

**E-ZPASS TOLL SYSTEM IMPLEMENTATION AGREEMENT
CONTRACT #08-2**

This Agreement ("Agreement") is made and entered into as of this 7th day of June, 2008 by and between the Rhode Island Turnpike and Bridge Authority, (hereinafter called the "Authority") and Caseta Technologies, Inc., a Texas corporation, an independent contractor (hereinafter called the "Contractor"). For the purposes of this Agreement the Authority and Contractor are sometimes hereinafter referred to collectively as the "Parties."

WHEREAS, the Authority issued a Request for Proposal ("RFP") on or about February 5, 2008, relating to Contract #08-2 entitled RITBA E-ZPass Toll System Implementation ("E-ZPass Contract"); and

WHEREAS, the Authority modified the original RFP by including certain addendum dated February 18, 2008 and March 3, 2008, both of which have been incorporated into the final RFP issued to all bidders, including Contractor; and

WHEREAS, Contractor submitted a response to the RFP and all addendum on or about March 18, 2008 and its response was selected by the Authority to perform the work relating to the E-ZPass Contract; and

WHEREAS, the RFP and all addendum are the basis for the terms of this Agreement and are referred to collectively as the "RFP," the terms of which are incorporated by reference as if fully restated herein; and

WHEREAS, Contractor possesses substantial experience and expertise with respect to the work required to complete Contract #08-2 upon which the Authority is relying; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

Section 1. Scope of Services ("Services").

1.1 The Contractor hereby agrees to furnish all tools, equipment, materials and labor for the design, development, installation and maintenance of a new Electronic Toll Collection ("ETC") and conventional toll collection system for the Newport/Pell Bridge toll plaza as outlined in this Agreement and the RFP, including the services described in Section 1.2 of this Agreement ("Services").

1.2 This Agreement, including all exhibits, addendums, attachments and appendices, sets forth the entire understanding between the Parties relating to Contract #08-2 and supersedes all proposals, oral or written, and all other prior or

contemporaneous communications between the Parties relating to the subject matter of this Agreement. The Parties hereby agree that the terms of this Agreement may not be amended or modified except by a written Change Order executed by the Parties. "The following Appendices are hereby incorporated by reference and made a part of the scope of work relating to the Services and Contractor's performance under this Agreement, as hereinafter described in order of precedence below:

Appendix A:	Approved Detailed Design Document (to be attached when completed and approved)
Appendix B:	Revised Technical Approach
Appendix C:	Clarification to Terms
Appendix D:	Price List and Bill of Materials
Appendix E:	Time and Material Rates
Appendix F:	Proposal
Appendix G:	RFP and All Addenda

1.3 Contractor hereby warrants and represents that all Services will be performed in a timely manner and consistent with all applicable professional standards currently recognized by the engineering profession as it relates to quality, technical accuracy, and completeness of Contractor's reports, drawings, plans and specifications.

1.4 The Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing the Services. In the event that the Contractor, for any reason, does not comply with applicable professional standards, the Contractor shall immediately and without additional compensation, promptly correct or revise any errors or deficiencies in its services which are the result of the Contractor's failure to apply the standard of care required to perform the Services described in this Agreement.

1.5 The Contractor hereby further agrees that the aggregate costs to the Authority relating to any and all work and materials for the Services to be performed hereunder shall not exceed \$1,692,146.00.

1.6 The Contractor shall commence work on the date designated by the Authority and shall comply with the schedule for the completion of the Services and maintenance times as set forth in this Agreement.

1.7 The Contractor shall at all times execute, file and maintain a good and sufficient Performance, Payment and Maintenance bond with the Authority in a manner satisfactory to the Authority.

Section 2. Term.

2.1 The term of this Agreement shall commence on the date of execution and expire [*MAY 1, 2012*] thereafter.

2.2 The term of this Agreement may be extended, at the sole discretion of the Authority.

Section 3. Compensation.

3.1 Payment for Services rendered under this Agreement shall be in accordance with Section 9 of the RFP. In the event that the provisions of the RFP are revised prior to the Parties having signed this Agreement, the revised payment provisions shall be included in Appendix C of this Agreement and incorporated herein.

3.2 The Contractor shall have the sole responsibility for the accuracy and timely submission of complete invoices for the services performed, including any services performed by subcontractors as set forth in the RFP.

Section 4. Change Orders/Modification of Scope of Services. The Contractor hereby agrees that any services specifically described in the RFP or this Agreement that have been changed or modified by the agreement of the Authority and Contractor shall be in compliance with Section 5.6 of the RFP.

Section 5. Ownership of Documents.

5.1 Contractor hereby agrees that any and all documents, reports, records, data, etc. prepared in accordance with the terms of this Agreement shall remain the property of the Authority and upon the expiration or termination of this Agreement, the Contractor shall immediately deliver same to the Authority.

5.2 The Contractor shall make immediately available to the Authority all basic sketches, charts, calculations, plans, specifications and other data prepared under this Agreement.

Section 6. Termination.

6.1 Notwithstanding any provision in this Agreement to the contrary, the Authority shall have the absolute right to terminate this Agreement at any time, with or without cause, in accordance with the provisions of Section 5.12 of the RFP.

6.2 In the event of a termination, all finished and unfinished documents and work papers prepared by the Contractor under this Agreement shall become the property of the Authority, in addition to any Work as provided in Section 5.12 of the RFP. The Contractor shall be entitled to compensation for work performed in accordance with the provisions of Section 5.12 of the RFP.

6.3 In addition to the rights set forth in Section 6.1 above, the Authority shall also have the right to terminate this Agreement for default in accordance with the provisions of Section 5.13 of the RFP and will be entitled to any remedies entitled to it thereunder.

Section 7. Disputes.

All claims or disputes arising in connection with this Agreement or in any way relating to the Services to be rendered hereunder shall be resolved exclusively in accordance with the terms of Section 5.33 of the RFP. In the event that the claim or dispute is not resolved through mediation as set forth in Section 5.33 of the RFP, the Parties shall submit the dispute to binding arbitration in accordance with this Section 7 of this Agreement.

