

1 **APPENDIX 1.0 DEFINITIONS**

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Table of Contents

2	APPENDIX 1.0 DEFINITIONS.....	1-I
3	1.1 DEFINITIONS.....	1-1
4	1.2 ABBREVIATIONS	1-15
5		

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1.1 DEFINITIONS

The following terms shall have the meanings set forth as below.

“Acceptance Testing” shall mean the testing of the Systems and Services provided under the Contract to ascertain that the Systems and Services meet the requirements of the Work and the Performance Measures after Toll Commencement.

“Access Point” shall mean the designated location(s) where vehicles are allowed to enter and/or exit the I-405 Express Toll Lanes.

“Accessory Equipment” shall mean the equipment installed by the Toll Vendor comprising the physical elements connecting or attaching the Toll Equipment to WSDOT-provided equipment. These elements shall include, but are not limited to all structural bolts and brackets

“Additional Roadway Toll Systems” or “Additional Systems” shall mean the design, installation, integration, testing, operation, and maintenance of up to four Systems: a two-way, variable priced, single-point, open-road RTS on SR 520, near the east landing of the replacement Evergreen Point Floating Bridge in Medina; a one-way, single-point, open road RTS on SR 16, just west of the new Tacoma Narrows Bridge (TNB) in Gig Harbor; two other Systems on State highways in western Washington..

“Amendment” shall mean the modification, alteration, addition, deletion, or waiver of any term or condition of the Contract Documents, as set forth in writing by the WSDOT Contract Administrator and signed by the WSDOT Contracting Officer and the Vendor Contracting Officer.

“Approval” shall mean written notice from WSDOT to the Vendor of the completion of a portion of Work, including the associated Quality Control process. WSDOT Approval shall not constitute acceptance.

“As-Built(s)” shall mean updated drawings, plans, deliverables and other Products that reflect changes made during the implementation process, recording differences between the planned Systems and Services and the delivered Systems and Services.

“ATA Protocol” shall mean a unique dedicated short range communications protocol for radio frequency identification devices developed by TransCore that operates in the 900 MHz range.

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

“Automatic License Plate Recognition” or “ALPR” shall mean the process of using cameras and related video equipment coupled with OCR technology installed over or to the side of a roadway to determine the license plate identifier and state where the vehicle is registered.

“Automatic Vehicle Classification” shall mean a System for automatic vehicle detection, separation, and classification of vehicles used for the determination of tolls due.

“Automatic Vehicle Identification” shall mean a System consisting of radio frequency antenna and reader equipment and a compatible Transponder mounted in a vehicle for automatic unique identification of the vehicle upon the electronic read of the Transponder as it passes through the toll collection point of the lane.

“Availability” shall mean the degree to which a Service, process, subsystem, System, or Product is operable.

- 1 **“Base Month”** shall mean the month in which the Contract is executed.
- 2 **“Betterments”** shall mean items of Work included in the Vendor Proposal that exceed the
3 requirements of the RFP and are incorporated into the Contract Documents.
- 4 **“Business Days”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time,
5 except for holidays observed by the State of Washington.
- 6 **“Calendar Days”** shall mean a day reckoned from midnight to midnight.
- 7 **“Cited References”** shall mean any standard or specification (including Mandatory
8 Standards) applicable to the Project established by reference contained in the Contract
9 Documents.
- 10 **“Commercial Vehicle Information Systems and Networks”** shall mean the system and
11 networks operated by WSDOT that include a Transponder-enabled, weigh station bypass
12 program.
- 13 **“Commissioning Test”** shall mean the testing performed by the Vendor to verify that the
14 entire installed System successfully sends data from the in-lane equipment to the Facility
15 Management and Administrative System and subsequently to the Customer Service Center.
- 16 **“Configuration Management”** shall mean the management of security features and
17 assurances through control of changes made to Hardware, Software, firmware,
18 documentation, tests, and test documentation throughout the life cycle of the System.
- 19 **“Contract”** shall mean the written agreement between WSDOT and Vendor that
20 establishes the Project requirements including, but not limited to, all exhibits, the RFP, the
21 Proposal, appendices, attachments, licenses, and any other document incorporated by
22 reference into the Contract.
- 23 **“Contract Bond”** shall mean the bond secured by Vendor as required in the Contract.
- 24 **“Contract Documents”** shall mean the Contract, Contract Exhibits, Statements of Work,
25 Appendices attached to the RFP; applicable provisions of Vendor’s Proposal, and
26 amendments to each of these documents.
- 27 **“Critical Path”** shall mean a schedule of essential activities from beginning to end of the
28 Work, and the earliest and latest that each activity can start and finish to ensure successful
29 implementation of the Program.
- 30 **“Customer Service Center”** or **“CSC”** shall mean the WSDOT statewide toll collection
31 customer account management system and services procured and provided under separate
32 contract.
- 33 **“Deliverables”** shall mean Vendor’s Products, including plans, documents, designs,
34 components or Milestones which are prepared for WSDOT (either independently or in
35 concert with WSDOT or third parties) during the course of Vendor’s performance under
36 the Contract.
- 37 **“Demarcation Point”** shall mean the “Installation Demarcation Point” or “Maintenance
38 Demarcation Point”, as applicable.
- 39 **“Design Documents”** shall mean documents that manifest the design for the Project
40 developed by the Vendor or any portion, component or element thereof.
- 41 **“Design Phase”** shall mean the period in the Project which follows the Requirements
42 Phase, and in which the SDD is developed and submitted to WSDOT for review and
43 approval.

