

Request for Proposals

RFP-2016-1201

Washington State
Good To Go!
Back Office System

Offered by

Washington State
Department of Transportation



Washington State
Department of Transportation

“Acceptance” shall mean final WSDOT approval of a formal Deliverable, Milestone or phase.

“Acceptance Testing” shall mean the testing of the Back Office System provided under the Contract to ascertain that the Back Office System meets the requirements of the Work.

“Amendment” shall mean the modification, amendment, alteration, addition, deletion, or waiver of any term or condition of the Contract Documents as set forth in a written amendment executed by both parties’ authorized representatives; Provided, that in the event of a unilateral Change Order issued by WSDOT, as provided in the Contract, only WSDOT’s authorized representative’s signature is required.

“Apparent Successful Vendor” shall mean the lowest responsive and responsible bidder as determined by the Proposal evaluation process and prior to Vendor negotiations.

“Audited” shall mean an independent and documented analysis resulting in a formal opinion letter, by a properly experienced certified public accounting firm that an organization’s financial statements are free from material misstatements and fairly presented based on the application of generally accepted accounting principles. This work is performed in accordance with Generally Accepted Auditing Standards as adopted by the membership of the American Institute of Certified Public Accountants (AICPA). The AICPA has outlined specific requirements which must be met before an opinion letter may be issued to an organization.

“Authorized User” shall mean any person who has been given permission by WSDOT to access some portion of the Project Office Space, Products, data, or documents using role-based security.

“Availability” shall mean the degree to which a Service, process, subsystem, System, or Product is meeting performance requirements and functional availability without degradation.

“Back Office System” or **“BOS”** shall mean the full end-to-end solution inclusive of all Product components required to support the integration with toll facilities and other fee facilities such as the Washington State Ferries and parking; receipt and processing of toll transactions; image review; account management; financial management and customer service functionality necessary to support delivery of WSDOT’s tolling program and its *Good To Go!* Customer Service Center operations. The Back Office System is comprised of two main subcomponents, including, but not limited to, the Commercial Back Office and the Operational Back Office.

“Best and Final Offer” or **“BAFO”** shall mean the opportunity for the Vendor to make such changes to their original bids as they believe appropriate to enhance their potential for selection and award under the scoring criteria set forth in the RFP as directed by WSDOT.

“Business Days” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“Business Requirements” shall mean a critical activity of the Back Office System that must be performed to meet its organizational objectives that enables, complies with, or supports the Business Rules.

“Business Requirements Response Guide” shall mean the technical submittal form to be completed by Vendors to document solutions to the Business Requirements and used by

WSDOT for technical evaluation and scoring. The Business Requirements Response Guide form is attached to the RFP as Appendix 4.

“Business Rule” shall mean a statement or condition that helps guide actions and activities of the Back Office System and its stakeholders.

“Calendar Days” shall mean shall mean a day reckoned from midnight to midnight.

“Change Order” shall mean a written amendment to the terms and conditions of a scope of work that changes the Work to be performed under the applicable scope of work. Change Orders may be mutually agreed upon or may be at the sole direction of WSDOT (unilateral Change Order).

“Commercial Back Office” or **“CBOS”** shall mean a subcomponent of the Back Office System where the customer information is stored and customer relationship management and tolling related financial functions are performed.

“Commercial Off-the-Shelf” or **“COTS”** shall mean Products that are ready-made and available for sale to the general public and are designed to be implemented/installed easily into existing systems with minimal customization.

“Commissioning Test” shall mean the testing performed to verify that the fully installed Back Office System performs as required in the Business Requirements. The tests shall demonstrate the integration of various subsystems including Hardware and Software, including all Vendor proprietary Hardware and Software and any Hardware and Software acquired from third-party entities. Regional Interoperability testing shall be conducted as part of this stage of testing.

“Conceptual Technical Submittal” shall mean a submittal by the Vendor to WSDOT that includes enough information to provide an understanding of how the Vendor intends to meet key Business Requirements.

“Confidential Information” shall mean information exempt from disclosure to the public or other unauthorized persons pursuant to State or Federal Laws and Regulations, and shall include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, health care data, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Confidential Information also includes Personal Information which is defined in RCW 42.56.590 as an individual’s first name or first initial and last name in combination with any one or more of the following data elements: Social security number; Driver's license number or Washington identification card number; or Account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.