7.1 Arbitration shall be by a single arbitrator appointed by the American Arbitration Association from its National Panel in accordance with its normal procedures for selection of arbitrators.

7.2 The arbitrator will be required to issue a detailed written decision setting forth the legal and factual basis of the decision. If there is more than one issue upon which a party's claim is based, the decision will separately address each issue.

7.3 The Parties will produce documents in accordance with the Federal Rules of Civil Procedure.

7.4 Questions regarding the arbitrability of an issue shall be decided by the appropriate court and not by the arbitrator.

7.5 The agreement to arbitrate does not apply to any claim of contribution or indemnity based upon a claim or action by a person who does not consent to become a party to arbitration with the Parties.

7.6 The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

7.7 The Parties agree to consolidate any arbitration under this Agreement with any other arbitration involving either party and arising out of a common question of fact or law.

7.8 Notwithstanding the aforementioned, the Parties agree that prior to the institution of either arbitration or litigation, the authorized representatives of the Authority and Contractor, or their designated representatives, shall meet personally in a good faith effort to resolve the issues to be litigated or arbitrated. This requirement is a condition precedent to the commencement of any litigation or arbitration.

Section 8. Indemnification.

8.1 The Contractor shall hold harmless and indemnify the Authority, its Executive Director, officers, directors, employees, agents and invitees from and against any and all claims, damages, causes of action, losses, liabilities, expenses and costs,

including, reasonable attorneys' fees and costs, which the Authority, its officers, directors, employees, agents and/or invitees suffer or incur as a result of any act or omission of the Contractor, its officers, directors, employees, agents, or subcontractors.

8.2 The Authority shall hold harmless and indemnify the Contractor, its officers, directors, employees, agents and invitees from and against any and all claims, damages, causes of action, losses, liabilities, expenses and costs, including, without limitation, reasonable attorneys' fees and costs, which the Contractor, its officers, directors, employees, agents, and/or invitees suffer or incur as a result of any act or omission of the Authority, its officers, directors, employees and agents.

Section 9. Insurance. The Contractor shall be required to secure and maintain general liability insurance from approved insurance carriers and provide certificates of insurance in accordance with Section 5.34.3 of the RFP, including workers' compensation insurance, commercial or comprehensive general liability insurance, automobile and truck insurance, subcontractor's insurance, and other protective liability and property damage insurance that may be needed.

Section 10. Nondiscrimination/Compliance with Regulations.

10.1 The Contractor shall comply with all Federal Regulations relating to nondiscrimination of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, and Title 23, Code of Federal Regulations, Part 710.405(b), as they may be amended from time to time (hereinafter referred to as the "Regulations"), and with Executive Order 11246 titled Equal Employment opportunity as amended by Executive Order 11375 and as supplemented by Department of Labor Regulation (41CFR60) which are herein incorporated by reference and made a part of this Agreement.

10.2 The Contractor hereby agrees and covenants that Contractor shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Section 11. Conflict of Interest. The Contractor hereby certifies that to the best of its knowledge no Authority employee, or office of any public agency interested in the Agreement, has any pecuniary interest in the business of the Contractor and that no person associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the Agreement.

Section 12. Compliance with Laws. The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the State of Rhode Island, federal, local and city government which may, in any manner, affect the performance of the Agreement.

Section 13. Assignability. The Contractor shall not assign this Agreement or any interest in the Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Authority; provided, however, that claims for money due or to become due to the Contractor from the Authority under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

Section 14. Personnel.

14.1 Any of the Contractor's personnel specifically identified in the Proposal are considered essential to performance of the Services and may not be removed or replaced without the prior approval of the Authority.

14.2 All personnel employed or engaged by the Contractor shall possess the necessary skills for performance under this Agreement. Use of outside personnel will be with the prior consent of and under conditions acceptable to the Authority. The Contractor will at all times enforce proper discipline and good order among the personnel under its control or supervision.

14.3 The Contractor will have the right to require any person observed to be failing, refusing or unable to carry out the Contractor's obligations, or any person appearing in the sole judgment of the Authority to be intemperate, incompetent, disruptive, or otherwise undesirable, to be removed from performance under this Agreement immediately upon the request of the Authority and replaced by the Contractor without charge to the Authority.

14.4 Unless the Authority provides prior written approval for a modification, all Services and related tasks to be performed in accordance with this Agreement shall be provided by the Contractor. The Contractor is responsible for work performed by a subcontractor and the subcontractor shall be bound by the terms and conditions contained in this Agreement; provided, however, that the Contractor shall indemnify and hold the Authority harmless with respect to any obligations between the Contractor and subcontractor as it relates to the Services or payment obligations of the Contractor to the subcontractor.

14.5 Such agreement shall preserve and protect the rights of the Authority under this Agreement with respect to the Services to be performed by any such subcontractor. The Contractor represents that it has, or will secure at its own expense, all personnel required to carry out and perform the Services under this Agreement. Such personnel will not be employees of or have any relationship with any of the members of the Contractor. Such personnel will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. Project Management. The Authority hereby designates as its authorized representative under this Agreement, Peter M. Janaros, P.E., Director of Engineering. The Contractor hereby designates as its authorized representative under this

Agreement, [*PAUL MUZZEY*] as the Project Manager. All direction, correspondence and coordination of the Services shall take place through these authorized representatives.

Section 16. Miscellaneous.

16.1 Notices. Any notice required or permitted under this Agreement shall be in writing, sent by prepaid, certified mail, or a reputable air courier service, or hand-delivered by a reputable delivery service, at the following addresses:

If to the Authority: Rhode Island Turnpike and Bridge Authority
One East Shore Road
Newport/Pell Bridge Administration Building
Jamestown, RI 02835
Attention: Peter M. Janaros, P.E.

If to the Contractor: Caseta Technologies, Inc.
211 East 7th Street, *Suite 800*
Austin, Texas 78701
Attention: Legal Counsel

16.2 Rules and Regulations. The Contractor and/or any subcontractors hereunder are required to comply with all of the rules and regulations promulgated by the Authority in effect from time to time.

