Performance</td>
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<td>Staff Productivity Report</td>
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<td>Equipment Inventory Status Change</td>
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<td>Purchase Order Status</td>
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B.5.3. **Maintenance Staffing, Tools And Equipment**

B.5.3.1. **Minimum Staffing Requirements**

B.5.3.1.1. The Awarded Offeror shall provide the necessary staffing levels to fulfill the obligations of this Contract.

B.5.3.1.2. Any Awarded Offeror staff shall operate under the supervision of the Tollway.

B.5.3.1.3. The Tollway shall have the right to request staffing changes in the event that the Tollway feels the particular individual is not beneficial to the maintenance and upkeep of the TCS.

B.5.3.1.4. Awarded Offeror staff members shall be available for routine Corrective, Preventive, and Predictive maintenance activities including, software application maintenance support on a 24 hr./day x 7 day/week x 365 day/year basis.

B.5.3.1.5. During weekday business hours, the Tollway shall also have the right to assign and/or utilize, if available, any staff member for Tollway designated activities regarding the maintenance of the TCS.

B.5.3.1.6. On-call staff during weekend or off hours shall be considered to be part of the TCS Corrective Preventive and Predictive maintenance services to meet the required Priority level response/repair times and system availability times.

B.5.3.1.7. Field staff shall be assigned to staggered work schedules; such that they have rotating days off, while ensuring that the Tollway has sufficient weekend coverage for TCS Corrective Preventive and Predictive maintenance services without having to pay overtime.

B.5.3.1.8. No overtime charges shall be billed to the Tollway unless specifically authorized by the Tollway for work not considered as part of any Corrective, Preventive or Predictive maintenance effort.

B.5.3.2. **Key Staff Roles**

B.5.3.2.1. The Awarded Offeror may manage and organize its maintenance team at its own discretion. However, the Awarded Offeror shall assign and fulfill the following key roles for this project at a minimum.
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B.5.3.2.2. Project Manager:

B.5.3.2.2.1. The Awarded Offeror shall provide both a dedicated Project Manager and Assistant Project Manager to oversee and manage this Contract.

B.5.3.2.2.2. The Project Manager and Assistant Project Manager shall reside locally in the greater Chicago area and be dedicated on a full time basis for this Contract.

B.5.3.2.2.3. The Project Manager (with support from the Assistant Project Manager) shall serve as the primary point of contact between the Awarded Offeror and the Tollway regarding project administrative issues and activities.

B.5.3.2.2.4. The Project Manager shall also have the authority and capability to represent and act on behalf of the Awarded Offeror.

B.5.3.2.3. Lead Technician:

B.5.3.2.3.1. The Awarded Offeror shall assign one or multiple Lead Technicians to manage the Awarded Offeror’s team of field technicians.

B.5.3.2.3.2. The Lead Technician shall report directly to the Awarded Offeror’s Project Manager.

B.5.3.2.3.3. The Lead Technician shall be geographically assigned throughout the Tollway’s system to support local management of field staff.

B.5.3.2.3.4. The Lead Technician shall interface directly with Tollway plaza operations staff, as well as, upon delegation from the Project Manager and with concurrence from the Tollway.

B.5.3.2.4. Field Technician(s):

B.5.3.2.4.1. The Awarded Offeror shall utilize Field Technicians to support any Corrective, Preventive and Predictive maintenance efforts.

B.5.3.2.4.2. Field Technicians shall be properly trained and certified (where appropriate) to repair and/or replace the various TCS components.

B.5.3.2.4.3. Field Technicians shall report directly to their respective Field Supervisor.
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B.5.3.2.4. Field Technicians shall also interact directly with Tollway plaza operations staff and/or those designated by the Tollway.

B.5.3.2.5. Licensed Electrician:

B.5.3.2.5.1. The Awarded Offeror shall have at least one Licensed Electrician on staff that can perform or oversee work in any of the 12 counties in Northern Illinois traversed by the Tollway system.

B.5.3.2.6. AMMS Administrator:

B.5.3.2.6.1. The Awarded Offeror shall provide a dedicated AMMS Administrator to manage the AMMS.

B.5.3.2.6.2. The AMMS Administrator shall be responsible for overall management, administration and upkeep of the AMMS.

B.5.3.2.6.3. The AMMS Administrator shall report directly to the Awarded Offeror’s Project Manager and may interact directly with designated Tollway personnel.

B.5.3.2.7. Asset Management Supervisor:

B.5.3.2.7.1. The Awarded Offeror shall provide a dedicated Asset Management Supervisor to oversee and manage the Awarded Offeror’s local warehouse and shop facility.

B.5.3.2.7.2. The Asset Management Supervisor shall also serve as the AMMS coordinator for the Tollway.

B.5.3.2.7.3. The Asset Management Supervisor shall be responsible for the management of any TCS assets, inventory, and spare parts control including but is not limited to: tracking and monitoring of any warranty items/status, purchasing, receiving, and shipping.

B.5.3.2.7.4. The Asset Management Supervisor shall report directly to the Awarded Offeror’s Project Manager and may interact directly with designated Tollway personnel.
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B.5.3.2.8. Technical Analytics Lead:

B.5.3.2.8.1. As part of its key staff, the Awarded Offeror shall also assign a Technical Analytics Lead with the requisite skills to support trend analyses and data analytics.

B.5.3.2.8.2. The Technical Analytics Lead shall possess senior level experience in management and performance data analyses, dashboard development and business intelligence reporting including both data analysis, as well as, the ability to interpret results and present findings, solutions, or other recommendations.

B.5.3.2.8.3. The Technical Analytics Lead shall work directly with the Tollway in an interactive manner.

B.5.3.2.8.4. The Technical Analytics Lead shall have the experience and knowledge of data analytics, business intelligence, and an understanding of the performance characteristics of tolling systems and technologies.

B.5.3.2.8.5. The Technical Analytics Lead shall demonstrate knowledge of best practices used in the industry and offer potential insights into new technical and operational solutions to enhance revenue collection or reduce costs to the Tollway’s TCS.

B.5.3.2.8.6. Tollway personnel shall have access to the analysis and reporting tools used by the Technical Analytics Lead.

B.5.3.2.9. Software/Technical Lead:

B.5.3.2.9.1. The Awarded Offeror shall provide a Software/Technical Lead dedicated to this project.

B.5.3.2.9.2. The Software/Technical Lead shall have overall responsibility for managing the various aspects of TCS software elements and products, working with any 3rd party software providers and any custom provided software to maintain and support the TCS.
B.5.3.2.9.3. Additionally the Software/Technical Lead shall manage the support and oversight of any future efforts, new implementations, technology reviews as may be directed by the Tollway.

B.5.3.2.10. Network/Communications Lead (Optional Item Note: Optional items are not included in Technical or Price scoring.):

B.5.3.2.10.1. The Awarded Offeror shall provide a dedicated Network/Communications Lead for this project.

B.5.3.2.10.2. The Network/Communications Lead shall have overall responsibility for managing the TCS’s network communication infrastructure.

B.5.3.2.10.3. The Network/Communications Lead shall work closely with the Tollway’s IT and communications staff in day to day monitoring of the TCS’s communications, troubleshooting and repair.

B.5.3.2.10.4. The Network/Communications Lead shall also manage and support any future efforts, as directed by the Tollway.

B.5.3.3. Staffing Plan

B.5.3.3.1. As a component of the Maintenance Plan the Awarded Offeror shall also develop, provide, and maintain a detailed Staffing Plan.

B.5.3.3.2. The Staffing Plan shall represent in detail how the Awarded Offeror will manage and assign the necessary staff and resources to support both the TCS maintenance, as well as, any Task Order assignments.

B.5.3.3.3. The Staffing Plan shall be reviewed and updated at a minimum on an annual basis and submitted to the Tollway.

B.5.3.3.4. In the event there are any changes in personnel, team organizations, staffing levels, etc. the Awarded Offeror shall update the Staffing Plan at such time and submit to the Tollway. Staff members shall be available for routine Corrective, Preventive, and Predictive maintenance activities including, software application maintenance support on a 24 hr. /day x 7 day/week x 365 day/year basis. Appropriate coverage during absence, vacation and any reductions to normal staffing shall be supported by the Offeror at no additional charge to the Tollway.
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B.5.3.4. Personnel Training

B.5.3.4.1. Training Materials and Ongoing Education:

B.5.3.4.1.1. The Awarded Offeror shall provide professional quality training materials including but is not limited to: manuals; videos, computer based training, and “hands-on” demonstrations.

B.5.3.4.1.2. The Awarded Offeror shall provide refresher and remedial training, continuing education, as necessary and required.

B.5.3.4.1.3. The Awarded Offeror shall also provide any requisite training and or certifications, which may be required by any 3rd party equipment or subsystem provider.

B.5.3.4.1.4. The Awarded Offeror shall ensure that an adequate number of its staff are properly trained and certified, where applicable.

B.5.3.4.2. Training Program:

B.5.3.4.2.1. Training programs shall be developed “in-house” by the Awarded Offeror or by any of the other following: an accredited or certified third party educational company, community college, or vocational technical school.

B.5.3.4.2.2. For 3rd party equipment or subsystem providers requiring specific training, the Awarded Offeror shall adhere to the provider’s recommended training program.

B.5.3.4.3. Training Records:

B.5.3.4.3.1. The Awarded Offeror shall maintain training records in employee personnel files and make the information available as part of the annual reporting to the Tollway.

B.5.3.5. Staff Certifications and Licenses

B.5.3.5.1. Any Awarded Offeror staff engaged in the maintenance, repair, and troubleshooting of the TCS shall be qualified, properly licensed, OSHA safety trained, and authorized under applicable laws and regulations, both local and national.
B.5.3.5.2. The Awarded Offeror shall provide technical personnel that meet applicable State and Local laws for providing technical services in the execution of work for this Contract.

B.5.3.5.3. Although the State of Illinois does not have a statewide electrical contractor license, many of the local jurisdictions require a licensed electrical contractor to perform work on both high and low voltages system.

B.5.3.5.4. The Illinois Tollway’s roadway network extends through 12 counties in northern Illinois. Many of these areas require a Licensed Electrician to perform the work. As such, the Tollway requires that the Awarded Offeror have at least one Licensed Electrician, who can perform or oversee work in any of the jurisdictions traversed by the Tollway.

B.5.3.5.5. In addition, some jurisdictions such as Cook County and its unincorporated regions require a licensed low voltage electrician or Voice/Data/Video (VDV) licensed electrician. The Awarded Offeror shall be responsible for knowing what tolling locations fall within these local requirements and having the appropriate licensed personnel to perform the work.

B.5.3.5.6. In new Automatic Vehicle Identification (AVI) installations, the Tollway engages Kapsch TrafficCom (Kapsch), the AVI system manufacturer, for the certification of the new toll lanes. The Tollway periodically re-tunes the existing AVI lanes and shall require the Awarded Offeror under this Contract to coordinate and facilitate this service with the option to utilize Kapsch to re-certify the lanes.

B.5.3.5.7. Additionally, the Tollway will also allow the Awarded Offeror to tune and re-certify the AVI lanes themselves provided that the Awarded Offeror’s staff is properly experienced with Kapsch AVI systems, as well as trained or certified through Kapsch.

B.5.3.6. Staff Background Checks and Security

B.5.3.6.1. Any Awarded Offeror personnel shall be subjected to appropriate drug screening, security and background checks to the satisfaction of the Tollway.

B.5.3.6.2. The Awarded Offeror shall obtain prior approval from the Tollway before staff members can begin working on-site.

B.5.3.6.3. The Awarded Offeror shall prepare detailed onboarding and exiting procedures to the Tollway, for their technicians and maintenance staff.
B.5.3.6.4. To allow the Tollway to manage staff authorizations and access to the Tollway’s systems, the Awarded Offeror shall inform the Tollway when technicians join or leave the maintenance team.

B.5.3.6.5. Awarded Offeror’s personnel will be issued Tollway credentials and identification badges. Staff shall properly wear/display their credentials, at any time when on Tollway properties and facilities.

B.5.3.6.6. Use of credentials for any other purposes other than work associated with this Contract, may result in confiscation of such credentials and/or further disciplinary action. In such events the Awarded Offeror shall be responsible to remedy the issue and shall remain obligated to fulfill the staffing requirements of the Contract.

B.5.3.6.7. The services and work performed under the Contract are considered highly confidential. Awarded Offeror and subconsultant employees (both on-site and off-site) shall not discuss their work with any unauthorized individuals (i.e. Tollway toll collectors, unauthorized Tollway personnel, or any individuals not directly associated with the Tollway project/contract).

B.5.3.6.8. For the sole purpose of troubleshooting and/or diagnostic efforts, contact with toll collectors shall be limited to problem data gathering only.

B.5.3.6.9. The Awarded Offeror shall not disclose any unrelated information, other than what may be necessary to perform their necessary duties.

B.5.3.6.10. Discussion of any services or work performed on this project with the media, in oral presentations, in written publications, or in any other form must be approved in advance by Tollway.

B.5.3.7. Safety

B.5.3.7.1. The Awarded Offeror shall adhere to applicable safety standards and guidelines for working on or around construction zones, energized equipment, active roadways, and the general maintenance environment, including but is not limited to the following:

- OSHA/NIOSH
- NEMA
- NEC
- FHWA
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- Any other local, state, or Federal ordinance, procedure, or guidelines that provides for a safe operation and working environment.

B.5.3.8. Required Equipment, Tools and Materials

B.5.3.8.1. Field Technician Tools:

B.5.3.8.1.1. The Awarded Offeror shall provide and maintain any necessary equipment, test equipment, power tools, and special calibration devices necessary to perform their duties under this RFP/Contract.

B.5.3.8.1.2. Failure to adequately provide necessary tools and equipment shall not waive the Awarded Offeror of their obligations to meet the requirements stated in this RFP.

B.5.3.8.2. Awarded Offeror Provided Vehicles:

B.5.3.8.2.1. The Awarded Offeror shall provide the necessary and appropriate vehicles to fully support the maintenance of the TCS.

B.5.3.8.2.2. Field Technician vehicles shall be equipped by the Awarded Offeror with any necessary equipment, machinery, tools, test equipment, spare parts, repair parts, and consumables as appropriate to facilitate the undertaking of Corrective and Preventive Maintenance of the TCS.

B.5.3.8.2.3. The Awarded Offeror shall also provide ‘bucket truck’ type vehicles within its vehicle fleet.

B.5.3.8.2.4. The bucket trucks shall be required to accommodate any activities, which may require overhead work on the TCS.

B.5.3.8.2.5. The Awarded Offeror shall provide a minimum of two (2) bucket trucks; however the Awarded Offeror may employ additional bucket trucks at their own discretion.

B.5.3.8.2.6. In addition to providing bucket trucks, the Awarded Offeror shall also provide trucks with lift gate capabilities that are capable of transporting larger and heavier TCS equipment and components of at least 1,000 lbs., such as ACMs and future ATPMs.
The Maintenance Plan shall identify the tools, test equipment, and parts that are to be carried in each maintenance vehicle.

The Awarded Offeror shall ensure that Field Technicians and or other staff assigned to any vehicle requiring special operator’s licenses (i.e. commercial driver’s license) are trained and appropriately certified to operate such vehicle.

Awarded Offeror vehicles shall display their company logo and relevant information so that they are easily identified by the Illinois State Police that support the Illinois Tollway.

Additional identification, markings, or advertisements require approval in advance by the Tollway.

The Awarded Offeror shall pay tolls for any vehicles traversing the Tollway’s roadways.

**B.5.4. Maintenance Facilities and Locations**

**B.5.4.1. Awarded Offeror Maintenance Warehouse/Shop**

The Awarded Offeror shall establish and maintain a dedicated maintenance warehouse and shop for this project.

The maintenance warehouse and shop shall serve as the primary location for warehousing/storage of any spare parts, consumables, tools, etc.

The maintenance shop shall house any tools, test equipment, spare parts, repair parts, documentation, and personnel required to manage and support the maintenance activities.

The Awarded Offeror shall provide adequate safeguards against theft, damage, or loss of the spare parts.

The Awarded Offeror shall ensure that any spare parts and/or assets of the Tollway’s are separately identifiable with respect to any other property owned by the Awarded Offeror or any Third Party.

Any Tollway spare parts lost or damaged, due to the negligence, intentional acts, or omission of the Awarded Offeror or its employees, subcontractors, agents, or invitees shall be replaced by the Awarded Offeror at their sole cost.
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B.5.4.1.7. The Awarded Offeror shall be responsible for maintaining insurance against loss or damage to the spare parts (due to mishandling, improper storage, theft, casualty, etc.).

B.5.4.2. Tollway Spare Parts and Assets

B.5.4.2.1. The Awarded Offeror shall establish a local project office and warehouse facility that is located within the northern Illinois region in proximity to the Tollway's roadways.

B.5.4.2.2. The local project office shall have a core on-site support team; however, the Tollway reserves the right to require Key Personnel to co-locate within the Tollway’s Central Administration building in Downers Grove, IL or other Tollway facility, as desired by the Tollway.

B.5.4.2.3. The Awarded Offeror shall be responsible to provide adequate space for maintenance management activities and work facilities.

B.5.4.2.4. The warehouse facility space shall be capable of supporting the maintenance of hardware and software for the entire Tollway TCS.

B.5.4.2.5. The facility shall house spare parts, documentation, communications, and the personnel necessary to maintain the entire TCS.

B.5.4.2.6. The Awarded Offeror shall provide a complete list of any necessary items, tools, and equipment required for the repair, testing, and routine preventive maintenance of the lane systems.

B.5.4.2.7. The Awarded Offeror shall also provide any special instructions needed in connection with utilization of the maintenance equipment and/or tools.

B.5.4.2.8. The Awarded Offeror shall take possession and responsibility of the Tollway's TCS spare parts on behalf of the Tollway at all times; whether at the warehouse facility, Downers Grove or as the inventory maintained by technicians in their vehicles or in-transit for equipment repairs.

B.5.4.2.9. The Awarded Offeror shall perform the transfer of existing spare parts inventory in coordination with the Asset management division.

B.5.4.2.10. Ownership of these assets shall remain in the Tollway's name, but the responsibility of the Awarded Offeror when in transport.

B.5.4.3. Tollway Provided Maintenance Sites
B.5.4.3.1. In addition to the Awarded Offeror provided maintenance shop, the Tollway can provide additional ‘satellite’ storage space at the following existing Tollway plaza buildings:

- Plaza 05
- Plaza 08
- Plaza 13
- Plaza 24
- Plaza 31
- Plaza 36
- Plaza 37
- Plaza 40
- Plaza 41
- Plaza 47
- Plaza 58
- Plaza 67
- Plaza 97

B.5.4.3.2. The above facilities will be made available on an “as-is” basis and should be considered limited space primarily to support storage of spare parts.

B.5.4.3.3. The Awarded Offeror shall not assume that these locations are suitable as workspace or office space.

B.5.4.3.4. Safety and security within the provided above-described work or storage spaces shall be the responsibility of the Awarded Offeror.

B.5.4.3.5. Any furnishing of the facilities will be the responsibility of the Awarded Offeror.

B.5.5. Maintenance of Traffic (MOT)

B.5.5.1. General

B.5.5.1.1. In performance of certain maintenance efforts the Awarded Offeror may be required to close a lane to traffic in order to perform the required efforts.

B.5.5.1.2. Lane closures and corresponding Maintenance of Traffic (MOT) needs will differ depending on location and lane/plaza type.

B.5.5.1.3. Conventional Lane MOT – These lane closures apply to Manual, ACM (and future ATPM), and IPO type lanes within mainline and ramp plazas:

B.5.5.1.3.1. The MOT required for these lane types typically involves the lane closure (red canopy light) and safety cone placement upstream from the lane.
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B.5.5.1.3.2. For any efforts requiring a lift or bucket truck in the lane, the Awarded Offeror shall also provide an additional vehicle with appropriate flashing light indicators in front (upstream) of the bucket truck in use.