1 **“Effective Date”** shall mean the date the Contract is in full force and effect, which is the
2 date written on the cover page of this Contract.

3 **“eGo® Plus”** shall mean the brand name of the 915 MHz radio frequency programmable,
4 beam-powered, windshield mounted transponder made by TransCore.

5 **“Electronic Toll Collection”** shall mean automatic toll collection from a vehicle in a Toll
6 Zone.

7 **“Enhancements”** shall mean all updates, upgrades, additions, and changes to, and future
8 releases for the Software and firmware in whole or in part, including without limitation all
9 upgrades and updates to Software and firmware and all maintenance updates and error
10 corrections. It shall also include updates that encompass improvements, extensions,
11 deficiency corrections, or other changes that are logical improvement or extension of the
12 Software supplied to WSDOT.

13 **“Engineer of Record”** or **“EOR”** shall mean the Vendor’s engineer(s) who places his/her
14 professional engineering seal on a document.

15 **“Environmental Requirements”** shall mean all Federal, State, and local environmental
16 laws, rules, regulations, ordinances, judicial, or administrative decrees, orders, decisions,
17 authorizations, or permits, including, but not limited to, the Resource Conservation and
18 Recovery Act, 42 U.S.C. § 6901, et. seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the
19 Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Emergency Planning
20 and Community Right to Know Act, 42 U.S.C. § 1101, et seq.; the Comprehensive
21 Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the
22 Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Oil Pollution Control Act, 33
23 U.S.C. § 2701, et seq.; and State of Washington or any other comparable local, State, or
24 Federal statute or ordinance pertaining to the environment or natural resources and all
25 regulations pertaining thereto, including all amendments and/or revisions to said Laws and
26 Regulations.

27 **“Escrow Agreement”** shall mean an agreement entered into by Vendor, WSDOT, and the
28 Escrow Agent, for the establishment of a repository for Escrow Material.

29 **“Escrow Material”** means the Software source code, and System Design Documentation,
30 including all relevant commentary, explanations and other documentation, as well as
31 instructions to compile such source code. Escrow Material shall also include all source
32 code for the Enhancements and modifications to the Software provided to WSDOT under
33 the Operations and Maintenance segment of Work.

34 **“Express Toll Lane”** shall mean one or more lanes which are actively managed via a
35 changing toll rate. Shall also mean “HOT Lanes.”

36 **“Facility Management and Administration System”** or **“FMAS”** shall mean the
37 computer located at the Traffic Management Center which manages the central processing
38 for the toll system and related functions.

39 **“Factory Acceptance Test”** shall mean the testing performed by the Vendor to verify that
40 functional elements of the System are in conformance with the technical and Operational
41 Requirements.

42 **“Federal”** shall mean the United States government.

43 **“Final”** shall mean a document or plan that has been finalized through completion of all
44 requirements of the Vendor’s QMP, including resolution of all WSDOT comments.

1 **“Final Inspection”** shall mean the inspection by WSDOT of the installation Work to
2 determine whether the Work conforms to the requirements of the Contract Documents and
3 is complete. Final Inspection of warranted Work will be made at the end of the warranty
4 term.

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

31 **“Free-Flow”** shall mean the targeted traffic conditions in a HOT Lane that support an
32 average speed of 45 miles per hour or greater for a Trip.

33 **“Full-Width Roadway Tolling”** shall mean a tolled roadway where all lanes are tolled,
34 including the shoulders.

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

39 **“Good To Go!™”** shall mean the name of WSDOT’s Electronic Toll Collection System.

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

42 **“Guaranteed Date”** shall mean the date by which a Milestone shall be achieved.

43 **“Hardware”** is a collective term that shall include the physical components of the System,
44 including but not limited to receivers, transmitters, antenna, coaxial hardline, routers, hubs,
45 servers, computers, telecommunications, and other similar devices. Hardware is also used
46 collectively to describe the physical aspects of telecommunications network infrastructure.

1 **“Hazardous Substances”** shall mean all those substances identified as hazardous under
2 the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.
3 § 9601, et seq.; and the Washington Model Toxics Control Act, RCW 70.105D et seq.,
4 including all amendments and/or revisions to said Laws and Regulations; and shall include
5 gasoline and other petroleum products.

6 **“High-Occupancy Toll Lanes”** or **“HOT Lanes”** shall mean a managed lane that
7 combines HOV and pricing strategies by allowing vehicles that do not meet HOV
8 occupancy (or other toll-exempt requirements) to gain access to HOV lanes by paying a
9 toll.

10 **“High Occupancy Vehicle”** or **“HOV”** shall mean a vehicle as defined in WAC 468-510-
11 010, including but not limited to, public agency bus or vanpool or a carpool vehicle with
12 minimum occupancy requirements that may vary from two to four persons depending upon
13 the posted roadway HOV signage.