16.3 Confidentiality. The Contractor hereby agrees to maintain the confidentiality of all data, records and information relating to the Services and shall not, directly or indirectly, use, exploit, or disclose to any third party, or use for its own benefit or the benefit of any third party, any proprietary or confidential information for any reason or purpose whatsoever, now or at anytime in the future.

16.4 No Solicitation. The Contractor and Authority agree not to solicit each other's employees without first obtaining the prior written consent of the non-soliciting party.

16.5 Independent Contractor. This Agreement does not create an employer-employee relationship and the Parties hereby agree that Contractor is an independent contractor, responsible for all acts and omissions of its employees, agents and subcontractors. The Contractor is responsible for all withholding and other taxes incurred with respect to this engagement, including federal, state and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by the Authority for services rendered under this Agreement.

16.6 Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the Authority and Contractor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement. No

provision of this Agreement may be modified, altered or amended except in a writing executed by both the Authority and Contractor. In the event of any inconsistency between this Agreement and any amendment, the terms of such amendment will govern. To the extent that the terms of this Agreement are in conflict with the terms of the RFP, the terms of the RFP shall be controlling.

16.7 Waiver. No consent or waiver, express or implied, by the Authority to or of any breach or default by the Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Consultant of the same or any other obligations of the Consultant hereunder. Failure on the part of the Authority to declare the Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Authority of its rights hereunder. The giving of consent by the Authority in any one instance shall not limit or waive the necessity to obtain the Authority's consent in any future instance.

16.8 Successors and Assigns. This Agreement and all of the rights, benefits, duties, liabilities and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the Authority and Contractor and their respective successors and assigns.

16.9 Governing Law. The Parties hereby agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law rules of such state.

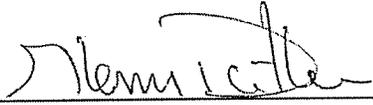
16.10 Severability. The provisions of this Agreement are severable and, in the event that any provision hereof shall be found by any court to be unenforceable, in whole or in part, the remainder of this Agreement shall nonetheless remain enforceable and binding upon the Parties hereto.

16.11 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor effect the interpretation of this Agreement.

16.12 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Authority and Contractor have each caused this Agreement to be executed by its duly authorized officer as of the date and year first above written.

**CASETA TECHNOLOGIES,
INC. "CONTRACTOR"**

By: 

Title: President

Date: 6/17/2008

**RHODE ISLAND TURNPIKE
AND BRIDGE AUTHORITY
"AUTHORITY"**

**Approved as to Form and
Substance**


Earl J. Croft, III, Executive Director

Rhode Island Turnpike
And Bridge Authority

APPENDIX B – Revised Technical Approach

The Authority has chosen to proceed with the alternative proposal that includes re-use of existing equipment as described in Section 11.2.2 of the Proposal. The following technical revisions to that section have been included in the Contract:

1. The existing receipt printers will not be re-used and will be replaced in the six (6) tollbooth lanes with a new thermal receipt printer as identified in Appendix D – Price List and Bill of Materials;
2. The existing patron fare displays will not be re-used and will be replaced in all ten (10) lanes with a new LED patron fare display as identified in Appendix D – Price List and Bill of Materials;
3. The new traffic gates installed in the bypass lanes (lanes 1 and 12) will include equipment to permit control of the gate from the adjacent tollbooth as identified in Appendix D – Price List and Bill of Materials;
4. Two (2) bar code readers will be connected to the lane controllers in the tollbooths adjacent to the bypass lanes (lanes 1 and 12) as identified in Appendix D – Price List and Bill of Materials.

In order to support the proposed Video Surveillance System solution to route all toll lane video through our Remote Operations and Maintenance System (ROMS) as described in 11.5, new hardware and software is added to convert the existing analog cameras to digital signals for processing into the application. The new hardware and software is identified in Appendix D – Price List and Bill of Materials.

APPENDIX C - Clarification to Terms

The following Clarification to Terms is made to the Rhode Island Turnpike and Bridge Authority, Request for Proposal - Ver 2.0 - E-ZPass Toll System Implementation:

Section 5.8 Proprietary Rights
 Add at the beginning of this paragraph "Except for proprietary software, which shall be licensed to the AUTHORITY, all work..."

Section 9 Payment Provisions
 The proposed payment schedule shown below supersedes all payment schedule requirements contained in the RFP.

Pay Item Description	Notes/Comments	% of Price	Amount
RHODE ISLAND			
Proposed Payment Schedule (Alternate Proposal)			
Mobilization	Due at NTP (excluded from Retainage hold-back)	5.0%	84,607
Bonding/Insurance/Other	Due when delivered (excluded from Retainage hold-back)	1.5%	24,917
1st Draft of Project Management Plan Delivered	Includes 10% Equipment/Materials (less Retainage)	5.6%	94,702
DDD Approved	Includes 50% Equipment/Materials (less Retainage)	18.4%	310,957
Start Factory Test	-	3.5%	59,111
Factory Test Complete/Approved	Phase I Approval, includes 30% Equipment/Materials (less Retainage)	12.4%	210,219
Start Installation	Includes 10% Equipment/Materials (less Retainage)	5.1%	87,012
Phase II Approval/Start Phase III/Lane Install Complete	-	7.2%	121,001
Plaza/Host Installation Complete	-	1.2%	20,939
Initial Warranty Period (Phases III and IV)	Paid Monthly	9.7%	164,410
Two Year Extended Maintenance Support	Paid Monthly (excluded from Retainage hold-back)	24.9%	421,370
Release of Retainage	Phase IV Completed	5.5%	92,900
Total		100.00%	1,692,146

Notes: the Proposed Payment Schedule above assumes a 8% Retention/Retainage (hold-back)

APPENDIX D - Price List and Bill of Materials

RITBA E-Zpass Toll Implementation RFP					
Contract # 08-2					
Alternate <-> Price Sheet					
Category	Description	Quantity	Units	Unit Price US \$	Extended Price
A	Mobilization/Bonds/Insurance				
	Mobilization (Not to exceed 5% of Total Capital Price)	1	LS	\$ 84,607.32	\$ 84,607.32
	Performance Bond	1	LS	\$ 24,917.18	\$ 24,917.18
	Insurance	1	LS	\$ -	\$ -
	OTHER (List, quantify and price separately)				
	Other / TBD	1	LS	\$ -	\$ -
	Other / TBD	0			\$ -