“Configurable” shall mean that the Back Office System is capable of being configured by the Vendor’s development staff, programmers, etc. to adapt to changes throughout the term of the Contract. Configurable changes, directed either by WSDOT or at the Vendor’s discretion will be considered part of the Vendor’s operations of the BOS and not subject to code changes, requests for extra work, Change Orders or considered out-of-scope work.

“Configuration Management” shall mean the management of every feature, detail, setting, features, and assurances germane to System performance through control of changes made to Hardware, Software, firmware, processes, security, documentation, tests, and test documentation throughout the life cycle of the Back Office System.

“Contract” shall mean the written contract between WSDOT and the successful Vendor that establishes the Project requirements inclusive of the Contract Documents.

“Contract Documents” shall mean the Contract, including any and all documents incorporated therein, which include but are not limited to, executed Statements of Work and Change Orders, all schedules, attachments, licenses, and exhibits attached thereto or incorporated by reference in the Contract; the RFP, which includes but is not limited to all, appendices, schedules, attachments, amendments, and other documents incorporated by reference therein; the Proposal, which includes but is not limited to all, appendices, schedules, attachments, and other documents incorporated by reference therein, and any executed modifications or amendments to the aforementioned documents.

“Critical Path” shall mean a schedule of essential activities from beginning to end of the Work, and the earliest and latest that each activity can start and finish to ensure successful implementation.

“CSC Operator” shall mean the WSDOT vendor that provides and operates the Customer Service Center under separate contract.

“Customer Data” shall mean the information trail customers leave behind following their interaction with various parts of the System. This data, which sometimes comprises Confidential Information, comes from customer service requests, call center communications, online activity, mobile applications, purchasing history and preferences, and more. In the context of tolling, transaction history, payment information and account history, images of vehicles, transponder(s) data, and more.

“Customer Relationship Management” or **“CRM”** shall mean a Commercial Off-the-Shelf software application utilized to manage and analyze an organization’s interactions with its customers. With respect to the Project, the term Customer Relationship Management more specifically applies to a major subsystem handling customer account management for the Commercial Back Office.

“Customer Service Center” or **“CSC”** shall mean the WSDOT statewide toll collection customer account management system and services procured and provided under separate contract.

“Data” shall mean distinct pieces of information, usually formatted in a special way. All software is divided into two general categories: data and programs. Programs are collections of instructions for manipulating data. Data can exist in a variety of forms -- as numbers or text on pieces of paper, as bits and bytes stored in electronic memory.

“Data Warehouse” shall mean the data repository potentially designed and developed as a WSDOT option which integrates information from the BOS application, the RTS applications, WSDOT TRAINS and potentially other WSDOT and partner systems to support management reporting and analysis requirements for the WSDOT tolling program. The definition of the Data

Warehouse also includes the associated business intelligence, analysis and reporting tools which are utilized to report against the information in the data repository.

“Deficiency” shall mean an issue with the BOS application in which the BOS solution is not performing per the requirements of the RFP or specifications in one or more of the WSDOT approved deliverables under the BOS project.

“Deliverables” shall mean Vendor’s Products, including plans, documents, designs, components or Milestones which are prepared for WSDOT (either independently or in concert with WSDOT or third parties) during the course of Vendor’s performance under the Contact.

“Design Documents” shall mean documents that manifest the design for the Project developed by the Vendor or any portion, component or element thereof.

“Disputes Review Board” or **“Board”** shall mean the board created under Section 19.2 of the Contract to assist in the resolution of disputes arising out of the Work of the Project.

“DRB Agreement” shall mean the agreement entered into by and between Vendor, WSDOT, and the individual Dispute Review Board members, as described in Section 19.2.4.1 of the Contract.

“Effective Date” shall mean the date the Contract is in full force and effect, which is the date the WSDOT Contracting Officer executes the Contract.

“Enhancements” shall mean all updates, upgrades, additions, and changes to, and future releases for the Software and firmware in whole or in part. It shall also include updates that encompass improvements, extensions, or other changes that are logical improvement or extension of the Software supplied to WSDOT.

“Enterprise-Level Project” shall mean a project which involves implementing management system(s) to support multiple business processes that cross various business units within an agency and/or across multiple agencies, including, but not limited to, potential external stakeholders or the general public. An Enterprise-Level Project typically involves coordination and collaboration with numerous stakeholder groups from various agencies or business units.