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

16 **“HOT Lane Corridor”** shall mean the portion of the roadway used as a HOT Lane from
17 its beginning to its end in a single direction. See “Express Toll Lanes.”

18 **“I-405 Design-Builder”** shall mean the design-build contractor working on the design and
19 construction of the I-405 NE 6th Street to I-5 Widening and Express Toll Lanes Project.

20 **“I-405 Express Lanes RTS”** shall mean the Roadway Toll System located between NE 6th
21 Street in Bellevue, Washington (milepost (MP) 13.5) at the southern limit, and extends
22 approximately 17 miles to I-5 in Lynnwood, Washington (MP 30.0) at the northern limit.

23 **“I-405 Project”** shall mean the I-405 NE 6th Street to I-5 Widening and Express Toll
24 Lanes Project, which begins on I-405 at NE 6th Street in Bellevue, Washington (milepost
25 (MP) 13.5 at the southern limit, and extends approximately 17 miles to I-5 in Lynnwood,
26 Washington (MP 30.0) at the northern limit.

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

29 **“Indemnitee”** shall mean the party and its authorized agents and employees being
30 indemnified by the Indemnitor.

31 **“Indemnitor”** shall mean the party its successors and assigns indemnifying the other party
32 and its authorized agents and employees.

33 **“Installation Demarcation Point”** shall mean the points at which WSDOT installed
34 infrastructure terminates and the Vendor’s installation Work begins. See Appendix 8 for
35 an illustration of a Toll Zone with the labels indicating the Installation Demarcation Point.

36 **“Intellectual Property”** shall mean the copyrights, trademarks, patents, trade secrets, and
37 any other form of proprietary rights, including without limitation, rights to information
38 sources, data sources, databases, products, Software, inventions, training manuals, System
39 design, or other proprietary information in any form or medium.

40 **“Interface Control Document”** or **“TR”** shall mean the document that defines business
41 rules for processing data and/or Toll Transactions or Trips.

42 **“Intelligent Transportation Systems”** or **“ITS”** shall mean all components and
43 equipment referenced as such in the design, installation, and testing requirements.

1 **“ISO 18000-6C Protocol”** shall mean a unique dedicated short range communications
2 protocol for radio frequency identification devices that operates in the 900 MHz range.

3 **“Key Project Roles”** shall mean the personnel the Vendor has committed to the key roles
4 of the Project as detailed in Appendix 19 of the RFP.

5 **“Laws and Regulations”** shall mean all applicable laws, codes, ordinances, rules,
6 restrictions, regulations, and orders of the Federal, State, regional, or any local
7 government, and any judicial or administrative order or decree that are in effect as of the
8 Contract Effective Date or any time thereafter.

9 **“Live Traffic”** shall mean actual traffic on the roadway in an uncontrolled, live
10 environment.

11 **“Maintenance Demarcation Point”** shall mean the points at which WSDOT maintained
12 infrastructure terminates and the Vendor’s maintenance Work begins. See Appendix 5 for
13 additional description of the Maintenance Demarcation Point.

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

19 **“Mandatory Standards”** shall mean the standards set forth in Appendix 16 of the RFP.

20 **“Master Test Plan”** shall mean the plan that includes the details for verification testing of
21 the functional requirements of the System.

22 **“Mean Time Between Failures”** or **“MTBF”** shall mean the arithmetic mean time between
23 failures of the System or components of the System.

24 **“Milestone”** shall mean completion of a set of Work for which WSDOT Approval is
25 needed in order to receive payment as described in Appendix 2 of the RFP, such as Project
26 Management, Preliminary Design, and Final Design.

27 **“Mean Time To Repair”** or **“MTTRepair”** shall mean the total repair time in minutes
28 divided by the total number of incidents of a single Priority Level.

29 **“Mean Time To Respond”** or **“MTTRespond”** shall mean the total response time in
30 minutes divided by the total number of incidents of a single Priority Level.

31 **“Notice to Proceed”** shall mean one or more written notices to Vendor from the WSDOT
32 Project Manager to commence Work.

33 **“Open Road Tolling or ORT”** shall mean the automated collection of tolls on a toll
34 facility where no toll booths are present and vehicles are allowed to travel at normal speeds
35 while passing under the Toll Gantries.

36 **“Operations and Maintenance Period”** shall mean the period between Toll
37 Commencement and the earlier of the termination or expiration of the applicable SOW or
38 the Contract.

39 **“Operational Test”** shall mean the testing performed by the Vendor to verify the
40 performance requirements and functional availability of the System for a period of time.

41 **“Operational Test Completion Letter”** shall mean the document that the Vendor delivers
42 to WSDOT to document the notification of completion of the Operational Test.

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

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

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

10 **“Permits”** shall mean the Permits required for Work pursuant to Laws and Regulations,
11 and any additions, substitutions or amendments to or for such permits hereafter required by
12 amendment to Laws and Regulations.

13 **“Photo Tolling”** shall mean a system that takes photographs, digital photographs,
14 microphotographs, videotapes, or other recorded images of the vehicle and vehicle license
15 plate only for the purposes of Electronic Toll Collection.

16 **“Potential Revenue”** shall mean all revenue that could be collected for a given period
17 considering only the number of vehicles detected, the vehicles’ classes, and the associated
18 toll rate with those classes. Potential Revenue shall not include unreadable images,
19 missing plates, damaged plates, or obstructed plates.