Mobilization Sub Total	\$ 109,524.50
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B	Toll Hardware				
	TCS Host Hardware (Server, RAID, Rack, Tape Library, etc.)	\$ 1.00	LS	\$ 52,509.69	\$ 52,509.69
	Lane Controller	\$ 10.00	EA	\$ 4,247.92	\$ 42,479.24
	Maintenance Online Management System (MOMS)	\$ 1.00	LS	\$ 16,998.86	\$ 16,998.86
	Communication Equipment	\$ 1.00	LS	\$ 17,337.54	\$ 17,337.54
	ETC Subsystem-a (Mark IV Equipment)	\$ 10.00	EA	\$ 7,600.45	\$ 76,004.50
	ETC Subsystem-b (Non-Mark IV Equipment)	\$ 10.00	EA	\$ 79.16	\$ 791.57
	Manual Lane Terminal	\$ -	EA	\$ -	\$ -
	Proximity Card Reader	\$ -	EA	\$ -	\$ -
	Receipt Printer	\$ 6.00	EA	\$ 543.28	\$ 3,259.68
	Automatic Vehicle Classification (AVC) Subsystem – Low Speed (Overhead Equip)	\$ 10.00	EA	\$ 5,783.61	\$ 57,836.12
	Automatic Vehicle Classification (AVC) Subsystem – Low Speed (In-Pavement Equip)	\$ -	EA	\$ -	\$ -
	Lane Traffic Signal	\$ -	EA	\$ -	\$ -
	Patron Fare Display	\$ 10.00	EA	\$ 3,886.76	\$ 38,867.59
	Canopy Lane Status Indicator	\$ -	EA	\$ -	\$ -
	Intercom	\$ 1.00	LS	\$ 6,170.27	\$ 6,170.27
	Traffic Gates	\$ 12.00	EA	\$ 4,781.63	\$ 57,379.54
	Video Surveillance System (VSS)	\$ 1.00	LS	\$ 47,130.75	\$ 47,130.75
	PC Workstations (Supervisor, Cash Out, Admin, Etc.)	\$ 18.00	EA	\$ 1,077.31	\$ 19,391.60
	Printers	\$ 1.00	LS	\$ 8,243.51	\$ 8,243.51
	Spare Parts	\$ 1.00	LS	\$ 62,477.58	\$ 62,477.58
	Spare Parts (Mark IV Equipment)	\$ 1.00	LS	\$ 12,141.41	\$ 12,141.41
	OTHER (List, quantify and price separately)				
	Development Equipment	1	LS	\$ 28,472.92	\$ 28,472.92
	Other / TBD	0			\$ -

Toll Hardware Sub Total	\$ 547,492.35
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C	Installation				
	Lane Equipment Install	1	LS	\$ 100,951.38	\$ 100,951.38
	Host Equipment Install	1	LS	\$ 4,816.43	\$ 4,816.43
	VSS Equipment Install	1	LS	\$ -	\$ -
	Comms Equipment Install	1	LS	\$ 8,030.77	\$ 8,030.77
	OTHER (List, quantify and price separately)				
	Other / TBD	1	LS	\$ -	\$ -
	Other / TBD	0			\$ -

System Software Sub Total	\$ 113,798.58
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APPENDIX D - Price List and Bill of Materials

D Professional Service/Software/Documentation					
Project Management	1	LS	\$ 119,358.12	\$ 119,358.12	
Design/Development	1	LS	\$ 82,227.61	\$ 82,227.61	
Communication Network Design	1	LS	\$ 13,960.97	\$ 13,960.97	
Integration and Testing	1	LS	\$ 32,351.85	\$ 32,351.85	
Host Software	1	LS	\$ 11,397.74	\$ 11,397.74	
Lane Controller Software	1	LS	\$ -	\$ -	
Plaza Software	1	LS	\$ -	\$ -	
LAN License	1	LS	\$ -	\$ -	
Video Surveillance Software License	1	LS	\$ -	\$ -	
System Reports	1	LS	\$ -	\$ -	
Third Party Software Licenses (List, quantify and price separately)					
Third Party Software Licenses	1	LS	\$ 50,560.03	\$ 50,560.03	
Third Party Software Licenses				\$ -	
OTHER (List, quantify and price separately)					
Other / TBD	1	LS	\$ 11,397.74	\$ 11,397.74	
Other / TBD	0			\$ -	

Professional Services Sub Total	\$ 321,254.07
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E Warranty and Maintenance					
Initial Warranty Period (Phases III and IV)	1	LS	\$ 178,706.70	\$ 178,706.70	
Two Year Extended Maintenance Support	1	LS	\$ 421,370.25	\$ 421,370.25	
OTHER (List, quantify and price separately)					
Other / TBD	0			\$ -	
Other / TBD	0			\$ -	

Warranty & Maintenance Sub Total	\$ 600,076.96
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TOTAL COST (Category A - E)	\$ 1,692,146.46
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F Two Year Optional Maintenance					
Maintenance Support	1	LS	\$ 459,293.58	\$ 459,293.58	
OTHER (List, quantify and price separately)					
Other / TBD	0			\$ -	
Other / TBD	0			\$ -	

Maintenance Option Sub Total	\$ 459,293.58
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RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-ZPASS TOLL SYSTEM IMPLEMENTATION