“Enterprise Resource Planning” or **“ERP”** shall mean a Commercial Off-the-Shelf Software application suite that provides integrated support for accounting and financial management, human capital management, procurement, and related functionality.

“Escrow Agreement” shall mean an agreement entered into by Vendor, WSDOT, and the escrow agent, for the establishment of a repository for Escrow Material.

“Escrow Material” means the Software source code, and System Detail Design Documentation, including all relevant commentary, explanations and other documentation, as well as instructions to compile such source code. Escrow Material shall also include all source code for the Enhancements and Software Modifications to the Software provided to WSDOT under the Contract.

“Evaluation Team” shall mean WSDOT staff representing Information Technology, Accounting, and specific Toll Division managers who will score each requirement within the Vendor’s Business Requirements Response.

“Facility Management and Administration System” or **“FMAS”** shall mean the central control systems and applications that facilitate operations, administration, reporting, and maintenance of the Roadside Toll System, located at WSDOT facilities.

“Factory Acceptance Test” shall mean the testing performed by the Vendor to verify that functional elements of the Back Office System are in conformance with the technical and Business Requirements in a Vendor-supplied off-site or laboratory facility in advance of any commissioning.

“Federal” shall mean the United States government.

“Final” shall mean a document or plan that has been finalized through completion of all requirements, including resolution of all WSDOT comments.

“Final System Acceptance” shall mean final WSDOT approval of the implemented production system. Under SOW 1, the Vendor may request Final System Acceptance after Phase 2 following six (6) months of continuous production operations in KPI compliance. Under SOW 1, Final System Acceptance by WSDOT shall trigger release of the remaining retainage associated with Phase 1 and Phase 2 and the release of the Vendor’s performance bond.

“Fiscal Year” or **“FY”** unless otherwise noted, shall refer to the Fiscal Year of WSDOT and the Washington State Budget Process, and shall mean a 12-month period used for budget and accounting purposes. The State fiscal year runs from July 1 through June 30 of the following year, and is named for the calendar year in which it ends.

“Fixed” shall mean, in the context of Back Office System configuration, specific code changes that may be required, as well as additional testing.

“Force Majeure” shall mean any circumstances or acts: (a) Which are beyond the reasonable control of the party seeking delay; and (b) Which do not arise from a default by or collusion of the party seeking delay; and (c) Which consist of an act of God or public enemy, fire, storm, wind, flood, seismic sea wave, tsunami, earthquake, epidemic, explosion, volcanic eruption, lightning, continuous loss of power or other utilities for more than thirty (30) Calendar Days not caused by any other event of Force Majeure, nuclear radiation, radioactive contamination, ionizing radiation, geological or archaeological condition, earth slides, quarantine restriction, government expropriation of property or equipment, freight embargo, act of war (whether declared or undeclared), ship wreck or train wreck or (with respect to Vendor), unexcused failure of WSDOT to perform an obligation within the relevant time period established pursuant to the Contract Documents, any unexpected acts of WSDOT, court order restraining or enjoining performance of an activity within the relevant time period established pursuant to the Contract Documents, interference by civil or military authorities, riot or public discord, civil disturbance, act of terrorism, sabotage, criminal damage or threat of such acts, labor strike (but excluding strikes, lockouts or other labor disputes directed at or involving Vendor or any of its Subcontractors of any tier), secondary labor boycott (but excluding any secondary labor boycott directed at or involving Vendor or any of its Subcontractors of any tier), or suspension of the national or State banking system due to financial crises; and (d) Which the party seeking delay could not have reasonably anticipated and prevented; and (e) Which have, or may reasonably be expected to have, a materially adverse effect on a right or obligation of the party seeking delay hereunder including circumstances or acts which: (i) Cause physical damage or destruction to the System; or (ii) Delay the scheduled time of commencement or completion of design, installation, or maintenance of the System or functions or delay performance by the

party seeking delay of an act by a date certain agreed to in the Contract Documents; or (iii) Interrupt the full and regular operation of all or any portion of the System or functions.

“Functional Availability” shall mean the percentage of time that a System, subsystem, Product, device, component, or process is able to perform in full accordance with its functional and performance requirements with regard to a particular aspect of its overall operation.

“Go-Live” shall mean the Back Office System is operational for the transaction processing and revenue collection as expected and defined in the Business Requirements.

“Good To Go!™” shall mean the name of WSDOT’s electronic toll collection system.