B.5.5.1.3.3. The Awarded Offeror shall coordinate with Tollway plaza staff, Roadway Maintenance staff and Business Systems staff, during any conventional lane closures, which shall be carried out at any time during the year.

B.5.5.1.4. ORT Lane MOT – These lane closures shall apply to ORT zones and ORT lanes at the mainline plazas:

B.5.5.1.4.1. Depending on the specific type of maintenance effort to be performed, the MOT required may involve partial ORT zone (i.e. single lane) or full ORT zone (all lanes) closure.

B.5.5.1.4.2. Any ORT lane closures shall be coordinated with the Tollway plaza staff, Business Systems staff, and the Road Maintenance Department and conform to the Tollway’s lane closure requirements.

B.5.5.1.4.3. The Awarded Offeror shall schedule preventive maintenance ORT lane closures at least four (4) times per year or once each quarter.

B.5.5.1.4.4. In the event ORT lane closures are needed outside of the scheduled closures, the Awarded Offeror shall coordinate with appropriate Tollway Roadway Maintenance staff, plaza staff, and Business Systems staff (at least one week in advance) to schedule the MOT closure based on the type of need (i.e. high priority corrective maintenance vs. scheduled preventive maintenance).

B.5.5.1.5. AET Lane MOT – Lane closures for AET zones and AET lanes shall be carried out in similar fashion to ORT Lanes. However, the Awarded Offeror shall be advised that due to physical limitations at some of the AET sites (e.g. such as on the new Elgin-O'Hare corridor) there is limited or no space for vehicle parking to service the equipment.

B.5.5.1.5.1. For performance of AET preventive maintenance, the Awarded Offeror shall
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schedule AET lane closures at least four (4) times per year or once each quarter.

B.5.5.1.5.2. The Awarded Offeror shall ensure that any AET lane closures are performed as 2-night partial lane closures; allowing some AET lanes open for travel at all times.

B.5.5.1.5.3. For high priority corrective maintenance, which may fall outside of these scheduled times the Awarded Offeror shall coordinate with appropriate designated Tollway staff to schedule emergency lane closures and MOT.

B.5.5.1.6. The Awarded Offeror shall adhere to the Tollway’s lane closure guidelines detailed in the following Tollway manuals:


B.5.5.2. Tollway Provided MOT (ORT/AET Lanes)

B.5.5.2.1. The Tollway will be the primary provider of MOT services for any needed lane closures in the ORT and AET lanes.

B.5.5.2.2. As stated above the Awarded Offeror shall coordinate closely with appropriate Tollway staff to schedule any needed lane closures and requests for MOT.

B.5.5.3. Awarded Offeror Provided MOT (Conventional Lanes)

B.5.5.3.1. MOT for lane closures in the conventional lanes as described above shall always be performed by the Awarded Offeror.

B.5.5.3.2. MOT within the conventional lanes shall be performed at no additional cost to the Tollway and shall be considered a typical activity in performance of any lane maintenance.

B.5.5.4. Awarded Offeror Provided MOT (ORT/AET Lanes) (Optional Item Note: Optional items are not included in Technical or Price scoring.)
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B.5.5.4.1. In addition to the Tollway providing MOT services the Awarded Offeror shall also be capable of providing its own MOT for ORT and AET lane closures.

B.5.5.4.2. From time to time the Tollway may request that the Awarded Offeror provide MOT and lane closure services to accommodate any maintenance efforts in the ORT and AET lanes. This effort may include rolling closures (plaza to plaza) or full closures at a specific plaza.

B.5.5.4.3. The Awarded Offeror shall have at least two (2) teams available to conduct rolling closures at the Tollway’s request.

B.5.5.4.4. The Awarded Offeror shall provide unit pricing for providing MOT in their cost proposal.

B.5.6. Transition of Maintenance Services

B.5.6.1. In-Bound Transition “Ramp-up”

B.5.6.1.1. To maintain a seamless transition between the current maintenance provider ETCC and the Awarded Offeror, the Awarded Offeror shall go through a maintenance transition period at the beginning of the Contract for a four (4) month period of time herein referred to as a ‘ramp-up’ period.

B.5.6.1.2. During this period the Awarded Offeror’s personnel shall learn about the operation of the existing lane TCS and be trained in maintaining the system and its components from ETCC and the Tollway. The Tollway anticipates that there shall be a transfer of maintenance knowledge from ETCC to the new Awarded Offeror.

B.5.6.1.3. Awarded Offeror personnel shall participate in programs provided by both ETCC and the Tollway such as:

B.5.6.1.3.1. Training – Classroom style training events

B.5.6.1.3.2. Documentation – Review of manuals, drawings and reports about the TCS, and maintenance activities

B.5.6.1.3.3. Presentations – PowerPoint or video based

B.5.6.1.3.4. “Ride-along” demonstration or On-the-Job training” experiences

B.5.6.1.3.5. Toll Subsystem specific training – AVI, AVC, VES, etc.

B.5.6.1.4. The Awarded Offeror shall identify specific personnel to be the “lead” for a particular expertise or skillset.
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B.5.6.1.5. During the ramp-up period, the Awarded Offeror shall also complete its establishment of a maintenance warehouse and shop facility, as described in Section B.5.4. Maintenance Facilities and Locations.

B.5.6.1.6. The establishment of the warehouse and shop facility shall also include the complete transfer of any TCS assets (spare parts, equipment, tools, etc.) owned by the Tollway.

B.5.6.1.7. Transfer of TCS assets shall also include any assets, which may reside in any other location such as various tollway locations (i.e. plazas).

B.5.6.2. Out-Bound Transition

B.5.6.2.1. The Contract Term for this project is an initial five (5) years with an optional five (5) years renewal. The Awarded Offeror shall provide maintenance transition support and services upon expiration of the term or earlier, if so instructed by the Tollway, per the conditions below.

B.5.6.2.2. Transition activities for this Contract shall overlap with start-up activities for a Successor.

B.5.6.2.3. The Awarded Offeror shall meet the following requirements for transitioning of any part of the TCS maintenance:

B.5.6.2.3.1. The transition shall take place within one-hundred-eighty (180) Calendar Days of notification from the Tollway.

B.5.6.2.3.2. The Successor may be another maintenance service provider or the Tollway.

B.5.6.2.3.3. The Awarded Vendor shall confer and cooperate with the Successor to determine the activities required to transition the TCS maintenance services in an orderly manner and to allow the transition to occur without interruption of services under the existing Contract.

B.5.6.2.3.4. The Awarded Vendor shall designate a Transition Manager who shall serve as the single point of contact for transition related activities.

B.5.6.2.3.5. Within thirty (30) Calendar Days of notification from the Tollway, of its intention to transition to the Successor, the Awarded Vendor shall make any updates necessary to be current. (See Section B.5.6.3 End of Term Transition Plan).
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B.5.6.2.3.6. The Awarded Offeror shall develop and submit an issue resolution process for the transition to the Tollway for approval as part of their End of Term Transition Plan (See Section B.5.6.3 End of Term Transition Plan).

B.5.6.2.3.7. The Awarded Offeror shall develop and submit a customer contact transfer plan (e.g., call-in numbers, P.O. boxes, and other items required for the transfer) to the Tollway for review and approval.

B.5.6.2.3.8. The Awarded Offeror shall develop and submit to the Tollway for review and approval an Operations Shutdown Plan.

B.5.6.2.3.9. Shut down activities shall include the confidential destruction of certain Tollway designated hardcopy and electronic records.

B.5.6.2.3.10. The Tollway may request that certain transition related documentation or functions be transferred to the Successor before the final transition date.

B.5.6.2.3.11. The Awarded Offeror shall respond to such requests from the Tollway within ten (10) Calendar Days.

B.5.6.2.3.12. Additionally the Awarded Offeror shall provide server/database/network access to the Successor for the TCS and subsystems.

B.5.6.2.3.13. The Awarded Offeror shall provide sufficient experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the Contract.

B.5.6.2.3.14. The Awarded Offeror shall provide support to help the Successor maintain the continuity and consistency of the Services required by the Contract.

B.5.6.2.3.15. The Awarded Offeror shall allow the Successor to conduct on-site interviews with their employees.

B.5.6.2.3.16. The Awarded Offeror shall review and update any Tollway TCS related business processes, procedures, database, business rules, and
related documentation as a part of the transition process.

B.5.6.2.3.17. The Awarded Offeror shall add any missing information and correct any deviations from current operating protocol and submit changes to the Tollway for review and approval per current Contract requirements.

B.5.6.3. End of Term Transition Plan

B.5.6.3.1. The Awarded Offeror shall develop and submit an End of Term Transition Plan for the Tollway’s review and approval.

B.5.6.3.2. The Awarded Offeror shall develop an initial End of Term Transition Plan within six (6) months of NTP.

B.5.6.3.3. The Awarded Offeror shall update the End of Term Transition Plan as appropriate and resubmit it for review and approval by the Tollway annually or after material changes in the Awarded Offeror’s AMMS, location(s), or contracted services.

B.5.6.3.4. The End of Term Transition Plan shall describe the steps the Awarded Offeror will take to support transition of the Awarded Offeror’s Services including but is not limited to the following:

B.5.6.3.4.1. The plan shall describe how the Awarded Offeror will meet with the Successor to facilitate handover of any Tollway data maintained in the AMMS and any other information and property of Tollway.

B.5.6.3.4.2. The plan shall describe in detail how the Awarded Offeror will support the transition and migration of any of the Tollway’s data to the Successor, discussing expectations of resources from the Awarded Offeror, Successor, Tollway and any other entity as necessary or applicable.

B.5.6.3.4.3. The plan shall demonstrate how the Awarded Offeror will ensure there are no disruptions to operations or to the system at any time and at any location during the final transition.

B.5.6.3.4.4. The Tollway may instruct the Awarded Offeror to modify the End of Term Transition Plan from time to time to ensure this provision for seamless operations is met.
c. **Existing System Description and Awarded Offeror Maintenance Responsibility**

C.1. **Overview**

C.1.1. This section of the RFP provides a description of the current toll collection system deployed throughout the Tollway.

C.1.2. The Awarded Offeror shall maintain the current system in conformance with the scope of services as defined in Section B – Technical Proposal Scope of Services.

C.1.3. The Illinois Tollway Toll Collection System (TCS) as of Dec 31, 2017 will collect tolls at 28 mainline plazas and 59 ramp plazas.

C.1.4. As of Dec 31, 2017 24 toll plazas will be attended by toll collectors with the remaining 63 toll plazas operating in unattended mode.

C.1.5. Of the 63 unattended toll plazas, 49 will have Automatic Coin Machines (ACMs) that accept cash in the form of coins or Automatic Toll Payment Machines (ATPMs) that accept coin and paper cash, credit cards, and other forms of mobile electronic payments, while the remaining 14 unattended toll plazas operate in All-Electronic Tolling (AET) mode whereby tolls are collected via electronic transponder and grace period toll payment via license plate image capture.

C.1.6. All of the attended toll lanes have Manual Lane Terminals (MLTs) that the toll collectors use to record the toll transactions, as well as toll lane gates to separate.

C.1.7. The Tollway utilizes four (4) different types or configurations of toll lanes in their TCS: Manual Lane Terminals (MLT) where collectors accept cash, high speed Open Road Tolling (ORT)/ All-Electronic Tolling (AET) lanes, lower speed I-PASS Only (IPO) lanes and Automatic Coin Machine (ACM) lanes.

C.1.8. The current breakdown of Tollway facilities and lane types is as shown below in Table A-8: Tollway Facility Inventory.
C.1.9. There are also six entrance/exit ramp (6) locations from the Tollway to roadways managed by the Illinois Department of Transportation where non-tolling Automatic Vehicle Identification (AVI) antennas are installed to detect vehicles for traffic management purposes.

C.1.10. The AVI equipment installed at these non-tolling locations are also maintained by the Tollway’s TCS maintenance provider.

C.1.11. These non-tolling locations are shown in Table below:

Table A-9: Current Non-Toll AVI Locations

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of AVI Antennas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Russell Road (I-94 north of Plaza 21)</td>
<td>1</td>
</tr>
<tr>
<td>Tower Road (I-94 east of Plaza 24)</td>
<td>1</td>
</tr>
<tr>
<td>Canfield Avenue (I-90 east of Plaza 19)</td>
<td>1</td>
</tr>
<tr>
<td>Near Hillside Tower (I-290 east of Plaza 51)</td>
<td>1</td>
</tr>
<tr>
<td>IL-394 (I-294/I-80 east of Plaza 47)</td>
<td>1</td>
</tr>
<tr>
<td>I-55 (I-355 south of Plaza 90)</td>
<td>1</td>
</tr>
<tr>
<td>Total Non-Toll Locations</td>
<td>6</td>
</tr>
</tbody>
</table>

C.1.12. This RFP provides summary information only about the existing TCS in order to protect the proprietary nature of the Tollway’s technology and infrastructure.
C.13. The Tollway anticipates providing more details during final Awarded Offeror negotiations based on need.

C.2. **Lane Systems**

C.2.1. **General**

C.2.1.1. The following describes the four (4) different types or configurations of toll lanes operated by the Tollway:


C.2.1.1.3. I-PASS Only (IPO) Lanes.

C.2.1.1.4. Open Road Tolling (ORT) and All Electronic Tolling (AET) Lanes.

C.2.2. **Manual (MLT) Lanes**

C.2.2.1. **Overview**

C.2.2.1.1. Manual Lanes are conventional dedicated lanes within mainline toll plazas for motorists who desire to pay their toll by cash or do not have a valid electronic transponder.

C.2.2.1.2. These lanes are staffed by toll collectors who work on a shift basis to allow 24x7x365 cash payment service.

C.2.2.1.3. Manual lanes are typically 12 feet wide and contain a toll booth that sits under an overhead canopy.

C.2.2.1.4. Manual lanes typically consist of the following equipment:

C.2.2.1.4.1. Lane Controller

C.2.2.1.4.2. AVI Antenna and Reader

C.2.2.1.4.3. Fiber Optic Treadle and Treadle Card

C.2.2.1.4.4. Loops and Loop Card

C.2.2.1.4.5. Manual Lane Terminal Keyboard and Display

C.2.2.1.4.6. Button Box (Gate Over Ride, Unmanned Operations)

C.2.2.1.4.7. Receipt Printer

C.2.2.1.4.8. Proximity Card Reader

C.2.2.1.4.9. Gate, Gate Controller, and Photosensor Optics
C.2.2.5. The manual lane consists of a lane controller that compiles inputs from the AVI antenna and reader, loops, treadles, manual lane terminal keyboard, photosensor optics, button box, and proximity card reader (for toll collector identification). From those inputs, it then produces outputs to the manual lane terminal display, receipt printer; gate and patron feedback lights, and provides data to produce toll collector tours and segments of duty.

C.2.2.6. The Tollway currently operates 146 Manual Lanes and maintenance of the MLT lanes are typically done daily.

C.2.2.2. Lane Controller

C.2.2.2.1. Each manual lane is controlled by a single lane controller.

C.2.2.2.2. Lane Controller Hardware:

C.2.2.2.2.1. The lane controller is based on a 2-U, rack-mount computer with a passive Industry Standard Architecture (ISA)/PCI backplane and PCI peripheral cards.

C.2.2.2.2.2. The lane controller is a single-board computer with a hard disk drive, power supply and PCI cards, all of which are standard computer industry catalog items and was recently upgraded with a new industrial computer in 2013.

C.2.2.2.2.3. Manual lanes use a single-lane lane controller where they are installed in shelf-mount chassis located inside each toll booth.

C.2.2.2.2.4. The lane controller uses a point-to-point communications scheme between the lane controller and the peripherals. This architecture provides a robust link between the lane controller and each peripheral, while maintaining autonomy of each lane.

C.2.2.2.2.5. All input/output (I/O) modules used in the lane controller design are COTS.

C.2.2.2.2.6. Serial I/O, discrete (or digital) I/O, Ethernet and other lane device communications are supported.
by ETCC’s new RITE Redundant Communications (RRC) lane interface system.

C.2.2.3. Lane Controller Software:

C.2.2.3.1. The lane controller custom software is provided by Information Methods, Inc. (IMI).

C.2.2.3.2. An embedded real-time operating system (Linux) is implemented on the lane controller to handle the interfaces of multiple roadway sensors and inputs.

C.2.2.4. The Awarded Offeror shall maintain the lane controller hardware and software installed in manual lanes.

C.2.2.3. AVI Antenna and Reader

C.2.2.3.1. The AVI antennas (1 per manual lane) and readers (1 per up to 8 manual lanes) installed in manual lanes are provided by Kapsch and also include RF lane modules, associated ultra-low loss coaxial feed line, attenuators, and adapters.

C.2.2.3.2. The Tollway is in the process of upgrading all AVI readers with the Kapsch “Janus” multi-protocol reader (MPR2) model.

C.2.2.3.3. The Janus and Badger readers both support redundant reader configurations acting as primary and secondary AVI readers.

C.2.2.3.4. The AVI antenna used in the manual lane is the Kapsch model IAG-3 antenna.

C.2.2.3.5. The antenna is typically mounted to the underside of the canopy or structure at a height of approximately 16-18 feet above the pavement.

C.2.2.3.6. The redundant AVI readers are currently connected to the network via RS-232 or RS-422 serial communications. The Tollway is currently in the process of migrating to Ethernet connectivity for the TCS.

C.2.2.3.7. The Awarded Offeror shall maintain the AVI readers and antennas installed in manual lanes.

C.2.2.4. Fiber Optic Treadle

C.2.2.4.1. The fiber optic treadle is a fiber optic load sensor that is directly embedded in the pavement.
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C.2.2.4.2. There are two treadle sensor strips mounted across the width of each manual lane.

C.2.2.4.3. The treadle has fiber optic feeder cable leads that terminate via connectors into an Optical Transmittance Analyzer (OTA).

C.2.2.4.4. The OTA is an electronic interface that evaluates light signals in terms of load or contact by the vehicles tires as they pass over the sensor and in-turn transmit detection pulses to the lane controller.

C.2.2.4.5. The Awarded Offeror shall maintain the fiber optic treadles installed in manual lanes.

C.2.2.5. **Loops**

C.2.2.5.1. In the manual lane there are three in-pavement inductive traffic loops approximately 4’ by 8’ in size (an entry loop, mid loop and an exit loop).

C.2.2.5.2. The loops are connected to a loop detector housed in a rack that is in-turn connected to the lane controller.

C.2.2.5.3. The Awarded Offeror shall maintain the loops installed in manual lanes.

C.2.2.6. **Manual Lane Terminal Keyboard**

C.2.2.6.1. The Manual Lane Terminal (MLT) is a simple industrial quality multi-line alpha-numeric liquid crystal display (LCD) manufactured by IEE with a PrehKeyTec keyboard for input of toll transactions.

C.2.2.6.2. The Awarded Offeror shall maintain the manual lane terminal keyboards installed in manual lanes.

C.2.2.7. **Button Box**

C.2.2.7.1. The Button Box provides a mechanism for manually locking the gates up or down.

C.2.2.7.2. The Button Box is a three (3) position toggle with the following functions:

  C.2.2.7.2.1. Gate cycles up for one transaction only (exit loop trigger the lowers gate).

  C.2.2.7.2.2. Lock gate in the up or raised positon.

  C.2.2.7.2.3. Lock gate in the down or lowered position.
The Awarded Offeror shall maintain the button boxes installed in manual lanes, including the integration of the button boxes with the traffic gates.

**Receipt Printer**

C.2.2.8.1. The Receipt printer and printer paper roll is self-contained thermal printer housed within a stainless steel cabinet that sits atop the counter in the toll booth.

C.2.2.8.2. The printer is a thermal dot matrix type manufactured by CyberTech© (Model 825T80) designed for harsh environments, such as toll roads.