20 **“Prequalified Vendor”** shall mean the Vendors who, through the RFQ process, have been
21 determined to be the most highly qualified Vendors to provide Roadway Toll Systems in
22 the State and who are eligible to submit Proposals to this RFP.

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

25 **“Priority Level”** shall mean a status established in order of importance or urgency.

26 **“Product(s)”** shall mean all equipment supplied by Vendor under the Contract, including
27 but not limited to, any Hardware, Software, material, devices, and documentation.

28 **“Project”** shall mean the design, installation, integration, testing, operation and
29 maintenance of Roadway Toll Systems on the I-405 Express Toll Lanes and SR 99 Tunnel
30 and, at WSDOT’s sole discretion, the SR 520 Replacement Bridge and the SR 16 Tacoma
31 Narrows Bridge. The Project may also, at WSDOT’s sole discretion, include the design,
32 installation, integration, testing, operation and maintenance of the Additional Roadway
33 Toll Systems.

34 **“Project Acceptance”** shall mean WSDOT’s acceptance of the System after the
35 completion of the Project as defined in the Agreement.

36 **“Project Management Plan”** shall mean the plan developed by the Vendor in
37 response to the RFP in accordance with the Scope of Work and approved by WSDOT, as
38 the same may be amended from time to time by written agreement between WSDOT and
39 the Vendor.

40 **“Project Schedule”** shall mean the resource-loaded Critical Path method schedule setting
41 forth the plan for performance of the Work developed and maintained by the Vendor that
42 lists all tasks related to the design, development, testing, installation and deployment of
43 the I-405 Express Toll Lanes and SR 99 Bored Tunnel Toll Systems as defined in the
44 Scope of Work. **“Proposal”** shall mean a written offer submitted by Vendor in response to

1 the RFP to fully perform the Contract and to provide the Products and Services to WSDOT
2 in accordance with the terms and conditions of the Contract.

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

4 **“Quality Assessment”** shall mean non-scheduled quality assessments by WSDOT of the
5 Vendor’s Work, including sampling, testing, and documentation reviews.

6 **“Quality Assurance”** or **“QA”** shall mean Vendor Quality Assurance

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

12 **“Quality Management Plan”** or **“QMP”** shall mean the plan, developed by the Vendor,
13 which identifies the Vendor’s overall framework for implementation of its Quality Control
14 and Quality Assurance programs across all aspects of the Project.

15 **“Quality Verification”** or **“QV”** shall mean a combination of inspections, independent
16 sampling and testing performed by WSDOT, or their agent, on a random basis to validate
17 that the Vendor is following the approved QA procedures and that such procedures appear
18 to be effective in assuring quality.

19 **“Radio Frequency Identification”** or **“RFID”** shall mean the technology used at the lane
20 level to communicate between a transponder and a roadside reader to identify the
21 transponder’s unique identification number and other information that may be written to the
22 transponder.

23 **“RCW”** shall mean the Revised Code of Washington.

24 **“Reference Documents”** shall mean the documents designated as such in Chapter 1 of the
25 RFP.

26 **“Released for Installation Documents”** shall mean the Design Documents stamped
27 “Released for Installation” by the Vendor.

28 **“Regulatory Approval”** shall mean all local, regional, State and Federal agreements,
29 studies, findings, permits, approvals, certifications, licenses and other authorizations
30 required to be obtained or completed under applicable Laws and Regulations prior to
31 undertaking any particular activity contemplated by this Contract. Regulatory Approvals
32 include Permits.

33 **“Relational Database Management System”** shall mean a set of Software programs that
34 controls the organization, storage, management, and retrieval of data (or objects) in a
35 database.

36 **“Request for Proposals”** or **“RFP”** shall mean the document issued by WSDOT
37 soliciting proposals from Prequalified Vendors for the Project.

38 **“Request for Qualifications”** or **“RFQ”** shall mean the Request for Qualifications used
39 as a solicitation document to establish a list of Vendors qualified to submit proposals in
40 response to a possible Roadway Toll System RFP including all appendices, exhibits,
41 attachments, and Amendments thereto.

42 **Requirements Phase** shall mean the period in the Project where the Vendor, in
43 collaboration with WSDOT, defines the hardware, software, reporting and communications