“Governmental Accounting Standards Board” or **“GASB”** shall mean the governing body which has established the hierarchy of authoritative Generally Accepted Accounting Principles (GAAP) for state and local governments. GASB regulates governmental fund accounting treatment and reporting.

“Graphical User Interface” shall mean a Software screen and menu representation that allows users to input, retrieve, add, and change data.

“Guaranteed Date” shall mean the date by which a Milestone shall be achieved, as guaranteed by the Vendor, or guaranteed by other party as indicated.

“Hardware” shall mean the physical components, including equipment, of the Back Office System as set forth in the Contract Documents and/or as used otherwise to meet the System requirements and utility.

“High Occupancy Vehicle” or **“HOV”** shall mean a vehicle as defined in WAC 468-510-010, including but not limited to, public agency bus or vanpool or a carpool vehicle with minimum occupancy requirements.

“Host” shall mean the computer that performs the central processing for the toll System; see Facility Management and Administration System.

“I-405 Project” or **“Interstate 405 Project”** shall mean the design, integration, testing, operation and maintenance of interfaces that allow the Back Office System to interface with the planned toll segment of I-405 between Bellevue and Renton.

“Image File” shall mean a file of digital images for processing by the Optical Character Recognition and by human review.

“Incentive” shall mean compensation Vendor may be entitled to receive in the event Vendor exceeds the schedule objectives (Milestones) while maintaining quality deliverables, as detailed in the Contract Documents; see Contract, Exhibit J.

“Indemnitee” shall have the meaning set forth in Section 17.1 of the Contract.

“Indemnitor” shall have the meaning set forth in Section 17.1 of the Contract.

“Intellectual Property” shall mean the copyrights, trademarks, patents, trade secrets, and any other form of proprietary rights, including without limitation, rights to information sources, data

sources, databases, products, Software, inventions, training manuals, System design, or other proprietary information in any form or medium.

“Interface Control Document” or **“ICD”** shall mean the document that defines business rules for processing and translating data between two systems.

“K397” shall mean *Contract Number K397 for Establishing and Operating a Statewide Tolling Customer Service Center*, dated December 22, 2009, under which the toll collection information collected by the RTS is electronically transmitted to the Back Office System and the Customer Service Center.

“K613” shall mean *UCO 3854, Toll System Operations Agreement for Tacoma Narrows Bridge Project*, dated December 21, 2005, under which the RTS for State Route 16 Tacoma Narrows Bridge is provided.

“K637” shall mean *Contract Number K397 for Establishing and Operating a Statewide Tolling Customer Service Center*, dated December 22, 2009, under which the RTS for State Route 520 Bridge, Interstate 405 Express Toll Lanes, and State Route 167 High Occupancy Toll Lanes is provided.

“Key Performance Indicator” or **“KPI”** shall mean a measurable value that demonstrates whether the Vendor is performing a System function or business process as required by the Contract Documents.

“Key Project Personnel” shall mean the personnel the Vendor has committed to be team leads of the Project as detailed in the RFP, Proposal, and subsequent Contract Documents.

“Laws and Regulations” shall mean all applicable laws, codes, ordinances, rules, restrictions, regulations, and orders of the Federal, State, regional, or any local government, and any judicial or administrative order or decree.

“License” shall mean the rights granted to WSDOT to use the Software that is the subject of the Contract, including, but not limited to, Vendor Intellectual Property and Third Party Products.

“Liquidated Damages” or **“LDs”**, shall mean amounts or rates of payment by the Vendor to WSDOT for failure to meet specific performance targets. Payment terms and performance targets are stated in the Contract Documents.

“Maintenance and Operations” or **“O&M”** shall mean the Work and requirements identified in the Contract Documents to keep the Back Office System functioning properly.

“Maintenance and Operations Bond” shall mean a bond posted by the Vendor to assure WSDOT that Vendor will perform all O&M functions and meet all its financial obligations including pay all fees, wages, bills, etc. during the Maintenance and Operations Period.

“Maintenance and Operations Period” shall mean the period between Go-Live and the earlier of the termination or expiration of the applicable Statement of Work or the Contract Documents.

“Maintenance and Operations Term” shall mean the Maintenance and Operations Period for the Back Office System commencing on the date of Development and Implementation Phase 1 Acceptance as detailed in the Contract Documents, that the Vendor charges WSDOT for

Maintenance and Operations Work. Vendor is solely responsible for O&M costs incurred prior to Development and Implementation Phase 1 Acceptance.