C.2.2.8.3. The Awarded Offeror shall maintain the receipt printers installed in manual lanes.

**Proximity Card Reader**

C.2.2.9.1. The proximity card reader is a standard COTS device used for toll collector access control into the lane controller application.

C.2.2.9.2. The unit is a typical HID type of surface mounted reader that is integrated with the lane controller.

C.2.2.9.3. The Awarded Offeror shall maintain the proximity card readers installed in manual lanes.

**Gates**

C.2.2.10.1. The manual lane traffic gates are various models of the Magnetic Automation MIB-20 toll gate product.

C.2.2.10.2. These gates employ an infra-red beam projected across the lane to detect the presence of a vehicle, as it leaves the lane prior to closing the gate.

C.2.2.10.3. In addition there is a pavement loop that functions in conjunction with the lane controller to signal the gate.

C.2.2.10.4. In a manual lane the toll gate in the lane will not rise until the collector has processed the transaction.

C.2.2.10.5. The Awarded Offeror shall maintain the traffic gates installed in manual lanes.
C.2.2.11. **Patron Feedback Lights**

C.2.2.11.1. The manual lane patron feedback lights stanchions, which utilize standard light bulbs, consists of two colored glass beacons, amber (Bad Tag) and blue (Good Tag). If both light up it indicates a Low Balance Tag.

C.2.2.11.2. These patron feedback lights are mounted onto the gate control box.

C.2.2.11.3. The Awarded Offeror shall maintain the patron feedback lights installed in manual lanes.

C.2.2.12. **Canopy Lights**

C.2.2.12.1. The manual lane canopy lights are integrated with the TCS and are separately maintained by the Tollway’s Building Maintenance division.

C.2.2.12.2. The canopy lights are controlled through the lane controller.

C.2.2.12.3. The collector presses a “stand–by” button, which turns the canopy light from green to red and allows them to complete processing the remaining cars in the queue before they log out and close their shift.

C.2.2.12.4. The canopy lights will continue to be maintained by the Tollway staff during this Contract.

However, the Awarded Offeror shall maintain the software interface between the lane controllers and the canopy lights in the manual lanes.

C.2.3. **Automatic Coin Machine (ACM) Lanes**

C.2.3.1. **Overview**

C.2.3.1.1. Automatic Coin Machine (ACM) lanes are dedicated unattended lanes that provide a means for motorists who desire to pay their toll by cash (via coins) into a machine.

C.2.3.1.2. ACM lanes are located at ramp plazas and allow for 24x7x365 cash (coin) payment service.

C.2.3.1.3. ACM lanes are typically 10 feet wide and the ACM typically sits under an overhead canopy, although there are several ramp locations that do not have a canopy over the ACMs.

C.2.3.1.4. ACM lanes typically consist of the following equipment:

C.2.3.1.4.1. Automatic Coin Machine (ACM)
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C.2.3.1.4.2. Vaults and Vault Housings
C.2.3.1.4.3. Lane Controller
C.2.3.1.4.4. AVI Antenna and Reader
C.2.3.1.4.5. Fiber Optic Treadle and Treadle Card
C.2.3.1.4.6. Loops and Loop Card
C.2.3.1.4.7. Proximity Card Reader (for employee identification)
C.2.3.1.4.8. Patron Feedback Lights
C.2.3.1.4.9. Canopy Lights
C.2.3.1.4.10. Front and Rear Cameras
C.2.3.1.4.11. Laser Delineators

C.2.3.1.5. The ACM lane consists of a lane controller that compiles inputs from the automatic coin machine, AVI antenna and reader, loops, treadles, laser delineators, front and rear cameras, and proximity card reader (utilized for personnel identification of Tollway and Awarded Offeror staff).

C.2.3.1.6. From those inputs, it then produces outputs to the patron feedback lights and provides data to produce ACM vault tours and segments of duty with license plate images attached to the appropriate transactions, where full toll payment was not received.

C.2.3.1.7. The Tollway currently operates 106 ACM lanes and maintenance of the ACM lanes are typically done daily.

C.2.3.2. Automatic Coin Machine (ACM)

C.2.3.2.1. The ACM consists of dual vaults mounted above the pavement, inside the enclosure.

C.2.3.2.2. ACMs are an older piece of equipment designed and manufactured by TransToll (now TransCore).

C.2.3.2.3. Other components of the ACM include vault housings, coin heads, coin validators, panels and boards, and alarms.

C.2.3.2.4. The Tollway maintains a spare parts inventory for the ACM, but can only orders ACM parts from TransCore.
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C.2.3.2.5. Most recently ETCC has upgraded the ACM through the addition of a new card to access the vault.

C.2.3.2.6. The Awarded Offeror shall maintain the automatic coin machines installed in ACM lanes.

C.2.3.3. **Lane Controller**

C.2.3.3.1. Each ACM lane is controlled by a single lane controller.

C.2.3.3.2. **Lane Controller Hardware:**

C.2.3.3.2.1. The lane controller is based on a 2-U, rack-mount computer with a passive Industry Standard Architecture (ISA)/PCI backplane and PCI peripheral cards.

C.2.3.3.2.2. The lane controller is a single-board computer with a hard disk drive, power supply, and PCI cards, all of which are standard computer industry catalog items and were recently upgraded with a new industrial computer in 2013.

C.2.3.3.2.3. ACM lanes use a single-lane lane controller where they are installed in shelf-mount chassis, located in roadside cabinets at ramp locations.

C.2.3.3.2.4. The lane controller uses a point-to-point communications scheme between the lane controller and the peripherals. This architecture provides a robust link between the lane controller and each peripheral, while maintaining autonomy of each lane.

C.2.3.3.2.5. All input/output (I/O) modules used in the lane controller design are COTS.

C.2.3.3.2.6. Serial I/O, discrete (or digital) I/O, Ethernet and other lane device communications are supported by ETCC’s new RITE Redundant Communications (RRC) lane interface system.

C.2.3.3.3. **Lane Controller Software:**

C.2.3.3.3.1. The lane controller custom software is provided by Information Methods, Inc. (IMI).
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C.2.3.3.2. An embedded real-time operating system (Linux) is implemented on the lane controller to handle the interfaces of multiple roadway sensors and inputs.

C.2.3.3.4. The Awarded Offeror shall maintain the lane controller hardware and software installed in ACM lanes.

C.2.3.4. AVI Antenna and Reader

C.2.3.4.1. The AVI antennas (1 per ACM lane) and readers (1 per up to 8 ACM lanes) installed in ACM lanes are provided by Kapsch and also include RF lane modules, associated ultra-low loss coaxial feed line, attenuators and SMA adapters.

C.2.3.4.2. The Tollway is in the process of upgrading all AVI readers with the Kapsch “Janus” multi-protocol reader (MPR2) model.

C.2.3.4.3. The Janus and Badger readers both support redundant reader configurations acting as primary and secondary AVI readers.

C.2.3.4.4. The AVI antenna used in the ACM lane is the Kapsch model IAG-3 antenna.

C.2.3.4.5. The antenna is typically mounted to the underside of the canopy or structure at a height of approximately 16-18 feet above the pavement.

C.2.3.4.6. The redundant AVI readers are currently connected to the network via RS-232 or RS-422 serial communications. The Tollway is currently in the process of migrating to Ethernet connectivity for the TCS.

C.2.3.4.7. The Contractor shall maintain the AVI readers and antennas installed in ACM lanes.

C.2.3.5. Fiber Optic Treadle

C.2.3.5.1. The fiber optic treadle is a fiber optic load sensor that is directly embedded in the pavement.

C.2.3.5.2. There are two treadle sensor strips mounted across the width of each ACM lane.

C.2.3.5.3. The treadle has fiber optic feeder cable leads that terminate via SMA connectors into an Optical Transmittance Analyzer (OTA).
C.2.3.5.4. The OTA is an electronic interface that evaluates light signal in terms of load or contact by the vehicles tires as they pass over the sensor and in turn transmits that detection pulse to the lane controller.

C.2.3.5.5. The Contractor shall maintain the fiber optic treadles installed in ACM lanes.

C.2.3.6. **Loops**

C.2.3.6.1. In the ACM lane there are three in-pavement inductive traffic loops approximately 4’ by 8’ in size (an entry loop, mid loop and an exit loop).

C.2.3.6.2. The loops are connected to a loop detector housed in a rack that is in turn connected to the lane controller.

C.2.3.6.3. The Contractor shall maintain the loops installed in ACM lanes.

C.2.3.7. **Proximity Card Reader**

C.2.3.7.1. The ACM is equipped with a proximity card reader for employee identification and access.

C.2.3.7.2. There is a separate alarm system that connects to the Tollway Central Dispatch.

C.2.3.7.3. The Awarded Offeror shall maintain the proximity card readers installed in ACM lanes.

C.2.3.8. **Patron Feedback Lights**

C.2.3.8.1. The ACM lane patron feedback lights consist of two sets of lights.

C.2.3.8.2. One set is a standard two ball traffic light mounted on a stanchion, located on the island between the toll lanes with red (Stop) and green (Go) lenses. This is used as a signal for the patron who is paying cash for their toll.

C.2.3.8.3. The other light is two colored glass beacons, which utilizes standard light bulbs – amber (Bad Tag) and blue (Good tag). If both light up the tag has a low balance tag these beacons are mounted to the top of the traffic light housing. This set of lights it use for feedback to patrons paying with an I-Pass (or E-ZPass) transponder.

C.2.3.8.4. The Awarded Offeror shall maintain the patron feedback lights installed in ACM lanes.
C.2.3.9. **Canopy Lights**

C.2.3.9.1. The ACM lane canopy lights are not integrated with the TCS and are separately maintained by the Tollway’s Building Maintenance division.

C.2.3.9.2. The canopy lights will continue to be maintained by the Tollway staff during this Contract.

C.2.3.10. **Front and Rear Cameras**

C.2.3.10.1. Typically there are single front and rear cameras installed in each ACM lane. However, not all ACM lanes have front cameras installed.

C.2.3.10.2. The front camera is triggered when the vehicle’s presence on the entry loop is reported to lane controller and the rear camera is triggered when the vehicle’s presence on the exit loop is reported to the lane controller.

C.2.3.10.3. For each toll transaction that full payment was not received, the lane controller transmits a series of front and rear images, along with associated data files onto the Accenture Tolling Solution for image review and further processing.

C.2.3.10.4. The Tollway is currently in the process of replacing all existing front and rear cameras with new INEX cameras as described in Section B.4.3.2 Automatic Number Plate Recognition (ANPR) Cameras.

C.2.3.10.5. The Awarded Offeror shall maintain the front and rear cameras and camera servers installed in ACM lanes.

C.2.3.11. **Laser Delineators**

C.2.3.11.1. OSI LaserScan devices are installed and operating at the following Tollway locations:

C.2.3.11.1.1. Veterans Memorial Tollway (I-355) - Plazas 93, 95, 97, 101 (8 lanes).

C.2.3.11.1.2. Tri-State Tollway (I-94/294/80) - Plaza 37 (7 lanes).

C.2.3.11.1.3. Jane Addams Memorial Tollway (I-90) - Plaza 4 (2 lanes).

C.2.3.11.2. The Tollway originally deployed the laser delineators in an effort to increase vehicle separation accuracy. However no measurable improvement was observed and the Tollway stopped installation
of the devices leaving approximately 95 OSI LaserScan units as spares.

C.2.3.11.3. The Tollway is open to the Awarded Offeror discussing the repurposing of the OSI LaserScan devices for improved performance throughout the system (Optional Item Note: Optional items are not included in scoring).

C.2.3.11.4. The Awarded Offeror shall maintain the laser delineators installed in ACM lanes.

C.2.4. I-Pass Only (IPO) Lanes

C.2.4.1. Overview

C.2.4.1.1. I-Pass Only (IPO) lanes are dedicated unattended lanes that provide a means for motorists to pay their tolls via electronic transponder only (I-Pass or E-ZPass).

C.2.4.1.2. IPO lanes are located either within mainline toll plazas or at ramp plazas and allow for 24x7x365 electronic transponder payment service.

C.2.4.1.3. IPO lanes are typically 10 feet wide and typically have an overhead canopy; although there are several ramp locations that do not have a canopy.

C.2.4.1.4. IPO lanes typically consist of the following equipment:

C.2.4.1.4.1. Lane Controller

C.2.4.1.4.2. AVI Antenna and Reader

C.2.4.1.4.3. Automatic Vehicle Classification (IDRIS) System

C.2.4.1.4.4. Patron Feedback Lights

C.2.4.1.4.5. Canopy Lights

C.2.4.1.4.6. Front and Rear Cameras

C.2.4.1.5. The IPO lane consists of a lane controller, which compiles inputs from the AVI antenna and reader, automatic vehicle classification (IDRIS) system, and front and rear cameras.

C.2.4.1.6. From those inputs, the lane controller produces outputs to the patron feedback lights and provides data to produce segment and daily tour of duties, as well as license plate images attached to the appropriate transactions, where a valid transponder read was not recorded.
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C.2.4.1.7. The Tollway currently operates 128 IPO lanes and maintenance of the IPO lanes are typically done daily.

C.2.4.2. Lane Controller

C.2.4.2.1. Each IPO lane is controlled by a single lane controller.

C.2.4.2.2. Lane Controller Hardware:

C.2.4.2.2.1. The lane controller is based on a 2-U, rack-mount computer with a passive Industry Standard Architecture (ISA)/PCI backplane and PCI peripheral cards.

C.2.4.2.2.2. The lane controller is a single-board computer with a hard disk drive, power supply, and PCI cards, which are all standard computer industry catalog items and were recently upgraded with a new industrial computer in 2013.

C.2.4.2.2.3. IPO lanes use a single-lane lane controller, where they are installed in shelf-mount chassis located either inside the toll booth, at mainline tolling locations or in roadside cabinets, at ramp locations.

C.2.4.2.2.4. The lane controller uses a point-to-point communications scheme between the lane controller and the peripherals. This architecture provides a robust link between the lane controller and each peripheral, while maintaining autonomy of each lane.

C.2.4.2.2.5. All input/output (I/O) modules used in the lane controller design are COTS.

C.2.4.2.2.6. Serial I/O, discrete (or digital) I/O, Ethernet and other lane device communications are supported by ETCC’s new RITE Redundant Communications (RRC) lane interface system.

C.2.4.2.3. Lane Controller Software:

C.2.4.2.3.1. The lane controller custom software is provided by Information Methods, Inc. (IMI).

C.2.4.2.3.2. An embedded real-time operating system (Linux) is implemented on the lane controller to handle the interfaces of multiple roadway sensors and inputs.
C.2.4.3. **AVI Antenna and Reader**

C.2.4.3.1. The AVI antennas (1 per IPO lane) and readers (1 per up to 8 IPO lanes) installed in IPO lanes are provided by Kapsch and includes RF lane modules, associated ultra-low loss coaxial feed line, attenuators, and SMA adapters.

C.2.4.3.2. The Tollway is in the process of upgrading all AVI readers with the Kapsch “Janus” multi-protocol reader (MPR2) model.

C.2.4.3.3. The Janus and Badger readers both support redundant reader configurations acting as primary and secondary AVI readers.

C.2.4.3.4. The AVI antenna used in IPO lanes is currently the Kapsch model IAG-3 antenna.

C.2.4.3.5. The antenna is typically mounted to the underside of the canopy or structure at a height of approximately 16-18 feet above the pavement.

C.2.4.3.6. The redundant AVI readers are currently connected to the network via RS-232 or RS-422 serial communications. The Tollway is currently in the process of migrating to Ethernet connectivity for the TCS.

C.2.4.3.7. The Awarded Offeror shall maintain the AVI readers and antennas installed in IPO lanes.

C.2.4.4. **Automatic Vehicle Classification (IDRIS) System**

C.2.4.4.1. There is a single automatic vehicle classification (IDRIS) system loop array located in each IPO lane, which terminates at the detector card in the loop card rack located in the roadside cabinet and interfaces with the lane controller.

C.2.4.4.2. Software for the automatic vehicle classification IDRIS system is embedded in the Peek SmartToll loop card rack, along with a client application integrated with the lane controller application.

C.2.4.4.3. The automatic vehicle classification (IDRIS) system hardware and software is provided by 3M™.

C.2.4.4.4. The Awarded Offeror shall maintain the automatic vehicle classification (IDRIS) systems installed in IPO lanes.
C.2.4.5. Patron Feedback Lights

C.2.4.5.1. The IPO lane patron feedback light stanchions, which utilize standard light bulbs, consists of two colored glass beacons, amber (Bad Tag) and blue (Good Tag). If both light up it indicates low balance tag. The stanchions are located on the island between the toll lanes.

C.2.4.5.2. The Awarded Offeror shall maintain the patron feedback lights installed in IPO lanes.

C.2.4.6. Canopy Lights

C.2.4.6.1. The IPO lane canopy lights are not integrated with the TCS and are separately maintained by the Tollway’s Building Maintenance division.

C.2.4.6.2. The canopy lights will continue to be maintained by the Tollway staff during this Contract.

C.2.4.7. Front and Rear Cameras

C.2.4.7.1. There are single front and rear cameras installed in each IPO lanes, which are triggered when the vehicle’s presence is detected by the automatic vehicle classification (IDRIS) loop system.

C.2.4.7.2. For each toll transaction that a valid transponder read was not recorded, the lane controller transmits a series of front and rear images, along with associated data files onto the Accenture Tolling Solution for image review and further processing.

C.2.4.7.3. The Tollway is currently in the process of replacing all existing front and rear cameras with new INEX cameras as described in Section B.4.3.2 Automatic Number Plate Recognition (ANPR) Cameras.

C.2.4.7.4. The Awarded Offeror shall maintain the front and rear cameras and camera servers installed in IPO lanes.

C.2.5. Open Road Tolling (ORT) and All-Electronic Toll (AET) Lanes

C.2.5.1. Overview

C.2.5.1.1. Open road tolling (ORT) lanes are highway speed electronic toll lanes, which are located next to the median and adjacent to a conventional toll plaza structure that houses manual and IPO lanes.
C.2.5.1.2. Customers not having a valid electronic transponder have the option of paying cash in a manual lane.

C.2.5.1.3. All-electronic tolling (AET) lanes are highway speed electronic toll lanes, which are standalone and are not located next to a conventional toll plaza with cash payment option.

C.2.5.1.4. Customers that do not have a valid electronic transponder shall make a grace period toll payment online or by mail within 7 days of their trip.

C.2.5.1.5. ORT and AET lanes are typically found in bundled configurations of multiple lanes (typically 1, 2, 3 and 4 lane toll zones) and are referred to as ORT and AET zones.

C.2.5.1.6. ORT and AET lanes typically consist of the following equipment:

C.2.5.1.6.1. Zone Controller
C.2.5.1.6.2. AVI Antenna and Reader
C.2.5.1.6.3. Automatic Vehicle Classification (IDRIS) System
C.2.5.1.6.4. Front and Rear Cameras
C.2.5.1.6.5. Camera Washing System

C.2.5.1.7. The ORT/AET lane consists of a lane controller, which compiles inputs from the AVI antenna and reader, automatic vehicle classification (IDRIS) system, and front and rear cameras. From those inputs, the lane controller correlates the transponder read to the vehicle presence and determines which lane the vehicle was traveling in, as well as providing license plate images attached to the appropriate transactions where a valid transponder read was not recorded.

C.2.5.1.8. The Tollway TCS currently operates 113 ORT lanes and 82 AET lanes throughout the region, of which there are seven (7) 1-lane ORT/AET toll zones, twenty-seven(27) 2-lane ORT/AET toll zones, twenty-eight(28) 3-lane ORT/AET toll zones and eleven (11) 4-lane ORT/AET toll zones.

C.2.5.1.9. Preventative Maintenance of the ORT and AET toll zones are typically scheduled 4 times per year or once per quarter, with either partial or full closures of the toll zones (full closures for ORT toll zones and partial closures for AET toll zones).