- 1 requirements for the Project, which are then documented in the SRD and submitted to
2 WSDOT for review and approval.
- 3 **“RFP Coordinator”** shall mean the WSDOT employee designated to receive all inquiries,
4 Proposals, and other verbal or written communication and correspondence concerning the
5 RFP.
- 6 **“Right of Way”** shall mean all real property to which WSDOT holds fee title or other real
7 property interest and which is devoted to State highway purposes, including but not limited
8 to rest areas, scenic view areas, WSDOT-owned weigh stations, park and ride facilities,
9 maintenance facilities, pit sites and the like.
- 10 **“Roadside Toll Cabinet”** shall mean a cabinet supplied by WSDOT for the exclusive use
11 of the Vendor, inside which Toll Equipment or Accessory Equipment may be installed.
- 12 **“Roadway Toll System”** shall mean the fully functional system used on a designated
13 roadway that works in conjunction with the CSC and uses various communications and
14 electronic technologies to facilitate the collection of Tolls based on radio transmissions
15 from motor vehicles and other automatic identification or classification of vehicles,
16 including Photo Tolling, from which information is gathered to charge the appropriate Toll
17 to the customer accounts.
- 18 **“Roadway Toll Systems Project” or “Project”** shall mean one or more Roadway Toll
19 Systems on an identified section of road.
- 20 **“Routine Maintenance Activities”** shall mean regularly scheduled inspections, repairs,
21 adjustments tuning and replacement of parts and components as required to keep the
22 System in top operating condition.
- 23 **“Scalable”** shall mean the ability of the System to accommodate larger or smaller volumes
24 of data and more or less users.
- 25 **“Services”** shall mean the Work provided by Vendor under the Contract as defined in the
26 Contract and any Amendments thereto.
- 27 **“Shared Maintenance”** shall mean the division of maintenance responsibilities where the
28 Vendor transfers an agreed portion, up to all, of the maintenance responsibilities to
29 WSDOT.
- 30 **“Signal Inventory Maintenance Management System” or “SIMMS”** shall mean the
31 system developed and maintained by WSDOT that manages Product maintenance Work
32 Orders and reporting.
- 33 **“Site Acceptance Test”** shall mean the testing performed by the Vendor to validate
34 functionality of each installed Toll Zone.
- 35 **“Software”** shall mean computer instructions, including but not limited to, programs,
36 routines, functions, libraries, and data bases, supplied, procured or developed by Vendor in
37 connection with the performance of the Work, including but not limited to the Software;
38 however, Software shall not include embedded code, firmware, internal code, micro code,
39 and any other term referring to software residing in the equipment that is necessary for the
40 proper operation of the equipment is not included in this definition of Software. Software
41 includes all prior, current, and future versions of the Software and all Maintenance updates
42 and error corrections which are provided to WSDOT under the Contract.
- 43 **“Software License” or “License”** shall mean the rights granted to WSDOT to use the
44 Software that is the subject of the Contract.

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

7 **“SR 16 Tacoma Narrows Bridge” or “TNB”** shall mean the 3.4 miles of roadway
8 including the bridge and ORT and cash-collection toll system, beginning at Jackson
9 Avenue NW in Tacoma, Washington and ending 36th Street NW in Gig Harbor,
10 Washington.

11 **“SR 99 AWV Contractors”** shall mean the design-build contractor designing and
12 constructing of the SR 99 Bored Tunnel Design-Build Project, and the contractors
13 constructing the SR 99 Bored Tunnel South Access Project or the SR 99 Bored Tunnel
14 North Access Project.

15 **“SR 99 AWV Projects”** shall mean any of the following State Route 99 Alaskan Way
16 Viaduct Replacement Program projects from approximately S. King Street to Harrison
17 Street in Seattle, Washington:

- 18 • SR 99 Bored Tunnel Design-Build Project
- 19 • SR 99 Bored Tunnel North Access Project
- 20 • SR 99 Bored Tunnel South Access Project

21 **“SR 99 Bored Tunnel Design-Build Project” or “SR 99 Bored Tunnel”** shall mean the
22 design-build contract of the SR 99 Bored Tunnel between S. Royal Brougham Way to
23 Harrison Street in Seattle, Washington.

24 **“SR 99 Bored Tunnel North Access Project” or “SR 99 North Access”** shall mean the
25 contract that includes the construction of a roadway connecting SR 99 in the vicinity of
26 Mercer Street to the tunnel at Harrison Street in Seattle, Washington

27 **“SR 99 Bored Tunnel South Access Project” or “SR 99 South Access”** shall mean the
28 contract that includes construction of the roadway tying the tunnel roadway to the new SR
29 99 roadway at S. Royal Brougham Way, and the new surface streets between Brougham
30 Way and S. King Street in Seattle, Washington.

31 **“SR 99 Tunnel RTS”** shall mean the Roadway Toll System located between Holgate
32 Street and Highland Drive, Seattle, Washington.

33 **“SR 520 Replacement Bridge”** shall mean the approximately 12.8-mile SR 520 Bridge
34 Replacement, beginning at Interstate 5 in Seattle, Washington and extending to SR 202 in
35 Redmond, Washington that will replace the existing SR 520 floating bridge, as well as, the
36 single-point ORT toll collection system at the bridge’s eastern end.

37 **“Standard Specifications”** shall mean the Washington State Department of
38 Transportation Standard Specifications for Construction and Maintenance of Highways,
39 Streets and Bridges, adopted by the Washington State Department of Transportation in
40 2010.

41 **“State”** shall mean the State of Washington.

42 **“State Plane Coordinates”** shall mean coordinates in the Washington State Plane
43 Coordinate System.