“Maintenance Online Management System” or **“MOMS”** shall mean an automated, fully integrated System that monitors the status of operational Products in real time, records Product and process failures, notifies WSDOT maintenance personnel, generates and tracks work orders, maintains preventative maintenance schedules, generates repair history, and maintains parts inventory and asset management.

“Maintenance Services” shall mean the Work and requirements identified in the Business Requirements to keep the Back Office System functioning properly.

“Majority Participant” shall mean any of the following entities: The Vendor, or if the Vendor is a partnership, joint-venture, limited liability company or other form of association, any general partners, joint-venture members or members of the Vendor that comprises at least 30 percent of the Vendor entity.

“Master Test Plan” shall mean the plan that includes a description of the standards for developing individual test plans and procedures for the formal testing. These standards shall address test procedure format, severity levels and acceptance criteria for each test phase. The Master Test Plan shall describe the entry criteria that must be met before a formal test can be started and the exit criteria that must be met before each formal test can be considered complete.

“Milestone” shall mean completion of a set of Work for which WSDOT approval is needed in order to receive payment.

“Notice to Proceed” shall mean one or more written notices to Vendor from the WSDOT Project Manager to commence an identifiable segment of Work.

“Office of the Chief Information Officer” or **“OCIO”** shall mean the Washington State Office of the Chief Financial Officer.

“Operational Back Office System” or **“OBOS”** shall mean a subcomponent of the Back Office System where the image review is performed, the trip is built, and the completed toll transaction is created.

“Operations Testing” shall mean the test performed prior to Go-Live and shall include parallel testing of the new Back Office System with live data from all the Roadside Toll Systems for a minimum of thirty (30) Calendar Days.

“Optical Character Recognition” or **“OCR”** shall mean a Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers, plate type and jurisdiction from the image of the license plate.

“Performance Audit” shall mean the annual testing performed by the Vendor to verify the System continues to meet performance requirements and functional availability without degradation.

“Performance Bond” shall mean the payment and performance bond furnished by Vendor pursuant to the Contract.

“Performance Measures” shall mean the metric to which the System and certain Services shall perform during Acceptance Testing and thereafter, as described in the Contract Documents.

“Phase Acceptance” shall mean final WSDOT approval of the functionality of the implemented production system for either Development and Implementation Phase 1 or Phase 2 of the BOS.

“Photo Tolling” shall mean a system that takes photographs, digital photographs, microphotographs, videotapes, or other recorded images of the vehicle and vehicle license plate only for the purposes of electronic toll collection.

“Potential Revenue” shall mean all revenue that could be collected for a given period.

“Prequalified Vendor” shall mean a vendor or multiple partnering companies comprising a single entity, their respective employees and agents, any Subcontractor, firm, provider, organization, individual, or other entity who the Prequalified Vendor designated in the Statement of Qualification it submitted in response to RFQ-2016-0901 would perform any or all of the Prequalified Vendor’s responsibilities under the Project and which vendor/single entity comprised of multiple partnering companies was short-listed under RFQ-2016-0901 and thereby prequalified to submit a Proposal under the RFP.

“Price(s)” shall mean charges, costs, rates, and/or fees the Vendor charges WSDOT for the Products and Services under the Contract Documents. All Prices shall be invoiced and paid in United States dollars.

“Price Proposal” shall mean the completed Price tables in Appendix 5 that is submitted by Vendor as part of its Proposal to the RFP.

“Priority Level” shall mean a status established based on importance or urgency.

“Products” shall mean all equipment provided or used by Vendor under the Contract to meet the requirements and intent of the Contract Documents, including but not limited to any Software, Hardware material, devices, and documentation.

“Project” shall mean the design, development, implementation, installation, integration, testing, operation and maintenance of the Back Office System, the provision of the Project Office Space, and the ongoing coordination and support of the Customer Service Center. The Project may also, at WSDOT’s sole discretion, include (a) the I-405 Project, (b) the Washington State Ferry’s Project, (c) the design, integration, testing, operation and maintenance of a Data Warehouse, and (d) the design, development, implementation, installation, integration, testing, operation and maintenance of additional interfaces between the Back Office System and other WSDOT toll or fee charging facility.

“Project Management Plan” or **“PMP”** shall mean a plan that covers how the project will be implemented, examined, and controlled.