C.2.5.1.10. The Tollway’s Elgin-O’Hare Western Access (EOWA) Corridor will have eleven (11) AET toll zones with 3-lanes each, one (1) AET toll zone with 2-lanes, and one (1) AET ramp with 1-lane for a
total of 36 AET lanes on the EOWA by December 31, 2017. Currently there are five (5) 3-lane AET toll zones and one (1) 2-lane AET toll zone that have been open to traffic since July 2016.

C.2.5.1.11. The EOWA corridor has very limited right of way and the new AET toll zones will not have any full shoulders or pull offs where a bucket truck can be parked nor the ability to do partial lane closures while maintaining traffic flow; therefore maintenance of these new AET lanes will prove to be challenging.

C.2.5.1.12. The Awarded Offeror shall maintain the hardware and software installed in ORT/AET lanes.

C.2.5.1.13. The Awarded Offeror shall follow the Tollway guidelines for roadway closures described in Section B.5.5 Maintenance of Traffic (MOT).

C.2.5.2. Zone Controller

C.2.5.2.1. All ORT and AET lanes in each toll zone are controlled by a pair of redundant zone controllers.

C.2.5.2.2. Zone Controller Hardware:

C.2.5.2.2.1. The zone controller is based on a 2-U, rack-mount computer with a passive Industry Standard Architecture (ISA)/PCI backplane and PCI peripheral cards.

C.2.5.2.2.2. The zone controller is a single-board computer with a hard disk drive, power supply, and PCI cards, which are all standard computer industry catalog items and were recently upgraded with a new industrial computer in 2013.

C.2.5.2.2.3. ORT and AET lanes use a pair of redundant zone controllers for multiple ORT and AET lanes (i.e. a single pair of redundant zone controllers for each toll zone), where they are installed in a rack-mount chassis located in roadside cabinets or buildings adjacent to the ORT and AET zones. Depending on the number of lanes there may be two or more enclosures.

C.2.5.2.2.4. The zone controller uses a point-to-point communications scheme between the zone controller and the peripherals. This architecture provides a robust link between the zone controller and each peripheral, while
maintaining autonomy of each ORT and AET lane.

C.2.5.2.2.5. All input/output (I/O) modules used in the zone controller design are COTS.

C.2.5.2.2.6. Serial I/O, discrete (or digital) I/O, Ethernet and other lane device communications are supported by ETCC’s new RITE Redundant Communications (RRC) lane interface system.

C.2.5.2.3. Zone Controller Software:

C.2.5.2.3.1. The zone controller custom software is provided by Information Methods, Inc. (IMI).

C.2.5.2.3.2. An embedded real-time operating system (Linux) is implemented on the zone controller to handle the interfaces of multiple roadway sensors and inputs.

C.2.5.2.4. The Awarded Offeror shall maintain the zone controller hardware and software installed in the ORT/AET lanes.

C.2.5.3. AVI Antenna and Reader

C.2.5.3.1. The AVI antennas (1 per ORT lane/shoulder) and readers (1 per up to 5 ORT lanes) in the ORT/AET lanes are provided by Kapsch, which also include RF lane modules, associated ultra-low loss coaxial feed line, attenuators, and SMA adapters.

C.2.5.3.2. The Tollway is in the process of upgrading all AVI readers with the Kapsch “Janus” multi-protocol reader (MPR2) model.

C.2.5.3.3. The Janus and Badger readers both support redundant reader configurations acting as primary and secondary AVI readers.

C.2.5.3.4. The AVI antenna used in the ORT/AET lane is currently the Kapsch model IAG-3 antenna.

C.2.5.3.5. The antenna is typically mounted at a height of approximately 18-20 feet above the pavement for ORT/AET lanes.

C.2.5.3.6. The redundant AVI readers are currently connected to the TCS network via RS-232 or RS-422 serial communications. The Tollway is currently in the process of migrating to Ethernet connectivity.

C.2.5.3.7. The Awarded Offeror shall maintain the AVI readers and antennas installed in the ORT/AET lanes.
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C.2.5.4. **Automatic Vehicle Classification (IDRIS) System**

C.2.5.4.1. There is a single automatic vehicle classification (IDRIS) system loop array, as well as four (4) traffic loops located in each ORT/AET lane, which terminates at the detector card in the loop card rack located in the roadside cabinet and interfaces with the lane controller.

C.2.5.4.2. Software for the automatic vehicle classification IDRIS system is embedded in the Peek SmartToll loop card rack, along with a client application integrated with the lane controller application.

C.2.5.4.3. The automatic vehicle classification (IDRIS) system hardware and software is provided by 3M™.

C.2.5.4.4. ORT and AET zones with shoulder lanes that can accommodate vehicles are equipped with traffic loops only.

C.2.5.4.5. The Awarded Offeror shall maintain the automatic vehicle classification (IDRIS) systems installed in the ORT/AET lanes.

C.2.5.5. **Front and Rear Cameras**

C.2.5.5.1. There are multiple front cameras (currently 2 per lane) and rear cameras (currently 3 per lane) installed in each ORT/AET lane that are triggered when the vehicle’s presence is detected by the automatic vehicle classification (IDRIS) loop system.

C.2.5.5.2. For each toll transaction that a valid transponder read was not recorded, the lane controller transmits a series of front and rear images, along with associated data files onto the Accenture Tolling Solution for image review and further processing.

C.2.5.5.3. Additionally, ORT and AET zones with shoulder lanes that can accommodate vehicles are equipped with single front and rear cameras.

C.2.5.5.4. The Tollway is currently in the process of replacing all existing front and rear cameras with new INEX cameras as described in Section B.4.3.2 Automatic Number Plate Recognition (ANPR) Cameras.

C.2.5.5.5. The Awarded Offeror shall maintain the front and rear cameras installed in the ORT/AET lanes.

C.2.5.6. **Camera Wash System**
The Camera Wash System, design and manufactured by the Tollway, is a manually actuated system, used to keep the lenses or faces of the camera enclosures clean.

The system consists of either an air compressor or a nitrogen tank; distribution manifold with solenoid valves actuators, spray nozzles, tubing, wash fluid reservoir, and manual controls.

Currently the Camera Wash System is operated by the Tollway's maintenance provider (ETCC) and is maintained by the Tollway's internal maintenance staff.

The Awarded Offeror shall maintain and operate the Camera Wash System installed in ORT/AET lanes under this Contract.

The Awarded Offeror shall be responsible for replenishing the nitrogen tanks, as the nitrogen gets consumed either by contracting with a supplier to replenish the tanks or by replacement of the empty tanks.

As a potential future enhancement, the Awarded Offeror may be requested to work with the Tollway to make design modifications to the camera wash system with the eventual goal of being able to access and operate it remotely and automatically (Optional Item Note: Optional items are not included in scoring).

Any resulting new functionality added by the Awarded Offeror during this Contract shall remain the property of the Tollway.

Non-Toll Use AVI Equipment

There is non-toll AVI radio frequency identification (RFID) equipment installed on Illinois DOT roadways, which connects to the Illinois Tollway's roadways for the purposes of collecting traffic data for the Illinois Traffic Incident Management System (TIMS).

The non-toll AVI readers (1 per site) and antennas (1 per site) are configured to only read I-Pass and E-ZPass transponders. The transponder reads are transmitted through the Plaza Host System’s Facility Server (described in Section C.3.2 Plaza Host System) onto the TIMS.

There are 6 non-toll Mark IV RoadCheck readers currently installed on the surrounding Illinois DOT roadways. There are plans to add more reader sites in the future. The existing non-toll readers are located at:

- Russell Road (I-94 north of Plaza 21)
- Tower Road (I-94 east of Plaza 24)
- Canfield Avenue (I-90 east of Plaza 19)
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- Near Hillside Tower (I-290 east of Plaza 51)
- IL-394 (I-294/I-80 east of Plaza 47)
- I-55 (I-355 south of Plaza 90)

C.2.6.4. The non-toll AVI antennas are Mark IV VRC antennas. The Tollway has responsibility for the operation and maintenance of this non-toll AVI equipment.

C.2.6.5. Under this Contract, the Awarded Offeror shall provide maintenance of this non-toll AVI equipment.

C.2.6.6. The Awarded Offeror shall track and manage the non-toll AVI equipment as inventory asset items in the AMMS.

C.3. Plaza Systems

C.3.1. General

C.3.1.1. There are two types of plaza systems currently operated by the Tollway:

C.3.1.1.1. Unattended Plazas

C.3.1.1.2. Attended Plazas

C.3.1.2. Each unattended plaza (most ramps are currently unattended) is a remote location, which reports to a nearby attended plaza (all mainline plazas are currently attended).

C.3.1.3. Each attended plaza has a Plaza Host System computer, which compiles all transaction data from its lane controllers as well as the unattended ramp lane controllers; which forwards this data onto the TCS Host for processing, audit and reconciliation.

C.3.1.4. All plazas on the new EOWA corridor will be fully unattended. All EOWA plazas report to the Plaza Host System computer located in a roadside building at the Plum Grove AET location.

C.3.1.5. Each AET plaza will also have its own generator, which is maintained by the Tollway Mechanical/Electrical department.

C.3.1.6. The TCS plaza system hardware and software consist of the following components:

C.3.1.6.1. Plaza Host System

C.3.1.6.2. Network communications

C.3.1.6.3. Power Equipment (Uninterruptable power supplies (UPS), Line Conditioners, Bypass Switches, Generators, and Automatic Transfer Switches)
C.3.2. **Plaza Host System**

C.3.2.1. The Plaza Host System provides plaza level support functions required for the Tollway’s toll collection and money room counting activities.

C.3.2.2. The Plaza Host System environment is comprised of: a server hardware, and software applications; used to monitor, manage, and transport toll transaction data from the lane controllers to the TCS Host and onto the back office for processing.

C.3.2.3. In addition the Plaza Host System contains the following software applications:

**C.3.2.3.1. Cash Management System (CMS) Application** – manages collector banks, change fund requests (to support attended cash toll collection operations), supervisor activities, and maintenance; as well as, ACM vault and deposit bag locations and custody transfers (at the plazas).

**C.3.2.3.2. Money Count Room (MCR) Application** – controls and monitors the management and counting of ACM vaults and deposit bag manifests and location tracking; facilitates plaza change fund requests and fulfillments, and vault and deposit bags counting (in the money room) and bank deposit management. The MCR application interfaces with and receives information from the CMS application.

**C.3.2.3.3. TollView Application** – provides near real-time monitoring of the lane controllers and the plazas, such as the status of lane devices, ACM vault status; as well as, lane and plaza statistics such as transaction counts, transponder reads, and violations. The user can also issue commands to the lane controller via the TollView application.

C.3.2.4. Both the MCR and CMS applications interface to the TCS Host Audit subsystem to provide data on bank fund distributions; as well as, cash management transactions, which is used by the Tollway for audit and reconciliation purposes.

C.3.2.5. The Plaza Host System also interfaces to the Tollway’s Maintenance Online Management System (MOMS).

C.3.2.6. **Plaza Host System Hardware:**

**C.3.2.6.1.** The Plaza Host System is deployed as a distributed environment with each Plaza Host System server supporting the various tolling locations located at the plaza or toll zone, where they provide the service.

**C.3.2.6.2.** These servers operate 24 hours a day, 7 days a week. They are autonomous in that they operate independent of each other, but
exchange information constantly to maintain information where necessary.

C.3.2.3. If a Plaza Host System server is cut off from the rest of the network, all workstations and lane controllers still interact with the Plaza Host System server and once communication is restored, the backlogged information is forwarded to the appropriate subsystems.

C.3.2.4. Each Plaza Host System workstation and server is configured with the appropriate version of Microsoft Windows Server operating system.

C.3.2.5. Windows Workstation PCs are used to access to the Plaza Host System functions. These workstations are provided and provisioned by the Tollway IT Department and installed in supervisory and operations monitoring personnel locations.

C.3.2.6. These locations are typical work environments that will require no additional environmental or power conditioning.

C.3.2.7. Plaza Host System Software:

C.3.2.7.1. The Plaza Host System software is provided by Information Methods, Inc. (IMI) as a subcontractor to ETCC.

C.3.2.7.2. The Plaza Host System software utilizes the Microsoft Windows 2003 Server operating system for plaza system level data management and business application elements, which are supported by Microsoft and Oracle technologies enabling data base management, system and web based services, application and web based GUI interfaces, role based user security, and network communications.

C.3.2.7.3. The Plaza Host System user interface software utilizes client software for Plaza Host System access.

C.3.2.7.4. The modules used by the Tollway users are maintained on the local Plaza Host System server and requires very little software installation on the workstations.

C.3.2.7.5. The user interfaces of the Plaza Host System applications all employ a similar look-and-feel.

C.3.2.7.6. The Plaza Host System and workstations are connected to the Tollway’s Ethernet network via TCP/IP.

C.3.2.7.7. The Plaza Host System communicates with the Lane Controllers through a standard Winsock (TCP/IP sockets) interface.
C.3.2.8. Plaza Host System Architecture:

C.3.2.8.1. The Plaza Host System toll system architecture interfaces with the Lane Controller, Central Plaza/Facility Server, TCS Host, and MOMS.

C.3.2.8.2. There are several Plaza Host System programs that run on the Central Plaza/Facility server and the Plaza Host System servers.

C.3.2.8.3. There is only one Central Plaza/Facility Server and it acts as a concentrator for data that is sent from the TCS Host destined for the lanes.

C.3.2.8.4. Once the data is stored on the Central Plaza/Facility Server, the Plaza Host System servers retrieve the data and store it locally. The Plaza Host System server applications then forward the data to the individual lanes.

C.3.2.8.5. There are multiple Plaza Host System servers located throughout the TCS.

C.3.2.8.6. Each Plaza Host System server manages communication between the Central Plaza/Facility Server and communicates directly with the individual lane/zone controllers.

C.3.2.8.7. The lane/zone controllers communicate with the Plaza Host System server to which they are assigned.

C.3.2.8.8. They receive AVI status updates and configuration files pushed out from the Plaza Host.

C.3.2.8.9. The lane/zone controllers send lane transactions to their assigned Plaza Host System servers.

C.3.2.8.10. The lane/zone controllers also send real time information (in the form of UDP packets) to the Central Plaza/Facility Server.

C.3.2.8.11. The Central Plaza/Facility Server then bundles real time information and forwards it to the active TollView programs that are connected to it.

C.3.2.9. The Awarded Offeror shall provide maintenance of the Illinois Tollway’s Plaza Host System and subsystems.
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C.3.3. Toll System Network Communications and Supporting infrastructure

C.3.3.1. General

C.3.3.1.1. The Tollway IT Department functions as an ISP for the TCS and monitors the status and health of the overall communications network, as it connects to the TCS.

C.3.3.1.2. The Tollway furnishes and maintains spares (provisioned) for any TCS network communications equipment.

C.3.3.1.3. The Awarded Offeror shall furnish spares for TCS network communications equipment upon the request of the Tollway (Optional Item Note: Optional items are not included in Technical or Price scoring.).

C.3.3.1.4. The TCS network communications components include the following:

C.3.3.1.4.1. TCS LAN

C.3.3.1.4.2. TCS Routers, Switches and other TCS specific communications equipment

C.3.3.1.4.3. Single-mode and Multi-mode Fiber

C.3.3.1.4.4. International Fiber System (IFS) equipment (IFS cards, full duplex data multiplexers, data transceivers, Ethernet optical transceivers, RS-232/RS-422 point-to-point data transceivers and video channel multiplexer with bi-directional data)

C.3.3.1.4.5. Plaza network switches (Cisco 3850)

C.3.3.1.4.6. Ethernet, fiber optic, and other connecting wires and cables

C.3.3.1.4.7. Data wire and cable/terminations and splices

C.3.3.1.5. Currently all network equipment is mounted on racks either in the plaza building or in roadside cabinets.

C.3.3.1.6. There is a mixture of copper and fiber connectivity within these areas.

C.3.3.1.7. The Tollway provides fiber optic; as well as, copper patch panels for interconnect to the fiber optic backbone.

C.3.3.1.8. The network backbone is driven through the International Fiber Systems (IFS) interface cards.
C.3.3.1.9. The Awarded Offeror may maintain the network communications equipment and components that support the Illinois Tollway’s toll collection system. (Optional Item Note: Optional items are not included in Technical or Price scoring.)

C.3.3.1.10. The Awarded Offeror shall also provide network design and support services, upon request by the Tollway, for future enhancements to the TCS as a task order item per Section B.4 As-Needed Task Order Support For System Enhancements.

C.3.3.1.11. The Tollway is currently implementing new technology to convert serial network connections to Ethernet connections in order to enable remote monitoring of TCS equipment with the goal of achieving enhanced maintenance performance.

C.3.3.2. Time Synchronization

C.3.3.2.1. Sourced from the U.S. Naval Observatory, the Tollway’s IT Department provides a single time Network Time Protocol server on its network.

C.3.3.2.2. Time synchronization and distribution from the Network Time Protocol server to the TCS is managed using a distribution tree method; to ensure all computers, lane controllers, and network devices are synchronized to maintain proper time stamps.

C.3.3.2.3. The Awarded Offeror shall ensure the TCS and its components synchronize to the Tollway’s Network Time Protocol server or transmit time synchronization messages to every device required to maintain accurate time.

C.3.4. Uninterruptable Power Supply (UPS)

C.3.4.1. Each attended and unattended plaza is equipped with one (1) UPS, per travel direction, sized to meet the demand of the toll system equipment.

C.3.4.2. Most UPSs are backed up with generators and automatic transfer switches; as well as, with line conditioners and bypass switches. The automatic transfer switches transfer power to the generators, in the event of a loss of commercial power. The bypass switches are used to bypass the UPSs; placing the plaza equipment on line power, that is conditioned by the line conditioner. The line conditioners are only used when the UPSs are bypassed (for servicing or in the event of failure).

C.3.4.3. Maintenance of the generators and automatic transfer switches is the responsibility of Tollway Building Maintenance Department.

C.3.4.4. The following UPS models are currently used by the Illinois Tollway:
C.3.4.4.1. Herytage 4K (9 units)
C.3.4.4.2. Herytage 6K (3 units)
C.3.4.4.3. Herytage 8K (7 units)
C.3.4.4.4. Herytage 10K (1 unit)
C.3.4.4.5. Herytage 16K (15 units)
C.3.4.4.6. Herytage 20K (8 units)
C.3.4.4.7. GE GT3000 (70 units)
C.3.4.4.8. GE VH 3000 (new replacement for GE GT 3000)

C.3.4.5. The Tollway’s UPS systems currently cannot be monitored remotely. The Awarded Offeror shall work with the Tollway’s IT Department to implement new and existing solutions to monitor the UPS systems remotely.

C.3.4.6. The Awarded Offeror shall maintain all the UPS units, line conditioners, and bypass switches that support the Illinois Tollway’s toll collection system.

C.3.5. Lane and Plaza Servers

C.3.5.1. Table A-10 Tollway Lane and Plaza Server Inventory below provides the current count of all lane and plaza servers (including lane controllers, camera servers, Plaza Host System servers, etc.).

C.3.5.2. Some of these servers will be replaced by new ANPR servers along with some new ATPM servers.

C.3.5.3. The Awarded Offeror shall maintain the lane and plaza servers that support the Illinois Tollway’s toll collection system.
Table A-10: Tollway Lane and Plaza Server Inventory

<table>
<thead>
<tr>
<th>Server Type</th>
<th>Server Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows Server 2003</td>
<td>161</td>
</tr>
<tr>
<td>Windows XP</td>
<td>230</td>
</tr>
<tr>
<td>Windows Server 2008</td>
<td>26</td>
</tr>
<tr>
<td>Windows 7</td>
<td>126</td>
</tr>
<tr>
<td>Windows Server 2012</td>
<td>1</td>
</tr>
<tr>
<td>Linux Lane Controllers</td>
<td>491</td>
</tr>
<tr>
<td><strong>Total Systems</strong></td>
<td><strong>1,035</strong></td>
</tr>
</tbody>
</table>

C.4. TCS Host Systems

C.4.1. General

C.4.1.1. The Host system provides a centralized solution that supports the Tollway’s toll transaction processing, audit, reconciliation, reporting, revenue management, and money room support activities.