BIL OF MATERIALS

DATE:	May 30, 2008
REVISION:	M
REVISED BY:	A. Tate

MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	PER LANE	QUANTITIES			
							ALT	BASE	DEV	SPARE
1. LANE CONTROLLER										
	a	Blue Box Lane Controller	Winsystems	EBC-C3PLUS	ea	1	10	1		3
		733 MHz C3 SBC without fan								
		Dual 10/100 Mbps Intel PCI Ethernet controllers								
		4X AGP local bus for high speed operation with resolution up to 1920 x 1440								
		4 RS-232 serial ports with FIFO, COM1 & COM 2 with RS-422/485 support								
		48 bi-directional TTL digital I/O lines with 24 capable of event sense interrupt generation								
		Four USB ports onboard								
		Two, dual Ultra DMA 33/66/100 EIDE connectors								
		256MB PC 133 SDRAM DIMM	Winsystems	DIMM168-133-256M						
		1 GB SanDisk Compact Flash	Ingram Micro	CFLASH-G-1024-I						
		4 channel RS-232 Serial PC/104 module with 16-bit interface	Winsystems	PCM-COMA-16-2						
	b	Linux Operating System, SuSE 10.0			ea	1	10	1		
2. ENCLOSURE - POWER										
	a	12 V, 5 A Power Supply	MAP55-1012	Power One	ea	1	10	1		3
	b	24 V, 3.8 A Power Supply	MAP80-1024	Power One	ea	1	10	1		3
	c	Power Surge Protectors	DTK-120HW	Ditek	ea	1	10	1		3
3. ENCLOSURE - WIRING										
	a	Terminal Strip - AC / DC / Data Distribution	Entelec	tbd	Lot	1	10	1		3
	b	10 Amp Fuses, 5x20 - 5x25	Bush	tbd	Lot	1	10	1		3
	c	Fuse Indicators	Bush	tbd	Lot	1	10	1		3
	d	Back panel	Hoffman	A36P30	ea	1	10	1		3
	e	Back panel assembly			ea	1	10	1		3
4. DIGITAL I/O										
	a	24 Point Relay Board	Opto 22	G4PB24	ea	1	10	1		3
	b	50-pin Ribbon Cables 40"	Sealevel	CA135	ea	1	10	1		3
	c	Input relay - 0.025 ms, 2.5 - 16 V	Opto 22	G4IDC5	ea	9	90	9		9
	d	DC Output relay	Opto 22	G4ODC5	ea	4	40	4		5
	e	AC Output relay	Opto 22	G4DAC5	ea	5	50	5		6
5. SERIAL I/O										
	a	RS232 to RS422/485 Converter, Optically isolated	tbd		ea	6	60	6		7
	b	DB 9 Connectors			Lot	n/a	1	1		

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-ZPASS TOLL SYSTEM IMPLEMENTATION

BILL OF MATERIALS

MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	QUANTITIES			
						PER LANE	ALT BASE	ALT DEV	ALT SPARE
DATE: May 30, 2008 REVISION: M REVISED BY: A. Tate									
2 ETC Subsystem-a (Mark IV Equipment)									
	1	AVI In Lane Equipmnet	MARK IV	801692-TAB	ea	1	10		3
	a	IAG Overhead Lane Kit (per lane)							
	2	AVI Reader							
	a	BADGER Style Redundant Reader	MARK IV	800740-TAB	ea	n/a	2		
	b	IAG RF Module	MARK IV	801531-001	ea	1	10		2
	c	RF Rack	MARK IV	800120-001	ea	n/a	2		1
	d	IAG NEMA 4X Field Cabinet	MARK IV	800127-TAB	ea	n/a	2		
3 ETC Subsystem-b (Non-Mark IV Equipment)									
	1	RF CABLE AND CONNECTORS							
	a	RF Connectors (Male) for RF Cable	Times Microwave	EZ-600-NMC-2	ea	2.2	22		6
	b	Universal Weatherproofing Kit	Andrews	221213	ea	n/a	4		
4 MANUAL LANE TERMINAL									
	1	MANUAL LANE TERMINAL							
	a	Existing Touch Screen Display Terminal, 12" Color w/ IR Touchscreen	Neurologic	CF12-TB-A	ea	0	0	1	2
5 RECEIPT PRINTER									
	1	Receipt Printer							
	a	Thermal Receipt Printer, Ethernet Interface, Auto Cutter, Power Supply	Star micronics	TSP743III-24	ea	1	6	1	2
	b	Spash Proof Cover	Star micronics	none given	ea	1	6	1	2
6 AUTOMATIC VEHICLE CLASSIFICATION (AVC) SUBSYSTEM- LOW SPEED (OVERHEAD EQUIP)									
	1	Vehicle Separator							
	a	LMS 211-30206 Outdoor LMS, w/Heater	Sick	tbd	ea	1	10		2
	b	LMS211 Dust Shield	Sick	2025793	ea	1	10		2
	c	LMS211 Bracket, Mounting Set (2)	Sick	2018303	ea	1	10		2
	d	LMS211 Mast Bracket, Mounting	Sick	2018304	ea	1	10		2
	e	LMS211 Lock, Tightening Strap	Sick	5306221	ea	1	10		2
	f	LMS211 Tightening Strap	Sick	5306222	ea	1	10		2
7 AUTOMATIC VEHICLE CLASSIFICATION (AVC) SUBSYSTEM- LOW SPEED (IN-PAVEMENT EQUIP)									
	1	Loop Detectors							
	a	Loop Detector, 4-Channel	US Traffic	tbd	ea	0	0		2
	b	Harness	US Traffic	801A-8	ea	0	0		2

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-PASS TOLL SYSTEM IMPLEMENTATION