- 1 **“Statement on Auditing Standards (SAS) No. 70”** shall mean an auditing statement
2 issued by the Auditing Standards Board of the American Institute of Certified Public
3 Accountants (AICPA), officially titled “Reports on the Processing of Transactions by
4 Service Organizations”. SAS 70 defines the professional standards used by a service
5 auditor to assess the internal controls of a service organization and issue a service auditor’s
6 report. Service organizations are typically entities that provide outsourcing services that
7 impact the control environment of their customers. There are two types of service auditor
8 reports. A Type II service auditor’s report includes the information contained in a Type I
9 service auditor’s report and includes the service auditor’s opinion on whether the specific
10 controls were operating effectively during the period under review.
- 11 **“Subcontractor”** shall mean a person, partnership, company, or other organization which
12 is not in the employment of or owned by Vendor, that may perform all or part of Vendor’s
13 responsibilities under the Project, pursuant to a separate contract entered into by and
14 between the Subcontractor and of the Vendor. The term “Subcontractor” means a
15 Subcontractor of any tier.
- 16 **“Super eGo®”** shall mean the proprietary protocol developed by TransCore on which the
17 eGo® Plus transponder operates; also known as SeGo.
- 18 **“System”** shall mean a fully functional Roadway Toll System on a Toll Facility including
19 all associated appurtenances.
- 20 **“System Acceptance”** shall mean WSDOT’s written acceptance of the Project Milestone
21 indicating that WSDOT has approved and fully accepted the System.
- 22 **“System Administrator”** shall mean a user responsible for managing and maintaining the
23 configuration and operation of a subsystem, System, or Product.
- 24 **“System Design Document”** or **“SDD”** shall mean the Milestone deliverable describing the
25 Project and Back Office System hardware, software and communications design that shall
26 be developed by the Vendor and delivered to WSDOT during the Design Phase of the
27 Project for WSDOT review and Approval.
- 28 **“System Requirements Compliance Matrix”** shall mean the document developed by the
29 Vendor that shows how each System requirement is being met by the System design
30 and how and when each requirement will be tested and/or demonstrated to WSDOT.
- 31 **“TCP/IP”** shall mean Transmission Control Protocol/Internet Protocol, a communications
32 protocol developed to provide transport functions.
- 33 **“Technical Approach”** shall mean the Vendor’s proposed technical tolling solution as
34 described in the Proposal.
- 35 **“Technical Specifications”** shall mean all specifications developed and used by the
36 Engineer of Record.
- 37 **“Toll”** shall mean the charge for use of the State’s roadways.
- 38 **“Toll Commencement/Toll Commencement Date”** shall mean the day when WSDOT
39 begins toll revenue operations for a System. This Milestone shall mark the start of the
40 Operations and Maintenance Period for that System.
- 41 **“Toll Equipment”** shall mean the hardware components of the Toll System. This
42 equipment includes, but is not limited to antennas, readers, and license plate reader
43 cameras.

- 1 **“Toll Exempt Status”** shall mean the status of a vehicle that qualifies under HOV
2 requirements to use the I-405 without paying a toll.
- 3 **“Toll Facility”** shall mean a roadway or HOT Lane within a roadway for which travelers
4 who are not toll-exempt pay a specified fee for usage.
- 5 **“Toll Facility Infraction”** A traffic violation resulting from illegal toll facility use such as
6 improper crossing of the double white lines that separates a HOT Lane from the adjacent
7 general purpose lane; occupancy violation; failure to have a valid transponder in the
8 vehicle while driving in a HOT Lane or through the Bored Tunnel; or failure to comply
9 with other legal requirements associated with WSDOT Toll Facilities.
- 10 **“Toll Gantries”** shall mean the structures provided by WSDOT to the Toll Vendor, upon
11 which Toll Equipment and Accessory Equipment may be mounted.
- 12 **“Toll Infrastructure”** shall mean the Toll System elements to be designed, procured,
13 built, and tested by WSDOT. These elements shall include, but are not limited to, all signs,
14 striping, Toll Gantries, Roadside Toll Cabinets, and electrical and communications
15 connections.
- 16 **“Toll Readiness”** shall mean the time at which installation and testing is complete, and the
17 System is able to collect tolls.
- 18 **“Toll Schedule”** shall mean the table of toll rates to be applied for toll transactions based
19 on WSDOT policies.
- 20 **“Toll System”** shall mean Roadway Toll System.
- 21 **“Toll Technical Requirements”** shall mean requirements related to the functionality of
22 the Toll System.
- 23 **“Toll Transaction”** shall mean a record of activity created by the Toll System and sent to
24 the CSC as a result of a vehicle traveling through a Toll Zone.
- 25 **“Toll Zone”** shall mean the area on the roadway under the Toll Gantry, overhead structure,
26 or toll booth where the Toll System performs in-lane tolling functions, such as vehicle
27 detection, Transponder reads, or license plate image capture. This includes shoulders,
28 travel lanes, and buffer spaces between adjacent tolled and un-tolled lanes. Multiple Toll
29 Gantries may be included in a single Toll Zone.
- 30 **“Traffic Density”** shall mean the estimated average number of vehicles that occupy one
31 mile of road space, expressed in vehicles per mile.
- 32 **“Traffic Management Center”** shall mean the hub of the WSDOT traffic management
33 system, where information about the Toll System network is collected and combined with
34 other operational and control data to manage the Toll system network and to produce
35 traveler information.
- 36 **“Transaction”** shall mean a System record of activity; an event recorded in the System.
- 37 **“Transponder”** shall mean an identification unit attached to a toll customer’s vehicle that
38 will automatically identify the toll customer’s vehicle as it passes through the Toll Facility.
- 39 **“Transponder Account”** shall mean a customer Toll account created at the CSC that
40 primarily uses a Transponder to identify and charge the customer in accordance with the
41 CSC business rules.
- 42 **“Transponder Declaration State”** shall mean the status of a transponder defining a
43 vehicle occupancy type or special status.