C.4.1.2. The Host system is comprised of both server hardware and software modules and serves as the primary repository of data received from the lane controllers and Plaza Host System; which interfaces with the Maintenance Online Management System (MOMS) and the Accenture Tolling Solution.

C.4.1.3. The Tollway’s TCS Host system consists of a production Host system in operation, a standby backup Host system for disaster recovery; as well as, a full test Host system that the Tollway uses to test modifications and enhancements.

C.4.1.4. Maintenance of the existing Tollway’s TCS Host system will continue to be performed the Tollway’s Host provider under a separate contract and not by the Awarded Offeror.

C.4.2. Host System Hardware

C.4.2.1. The current TCS Host server architecture is built on redundant hardware using a combination of Dell Blade application and database servers, a Dell-EMC storage area network (SAN), and Cisco network switches (Cisco 3750), and all housed in an Oracle 10g Real Application Cluster (RAC).

C.4.2.2. The Host system backups are performed using Oracle Recovery Manager software; as well as, a high-speed Dell LTO tape library.

C.4.3. Host System Software

C.4.3.1. The Host application software is custom developed by ETCC using a multi-tiered web-based application architecture that leverages Oracle’s 10g enterprise technology.

C.4.3.2. The Host provides the following application functions:
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C.4.3.2.1. Communications and Routing (to Plaza Host System, money room, MOMS and ATS)

C.4.3.2.2. Scheduling (file transfers, automatic report generation)

C.4.3.2.3. File processing (lane configuration file uploads, lane rate file uploads, AVI validation table uploads, employee ID table uploads)

C.4.3.2.4. Interface Record Parsing (matching and creating segments and tours of duty for collectors and ACMs)

C.4.3.2.5. Transaction Processing (validations, summaries, postings, etc.)

C.4.3.2.6. Audit (audit shifts and issue adjustments)

C.4.3.2.7. Violation Pre-Audit

C.4.3.2.8. Reporting

C.4.3.2.9. Alerts/Notifications

C.4.3.2.10. Event Logging

C.4.3.2.11. System Administration

C.4.3.2.12. Business Rules/Parameters

C.5. Maintenance Monitoring & Management

C.5.1. General

C.5.1.1. To support the current TCS maintenance operations the Tollway utilizes several maintenance monitoring and management tools including the following:

C.5.1.1.1. What’s Up

C.5.1.1.2. Nagios

C.5.1.1.3. Oracle Enterprise Manager

C.5.1.1.4. ADIC/Quantum Support

C.5.1.1.5. Veritas Support – Symantec

C.5.1.1.6. BIS System Maintenance

C.5.1.1.7. Smartnet: Cisco Support

C.5.1.1.8. Toad
C.5.1.1.9. NetBack Up – Symantec

C.5.1.1.10. PowerPath

C.5.1.1.11. Help Expert Automation Tool (HEAT) (provided by FrontRange)

C.5.1.1.12. Maintenance On-line Management System (MOMS) (provided by ETCC)

C.5.1.2. The Awarded Offeror shall maintain the software tools used by the Tollway to monitor/manage the TCS with the exception of HEAT and MOMS; which the Awarded Offeror shall replace with a product of their choice that is acceptable to the Tollway.

C.5.1.3. The Awarded Offeror shall utilize the Lane Maintenance Monitoring Tool that will be provided by the Tollway’s new Accenture Tolling Solution (ATS); which will allow maintenance technicians to monitor camera performance by examination of the license plate image quality, OCR results, and OCR confidence.

C.5.1.4. The Awarded Offeror shall proactively identify any issue(s) affecting the image quality or capture (e.g. dirty camera lens, misaligned camera, etc.) by randomly examining images from each VES camera on a daily basis and promptly take the appropriate action to correct the issue(s).

C.5.2. HEAT Service Management Software (By FrontRange)

C.5.2.1. The Tollway utilizes a COTS product named HEAT (Help Expert Automation Tool).

C.5.2.2. The HEAT software application is integrated with Blackberry Enterprise Service to deliver wireless service requests daily to the maintenance personnel and to track and resolve work orders created by MOMS, in support of the Tollway maintenance requirements.

C.5.2.3. MOMS/HEAT is used to manage the maintenance activities of the current Vendor and serves as an important source of data to ensure that the service level agreements are being met.

C.5.2.4. The HEAT system is integrated with ETC’s MOMS, to manage and track service calls for the TCS.

C.5.2.5. HEAT Service Management provides a simple user interface to request a service or change, plan for appropriate remediation measures, automatically approve and authorize the request, implement the change to your users, audit the successful completion and service level agreements associated with the change, and control your services portfolio on an ongoing basis to ensure enhanced service quality and customer satisfaction.

C.5.2.6. The MOMS/HEAT is designed to be fully automated, to eliminate all paperwork relating to maintenance of the TCS.
C.5.2.7. The Awarded Offeror shall replace the current HEAT system with a product of their choice, provided that it meets the requirements set forth in Section B.3 Asset Management and Maintenance System.

C.6. DataLogger™ (Rapid Toll)

C.6.1. General

C.6.1.1. The DataLogger™ is a data collection system developed by RapidToll Systems, Inc. to assure toll system accuracy independent of the TCS and MOMS performance monitoring capabilities.

C.6.1.2. The DataLogger™ allows system testing and verification under actual operational conditions, through the recording of lane data events sent by multiple sensors in the toll lane.

C.6.1.3. The Awarded Offeror shall be responsible for the maintenance and operation of the DataLogger™ and its supporting components.

C.6.1.4. Figure A-1 Schematic of Data Logger Installation below depicts the sensor components for a typical toll application, monitoring several data elements:

C.6.1.4.1. Camera (1 per ORT/AET zone)
C.6.1.4.2. Server
C.6.1.4.3. DataLogger™ Application
C.6.1.5. The Awarded Offeror shall supply a portable Data Logger™ for certification and diagnosis use in individual lanes.
D. Topics for Mandatory Narrative Responses

D.1. The Awarded Offeror shall provide detailed narrative responses to each of the following topics, information requests, and questions listed in the sections below.

A text box has been provided below where a response is required.

D.2. About the Company

D.2.1. Describe your company’s specific history, including:

D.2.1.1. Years in business
D.2.1.2. Corporate structure and organization
D.2.1.3. Areas of operation
D.2.1.4. Total annual revenues
D.2.1.5. Years of experience in supporting and maintaining large scale toll collection systems and/or similar transportation technology systems.
D.2.1.6. Years of experience in integration, testing, and implementation of toll collections systems and subsystems and/or similar transportation technology systems.

D.3. Project Experience and Qualifications

D.3.1. Describe your experience in providing similar services requested in this RFP, including:

D.3.1.1. Services provided to the three (3) references given in Section A. 18., where you have provided similar services within the last five (5) years.
D.3.1.2. At least two (2) users of your proposed Asset Management System and Maintenance and Monitoring System.

D.3.2. Provide a Recent Client List, which shall include ongoing and completed projects, including dollar value, over the last three years (2013 through 2016), in chronological order of contract execution (beginning with the most recent contract execution).
D.3.2.1. If Subcontractor project experience is included in project references, please include a separate Client List for such Subcontractor(s).

D.4. Key Staff Experience

D.4.1. Describe the experience and provide resumes of your Key Project Team (not to exceed two pages per team member).

D.4.1.1. If a Key Project Team member is supplied by a Subcontractor, a resume for this person must be included.
D.4.1.2. For those Subcontractors who will be providing services such as, software development and/or software maintenance, provide statements and experience with
D.5. **Overall Approach to Maintenance Services**

D.5.1. **General understanding of project goals**

D.5.1.1. Currently the Tollway uses ETCC’s Plaza Host System and Lane Controller Technology to capture and filter transactions in the lane. As a result of over 10 years of fine tuning and calibration, the Tollway is not willing to make significant re-configurations of Lane and Plaza Host System equipment to accommodate an Awarded Offeror’s unique software and any associated hardware that is not available for separate purchase. This is due in part to our unwillingness to make any changes that require significant lane civil work (e.g., moving IDRIS loops), as well as, our unwillingness to lose any of the transaction capture accuracy we currently have.

D.5.1.1.1. The Awarded Offeror shall provide maintenance of the current ETCC software and hardware, including patches, upgrades, troubleshooting, integration with new products, coding, and monitoring without any degradation in system performance and accuracy.

D.5.2. **General understanding of services required**

D.5.2.1. Describe your overall approach to providing the required toll collection system maintenance services as defined in the RFP. The approach discussion should include such topics as:

D.5.2.1.1. Anticipated staffing levels.

D.5.2.1.2. Geographic locations of key staff.

D.5.2.1.3. Headquartered locations (home base for technician staff).

D.5.2.1.4. Leverage of existing Tollway TCS equipment and investment.

D.5.2.1.5. Maximizing useful life of existing equipment.

D.5.2.1.6. Minimize risk to toll operations and business continuity.
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D.5.3. **Corrective Maintenance**

D.5.3.1. Describe your understanding and approach to performing Corrective Maintenance. Include in your discussion such aspects as:

D.5.3.1.1. Understanding of this project’s scope of services (as it relates specifically to Corrective Maintenance).

D.5.3.1.2. Approach to performance of services and ability to meet the performance requirements.

D.5.3.1.3. Experiences from previous projects, values added, lessons learned, challenges, etc.

D.5.4. **Preventive Maintenance**

D.5.4.1. Describe your understanding and approach to providing Preventive Maintenance. Include in your discussion such aspects as:

D.5.4.1.1. Understanding of this project’s scope of services (as it relates specifically to Preventive Maintenance).

D.5.4.1.2. Approach to performance of preventive care and maintenance to meet the performance requirements.

D.5.4.1.3. Experience in performance of preventive maintenance identifying lessons learned, value added, challenges, etc.

D.5.5. **Predictive Maintenance**

D.5.5.1. Describe your understanding and approach to providing Predictive Maintenance and performing predictive analytics. Include in your discussion such aspects as:

D.5.5.1.1. Understanding of this project’s scope of services (as it relates specifically to Predictive Maintenance).

D.5.5.1.2. Experience in performance of predictive maintenance identifying lessons learned, value added, challenges, etc.

D.5.5.1.3. Understanding and experience in performance of Predictive Analytics to identify areas of possible improvements, problematic items, efficiencies, and other trends, which may impact overall maintenance and operations of the Tollways TCS.

D.5.5.2. The Awarded Offeror is encouraged to subcontract with an appropriate 3rd party firm for the predictive analytics effort, in the event that the Awarded Offeror is unable to provide a full-time employee with these specific skills.
D.5.6. **TCS Performance Benchmarking and Audits**

D.5.6.1. **General Approach**

D.5.6.1.1. As described in this RFP, the Awarded Offeror shall be tasked with establishing a benchmark of the current TCS’ performance capabilities in conjunction with the Tollway. This benchmark will be used to identify areas of improvement in TCS performance to meet the performance accuracies in the RFP. Subsequently, once the TCS is brought into conformance, the Awarded Offeror shall be required to perform an annual audit of the entire TCS (all plazas and lanes) to verify its continued conformance and/or areas of non-conformance. With this in mind, discuss your proposed approach in both completing the initial benchmarking efforts and the annual TCS performance audit.

D.5.6.2. **TCS Performance Benchmark**

D.5.6.2.1. Describe in detail your proposed approach and methodology in completing the TCS performance benchmark, recognizing that the establishment of benchmarks will be a joint effort between the Awarded Offeror and the Tollway. Include in your discussion such aspects as:

D.5.6.2.1.1. Understanding and objective of the benchmarking process.

D.5.6.2.1.2. Timeline of tasks and efforts anticipated to complete the process.

D.5.6.2.1.3. Reporting and representation of results to the Tollway.

D.5.6.2.1.4. Resources required to complete the efforts, including Tollway or other 3rd party entities.

D.5.6.3. **Annual TCS Performance Audit**

D.5.6.3.1. Describe in detail your proposed approach to complete the annual TCS performance audit, in which each lane and plaza will be audited on a rolling basis throughout the year; such that at the end of the year all lanes and plazas are audited under varying traffic, environmental, and operating conditions. Include in your discussion such aspects as:

D.5.6.3.1.1. Overall test plan methodology (include example test cases).

D.5.6.3.1.2. Proposed timeline of testing and analysis efforts of the annual performance audit.

D.5.6.3.1.3. Reporting and representation of audit results (include possible mitigation efforts for non-conformance items).
D.5.6.3.1.4. Willingness and ability to support the Tollway in any independently performed performance audits.

D.5.7. **Software Maintenance**

D.5.7.1. Discuss your understanding and approach to software maintenance. Include in your discussion such aspects as:

D.5.7.1.1. Overall approach and ability to manage and maintain software systems.

D.5.7.1.2. Understanding of and ability to take over control, management, and maintenance of the current software systems used by the Tollway, as identified in the RFP.

D.5.7.1.3. Troubleshooting and incident response.

D.5.7.1.4. Previous project experiences, challenges, and improvements.

D.5.7.1.5. Ability to manage software upgrades, patches, fixes, security, etc. Addressing also regression testing, lab, pre-production, and field deployment strategies.

D.5.7.1.6. Any potential 3rd party subcontracting needs.

D.5.7.1.7. Also discuss potential strategies in takeover of existing software code, including such aspects as:

D.5.7.1.7.1. Code audit and documentation.

D.5.7.1.7.2. Code fix, enhancement, or upgrades.

D.5.8. **TCS Testing and Diagnostic Support**

D.5.8.1. Throughout the term of the contract it is anticipated that the Awarded Offeror will be required to support a variety of testing efforts. These may range from diagnostic testing of current systems and hardware to implementation of new technologies, software systems, and other solutions to support the future growth of the Tollway’s tolling program. With this in mind please provide a discussion on your experience, capability, and understanding of the various testing needs; which may be required under this contract. In your response please include the following aspects such as:

D.5.8.1.1. Overall testing methodology.

D.5.8.1.2. Types of testing efforts (i.e. diagnostics, regression testing, integration, lab testing, field testing, live, controlled, etc.).

D.5.8.1.3. Test plans/scripts development.

D.5.8.1.4. Data/results analysis (success/failure criteria).

D.5.8.1.5. AET Test Plaza management and support.
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D.5.8.1.6. 3rd Party interactions/dependencies.
D.5.8.1.7. Review and reporting of results to the Tollway.

D.5.9. Technology Innovation Support

D.5.9.1. The Tollway desires to remain flexible, both in terms of technology and business processes, to continuously improve the operations and effectiveness of its tolling system. As such, the Tollway must take into consideration evolving technologies and innovations on a continuous basis and has constructed the AET test plaza, specifically to test such new technologies and innovations. Please describe how you would partner with the Tollway in a collaborative manner to look for new ways to improve system operations and introduce enhancements, specifically how you would work with the Tollway and 3rd party vendors to support the testing and evaluation of new technologies for the Tollway.

D.5.9.2. Describe your approach to being proactive in bringing innovation to the Tollway and how you would make use of the Tollway's AET test plaza during the Contract term.

D.5.10. Account Management & Maintenance System

D.5.10.1. AMMS Functional and Technical Requirements: Discuss the Functional and Technical capabilities of the proposed Account Management & Maintenance System (AMMS). Specifically address the following aspects of the proposed AMMS:

D.5.10.1.1. Functional and technical description of the AMMS:

D.5.10.1.1.1. Alert/Monitoring capability.
D.5.10.1.1.2. Reporting.
D.5.10.1.1.3. Work Order generation and management.
D.5.10.1.1.4. Asset management capabilities.
D.5.10.1.1.5. Data analytic and reporting capabilities.
D.5.10.1.1.6. User interface(s), screens, dashboards, etc.
D.5.10.1.1.7. Infrastructure design (including disaster recover/secondary site).
D.5.10.1.1.8. Provide an initial (proposed) bill of materials (BOM) without any pricing. All pricing will be included in Packet 2.

D.5.10.1.2. Ability of AMMS to adapt to changes in system components, configuration of system alerts, work/task order templates, etc.
D.5.10.1.3. Administration, management, and upkeep of the AMMS. Also discuss special skillsets, staff, or other resources required to support the on-going use of the AMMS. Address the ability for the Tollway to maintain and use the AMMS independently from the Awarded Offeror.

D.5.10.1.4. Describe how the AMMS will interface with and collect data from the TCS subsystems and components.

D.5.10.1.5. Discuss whether or not live video (e.g. from a toll zone overview/Datalogger camera) can be integrated into the AMMS dashboard to display the video feed, along with the various transaction heuristics (e.g. loop activity, treadle activity, AVI activity, camera activity etc.) at the same time. This functionality will be very useful for system monitoring and audit purposes.

D.5.10.2. AMMS Delivery and Implementation: Discuss your approach for delivering the AMMS according to the high-level Project Milestones as defined in the RFP. Include the following:

D.5.10.2.1. Discuss the Awarded Offeror’s approach to project implementation management. Specifically discuss your approach to the following program management elements:

D.5.10.2.1.1. Proposed management of the project schedule and budget.

D.5.10.2.1.2. Provide an AMMS specific implementation phase organization chart on 8.5” x 11” paper (not included within page limits).

D.5.10.2.1.3. Project communications plan (including status reporting).

D.5.10.2.1.4. Planned formal meetings schedule.

D.5.10.2.1.5. Project issues identification and escalation processes.

D.5.10.2.1.6. AMMS hardware and software design and development efforts.

D.5.10.2.1.7. AMMS testing and go-live.

D.5.10.2.1.8. Risk management and mitigation.

D.5.10.2.1.9. Major challenges.

D.5.10.2.1.10. Key implementation milestone areas.

D.5.10.2.1.11. Quality Control/Quality Assurance.

D.5.10.2.1.12. Management of punch list items.
D.5.10.2.2. Provide a preliminary Implementation Project Schedule in PDF format. The Project Schedule should list all tasks and key milestones of AMMS delivery project starting with "Notice to Proceed" and ending with "Final Acceptance". At a minimum the project schedule should include the following, in no specific order:

D.5.10.2.2.1. Include all major schedule elements (project initiation, deliverables, purchase of equipment/hardware/software, installation, testing, review cycles, approvals, etc.)

D.5.10.2.2.2. All key deliverables, milestones, and sub tasks associated with project initiation.

D.5.10.2.2.3. All key deliverables, milestones, and sub tasks associated with project planning and requirements definition.

D.5.10.2.2.4. All key deliverables, milestones, and sub tasks associated with procurement and receipt of AMMS infrastructure hardware/software.

D.5.10.2.2.5. All key deliverables, milestones, and sub tasks associated with software development lifecycle of any and all software included in this solution. Also including external vendor integration tasks and testing, and all required testing efforts.

D.5.10.2.2.6. All key deliverables, milestones, and sub tasks associated with closing the Project with the Tollway and external vendors.

D.5.10.2.2.7. Identification of Critical Path deliverables, milestones, and sub tasks.

D.5.10.2.3. Describe your approach to data backups, data archiving, and disaster recovery.

D.5.10.2.4. Discuss your overall approach to end-user training. Specifically address the following:

D.5.10.2.4.1. Development of training documents.

D.5.10.2.4.2. Development of training materials.

D.5.10.2.4.3. Regular updating of training materials during the Maintenance Phase.
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D.5.11. **Awarded Offeror Management Requirements**

D.5.11.1. Discuss your overall project management methodology, as it relates to the entire project, addressing such aspects as:

D.5.11.1.1. Overall project management approach. Discuss both your firms’ general project management practices, as well as, how it will be applied and used specifically for this project. Also include any relative project experiences.