“Project Office Space” shall mean the Vendor-provided office space for the Project, including, but not limited to office furnishings and equipment, as detailed in the Contract Documents.

“Project Schedule” shall mean the resource-loaded Critical Path method schedule setting forth the plan for performance of the Work developed and maintained by the Vendor that lists all tasks and activities required to implement the new Back Office System from Notice to Proceed through the first six (6) months after System Go-Live.

“Proposal” shall mean a written offer submitted by Vendor in response to the RFP to fully perform the Contract and to provide the Products and Services to WSDOT in accordance with the terms and conditions of the Contract Documents. The Proposal shall include all written material submitted by Vendor as of the date set forth in the RFP schedule and as further requested by WSDOT.

“Proprietary Information” shall mean information that is not public knowledge and that is viewed as the property of the holder. The recipient of proprietary information is restricted from making unauthorized use of the information.

“Qualifying Events” shall mean the individual Deliverables required under the Contract.

“Quality Assurance” or **“QA”** shall mean all those planned and systematic actions performed by the Vendor to demonstrate to WSDOT that the Work complies with the Contract and that all elements of the Work will perform satisfactorily for the purpose(s) intended. This QA includes audits to assure that all established Quality Control activities are being conducted consistently and appropriately.

“Quality Control” or **“QC”** shall mean total of all activities performed by the Vendor to assess design and installation processes so as to control the level of quality being provided in the end product. Components may include design reviews and checks, establishing procedures, calibrations and maintenance of equipment, shop drawing review, document control, process control, and any sampling, testing, and inspection done for these purposes.

“Quality Management Plan” shall mean the plan that details the scope, requirements, performance measures, criteria, processes, and procedures necessary to deliver and maintain a quality project satisfying all requirements of the Business Requirements.

“RCW” shall mean the Revised Code of Washington.

“Regional Interoperability” shall mean the process and associated automation required to interchange toll transaction information with other tolling authorities. See RFP Appendix 2 – Business Requirements, Section 15.1 for additional definitions.

“Request for Proposal” or **“RFP”** shall mean this Request for Proposal, RFP-2016-1201, Washington State *Good to Go!* Back Office System offered by the Washington State Department of Transportation, including all appendices, attachments, documents incorporated by reference, and amendments thereto.

“Request for Qualifications” or **“RFQ”** shall mean the Request for Qualifications, RFQ-2016-0901(R), Washington State *Good to Go!* Back Office System offered by the Washington State Department of Transportation, including all appendices, attachments, and amendments thereto that was used by WSDOT to establish a short-list of Prequalified Vendors who are qualified to submit Proposals in response to the RFP.

“Responsive Proposal” shall mean a Proposal submitted by a Prequalified Vendor, which conforms in all material respects to the requirements of the RFP, as determined by WSDOT, and is timely received by WSDOT.

“Retainage” shall mean the percentage of the Price for each Milestone payment that WSDOT will holdback from paying Vendor pending Acceptance of a defined segment of Work.

“RFP Amendment” shall mean the modification, amendment, alteration, addition, deletion, or waiver of any term or condition of this RFP as set forth in writing by the WSDOT RFP Administrator and signed by authorizing staff.

“Roadside Toll System” or **“RTS”** shall mean the fully functional system used on a designated roadway that works in conjunction with the CSC and uses various communications and electronic technologies to facilitate the collection of tolls based on radio transmissions from motor vehicles and other automatic identification or classification of vehicles, including Photo Tolling, from which information is gathered to charge the appropriate toll to the customer accounts.

“Routine Maintenance Activities” shall mean regularly scheduled inspections, repairs, upgrades and replacement of parts and components as needed to keep the Back Office System running effectively and efficiently at optimal performance.

“Scalable” shall mean the ability of the Back Office System to accommodate larger or smaller volumes of data and more or less users.

“Self-Help Code” shall mean any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.

“Services” shall mean the professional or technical expertise and labor provided by Vendor to accomplish the Work set forth in the Contract Documents.

“Single Account” shall mean an account that allows both prepaid and postpaid status for customer convenience.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract, including, but not limited to Third-Party Software. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Hardware that is necessary for the proper operation of the Hardware is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“Software Modifications” shall mean any change to the Software resulting in modified behavior of the Software, including but not limited to adaptive maintenance (modification of Software to keep it usable in a changed or changing environment) corrective maintenance

(reactive modification of a Software product to correct discovered faults), and perfective maintenance (modification of a Software product to improve performance or maintainability).