1 **“Trip”** shall mean the term used to describe the passage of a vehicle through a Express
2 Toll Lane Corridor from the point where the vehicle enters the Express Toll Lane until it
3 exits the Express Toll Lane. A Trip may include a single Toll Zone or multiple Toll Zones.

4 **“Trip Building Process”** shall mean an automated process that groups Transactions from
5 the Express Toll Lanes using an identifier (transponder or license plate number or other
6 means of identifying the vehicle) in order to create Trips.

7 **“Turnover”** shall mean the point at which a Toll Zone is made available to the Vendor.

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

10 **“UCC”** shall mean the Uniform Commercial Code as set forth in Title 62A RCW.

11 **“Unplanned Disruption”** shall mean disruptions to existing systems, circuits, and
12 equipment that occur outside of a time period planned and pre-approved by WSDOT and
13 determined by WSDOT to be caused by the actions of the Vendor or the Vendor’s
14 representative(s).

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

17 **“Variable Dynamic Toll Pricing”** shall mean the tolls that vary in “near time” in response
18 to changing congestion levels in traffic on the facility. Variable dynamic pricing is a key
19 characteristic of toll pricing, allowing for prices that change or fluctuate due to different
20 variables, conditions and situations.

21 **“Vendor”** shall mean the entity submitting a Proposal to this RFP, its employees and
22 agents; any Subcontractor, firm, provider, organization, individual, or other entity who
23 Vendor indicates will perform any or all of the Vendor’s responsibilities under the Project.

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

28 **“Vendor Intellectual Property”** means Intellectual Property owned by, licensed to, or
29 otherwise under the control of the Vendor. Vendor Intellectual Property that is
30 incorporated, in whole or in part, into Government Funded Developments shall remain
31 Vendor Intellectual Property and such incorporation shall not alter or reduce Vendor’s
32 rights in the Vendor Intellectual Property.

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

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

39 **“Vendor Provided Maintenance”** shall mean the provision of all maintenance
40 responsibilities, including first response maintenance by the Vendor.

41 **“Vendor Qualifications”** shall mean the required credentials as stipulated for review by
42 the Request for Proposals.

43 **Vendor “Quality Assurance”** or **“QA”** shall mean all those planned and systematic
44 actions performed by the Vendor to demonstrate to the Department that the Work complies

1 with the Contract and that all elements of the Work will perform satisfactorily for the
2 purpose(s) intended. This QA includes audits to assure that all established Quality Control
3 activities are being conducted consistently and appropriately.

4 **“Vendor Selection Committee”** shall mean the group of WSDOT employees designated
5 to review and score the Proposals.

6 **“Wildcard”** shall mean a symbol that stands for one or more unspecified characters.

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

9 **“Working Drawings”** shall mean shop drawings, shop plans, erection plans, falsework
10 plans, framework plans, cofferdam, cribbing and shoring plans, bending diagrams for
11 reinforcing steel, or any other supplementary plans or similar data.

12 **“Work Order”** shall mean a written authorization to perform specified Work.

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

17 **“WSDOT Contract Administrator”** shall mean the WSDOT employee designated to
18 receive legal notices, and to administer, amend, or terminate the Contract.

19 **“WSDOT Contracting Officer”** shall mean the person to whom signature authority has
20 been delegated in writing. The term includes, except as otherwise provided in the RFP, an
21 authorized representative of the WSDOT Contracting Officer acting within the limits of
22 his/her authority.

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

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

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

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

37 **“Zone Controller”** shall mean an all-inclusive hardware and software appliance capable
38 of managing and monitoring a group of equipment used for Toll Transaction creation and
39 transmission.

1 1.2 ABBREVIATIONS

2 The following abbreviations shall have the meanings set forth as below.

3	AASHTO	American Association of State Highway and Transportation Officials
4	ACM	Avaya Communication Manager
5	ADA	Americans with Disabilities Act
6	AICPA	American Institute of Certified Public Accountants
7	ALPR	Automatic License Plate Recognition
8	ANSI	American National Standards Institute
9	ASA	Adaptive Security Appliance
10	ASTM	American Society for Testing and Materials
11	ATA	American Trucking Association Protocol
12	ATSSA	American Traffic Safety Services Association
13	AVC	Automatic Vehicle Classification
14	AVI	Automatic Vehicle Identification
15	AWG	American Wire Gauge
16	AWV	Alaskan Way Viaduct
17	BAFO	Best and Final Offers
18	BMP	Best Management Practice
19	CCTV	Closed-Circuit Television
20	CDR	Critical Design Review
21	CFO	Chief Financial Officer
22	CFR	Code of Federal Regulations
23	CMS	Changeable Message Sign
24	COTS	Commercial Off-the-Shelf
25	CSC	Customer Service Center
26	CVISN	Commercial Vehicle Information Systems and Networks
27	DES	Data Encryption Standard
28	DMS	Dynamic Message Sign
29	DVAS	Digital Video Audit System
30	EA	Environmental Assessment
31	EIA	Electronic Industries Alliance
32	FAT	Factory Acceptance Test
33	FCC	Federal Communication Commission
34	FHWA	Federal Highway Administration