D.5.11.1.2. Project staffing and organization

D.5.11.1.2.1. Provide an overall organizational chart on 8.5” x 11” paper (not included in page limit) that shows planned staffing for full project.

D.5.11.1.2.2. Staffing qualifications.

D.5.11.1.2.3. Assignment of staff both locally and remotely.

D.5.11.1.3. Discuss your understanding and approach to developing the Maintenance Plan.

D.5.11.1.4. Training methodology.

D.5.11.1.5. Awarded Offeror interaction and reporting with Tollway staff.

D.5.11.1.6. Equipment/vehicles used, etc.

D.5.12. **Transition of Service**

D.5.12.1. Discuss your understanding and approach to facilitating both in-bound and out-bound transition efforts:

D.5.12.1.1. In-bound Transition

D.5.12.1.1.1. Discuss your proposed plan and methodology for transitioning maintenance services from the current Tollway provider. Specifically such aspects as:

- Transitioning schedules (NTP to full take over).
- Tasks and efforts anticipated.
- Resources, dependencies (both internal and external).
- Critical Items.
- Risk items.
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D.5.12.1.2. Describe in detail your approach for a maintenance warehouse. Currently the Tollway’s spare parts and related TCS assets are maintained and managed by ETCC, at a 12,000 sq. ft. maintenance facility located at 4640 Western Ave., Lisle, IL 60532. Options you may consider include, but are not limited to are: transferring the existing lease, subletting from ETCC, or establishing a new warehouse. Discuss such aspects as:

- Proposed facility location, size, amenities.
- Transition of Tollway TCS asset inventories (both in the warehouse and in the field).
- Test bench setup and test facility.

D.5.12.1.3. Out-bound Transition

D.5.12.1.3.1. Discuss your understanding and approach to supporting any end of term transition to a successor keeping in mind the successor could be the Tollway itself.

D.5.13. Maintenance of Traffic

D.5.13.1. Provide details related to your ability and experience in providing maintenance of traffic (MOT) for toll lane closures in a live traffic environment:

D.5.13.1.1. Discuss MOT as it relates to full or partial lane closures within the Tollway’s ORT and AET plazas.

D.5.13.1.2. Discuss if lane closure services would be subcontracted or handled completely by the Awarded Offeror.

D.5.13.1.3. Discuss the Awarded Offeror’s or Subcontractor’s experience providing lane closures during construction activity on major interstate highways.


D.5.13.1.5. Provide years of experience in providing this type of work.

D.5.13.2. Discuss type of equipment and personnel the Awarded Offeror or Subcontractor would deploy during lane closures.
Attachment 2 – Mandatory Requirement Compliance Matrix
(Excel spreadsheet posted separately for download)
Attachment 3 – Price Proposal
(Excel spreadsheet posted separately for download)
## Sheet 1
### Lane Maintenance Base Bid Cost Summary

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Total Cost ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Regular Toll System Maintenance Services - Base Term - Years 1 thru 5 (Sheet 2)</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Project Deliverables (Sheet 3)</td>
<td>LS</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total Contractor Base Bid Costs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Base Bid Cost</strong></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

Total price in words: 

Officer Signature: 

Typed Name, Title, Address and Phone Number: 

Page 1
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Total Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Year 1 of Regular Maintenance Services</td>
<td>Labor</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment, Tools, Other Directs</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vehicles</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance Warehouse/Shop</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software Maintenance</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software License(s)</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td>Lump</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Year 1 Subtotal</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Year 2 of Regular Maintenance Services</td>
<td>Labor</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Equipment, Tools, Other Directs</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vehicles</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance Warehouse/Shop</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software Maintenance</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software License(s)</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td>Lump</td>
<td>$</td>
</tr>
<tr>
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<td>Year 2 Subtotal</td>
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<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Year 3 of Regular Maintenance Services</td>
<td>Labor</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment, Tools, Other Directs</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vehicles</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance Warehouse/Shop</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software Maintenance</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software License(s)</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td>Lump</td>
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<tr>
<td></td>
<td>Year 3 Subtotal</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Year 4 of Regular Maintenance Services</td>
<td>Labor</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment, Tools, Other Directs</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vehicles</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance Warehouse/Shop</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software Maintenance</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software License(s)</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
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<tr>
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<td>Year 4 Subtotal</td>
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<tr>
<td>5</td>
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<td>Labor</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equipment, Tools, Other Directs</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vehicles</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance Warehouse/Shop</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software Maintenance</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3rd Party Software License(s)</td>
<td>Lump</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td>Lump</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Year 5 Subtotal</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Total Base Term Maintenance Cost**

**Note 1:** The Contractor shall propose an annual flat rate for regular maintenance services. Compensation will be made monthly based on 12 equal payments for the corresponding year of regular maintenance services.

**Note 2:** Any direct cost items (i.e., hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price. The cost for repairs performed by a third-party shall be a pass-through to the Tollway without any additional mark-up costs.
### Sheet 3
**Project Deliverables**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Total Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><em>Required Project Deliverables</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Account Maintenance &amp; Management System (AMMS)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Preliminary Design Document</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Preliminary Design Review and Configuration Workshop</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Detailed Design Document</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Detailed Design Review Workshop</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Draft AMMS User Manual</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Factory Acceptance Test</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AMMS Training</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>System Acceptance Test</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>AMMS Go-Live</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Final AMMS User Manual</td>
<td>Lump Sum</td>
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</table>

**Subtotal AMMS Delivery $**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Total Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>In-Bound ‘Ramp-Up’ Transition</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Mobilization</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Initial Startup Direct Costs (tools, equipment, etc. not covered under annual costs)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Maintenance Plan (updates to occur as part of annual maintenance efforts)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Warehouse Establishment and Transfer of inventory</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal In-Bound Delivery $**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Total Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Out-Bound Transition of Services</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>End of Term Transition Plan (Initial)</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Completion of Out-Bound Transition Efforts</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal Out-Bound Delivery $**

**Total Project Deliverables Cost $**

---

**Note 1:** Compensation for delivery of the AMMS shall be based on successful delivery/completion of each pay item listed above.

**Note 2:** Compensation for transfer of Warehouse shall be based on full transfer and operation of the maintenance warehouse.

**Note 3:** Compensation for the initial End of Term Transition Plan shall be made once finalized and approved by the Tollway.

**Note 4:** Compensation for the remainder of Out-Bound Transition Services shall be based on full and successful completion of transition of effort to the successor.
## Optional Price Items

**OPTIONAL BID ITEMS WILL NOT BE INCLUDED IN SCORING OF PRICING**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Total Item Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TCS Network Communications Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor</td>
<td>Monthly</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Equipment, Tools, Other Devices</td>
<td>Monthly</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>3rd Party Software Licenses</td>
<td>Monthly</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>TCS Network Spare Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cisco 3650-24</td>
<td>Per</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Cisco 3650-48</td>
<td>Per</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Maintenance of Traffic (CRT/AET Lanes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CRT - Single Lane Closure</td>
<td>Hr</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>CRT - Full Zone Closure</td>
<td>Hr</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>AET - Single Lane Closure</td>
<td>Hr</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>AET - Multi Lane Closure</td>
<td>Hr</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify (enter a detailed breakdown of cost on Sheet 6. The cell will automatically populate from Sheet 6)</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Note 1:** If TCS Network Communications Maintenance is elected at any time by the Tollway, it shall be included as a separate line item with the monthly invoice for Regular Toll System Maintenance Services (Sheet 2).

**Note 2:** Any direct cost items (i.e., hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price. The cost for repairs performed by a third-party shall be a pass through to the Tollway without any additional mark-up costs.
### Sheet 5
**Time & Materials Unit Costs (Special Projects)**

*T&M Unit Costs will not be included in scoring of pricing*

<table>
<thead>
<tr>
<th>Item #</th>
<th>Position/Classification</th>
<th>Unit</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Labor Rates</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Project Principal</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Project Manager</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Assistant Project Manager</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Quality Assurance Manager</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Lead Field Technician</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Field Technician</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Licensed Electrician</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>AMMS Administrator</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Warehouse Manager</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Technical Analytics Lead</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Business Analyst</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Software Manager/Technical Lead</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Installation Manager</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Network Communications Lead</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Network Administrator (Cisco Certified)</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Software Programmer/Developer</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Database Administrator</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify</td>
<td>Hr.</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Other - Specify</td>
<td>Hr.</td>
<td>$</td>
</tr>
</tbody>
</table>

|        | **Other T&M Unit Costs** |      |           |
|        | Vehicle - Lift Gate/Bucket Truck | Hr. | $         |
|        | Vehicle - Standard Utility/Van | Hr. | $         |
|        | Other - Specify          | Hr.  | $         |
|        | Other - Specify          | Hr.  | $         |

Note 1. Labor rates for supplemental maintenance services shall be represented as fully loaded rates including any overhead, fringe or profit.
### Sheet 5
**Other Specified Cost Items (As Needed)**

Optional bid item costs and labor unit costs will not be included in scoring of pricing - be sure to enter total by associated line items.

Note: Formulas have been added to cells D4-D8 (for Sheet 2) and D22-D24 (for Sheet 4). The Offerer will need to enter the appropriate item in cells A10-A20 for Sheet 2 items and cells A29-A35 for Sheet 4 items for the formulas to correctly capture the cost per category as summarized in rows 4-8 (for sheet 2) and rows 22-24 (for Sheet 4). To allow the totals to be accurately captured when addition lines are required, the Offeror shall insert additional cell between rows 10-20 (for Sheet 2 items) and 26-35 (for Sheet 4 items).

<table>
<thead>
<tr>
<th>Item</th>
<th>Description Other Maintenance Services</th>
<th>Lump Sum</th>
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<tbody>
<tr>
<td>1</td>
<td>Other - Specify Year 1 of Regular Maintenance Services</td>
<td>$0.00</td>
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<tr>
<td>2</td>
<td>Other - Specify Year 2 of Regular Maintenance Services</td>
<td>$0.00</td>
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<tr>
<td>3</td>
<td>Other - Specify Year 3 of Regular Maintenance Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Other - Specify Year 4 of Regular Maintenance Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>5</td>
<td>Other - Specify Year 5 of Regular Maintenance Services</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description Other Price Items Totals</th>
<th>Total by Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Other - Specify (TCS Network Communications Maintenance)</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>Other - Specify (TCS Network Spare Equipment)</td>
<td>$0.00</td>
</tr>
<tr>
<td>3</td>
<td>Other - Specify (Maintenance of Traffic (CPT/AET Lanes)</td>
<td>$0.00</td>
</tr>
<tr>
<td>Item</td>
<td>Description Other Required Project Deliverables</td>
<td>Total Item Cost</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
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</table>
Exhibit 1 - Toll Plaza Revenue Categories
## Exhibit 1 – Toll Plaza Revenue Categories

<table>
<thead>
<tr>
<th>Plaza Revenue Category</th>
<th>Plaza Name/Location</th>
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</thead>
<tbody>
<tr>
<td><strong>Category A</strong></td>
<td></td>
</tr>
<tr>
<td>21-Waukegan</td>
<td></td>
</tr>
<tr>
<td>35-Cermak Rd</td>
<td></td>
</tr>
<tr>
<td>41-163rd St</td>
<td></td>
</tr>
<tr>
<td>89-Boughton Rd Mainline</td>
<td></td>
</tr>
<tr>
<td>99-Spring Creek</td>
<td></td>
</tr>
<tr>
<td>73-Army Trail Rd</td>
<td></td>
</tr>
<tr>
<td>29-Touhy Ave</td>
<td></td>
</tr>
<tr>
<td>01-South Beloit</td>
<td></td>
</tr>
<tr>
<td>33-Irving Park Rd</td>
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</tr>
<tr>
<td>36-82nd St</td>
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</tr>
<tr>
<td>39-83rd St</td>
<td></td>
</tr>
<tr>
<td>09-Elgin Rd</td>
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</tr>
<tr>
<td>61-Aurora</td>
<td></td>
</tr>
<tr>
<td>66-DeKalb Mainline</td>
<td></td>
</tr>
<tr>
<td>51-York Rd</td>
<td></td>
</tr>
<tr>
<td>52-Meyers Rd</td>
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<tr>
<td><strong>Category B</strong></td>
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</tr>
<tr>
<td>17-Devon Ave</td>
<td></td>
</tr>
<tr>
<td>24-Edens Spur</td>
<td></td>
</tr>
<tr>
<td>07-Marengo</td>
<td></td>
</tr>
<tr>
<td>05-Belvidere</td>
<td></td>
</tr>
<tr>
<td>69-Dixon Mainline</td>
<td></td>
</tr>
<tr>
<td>19-River Rd</td>
<td></td>
</tr>
<tr>
<td>43-Interstate 80 West</td>
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</tr>
<tr>
<td>45-Interstate 80 East</td>
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</tr>
<tr>
<td>42-Interstate 57</td>
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<tr>
<td>37-I-55 S (Stevenson Expressway)</td>
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<tr>
<td>75-North Ave.</td>
<td></td>
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<tr>
<td>320 - Lively Blvd.</td>
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<tr>
<td>322 - Mittel Dr.</td>
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</tr>
<tr>
<td>324 - Park Blvd.</td>
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</tr>
<tr>
<td>326 - Plum Grove Rd.</td>
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</tr>
<tr>
<td>328 - Mitchell Blvd.</td>
<td></td>
</tr>
<tr>
<td>330 - Lake St.</td>
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</tr>
<tr>
<td>Plaza Revenue Category</td>
<td>Plaza Name/Location</td>
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<tr>
<td>------------------------</td>
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<tr>
<td>Category C</td>
<td></td>
</tr>
<tr>
<td></td>
<td>06-Route 47</td>
</tr>
<tr>
<td></td>
<td>03-Maple Ave.</td>
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<tr>
<td></td>
<td>04-Route 173</td>
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<tr>
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<td>10-Barrington</td>
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<tr>
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<td>12-Roselle Rd.</td>
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<td></td>
<td>57-Naperville Rd.</td>
</tr>
<tr>
<td></td>
<td>55-Midwest Rd.</td>
</tr>
<tr>
<td></td>
<td>64-Orchard</td>
</tr>
<tr>
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<td>58-Winfield Rd.</td>
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<tr>
<td></td>
<td>101-Route 6</td>
</tr>
<tr>
<td></td>
<td>63-Rte 31 (East-West)</td>
</tr>
<tr>
<td></td>
<td>81-Ogden Ave.</td>
</tr>
<tr>
<td></td>
<td>325 - Ketter Dr.</td>
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<tr>
<td></td>
<td>5A - Irene Rd.</td>
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<tr>
<td></td>
<td>12A - Meacham Rd.</td>
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<td></td>
<td>18A - Elmhurst Rd.</td>
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<td></td>
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<tr>
<td></td>
<td>06-Route 47</td>
</tr>
<tr>
<td></td>
<td>03-Maple Ave.</td>
</tr>
<tr>
<td></td>
<td>04-Route 173</td>
</tr>
<tr>
<td></td>
<td>10-Barrington</td>
</tr>
<tr>
<td></td>
<td>12-Roselle Rd.</td>
</tr>
<tr>
<td></td>
<td>57-Naperville Rd.</td>
</tr>
<tr>
<td></td>
<td>55-Midwest Rd.</td>
</tr>
<tr>
<td></td>
<td>64-Orchard</td>
</tr>
<tr>
<td></td>
<td>58-Winfield Rd.</td>
</tr>
<tr>
<td></td>
<td>101-Route 6</td>
</tr>
<tr>
<td></td>
<td>63-Rte 31 (East-West)</td>
</tr>
<tr>
<td></td>
<td>81-Ogden Ave.</td>
</tr>
<tr>
<td></td>
<td>325 - Ketter Dr.</td>
</tr>
<tr>
<td></td>
<td>5A - Irene Rd.</td>
</tr>
<tr>
<td></td>
<td>12A - Meacham Rd.</td>
</tr>
<tr>
<td></td>
<td>18A - Elmhurst Rd.</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>06-Route 47</td>
</tr>
<tr>
<td></td>
<td>03-Maple Ave.</td>
</tr>
<tr>
<td></td>
<td>04-Route 173</td>
</tr>
<tr>
<td></td>
<td>10-Barrington</td>
</tr>
<tr>
<td></td>
<td>12-Roselle Rd.</td>
</tr>
<tr>
<td></td>
<td>57-Naperville Rd.</td>
</tr>
<tr>
<td></td>
<td>55-Midwest Rd.</td>
</tr>
<tr>
<td></td>
<td>64-Orchard</td>
</tr>
<tr>
<td></td>
<td>58-Winfield Rd.</td>
</tr>
<tr>
<td></td>
<td>101-Route 6</td>
</tr>
<tr>
<td></td>
<td>63-Rte 31 (East-West)</td>
</tr>
<tr>
<td></td>
<td>81-Ogden Ave.</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>5A - Irene Rd.</td>
</tr>
<tr>
<td></td>
<td>12A - Meacham Rd.</td>
</tr>
<tr>
<td></td>
<td>18A - Elmhurst Rd.</td>
</tr>
</tbody>
</table>
Exhibit 2 – Accident Report Form
## Performance Measurement

### Equipment Damage Repair/Replacement Estimate

**Accident Date:**

**Accident Number:**

**Accident Location:**

<table>
<thead>
<tr>
<th>Damaged Item:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Serial Number:</td>
<td></td>
</tr>
<tr>
<td>Description of Damage:</td>
<td></td>
</tr>
<tr>
<td>Number of Technicians:</td>
<td></td>
</tr>
<tr>
<td>Total Number of Labor Hours:</td>
<td></td>
</tr>
<tr>
<td>Labor Cost Per Hour:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Regular:</th>
<th>Overtime:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Parts List (part# and or description/qty/cost):**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Misc:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Parts cost:**

**Total Labor Costs:**

**Total Cost to Tollway:**

(Source) - Parts Pricing/Vendor Name/Contact Number: **Copies of all source documentation must be provided to support all of the above figures**. **Photo’s of the damage are also required**.