BILL OF MATERIALS

DATE: May 30, 2008															
REVISION: M															
REVISED BY: A. Tate															
MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	PER LANE	ALT BASE	ALT DEV	ALT SPARE	QUANTITIES	ALT	ALT	ALT	ALT	ALT
	b	Reptcle, 8 Pin Mod Flush	Stentofon	MOW-80	ea	n/a	1			1					1
	c	Pro 700 Power Supply 24V DC 4A	Stentofon	1116	ea	n/a	1			1					1
		2. Booth Device													
	a	Pro 700 Wall Substation	Stentofon	AB708	ea	n/a	6			1					1
		3. Garage and Admin Office Device													
	a	Pro 700 Wall Substation	Stentofon	AB708	ea	n/a	2								
		4. Front/Rear Door Device													
	a	Pro 700 Outdoor Substation	Stentofon	AB731A	ea	n/a	2								
12 TRAFFIC GATES															
		1. Barrier Gate													
	a	Automatic Barrier Gate w/ controller	Magnetic Automation	mib-z0	ea	1	12			1					1
	b	Gate arm	Magnetic Automation	MSB5N-025	ea	1	12			1					1
		2. Barrier Gate Network Control													
	a	Power Supply	Power-One	Map55-4000	ea	1	2			1					1
	b	Snap Brain	Opto22	SNAP-PAC-R2	ea	1	2			1					1
	c	SNAP Input Module	Opto22	SNAP-IDC5D	ea	1	2			1					1
	d	SNAP Output Module	Opto22	SNAP-ODC5	ea	1	2			1					1
	e	SNAP Mounting Rack	Opto22	SNAP-D64R5	ea	1	2			1					1
		3. Bar Code Reader													
	a	USB Bar Code Reader	Motorola	DS3400	ea	1	3			1					1
13 VIDEO SURVEILLANCE SYSTEM (VSS)															
		1. Camera Converter													
	a	19" Video Server Rack w/ Power Supply	Axis Communications	192004	ea	n/a	1			1					1
	b	24TQ Blade EN Fast EN Plug-in Module	Axis Communications	209011	ea	n/a	6			2					2
		2. Digital Video Recorder													
	a	H.264-MPEG, MJPEG, DVR, Network video with 1.5TB, DVD Burner	Caseta		ea	n/a	2								
14 PC WORKSTATIONS															
		1. Workstation													

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-ZPASS TOLL SYSTEM IMPLEMENTATION

BILL OF MATERIALS

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MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	QUANTITIES		
						PER LANE	ALT BASE	ALT SPARE
	a	OptiPlex 755 Ultra Small Form Factor, Core 2 Duo E6550/2.33GHz, 4M, V	Dell	223-0637	ea	n/a	18	
	b	NTFS File System, Factory Install	Dell	420-3699	incl	n/a	18	
	c	2GB, Non-ECC, 667MHz DDR2, 2X1GB OptiPlex 740	Dell	311-7440	incl	n/a	18	
	d	Dell USB Keyboard, No Hot Keys English, Black, OptiPlex	Dell	310-8010	incl	n/a	18	
	e	Dell UltraSharp 1908FP Flat Panel with Height Adjustable Stand, 19.0"	Dell	320-5292	incl	n/a	18	
	f	Integrated Video, GMA3100, Dell OptiPlex 755	Dell	320-5642	incl	n/a	18	
	g	80GB SATA 3.0Gbps and 8MB DataBurst Cache, Dell OptiPlex 755	Dell	341-5472	incl	n/a	18	
	h	No Floppy Drive, Dell OptiPlex 745 and 755 Ultra Small Form Factor	Dell	341-3912	incl	n/a	18	
	i	Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, Eng	Dell	420-6287	incl	n/a	18	
	j	Dell USB 2-Button Entry Mouse with Scroll, Black, OptiPlex	Dell	310-8008	incl	n/a	18	
	k	vPro Secure Advanced Hardware Enabled Systems Management Dell	Dell	310-9491	incl	n/a	18	
	l	8X DVD-ROM, OptiPlex 755, Ultra Small Form Factor	Dell	313-5405	incl	n/a	18	
	m	Cyberlink Power2Go, No Media Dell OptiPlex	Dell	420-7964	incl	n/a	18	
	n	Compact Diskette for Cyberlink Power2Go, Dell OptiPlex	Dell	420-7965	incl	n/a	18	
	o	Internal Chassis Speaker Option, Dell OptiPlex 745 and GX620 Ult	Dell	313-3353	incl	n/a	18	
	p	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	Dell	989-1568	incl	n/a	18	
	q	Basic Support: Next Business Day Parts and Labor Onsite Response Ini	Dell	985-5910	incl	n/a	18	
	r	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Y	Dell	985-0462	incl	n/a	18	
	s	Dell Hardware Limited Warranty Plus Onsite Service Initial Year	Dell	989-1567	incl	n/a	18	

15 PRINTERS

1 Black & White Laser Printers								
	a	HP LASERJET P4014N PRINTER U.S. - ENGLISH LOCALIZATION	hp	CB507A#ABA	ea	n/a	3	
	b	Extended warranty, 3 years, 9x5, NBD	hp		ea	n/a	3	
2 Color Laser Printer								
	a	HP Color LaserJet 5550n printer	hp	Q3714A#ABA	ea	n/a	1	
	b	Extended warranty, 3 years, 9x5, NBD	hp		ea	n/a	1	

16 TCS HOST HARDWARE (SERVER, RAID, RACK, TAPE LIBRARY, ETC)

1 Host / ROMS DB Server, Host Application Server								
	a	Dual Core Xeon Processor X5260 6MB Cache, 3.33GHz, 1333MHz FSB,	Dell	223-6100	ea	n/a	1	
	b	Dual Core Xeon 2nd Processor X5260, 6MB Cache, 3.33GHz, 1333MHz	Dell	311-8348	ea	n/a	1	
	c	16GB 667MHz (8x2GB), Dual Ranked DIMMs	Dell	311-6199	ea	n/a	1	
	d	LOM NICs are TOE Ready	Dell	430-2968	ea	n/a	1	
	e	Riser with 3 PCIe Slots for PowerEdge 2950	Dell	320-4607	ea	n/a	1	
	f	Four 146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Dr	Dell	341-3922	ea	n/a	1	
	g	PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe, 256MB cache	Dell	341-5734	ea	n/a	1	

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-ZPASS TOLL SYSTEM IMPLEMENTATION