1	FMAS	Facility Management and Administration System
2	FOB	Freight on Board
3	FTP	File Transfer Protocol
4	GAAP	Generally Accepted Accounting Principles
5	GASB	Governmental Accounting Standards Board
6	GCA	Gantry Controlled Access
7	GP	General Purpose
8	GPS	Global Positioning System
9	GUI	Graphical User Interface
10	HAR	Highway Advisory Radio
11	HDPE	High-Density Polyethylene
12	HOT	High-Occupancy Toll
13	HOV	High Occupancy Vehicle
14	HVF	High Visibility Installation Fencing
15	ICD	Interface Control Document
16	ID	Identification
17	IEEE	Institute of Electrical and Electronics Engineers
18	IP	Internet Protocol
19	ISB	Information Service Board
20	ISO	International Organization for Standardization
21	IT	Information Technology
22	ITS	Intelligent Transportation System
23	L&I	Labor & Industries
24	LAN	Local Area Network
25	LDAP	Lightweight Directory Access Protocol
26	LPIC	License Plate Image Capture
27	LTO-4	Linear Tape-Open generation 4
28	MMR	Monthly Maintenance Report
29	MOMS	Maintenance Online Management System
30	MOT	Maintenance of Traffic
31	MPEG	Moving Picture Experts Group
32	MPH	Miles per Hour
33	MPLS	Multi Protocol Label Switching
34	MTBF	Mean Time Between Failures
35	MTRR	Mean Time to Repair and Respond

1	MUTCD	Manual on Uniform Traffic Control Devices (Washington State Modifications)
2	N/A	Not Applicable
3	NAD	North American Datum
4	NAIC	National Association of Insurance Commissioners
5	NAVD	North American Vertical Datum
6	NCHRP	National Cooperative Highway Research Program
7	NEC	National Electrical Code
8	NEMA	National Electrical Manufacturers Association
9	NEPA	National Environmental Policy Act
10	NFPA	National Fire Protection Association
11	NSF	Non-Sufficient Funds
12	NTCIP	National Transportation Communications for ITS Protocol
13	NTP	Notice to Proceed
14	OCOI	Organizational Conflict of Interest
15	OCR	Optical Character Recognition
16	ODBC	Open Database Connectivity
17	OEM	Original Equipment Manufacturer
18	OFM	Washington State Office of Financial Management
19	ORT	Open Road Tolling
20	OSHA	Federal Occupational Safety and Health Administration
21	PAR	Performance Audit Report
22	PCI	Payment Card Industry
23	PCMS	Portable Changeable Message Signs
24	PDD	Preliminary Design Documentation
25	PDF	Portable Document Format
26	PDR	Preliminary Design Review
27	PIP	Public Information Plan
28	PMP	Project Management Plan
29	PSRC	Puget Sound Regional Council
30	PVC	Polyvinyl Chloride
31	QA	Quality Assurance
32	QA/QC	Quality Assurance/Quality Control
33	QC	Qualified Contractor
34	QMP	Quality Management Plan
35	RAID	Redundant Array of Independent Disks

1	RCW	Revised Code of Washington
2	RDBMS	Relational Database Management System
3	RDP	Remote Desktop Protocol
4	RF	Radio Frequency
5	RFID	Radio Frequency Identification
6	RFP	Request for Proposal
7	RMU	Rack Mount Unit
8	ROW	Right of Way
9	RTS	Roadway Toll Systems
10	RUS	Rural Utilities Service
11	SAS	Statement on Auditing Standards
12	SDD	System Design Document
13	SDOT	Seattle Department of Transportation
14	SDP	Software Development Plan
15	SEPA	State Environmental Policy Act
16	SFTP	Secure File Transfer Protocol
17	SIMMS	Signal Inventory Maintenance Management System
18	SMS	Short Message Service
19	SNMP	Simple Network Management Protocol
20	SONET	Synchronous Optical Networking
21	SOQ	Statement of Qualifications
22	SOV	Single Occupant Vehicle
23	SOW	Statement of Work
24	SPCC	Spill Prevention, Control, and Countermeasures Plan
25	SQL	Structured Query Language
26	SR	State Route
27	TCP/IP	Transmission Control Protocol/Internet Protocol
28	TIA	Telecommunications Industry Association
29	TIMP	Traffic Incident Management Plan
30	TMA	Truck-Mounted Attenuator
31	TMC	Traffic Management Center
32	TMP	Traffic Management Plan
33	TVL	Transponder Validation List
34	TWP	Twisted Pair
35	UCC	Uniform Commercial Code

1	UPS	Uninterruptible Power Supply
2	USC	United States Code
3	USDA	United States Department of Agriculture
4	VMS	Variable Message Sign
5	VPN	Virtual Private Network
6	WAC	Washington Administrative Code
7	WAN	Wide Area Network
8	WSDOT	Washington State Department of Transportation
9	XML	Extensible Markup Language
10		
11		End of Section

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