Estimators’ Name: ___________________________ Date: ___________________________

Authorized Signature: ___________________________ Date: ___________________________
Exhibit 3 – Property Damage Form
### State of Illinois RFP

Exhibit 3 – Property Damage Form

**CONTRACTOR**

- Accident #: [Blank]
- Location: [Blank]
- Lane Type: [Blank]

<table>
<thead>
<tr>
<th>Part List</th>
<th>X: Indicates Damaged Item</th>
<th>Vendor</th>
<th>Cost</th>
<th>Contractual Markup</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lane Controller &amp; Cabinet</td>
<td></td>
<td>TransCore</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Front Shot Camera (Non-Digital)</td>
<td></td>
<td>INEX</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Front Shot Camera (Digital)</td>
<td></td>
<td>INEX</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Rear Shot Camera (Digital)</td>
<td></td>
<td>TransCore</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Rear Shot Camera (Non-Digital)</td>
<td></td>
<td>ETC</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Rear Camera Pedestal</td>
<td></td>
<td>EMI Security</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Front Shot Momi</td>
<td></td>
<td>INEX</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Power Supply</td>
<td></td>
<td>INEX</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Laser Separator &amp; Pole</td>
<td></td>
<td>OSL Optoelectics</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>ACM Cabinet (Cone Head)</td>
<td></td>
<td>TransCore</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Yellow and Blue Lamps and Globes</td>
<td></td>
<td>ETC Manufactured</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Stop / Thank You Signal LED</td>
<td></td>
<td>Brown Traffic</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>24 3/4 Post Stanchion Assembly</td>
<td></td>
<td>Brown Traffic</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>19 1/2 Post Stanchion Assembly</td>
<td></td>
<td>Brown Traffic</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Gate &amp; Gate Hoosing - MB20 C100</td>
<td></td>
<td>Magnetic Auto Control</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Cabinet Heat Exchanger</td>
<td></td>
<td>TransCore</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Miscellaneous Equipment</td>
<td></td>
<td></td>
<td>$</td>
<td>-</td>
<td>Varies</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Traffic Island</th>
<th>X: Indicates Damaged Item</th>
<th>Vendor</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dehumidator Pole</td>
<td></td>
<td>Hoyle Road Equip.</td>
<td>$</td>
</tr>
<tr>
<td>Dehumidator Reflector</td>
<td></td>
<td>Vega</td>
<td>$</td>
</tr>
</tbody>
</table>

- Technician: [Blank]
- Date: [Blank]
- Authorized Person: [Blank]
- Date: [Blank]
STATE OF ILLINOIS

Exhibit 4 – 13-0313 ANPR RFP
(included as a separate PDF download)
Exhibit 5 – 14-0065 ATPM RFP
(included as a separate PDF download)
Exhibit 6 – Glossary of Terms and Acronyms
<table>
<thead>
<tr>
<th>Term</th>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accenture Tolling Solution</td>
<td>ATS</td>
<td>The Tollway’s integrated electronic tolling back office system provided by Accenture LLP that provides electronic toll collection customer account management services and receives violation images and transactions from the toll lanes for subsequent image review and payment processing. See Customer Service Center (CSC) and Violation Processing System (VPS).</td>
</tr>
<tr>
<td>Addenda</td>
<td></td>
<td>Written or graphic instruments issued by the Tollway prior to the execution of the Contract, which modify or interpret the RFP Documents by additions, deletions, clarifications, corrections or other type of modifications. Addenda shall become part of the Contract Documents when the Contract is executed.</td>
</tr>
<tr>
<td>Advertisement:</td>
<td></td>
<td>The public announcement, as required by law, inviting qualified Venders/Offerors to respond to the RFP for Work to be performed for the Contract.</td>
</tr>
<tr>
<td>Agency</td>
<td></td>
<td>See “Authority”, “the Tollway”, or “the Illinois Tollway”.</td>
</tr>
<tr>
<td>All Electronic Tolling</td>
<td>AET</td>
<td>An automated toll collection system that uses electronic means (radio frequency identification and license plate image capture) to collect toll revenue with no option for manual cash payment in the toll lanes.</td>
</tr>
<tr>
<td>Apparent Awardee</td>
<td></td>
<td>The Proposer tentatively selected and recommended as the successful Offeror by the Technical Evaluation Committee (TEC), subject to Approval by the Tollway and its Board.</td>
</tr>
<tr>
<td>As-Built</td>
<td></td>
<td>Updated or ‘red-lined” drawings, plans, deliverables and other work products that reflect changes made during the implementation process, recording differences between the planned and the delivered Systems and Services.</td>
</tr>
<tr>
<td>Authority</td>
<td></td>
<td>The Illinois State Highway Toll Authority. To avoid unnecessary repetition of expressions, whenever in the Contract Documents the term “Authority” or “the Tollway” or “the Illinois Tollway” is used, it is understood that “or the Tollway designated representative” is a part of the term unless specifically indicated otherwise. Such designated representative will be identified by the Tollway.</td>
</tr>
<tr>
<td>Authorized User</td>
<td></td>
<td>Any person who has been given permission by the Tollway to access some portion of the System, Product, Service, data, or documents using role-based security.</td>
</tr>
</tbody>
</table>
## Exhibit 6 – Glossary of Terms and Acronyms

<table>
<thead>
<tr>
<th>Term</th>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automatic Coin Machine</td>
<td>ACM</td>
<td>A machine that allows a customer to pay their toll in a lane without toll collector assistance by using cash in the form of coins.</td>
</tr>
<tr>
<td>Automatic Number Plate Recognition System</td>
<td>ANPR</td>
<td>A System of cameras, lighting, sensors, computers, image capture software and optical character recognition software that can trigger cameras, produce digital images and extract alpha numeric values of license plate numbers, plate types and jurisdictions to identify the characters, state and plate type from a front or rear image of a vehicle.</td>
</tr>
<tr>
<td>Automatic Toll Payment Machines</td>
<td>ATPMs</td>
<td>A machine that allows a customer to pay their toll in a lane without toll collector assistance by using either cash, coin, credit card or other electronic means of payment.</td>
</tr>
<tr>
<td>Automatic Vehicle Classification System</td>
<td>AVC</td>
<td>A System for automatic vehicle detection, separation and classification of vehicles used for the determination of tolls fares.</td>
</tr>
<tr>
<td>Automatic Vehicle Identification System</td>
<td>AVI</td>
<td>A System consisting of radio frequency identification (RFID) antenna and reader equipment and a compatible Transponder mounted in a vehicle used to provide automatic and unique identification of the vehicle based upon the electronic Transponder read as the vehicle passes the toll collection point.</td>
</tr>
<tr>
<td>Asset Management</td>
<td></td>
<td>The management of all components of a system and its subsystems including software, documentation, supporting equipment and systems viewed as assets of the Tollway.</td>
</tr>
<tr>
<td>Asset Management and Maintenance System</td>
<td>AMMS</td>
<td>A stand-alone automated system integrated with the toll collection system that monitors and records its performance, tracks alarm/alert messages, notifies personnel in real-time of failures or degradation, creates and tracks work orders from notification, acknowledgement, through repair and restoration of service. The AMMS also tracks each element, component and subsystem requiring an asset inventory of spare parts.</td>
</tr>
<tr>
<td>BEP</td>
<td></td>
<td>Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575).</td>
</tr>
<tr>
<td>Business Days</td>
<td></td>
<td>Sunday through Saturday, 12:00 a.m. to 12:00 a.m. (i.e. 24x7).</td>
</tr>
<tr>
<td>Calendar Days</td>
<td></td>
<td>A period of time from midnight to midnight; all days in the month, including weekends and holidays.</td>
</tr>
<tr>
<td>Canopy Lights</td>
<td></td>
<td>Lights that are mounted on the overhead canopy above each toll lane used to inform vehicles whether a toll lane is open or closed.</td>
</tr>
<tr>
<td><strong>Cash Management System</strong></td>
<td>CMS</td>
<td>A system that manages the cash management and bank funds at the plaza level, including toll collector bank management, ACM vault management, change fund request management and supervisor activity.</td>
</tr>
<tr>
<td>---------------------------</td>
<td>-----</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td></td>
<td>The signed agreement between the Tollway and the Awarded Offeror to legally bind the Awarded Offeror to perform the duties outlined in the Solicitation, including not limited to, all exhibits, the Proposal, appendices, addendums, attachments, licenses, and any other document incorporated by reference into the specification in accordance with the Contract Terms and Conditions. The Contract Documents, as amended from time to time, form the Contract between the Tollway and the Contractor, setting forth the obligations of the parties including, but not limited to, the performance of the Work and the basis of payment. Also, Contract means all types of State agreements, including change orders and renewals, regardless of what they may be called, for the procurement, use, or disposal of supplies, services, professional or artistic services, or construction or for leases of real property, whether the State is lessor or lessee, or capital improvements, and including master contracts, contracts for financing through the use of installment or lease-purchase arrangements, renegotiated contracts, amendments to contracts, and change orders.</td>
</tr>
</tbody>
</table>
### Contract Documents

The term “Contract Documents” includes:

- Advertisement of the Request for Proposals (“RFP”);
- Form of Contract or Contract, Notice of Award, Notice to Proceed (“NTP”), Executed Form of Contract, Addenda/Addendum, or other information mailed or otherwise transmitted to the Proposers prior to the submittal of Proposals;
- The Proposal submitted by the Successful Proposer (including documentation accompanying the Proposal and any post-Proposal documentation submitted prior to the Notice of Award);
- Negotiated Contracts and documentation;
- Final conformed Scope of Work and Requirements, including attachments; and
- Any supplemental Contracts (e.g., change orders), as may be amended from time to time, which are all to be treated as one instrument whether or not set forth at length in the form of Contract.

### Contract Term

The duration of the contract, including any authorized renewals and extensions

### Contractor

Contractor shall mean any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Work in the State of Illinois. Such legal entity shall be the entity that enters into a written Contract with the Tollway to perform the Work described in the RFP Documents and Contract Documents. In the context of this RFP, the Contractor is the Proposer. Contractor also may be referred to as “the Vendor”.

### Contractor’s Project Manager

Contractor’s duly designated representative responsible for day-to-day management of the Work and communications with Tollway.

### Corrective Maintenance

CrM

Maintenance activities undertaken on a priority basis to detect, isolate, and rectify a fault or substantial degradation in functionality of a system in order to restore it to its normal operable state.

### Commercial off the Shelf

COTS

Equipment or software product that can be purchased directly from one or more commercial vendors as standard offering.
<p>| <strong>Critical Path</strong> | A schedule of activities from beginning to end of the Contract, and the earliest and latest that each activity can start and finish to ensure successful implementation of the Contract. |
| <strong>Customer Service Center</strong> | CSC | The Tollway’s electronic toll collection customer account management system and services, used by the customers to pay for their electronic tolls. See Accenture Tolling Solution (ATS). |
| <strong>Day</strong> | Refers to a calendar day unless otherwise stated. |
| <strong>Data Analytics</strong> | The process of examining raw data with the purpose of drawing conclusions about that information. Data analytics is used to determine if a process or function is meeting its performance goal or to support the decision that it needs to be changed or replaced. See Trend Analyses. |
| <strong>DataLogger™</strong> | A proprietary product of Rapid Toll Systems that is used by the Tollway to provide independent data collection to measure toll system accuracy. |
| <strong>Deliverable(s)</strong> | Refers to the Contractor’s Products and Services, including plans, documents, designs, components, Milestones and a fully functioning system which are prepared for the Tollway during the course of Contractor’s performance under the Contact. |
| <strong>Enhancements</strong> | Includes but is not limited to all updates, upgrades, additions, and changes to, future releases for, maintenance updates, error corrections to the Software, firmware and/or System in whole or in part. It shall also include updates that encompass improvements, extensions, deficiency corrections, or other changes that are logical improvement or extension of the System. |
| <strong>EOWA</strong> | Elgin-O’Hare Western Access |
| <strong>E-ZPass</strong> | An electronic toll collection program that allows customers to travel through participating toll facilities without having to stop and pay for their tolls via a pre-paid account. The E-ZPass Group is an association of 37 tolling agencies in 16 states that operate as an interoperable electronic toll collection program. |
| <strong>Factory Acceptance Test</strong> | FAT | The testing performed by the Contractor to verify that functional elements of the System are in conformance with the Functional, Technical and Operational Requirements. |
| <strong>Fiber / Fiber Optics</strong> | An electronic communication method that uses modulated light beam(s) to transmit data and sensor signals through single and multi-mode fiber optic cables made of optical grade glass fibers. |
| <strong>Final Acceptance</strong> | A System closeout procedure ensures that the Contractor has complied with all the Contract requirements and that, in turn, the Tollway has fulfilled its obligations. Contract Closeout is the culmination of a series of monitoring actions throughout the life of the contract. A written notice from the Tollway to the Contractor indicating that the System and/or Services purchased by the Tollway 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 Specifications of the Contract. |
| <strong>Graphical User Interface</strong> | <strong>GUI</strong> | A Software screen and menu representation that allows users to input, retrieve, add, and change data. |
| <strong>Hardware</strong> | A collective term that shall include the physical components of the System, including but is not limited to receivers, transmitters, antenna, coaxial hardline, routers, hubs, servers, computers, telecommunications, mounting equipment and other similar devices. Hardware is also used collectively to describe the physical aspects of telecommunications network infrastructure. |
| <strong>Host</strong> | The computer and or system that performs the central processing of toll transactional data collected from the toll plazas and toll lanes for the TCS and then sends them onto the Accenture Tolling Solution (ATS). Also serves as the repository for all lane transactional data. |
| <strong>IDRIS</strong> | <strong>IDRIS</strong> | A proprietary specialized inductive traffic loop and detector (Smart Loop) designed to accurately detect the number of vehicle axles, tires and direction of travel. |
| <strong>I-PASS</strong> | <strong>I-PASS</strong> | The name of the electronic toll collection program used by the Tollway that is interoperable with E-ZPass. |
| <strong>I-PASS Only</strong> | <strong>IPO</strong> | Toll lanes that only allow payment with electronic RFID transponders (I-Pass or E-ZPass). |
| <strong>Illinois Tollway</strong> | <strong>ISHTA</strong> | The Illinois State Highway Toll Authority. See “Agency”, “Authority”, “the Tollway”, “We”, or “the State”. |
| <strong>Image Capture</strong> | The method by which video image capture cameras, lighting and sensors obtain and process an image of a vehicle (typically the front or rear license plate region) as it passes through the toll lane. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intellectual Property</td>
<td>IP</td>
<td>Licenses, patents, copyright and trademarks for software, creations of the mind, such as inventions; designs; and symbols, names and images used in commerce.</td>
</tr>
<tr>
<td>Interoperability</td>
<td></td>
<td>A cooperative arrangement established between public and/or commercial entities (toll agencies, parking lot operators, etc.) wherein transponders issued by one entity will be accepted at facilities belonging to all other interoperable entities.</td>
</tr>
<tr>
<td>Key Performance Indicators</td>
<td>KPI</td>
<td>KPIs are a set of system requirements that establish a service level of operation in critical areas to measure system performance.</td>
</tr>
<tr>
<td>Key Staff</td>
<td></td>
<td>Contractor staff identified in the Contract documents that are assigned to the Project.</td>
</tr>
<tr>
<td>Lane Controller</td>
<td></td>
<td>A full-featured integrated software and hardware solution that manages and automates the real-time control of toll lane equipment and creates secure revenue toll payment Transactions from various lane data sources.</td>
</tr>
<tr>
<td>Laser Delineator</td>
<td></td>
<td>Also known as a laser scanner. A device that uses an invisible Infra-Red laser light beam to measure and detect vehicle dimensions and gaps between vehicles as they pass through the toll lane.</td>
</tr>
<tr>
<td>License</td>
<td></td>
<td>The rights granted by the Contractor to the Tollway to use the Software that is supplied or developed by Contractor under this Contract.</td>
</tr>
<tr>
<td>License Plate Image</td>
<td></td>
<td>A file of digital images of the front and or rear license plate of a vehicle that has passed through the tolling point.</td>
</tr>
<tr>
<td>Live Traffic</td>
<td></td>
<td>Actual traffic on the roadway in an uncontrolled, live environment.</td>
</tr>
<tr>
<td>Loop (Traffic Loop)</td>
<td></td>
<td>A system of copper wire loops (Traffic loop) installed in the roadway connected to a detector at the roadside toll lane used to detect the presence of a vehicle by means of changes in the electromagnetic field of the loop as the vehicles’ axles and wheels pass over the loop.</td>
</tr>
<tr>
<td>Lump Sum</td>
<td></td>
<td>A fixed dollar cost for a given scope of work that is inclusive of all costs necessary to complete the task.</td>
</tr>
<tr>
<td>Manual Lane Terminal</td>
<td>MLT</td>
<td>The data entry terminal used by a Toll Collector to process a customer’s toll payment in the lane.</td>
</tr>
<tr>
<td>Maintenance Contractor</td>
<td></td>
<td>A Contractor qualified by their experience and the requirements of the RFP to perform System maintenance.</td>
</tr>
<tr>
<td>Term</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Maintenance Dashboard</td>
<td>A GUI that aggregates various System component statuses and information in order to provide a high level management view of the operational condition of the System and its subsystems.</td>
<td></td>
</tr>
<tr>
<td>Maintenance Online Management System (MOMS)</td>
<td>An automated, fully integrated System that monitors the status of the TCS in real time, records system and process failures, notifies maintenance personnel, generates and tracks Work Orders, maintains preventative maintenance schedules, generates repair history, maintains parts inventory and asset management.</td>
<td></td>
</tr>
<tr>
<td>Mean Time Between Failure (MTBF)</td>
<td>A basic measure of the reliability of repairable items within a system, it represents the average number of life units (duty cycles, time cycles, distance, events, etc.) during which all parts of a device or system perform within their specified limits, under specified conditions.</td>
<td></td>
</tr>
<tr>
<td>Mean Time To Repair (MTTR)</td>
<td>A measure of the maintainability of repairable items within a system, it represents the average (mean) time required to repair a failed component or device.</td>
<td></td>
</tr>
<tr>
<td>Milestone</td>
<td>Completion of Work for which the Tollway's Approval is needed in order to receive payment and or proceed with the next project phase.</td>
<td></td>
</tr>
<tr>
<td>Software Modification</td>
<td>Changes, updates or enhancements made by the Contractor to the software or firmware used in the TCS.</td>
<td></td>
</tr>
<tr>
<td>Money Counting Room (MCR)</td>
<td>A system that manages the money counting management and plaza bank funds, including deposit bag management, vault management, change fund request management, bank deposit and summary reporting.</td>
<td></td>
</tr>
<tr>
<td>National Electric Code (NEC)</td>
<td>NEC or NFPA 70 is a regionally adoptable standard for use by designers, engineers and electrical workers that dictates the safe installation of electrical wiring and equipment in the United States.</td>
<td></td>
</tr>
<tr>
<td>National Electrical Manufacturers Association (NEMA)</td>
<td>Industry organization that publishes standards for manufacturers of Electrical products to ensure safety.</td>
<td></td>
</tr>
<tr>
<td>Notice of Award</td>
<td>A written notice given by the Tollway and published in the Illinois Procurement Bulletin Board (IPB) to announce the Awarded Offeror of the Solicitation/Contract.</td>
<td></td>
</tr>
</tbody>
</table>
### Notice to Proceed (NTP)
A written notice given by the Tollway to the Contractor establishing the date on which the Contract Term will commence, and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.

### Open Road Tolling (ORT)
The collection of tolls without the use of toll booths via an electronic Toll Collection System, where drivers are charged the toll via their transponder without having to stop, slow down or stay in a given lane.

### Optical Character Recognition (OCR)
A Software process that automatically recognizes license plate characters without requiring human intervention (by translating electronic image data into readable text), then extracts and provides the license plate characters and state jurisdiction from the image of the license plate.

### Payment Card Industry (PCI)
The Credit Card industry organization that publishes standards for the protection of personal credit information.

### Payment Card Industry Data Security Standard (PCI-DSS)
Payment Card Industry Data Security Standard - a proprietary information security standard for organizations that process credit card transactions.

### Performance and Payment Bond
The securities furnished by the Contractor, which serve as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents, and pay all legal debts pertaining to the Work.

### Performance (Accuracy) Metrics
Critical requirements used to measure the performance level of a system or process.

### Performance Audit
A predefined process to review and certify that the System is meeting key performance requirements.

### Plaza Host System
Server located at each plaza that queues and transmits toll transactions to the Host. Generally holds transactions for multiple toll lanes.

### Predictive Maintenance (PdM)
Maintenance activities that are targeted for specific devices or components based on predetermined intervals to diagnose and monitor a condition or system.

### Preventive Action Report (PAR)
A report generated by the AMMS identifying all action taken for preventive maintenance work orders and efforts performed.