“Software System Documentation” shall mean the organized collection of documents that describe the requirements, capabilities, limitations, design, operation, and maintenance of a computer program, operating system, or Hardware device. Software System Documentation includes, but is not limited to, data dictionary, System flow charts, and program documentation that describes the inputs, processing and outputs, query, update, and report program in the Software System.

“Solvency Test” shall mean tests to ensure the Vendor's ability to meet its financial obligations.

“State” shall mean the State of Washington.

“State Route 99 Tunnel” or **“SR 99 Tunnel”** shall mean the design-build contract of the SR 99 Bored Tunnel between S. Royal Brougham Way to Harrison Street in Seattle, Washington.

“State Route 167 Project” or **“SR 167 Project”** shall mean design, develop, test and implement the integration of image-based transactions between the System and the SR 167 Roadway Toll System.

“Statement of Qualifications” or **“SOQ”** shall mean the formal written response to the RFQ that Vendor submitted to WSDOT in accordance with the RFQ.

“Statement of Work” or **“SOW”** shall mean the exhibits attached to the Contract that provide the detailed terms and conditions of an identifiable segment of Work.

“Subcontractor” shall mean a person, partnership, company, or other organization which is not in the employment of or owned by Vendor, that may perform all or part of Vendor's responsibilities under the Project, pursuant to a separate contract entered into by and between the Subcontractor and of the Vendor. The term “Subcontractor” means a Subcontractor of any tier.

“Suggested Administrative Procedures” shall mean the document attached as Exhibit M to the Contract that sets forth the rules of operation for the Dispute Review Board.

“System” shall mean the Back Office System, unless otherwise noted.

“System Acceptance” shall mean final WSDOT approval of the implemented production system or a major component (Development and Implementation Phase 1 or Phase 2) or enhancement to the System.

“System Audit” shall mean the annual testing performed by the Vendor to verify the Back Office System continues to meet performance and accuracy requirements.

“System Detail Design Document” or **“SDDD”** shall mean design specifications of all Hardware, Software, interfaces and network communication provided to meet WSDOT's requirements for the new Back Office System. Hardware detailed design shall describe all hardware specifications including appropriate diagrams and facility layouts. Software detailed design shall describe the module and/or process level, user interface and screen layouts, report

formats testing procedures, operational procedures, other pertinent design documentation for the Back Office System.

“System Modification” shall mean either the making of a change to System functionality or an expansion of System functionality.

“Third Party Software” shall mean Software not developed by Vendor but utilized by Vendor in the Back Office System.

“Toll” shall mean the charge for use of a State highway, including but not limited to ferries that operate as part of a State highway.

“Toll Facility” shall mean a roadway or lane(s) within a roadway, or other location or activity, for which travelers who are not toll-exempt pay a specified fee for usage.

“Toll Transaction” shall mean a record of activity created by the Toll System and sent to the CSC as a result of a vehicle traveling through a Toll Zone.

“Toll Zone” shall mean the area on the roadway under the toll gantry, overhead structure, or toll booth where the toll system performs in-lane tolling functions, such as vehicle detection, Transponder reads, or license plate image capture. This includes shoulders, travel lanes, gore areas, and buffer spaces between adjacent tolled and un-tolled lanes. Multiple toll gantries may be included in a single Toll Zone.

“Total Adjusted Score” shall mean the sum of Adjusted Technical Score and Adjusted Cost Score.

“Traffic Management Center” or **“TMC”** shall mean the hub of the WSDOT traffic management system, where information about the toll system network is collected and combined with other operational and control data to manage the toll system network and to produce traveler information.

“TRAINS” shall mean the Transportation Reporting and Accounting Information System and is WSDOT’s primary accounting and financial reporting system. TRAINS is a modified version of the Government Financial System (GFS), an integrated and relational automated financial management system. TRAINS includes a variety of functions including expenditure accounting, accounts payable, accounts receivable, revenue accounting, cost allocation, project billing and work order accounting. TRAINS supports fund types and complies with Generally Accepted Accounting Principles (GAAP) accounting rules and uses modified accrual basis accounting. TRAINS may be replaced with the planned One Washington statewide financial system during the extended term of the Contract.

“Transaction” shall mean a System record of activity; an event recorded in the System.

“Transponder” shall mean an identification unit attached to a toll customer’s vehicle that will automatically identify the toll customer’s vehicle as it passes through the Toll Facility.