BILL OF MATERIALS

DATE: May 30, 2008															
REVISION: M															
REVISED BY: A. Tate															
MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	UOM	PER LANE	ALT BASE	ALT DEV	ALT SPARE						
	t	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergenc	Dell	986-8232	ea	n/a	1								
	u	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Ce	Dell	986-8422	ea	n/a	1								
	v	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergenc	Dell	987-2830	ea	n/a	1								
	w	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year	Dell	989-9238	ea	n/a	1								
	x	Energy Smart Redundant Power Supply with Y-Cord	Dell	310-9908	ea	n/a	1								
3 CSC IAG FTP Server															
	a	PowerEdge R200: Dual Core Intel® Xeon® 3065, 2.33 GHz, 4MB Cach	Dell	223-4497	ea	n/a	1								
	b	Memory: 2GB DDR2, 667MHz, 4x512MB Single Ranked DIMMs 2G4d	Dell	311-5312	ea	n/a	1								
	c	Operating System: SUSE Linux Enterprise Server 10, 1 CPU, 1 YR Subs	Dell	420-6293	ea	n/a	1								
	d	Hard Drive Configuration: Add-in SAS6iR (SATA/SAS Controller) whic	Dell	310-9873	ea	n/a	1								
	e	Primary Hard Drive: 250GB 7.2K RPM SATA 3GBps 3.5-in Cabled Har	Dell	341-5432	ea	n/a	1								
	f	2nd Hard Drive: 250GB 7.2K RPM SATA 3GBps 3.5-in Cabled Hard Dr	Dell	341-5432	ea	n/a	1								
	g	Riser with 2 Slots: 1 x 64-bit/133MHz PCI-X slot and 1 PCI Express x8	Dell	320-4311	ea	n/a	1								
	h	Rack Rail Options: Rack Chassis w/Rapid Rails for DELL or other Squa	Dell	310-3955	ea	n/a	1								
	i	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 met	Dell	310-4450	ea	n/a	1								
	j	Network Adapter: On-Board Dual Gigabit Network Adapter OBNIC	Dell	430-2008	ea	n/a	1								
	k	Dell Remote Management: DRAC 4 Dell Remote Management PCI-X (Dell	313-4429	ea	n/a	1								
	l	8X Internal DVD ROM Drive	Dell	313-5842	ea	n/a	1								
	m	3Yr SILVER ENTERPRISE SUPPORT: 7x24 HW/SW, NBD Onsite	Dell		ea	n/a	1								
4 Shared Storage Array for Host/ROMS DB Server															
	a	Base S550 System	Storevault	S550-BASE	ea	n/a	1								
	b	1 RAID-DP Drive	Storevault	INT-HDD-750	ea	n/a	1								
	c	1 Global Hot Spare Drive	Storevault	INT-HDD-750	ea	n/a	1								
	d	750 GB Drive	Storevault	INT-HDD-750	ea	n/a	6								2
	e	FC target card 2G - CTO option	Storevault	INT-5500-FC-TAR2G-A	ea	n/a	1								
	f	Fibre Channel Switch	Storevault	XT-5500-FC-KIT-A	ea	n/a	1								
	g	Qlogic QLE220 PCIe 4Gb, single port	Storevault	XT-5500-FC-HOST-4G	ea	n/a	1								
	h	Universal Rack Mount Kit (for both 2 and 4 post racks)	Storevault	INT-5500-RAILKIT-A	ea	n/a	1								
	i	Power cords US, Brazil, Mexico CTO	Storevault	INT-PWRCORD-US	ea	n/a	2								
	j	CIFS (Microsoft Windows File Sharing)	Storevault	SW-5500-CIFS-A	ea	n/a	1								
	k	NFS (UNIX/Linux File Sharing)	Storevault	SW-5500-NFS-A	ea	n/a	1								
	l	Fibre Channel Protocol License	Storevault	SW-5500-FCP-A	ea	n/a	1								
	m	SnapRestore StoreVault Edition	Storevault	SW-5500-FCP-A	ea	n/a	1								
	n	Standard SW Support & Maintenance, 9x5, Years 1 & 2	Storevault	SW-5500-REST-A	ea	n/a	1								
			Storevault	SUP-5500-9X5-24-A	ea	n/a	1								
5 Tape Backup															
	a	PowerVault 124T, 2U AutoloaderLTO-3-060, 400/800GB, 16 Slot Dual I	Dell	223-5316	ea	n/a	1								

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
E-ZPASS TOLL SYSTEM IMPLEMENTATION

BILL OF MATERIALS

DATE: May 30, 2008															
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MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	PER LANE	ALT BASE	ALT DEV	ALT SPARE						
	b	Controller Card, 39160, SCSI Cable included	Dell	340-6288	incl	n/a	1								
	c	PowerVault 124T Rapid Rails for Dell Rack	Dell	310-6891	incl	n/a	1								
	d	Premier Enterprise SupportService Gold Welcome Letter	Dell	310-3785	incl	n/a	1								
	e	Dell Hardware Warranty Plus Onsite Service Initial Year	Dell	985-7799	incl	n/a	1								
	f	Type 2 Contract - Same Day 7x24 Parts and Labor Onsite Resp	Dell	981-7790	incl	n/a	1								
	g	Dell Hardware Warranty, Extended Year(s)	Dell	985-7818	incl	n/a	1								
	h	Type 2 Contract - Same Day 7x24 Parts and Labor Onsite Resp	Dell	981-2112	incl	n/a	1								
	i	Premier Enterprise Support-Gold-Premium Services, 3 YEAR	Dell	981-6762	incl	n/a	1								
	j	Premier Enterprise Gold Support-Corplex Resolutions w/Advanced SI	Dell	981-6732	incl	n/a	1								
	k	Premier Enterprise Gold On Demand Engineer Dispatch Severity 1 Th	Dell	981-6782	incl	n/a	1								
	l	Tape Media for LTO3, 400/800GB50 Pack	Dell	341-2632	incl	n/a	1								
6 Rack Enclosure and Accessories															
	a	Dell 4210 Rack, Includes Doorsand Side Panels, For Ground Shipment O	Dell	220-4494	ea	n/a	1								
	b	Type 6 Contract - Extended Business Day Parts Delivery Initial Year	Dell	981-6830	incl	n/a	1								
	c	Dell Hardware Warranty Plus Onsite Service Initial Year	Dell	985-7657	incl	n/a	1								
	d	On-Site Installation Declined	Dell	900-9997	Lot	n/a	1								
	e	Rack Multiselect Option	Dell	465-5796	incl	n/a	1								
	f	24Amp, 120 Volt, High-Density PDU Solution	Dell	310-1879	incl	n/a	2								
	g	Fixed Rack Equipment Shelf	Dell	310-0578	incl	n/a	1								
	h	42U Rack, Cost Red, Side Stabilizer	Dell	310-1791	incl	n/a	1								
	i	4U Closeout Filler Panel For Dell Racks	Dell	310-0241	incl	n/a	2								
	j	1U Closeout Filler Panel For Dell Racks	Dell	310-0238	incl	n/a	2								
	k	3U Closeout Filler Panel For Dell Racks	Dell	310-C240	incl	n/a	2								
	l	2U Closeout Filler Panel For Dell Racks	Dell	310-0239	incl	n/a	2								
7 Monitor, Keyboard and Peripherals															
	a	18 Port Keyboard/Mouse Analog Switch, 180AS	Dell	221-8096	ea	n/a	1								
	b	Controller Multiselect Option	Dell	465-5797	incl	n/a	1								
	c	Type 11 Contract - Extended Business Day, Parts, 2 Year Extended	Dell	981-0672	incl	n/a	1								
	d	Type 11 Contract - Extended Business Day, Initial Year	Dell	961-6200	Lot	n/a	1								
	e	Dell Hardware Warranty, Initial Year	Dell	985-7488	incl	n/a	1								
	f	Dell Hardware Warranty, Extended Year(s)	Dell	985-7498	incl	n/a	1								
	g	1 x USB Server Interface Pod includes CAT5 cable	Dell	310-5679	incl	n/a	1								
	b	1U KMM Console with Touchpad Keyboard and 17 LCD, Rapid Rails, C	Dell	310-9562	ea	n/a	1								
8 Spare HDD for Servers															
	g	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	Dell	341-3031	ea	n/a									4
	h	73GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	Dell	341-3031	ea	n/a									1