### Preventive Maintenance (PrM)
Maintenance activities that are planned and performed on scheduled basis.

### Price Proposal
The Offerors sealed Pricing, which the Offeror shall submit in response to the Solicitation Documents issued by the Tollway for providing the Work.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Level</td>
<td>A status established in order of importance or urgency.</td>
</tr>
<tr>
<td>Proposer/Offeror</td>
<td>Proposer/Offeror means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Work set forth in this RFP in the State of Illinois, who submits to the Tollway an Offer/Proposal for the Work by the deadline provided herein. Should such Offeror/Proposer be selected as the Successful Offeror/Proposer and awarded the Contract, such legal entity shall be the entity that enters into a written Contract with the Tollway to perform the Work as described in the RFP Documents and Contract Documents.</td>
</tr>
<tr>
<td>Proximity Card Reader</td>
<td>An inductive or radio frequency device used for access control that reads and validates credential information contained in a proximity (prox.) card or fob.</td>
</tr>
<tr>
<td>Proposal/Offer</td>
<td>All forms and signature areas contained in the solicitation package (must be completed in full) and submitted along with the technical response and price proposal which combined will constitute the Proposal/Offer.</td>
</tr>
<tr>
<td>Punch List</td>
<td>Refers to the list of Work which remains to be completed before Final Acceptance.</td>
</tr>
<tr>
<td>Quality Assurance</td>
<td>QA The process of confirming the degree of excellence of a Product or Service, measured against its defined purpose.</td>
</tr>
<tr>
<td>Radio Frequency</td>
<td>RFID Short range wireless technology in the form of a radio based reader and vehicle mounted transponder (tag) used to specifically identify a vehicle by reading the tag as it passes the antenna.</td>
</tr>
<tr>
<td>Identification</td>
<td></td>
</tr>
<tr>
<td>Reciprocity</td>
<td>See interoperability</td>
</tr>
<tr>
<td>Request for Proposal</td>
<td>RFP All Solicitation documents, regardless of medium, whether attached or incorporated by reference, including but is not limited to: attachments, exhibits and addenda. The RFP is utilized for soliciting information from Offerors to determine the Offeror which provides the best overall value to the Tollway.</td>
</tr>
<tr>
<td>Resource</td>
<td>The term “Resource” as used in this solicitation shall mean an individual meeting the qualifications of a particular Skill Category retained by the State to perform services under a statement of work (SOW). All Resources retained under the contract shall at all times be considered employees, agents or subcontractors of the Offeror.</td>
</tr>
<tr>
<td>Router</td>
<td>A network communications component that connects devices to the toll system network.</td>
</tr>
</tbody>
</table>
### STATE OF ILLINOIS

#### Exhibit 6 – Glossary of Terms and Acronyms

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>SOW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Also referred to as Statement of Work. This is a description of the construction, goods, or services being procured.</td>
</tr>
<tr>
<td>Services</td>
<td>The term “Services” as used in this solicitation shall mean the business requirements, services, deliverables, duties and responsibilities described in a Scope of Work and any and all work necessary to complete or carry them out fully and to the standard of performance required in the Contract.</td>
</tr>
<tr>
<td>Service Credit Assessment</td>
<td>A penalty assessed by the Tollway against the Contractor for failure to meet a KPI that is collected by reducing their monthly invoice by the appropriate amount.</td>
</tr>
<tr>
<td>Site</td>
<td>The locations where the Work will be performed and all locations where the systems, services and equipment shall reside or be delivered.</td>
</tr>
<tr>
<td>Smart Loops</td>
<td>See IDRIS</td>
</tr>
<tr>
<td>Software</td>
<td>Defined as computer instructions, including but not limited to: programs, routines, functions, libraries, and databases, supplied, procured or developed by the Contractor in connection with the performance of the Work. However, not included in this definition of Software shall be: 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. Software includes all prior, current, and future versions of the Software and all Maintenance updates and error corrections, which are provided to the Tollway under the Contract.</td>
</tr>
<tr>
<td>Software Modification</td>
<td>Changes, updates or enhancements made by the Contractor to the software or firmware used in the System.</td>
</tr>
<tr>
<td>State</td>
<td>State of Illinois which may also be referred to as “State of Illinois”, “Agency”, “we”, or “us”. Also see Tollway.</td>
</tr>
<tr>
<td>Statement of Work</td>
<td>The term “Statement of Work” as used in this solicitation shall mean the form or document that specifies the Services to be completed by a Resource during an Engagement.</td>
</tr>
<tr>
<td><strong>Subcontractor</strong></td>
<td>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. Subcontractors are those specifically hired to provide to the Contractor goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. Unless specifically noted elsewhere Subconsultants are considered as Subcontractors.</td>
</tr>
<tr>
<td><strong>Successful Proposer/Offeror</strong></td>
<td>The responsive and responsible Proposer/Offeror to whom the Tollway makes an award of the Contract.</td>
</tr>
<tr>
<td><strong>Surety</strong></td>
<td>The corporate body qualified to conduct business in the State of Illinois, that is bound by the Contract Bond with and for the Contractor and who agrees to be responsible for acceptable performance of the Work by the Contractor and for payment of all debts pertaining thereto.</td>
</tr>
<tr>
<td><strong>System</strong></td>
<td>The fully functional System designed, developed, and installed by the Contractor under the Contract, including but is not limited to all Products, Services and subsystems.</td>
</tr>
<tr>
<td><strong>System Availability</strong></td>
<td>A percentage of time that a system is available for use at predetermined performance levels.</td>
</tr>
<tr>
<td><strong>System Administrator (Administration)</strong></td>
<td>A user responsible for managing and maintaining the configuration and operation of a System, subsystem, or Product.</td>
</tr>
<tr>
<td><strong>Tag</strong></td>
<td>See Transponder</td>
</tr>
<tr>
<td><strong>Task Order</strong></td>
<td>A written order for any change in work issued and authorized by the Tollway, which precedes a modification to the Contract.</td>
</tr>
<tr>
<td><strong>Technical Evaluation Committee</strong></td>
<td>The committee selected to review, evaluate and score the Proposals, and to recommend the Apparent Awardee.</td>
</tr>
<tr>
<td><strong>Technical Proposal</strong></td>
<td>The written documentation which the Proposer shall submit in response to the requirements of the Solicitation Documents issued by the Tollway, including information about the Proposer’s qualifications and approach/methodology to completing the Work identified in the Technical Requirements.</td>
</tr>
<tr>
<td><strong>Technical Score</strong></td>
<td>The scores provided by the Technical Evaluation Committee based on its review of the Technical Proposal using the evaluation criteria provided in <strong>B.4.2 Responsiveness Elements</strong>.</td>
</tr>
<tr>
<td>Term</td>
<td>Acronym</td>
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<td>-------------------------------</td>
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<tr>
<td>Time and Materials</td>
<td>T&amp;M</td>
</tr>
<tr>
<td>Toll Collection System</td>
<td>TCS</td>
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<tr>
<td>Toll Zone</td>
<td></td>
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<tr>
<td>Tollway</td>
<td></td>
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<td>Tollway Board</td>
<td></td>
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<tr>
<td>Transaction</td>
<td></td>
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<tr>
<td>Transponder</td>
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<tr>
<td>Treadle</td>
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<td>Trend Analyses</td>
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<tr>
<td>Unattended Lane</td>
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<tr>
<td>Uninterruptible Power Supply</td>
<td>UPS</td>
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<tr>
<td>Vault</td>
<td></td>
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<tr>
<td>Vendor</td>
<td></td>
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<tr>
<td><strong>Violation Enforcement System</strong></td>
<td><strong>VES</strong></td>
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<tr>
<td>---------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Violations Processing System</strong></td>
<td><strong>VPS</strong></td>
</tr>
<tr>
<td><strong>Work</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Work Order</strong></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit 7 – Technical Response and Mandatory Requirement Compliance Matrix Instructions
1. Introduction

Offerors shall fully understand the Toll Collection System Maintenance Services RFP scope of work requirements as well as the functional and technical requirements of the Asset Management and Maintenance System (AMMS) as presented in Attachment 1 – Technical Proposal Scope of Work.


By completing Attachment 1 – Technical Proposal Scope of Work in written form, Offerors shall indicate their intention to meet the requirements set forth in this RFP.

Following the instructions provided below, Offerors shall enter the appropriate information in the designated columns for each RFP requirement:


Offerors shall complete Attachment 1 – Technical Response - Technical Proposal Scope of Work by providing a narrative response to all sections in Attachment 1 – Technical Proposal Scope of Work. Please respond to each item in the sub-categories. Offerors shall be fully responsive to each requirement and shall identify any deviations from the stated requirements or requirements that the Offeror cannot completely satisfy.

The Offeror shall provide information to describe how the requirement will be met for any requirement in which they respond to Attachment 2 – Mandatory Requirement Compliance Matrix with “Complies with requirement” or “Modification required to comply with requirement” in the Affirmation of Compliance column. The Offeror has the option to provide information on any requirement in which they respond with “Does not comply with requirement” in the Affirmation of Compliance column.
3. Attachment 2 – Requirement Compliance Matrix Instructions

Instructions for completing the columns of the individual Microsoft Excel spreadsheet are as follows. It is Mandatory that the Offeror addresses all of the requirements set forth in the Microsoft Excel spreadsheet as part of their response to this RFP.

A. **Affirmation of Compliance Column** – The Offeror shall choose one of the following responses in the dropdown box provided for each requirement that is not grayed out in the “Affirmation of Compliance” column of the spreadsheet:

   a. The Offeror shall select “Complies with requirement” if the Offeror meets the requirement. The Offeror shall provide a response in the **Attachment 1 – Technical Response – Technical Proposal Scope of Work** that may include details such as examples proving experience or success with the specific criteria in the Description of How Requirement will be Met column for a requirement where the Offeror responds with “Complies with requirement”.

   b. The Offeror shall select “Modification required to comply with requirement” if the requirement is not met with the Offeror’s existing approach and/or solution. The Offeror is required to respond in the **Attachment 1 – Technical Response – Technical Proposal Scope of Work** if “Modification required to comply with requirement” is chosen by Offeror. The Offeror should describe what modification is needed and the Offeror’s response should follow response guidelines outlined in that section.

   c. The Offeror shall select “Does not comply with requirement” if the Offeror’s approach and/or solution does not meet the requirement. If the Offeror responds to a requirement with “Does not comply with requirement”, it is not mandatory for the Offeror to provide information in the **Attachment 1 – Technical Response – Technical Proposal Scope of Work**. However, the Offeror is welcome to include information if there are plans to add the capability or functionality to their approach and/or solution in the future. If the Offeror chooses to add comments for a “Does not comply with requirement” response, then the Offeror shall fully explain the information added to the **Attachment 1 – Technical Response – Technical Proposal Scope of Work** on the same requirement in the Offeror’s response to **Attachment 1 – Technical Proposal Scope of Work**. The Offeror’s response in **Attachment 1 – Technical Proposal Scope of Work** should follow response guidelines outlined in that section.
Exhibit 8 – Price Proposal Instructions
A. **General Instructions**

Offerors shall complete the Price Proposal in accordance with the following instructions:

1. Offerors shall submit their Price Proposals on the Price Proposal forms included in the RFP as **Attachment 3 – Price Proposal.** The Price Proposal Forms contain formulas and other calculated cells. These cells shall not be modified or altered by the Proposer. The attachment has been locked to allow the Offeror to enter numbers only in the appropriate areas requiring information.

2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Contractor’s obligations and Work under this Project.

3. For all work that is estimated based on these Price Proposal Instructions, Offerors shall make best efforts to accurately estimate all such costs and to document the basis for the estimation such that it can be presented and verified by the Tollway.

4. The Price Proposal Forms must be completed in their entirety.

5. The Price Proposal Forms for the Project are as follows:
   - Sheet 1 - Lane Maintenance Base Bid Cost Summary
   - Sheet 2 - Regular Lane Maintenance Costs (Initial Term)
   - Sheet 3 - Project Deliverables
   - Sheet 4 - Optional Price Items
   - Sheet 5 - Time & Materials Unit Costs (Special Projects)
   - Sheet 6 – Other Specified Cost Items (As-Needed)

6. The Price Proposal Forms are provided in a single Microsoft Excel format file (included as a separate posting). The Proposer must complete the forms electronically. Hand written entries will not be accepted. An official signed PDF copy shall be submitted with the Microsoft Excel format file.

7. The Price Proposal Forms contain formulas and other calculated cells. These cells shall not be modified or altered by the Proposer. Do not fill in any grayed-out cells on the Price Proposal Forms nor make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.

8. An officer or an individual otherwise authorized in writing by an officer of the Proposer to sign the Contract must also sign and date Sheet 1 – Lane Maintenance Base Bid Cost Summary in the appropriately provided signature lines. Signature shall indicate approval and commitment for the entire completed Price Proposal Form (PDF and hard copy).

9. All elements of the Price Proposal Forms must be completed. Areas of the spreadsheet are shaded to indicate where the Offeror may include pricing. The Offeror must enter a Zero (0) where there will
be no charge; by doing so the vendor has confirmed the charges have been thoroughly reviewed. All other areas of the spreadsheet are locked and calculations are made automatically.

10. The Tollway reserves the right to reject the submittal if it is not completed in accordance with the instructions set forth herein.

11. When submitting in electronic form, the Proposer shall submit in both Microsoft Excel and PDF formats. The PDF format shall contain the Proposer’s authorized signature.

12. The Price Proposal shall be inclusive of all costs and fees necessary to meet the full requirements of this RFP. No hourly rates and/or unit price escalations will be allowed, above the costs provided on the Price Proposal Forms to complete the work of this RFP. Any direct cost items (i.e. hardware and/or Software) with a mark-up shall be negotiated at the time of the contract. Mark-ups shall not exceed a 10% mark-up over the manufacturer’s price.

13. Throughout the contract term the Tollway may implement changes to the TCS. These changes may include the addition or reduction in lane quantities, facilities, technology, equipment, etc. In the event any such changes introduce a materially significant change in maintenance efforts, the Tollway reserves the right to adjust the Awarded Offeror’s maintenance fee based on mutually agreeable terms.

B. Instructions on Completing the Price Proposal Forms

Sheet 1 - Lane Maintenance Base Bid Cost Summary

Sheet 1 represents a summary of the total project cost for the initial contract term. This total shall be considered the Proposer’s Base Bid Cost. The Base Bid Cost from Sheet 1 will be the dollar amount value which to be used during scoring and evaluation of the Price Proposal by the Tollway.

The Total Base Bid Cost shall be the aggregate of the subtotals from Sheet 2 and Sheet 3 of the price forms. All dollar values represented on Sheet 1 are derived by formula from Sheet 2 and Sheet 3. The Proposer shall not directly enter any values on Sheet 1.

Once all forms have been complete the Proposer shall sign and date at the bottom of Sheet 1 in the indicated area.

Sheet 2 – Regular Lane Maintenance Costs (Initial Term)

Sheet 2 represents an annual breakdown of the various line items for each of the five (5) years of regular lane maintenance support. These five (5) years shall be considered the Initial Term of the Contract.

For each year of maintenance support the Proposer shall provide costs for the following items as indicated on the price form:

- **Labor** – Total annual labor cost for support.
- **Equipment, Tools, Other Directs** – Total annual cost for any equipment, tools, or other ancillary needs.
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- **Vehicles** – Total annual cost for all vehicle needs such as: maintenance technician vehicles, lift trucks, etc.
- **Maintenance Warehouse/Shop** – Total annual cost for the support and upkeep of the maintenance warehouse such as: lease/rental fees, utilities, insurance(s), etc.
- **3rd Party Software Maintenance** – Total annual cost for any subcontractor or other service(s) required to provide software maintenance support.
- **3rd Party Software License(s)** – Total annual cost for any software licensing fees.
- **Other – Specify** – If additional line items are deemed necessary by the Proposer they may insert as needed.

Lump Sum costs for each item shall be entered under the “Total Annual Cost” column on Sheet 2.

**Sheet 3 - Project Deliverables**

Sheet 3 represents the various Project Deliverable items to be completed throughout the course of the Contract. Costs for each of the following items shall be provided on a Lump Sum basis:

- **Account Management & Maintenance System (AMMS)** – Total lump sum cost for the design, development, and implementation of the AMMS. The total lump sum cost of the AMMS represented shall be comprised of the following detailed cost items:
  - Mobilization
  - Preliminary Design Document
  - Preliminary Design Review and Configuration Workshop
  - Detailed Design Document
  - Detailed Design Review Workshop
  - Draft AMMS User Manual
  - Factory Acceptance Test
  - AMMS Training
  - System Acceptance Test
  - AMMS Go-Live
  - Final AMMS User Manual

- **In-Bound 'Ramp-Up' Transition** – Total lump sum cost for the transition and startup of lane maintenance services and take over from the current provider. The total lump sum cost for In-Bound ‘Ramp-Up’ Transition shall be comprised of the following detailed cost items:
  - Mobilization
  - Initial Startup Direct Costs (tools, equipment, etc. not covered under annual costs)
  - Maintenance Plan (updates to occur as part of annual maintenance efforts)
  - Warehouse Establishment and Transfer of Inventory

- **Out-Bound Transition of Services** – Total lump sum cost for the Contractor to provide support for end-of term transition to a successor. The total lump sum cost for Out-Bound Transition of Services shall be comprised of the following detailed cost items:
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- End of Term Transition Plan (Initial)
- Completion of Out-Bound Transition Efforts

The Proposer shall provide a lump sum cost for each of the detailed cost items under the column “Total Item Cost” on Sheet 3.

Sheet 4 – Optional Price Items (Note: Optional items are not included in Technical or Price scoring.)

Sheet 4 represents various price items which may be executed or chosen at the Tollway’s discretion either as part of the initial contract or to be exercised at any time during the initial contract term. The Proposer MUST provide pricing for each of the optional price items indicated on Sheet 4. The Tollway reserves the right to seek clarification and or deem a proposal non-responsive if pricing is not provided for each option item listed.

Pricing for optional items WILL NOT be included in the price proposal scoring.

The Proposer shall provide pricing in accordance with the units cost type as identified for each optional price item. The optional price items include the following:

- TCS Network Communications Maintenance – Optional pricing to maintain the complete TCS network communications infrastructure.
- TCS Network Spare Equipment – Optional pricing for providing specific network equipment as a pass through cost item to the Tollway. Pricing shall be provided solely for the hardware only.
- Maintenance of Traffic (ORT/AET Lanes) – Optional pricing for providing lane closures and related maintenance traffic for the ORT and AET lanes.

Sheet 5 - Time & Materials Unit Costs (Special Projects)

Sheet 5 represents unit costs to be provided for additional labor and other materials to conduct special projects upon request by the Tollway. The Tollway and the Awarded Offeror shall use these unit cost items as the basis for determining future costs for such special project efforts such as Task Order assignments, out-of-scope work (e.g. repairs due to patron accidents), etc.

Pricing for Time & Materials Unit Costs WILL NOT be included in the price proposal scoring.

The Proposer shall provide hourly labor rates for each of the listed categories. Labor rates shall be inclusive of all direct labor, overhead, profit/fee, and any associated costs.

Sheet 6 – Other Specified Cost Items

Sheet 6 is provided for the Offeror as-needed in order to submit additional categories for any “Other” cost items that the Offeror is unable to indicate on Sheet 2 (Regular Lane Maintenance Services Costs) or Sheet 4 (Optional Price Item Costs) should there be a lack of available rows in spreadsheets 2 or 4.

If the Offeror needs to list additional “Other-Specify” items or there are multiple “Other” categories for Regular Lane Maintenance Services costs (Sheet 2) or Optional Price Item Costs (Sheet 4), the Offeror shall indicate each of these “Other” costs in Sheet 6 in the appropriate section for Sheet 2 or Sheet 4.
Note: Formulas have been added to cells D4-D8 (for Sheet 2) and D22-D24 (for Sheet 4). The Offeror will need to enter the appropriate Item# in Cells A10-A20 for Sheet 2 items and Cells A26-A25 for Sheet 4 items for the formulas to correctly capture the cost per category as summarized in Rows 4-8 (for Sheet 2) and Rows 22-24 (for Sheet 4). To allow the totals to be accurately captured when addition lines are required, the Offeror shall insert additional cell between Rows 10-20 (for Sheet 2 items) and 26-35 (for Sheet 4 items).

Pricing for any “Other” Optional Price Items (for Sheet 4) and any “Other” Time & Materials Unit Costs (for Sheet 5) WILL NOT be included in the price proposal scoring. Any “Other” Labor rates shall be inclusive of all direct labor, overhead, profit/fee, and any associated costs.