“Transponder Account” shall mean a customer toll account created at the CSC that primarily uses a Transponder to identify and charge the customer in accordance with the CSC Business Rules.

“Trip” shall mean the term used to describe the passage of a vehicle through a toll facility. A Trip may include a single Toll Zone or multiple Toll Zones.

“Trip Building” shall mean to assemble a single transaction by combining one or multiple vehicle detections (pass or license plate) for the same vehicle based on Business Rules and Business Requirements for trip processing.

“Unauthorized Code” shall mean any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm Software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

“Uninterruptible Power Supply” or **“UPS”** shall mean the battery backup device, which maintains a continuous supply of electric power when utility power is not available.

“Use Cases” shall mean a description of how an actor performs certain steps to achieve a functional goal for the purposes of software development.

“User Configurable” shall mean that users of the System such as operations staff, management staff, etc., with appropriate user rights may make changes to the Back Office System. User Configurable items will not be dependent on the Vendor’s development staff, programmers, etc. nor will it be subject to code changes, requests for extra work, considered out-of-scope work or require additional System testing and or regression testing.

“Vendor” shall mean a Prequalified Vendor submitting a Proposal to the RFP.

“Vendor Contracting Officer” shall mean the person to whom signature authority to contractually bind Vendor has been delegated in writing. This term includes, except as otherwise provided in the Contract, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“Vendor Intellectual Property” shall mean Intellectual Property owned by, licensed to, or otherwise under the control of the Vendor.

“Vendor Maintenance Manager” shall mean the Vendor employee assigned to WSDOT’s account under the Contract who will provide direct oversight of Vendor warranty and Maintenance Services under the Contract.

“Vendor Project Manager” shall mean a representative of the Vendor who is assigned as the primary contact person whom the WSDOT Project Manager shall work with for the duration of the Contract.

“Vendor Representative” shall mean the individual representing a Vendor who is authorized by Vendor to submit a Proposal in response to this RFP.

“Vendor Solution Demonstration Review” shall mean in-person opportunity for the Vendors to provide presentations on how their Back Office System solution fits WSDOT System requirements in advance of the Conceptual Technical Submittal.

“WAC” shall mean the Washington Administrative Code.

“Washington State Department of Transportation” or **“WSDOT”** shall mean Washington State Department of Transportation, any division, section, office, unit or other entity within Washington State Department of Transportation, and any of the officers or other officials lawfully representing the Washington State Department of Transportation.

“Washington State Ferry’s Project” shall mean the design, integration, testing, operation and maintenance of an interface that allow the Back Office System to interface with Washington State Ferry’s toll collection system.

“Work” shall mean all Products and Services required to be provided or performed by Vendor under the Contract Documents.

“Work Packages” shall mean identifiable sub-segments of Work set forth in a Statement of Work, the sum of which constitute the Statement of Work.

“Write-Off” shall mean uncollectable receivables can be written off by individual transaction or by batch, configurable by WSDOT.

“WSDOT Contract Administrator” shall mean the WSDOT employee designated to administer and facilitate the amendment and termination of the Contract.

“WSDOT Contracting Officer” shall mean a representative of WSDOT to whom signature authority to contractually bind WSDOT has been delegated in writing. The term includes an authorized representative of the WSDOT Contracting Officer acting within the limits of his/her written authority.

“WSDOT Option” shall mean a Business Requirement that WSDOT will score as part of the Proposal and prior to Contract execution, WSDOT will determine whether to proceed with the implementation of the Business Requirement as part of the Back Office System Project.

“WSDOT Project Manager” shall mean a representative of WSDOT who is assigned as the principle point of contact for whom the Vendor Project Manager shall work with for the duration of the Contract.

“WSDOT Quality Assurance” or **“WSDOT QA”** shall mean a systematic approach to monitor and evaluate the Vendor’s Quality Assurance activities and provide interactive feedback of the Vendor’s use of project management best practices, as well an assessment of deficiencies or gaps that may have an adverse impact on the project. This activity includes observation of preliminary and final toll systems testing.

“WSDOT RFP Administrator” shall mean the WSDOT employee designated to receive all inquiries, Proposals, and other verbal or written communication and correspondence concerning the RFP.

“XML” shall mean Extensible Markup Language, an open electronic data exchange standard of specific form and format used for describing and defining data and data elements on a web page or in a data file.