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MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	PER LANE			QUANTITIES			
						ALT	BASE	SPARE	ALT	DEV	SPARE	
9 Development Server												
a		Quad Core Xeon E5420 Processor 2x6MB Cache, 2.5GHz, 1333MHz FSB	Dell	223-4490	ea	n/a					1	
b		Quad Core Xeon E5420 Processor 2x6MB Cache, 2.5GHz, 1333MHz FSB	Dell	311-7929	ea	n/a					1	
c		32GB 667MHz (8x4GB) Dual Ranked DIMMs	Dell	311-6327	ea	n/a					1	
d		LOM NICs are TOE Ready	Dell	430-2968	ea	n/a					1	
e		Riser with 3 PCIe Slots for PowerEdge 2950	Dell	320-4607	ea	n/a					1	
f		300GB 10K RPM Serial-Attach SCSI 3Gb/s 3.5-in HotPlug Hard Drive	Dell	341-3032	ea	n/a					2	
g		400GB 10K RPM Serial-Attach SCSI 3Gb/s 3.5-in HotPlug Hard Drive	Dell	341-5443	ea	n/a					4	
h		PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe, 256MB cache	Dell	341-5734	ea	n/a					1	
i		No Floppy Drive for x6 Backplane	Dell	341-3685	ea	n/a					1	
j		Red Hat Enterprise Linux 4.5ES3 Year RH Network Subscription/Not For	Dell	420-7808	ea	n/a					1	
k		Two (2) Integrated Broadcom NetXtreme II 5708 Gigabit NICs/TOE Cap	Dell	430-1764	ea	n/a					1	
l		Dell Remote Access Card, 5th Generation for PowerEdge Remote Man	Dell	313-3923	ea	n/a					1	
m		24X IDE CD-RW/DVD ROM Drive for PowerEdge 2950	Dell	313-3934	ea	n/a					1	
n		Bezel for PE 2950	Dell	313-3920	ea	n/a					1	
o		1x6 Backplane for 3.5-inch Hard Drives	Dell	311-7936	ea	n/a					1	
p		Electronic Documentation and OpenManage CD Kit, PE2950	Dell	310-7415	ea	n/a					1	
q		Integrated SAS/SATA RAID 1/ RAID 5, PERC 6/i integrated	Dell	341-5727	ea	n/a					1	
r		Universal Sliding Rapid/Versa Rails, includes Cable Management Arm	Dell	310-7412	ea	n/a					1	
s		ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Ce	Dell	986-8392	ea	n/a					1	
t		Pro Support for IT: Next Business Day Onsite Service After Problem Di	Dell	986-8352	ea	n/a					1	
u		Pro Support for IT: Next Business Day Onsite Service After Problem Di	Dell	987-2950	ea	n/a					1	
v		Dell Hardware Warranty Plus Onsite Service Initial YR	Dell	984-1399	ea	n/a					1	
w		Dell Hardware Warranty, Extended Year(s)	Dell	984-1417	ea	n/a					1	
x		Energy Smart redundant Power Supply with Y-Cord	Dell	310-9908	ea	n/a					1	

17 MAINTENANCE/ONLINE MANAGEMENT SYSTEM (MOMS)												
1 Host / ROMS DB Server												
a		Dual Core Xeon Processor X5260/6MB Cache, 3.33GHz, 1333MHz FSB,	Dell	223-6100	ea	n/a					1	
b		Dual Core Xeon 2nd Processor X5260, 6MB Cache, 3.33GHz 1333MHz	Dell	311-8348	ea	n/a					1	
c		16GB 667MHz (8x2GB), Dual Ranked DIMMs	Dell	311-6199	ea	n/a					1	
d		LOM NICs are TOE Ready	Dell	430-2968	ea	n/a					1	
e		Riser with 3 PCIe Slots for PowerEdge 2950	Dell	320-4607	ea	n/a					1	
f		Four 146GB 15K RPM Serial-Attach SCSI 3Gb/s 3.5-in HotPlug Hard D	Dell	341-3922	ea	n/a					1	
g		PERC6i SAS RAID Controller, 2x4 Connectors, Int, PCIe, 256MB cache	Dell	341-5734	ea	n/a					1	
h		No Floppy Drive for x6 Backplane	Dell	341-3685	ea	n/a					1	
i		Red Hat Enterprise Linux 5 x32 and x64, 1-2 socket, 3yr Fl x64, auto-e	Dell	420-7441	ea	n/a					1	
j		Two (2) Integrated Broadcom NetXtreme II 5708 Gigabit NICs/TOE Cap	Dell	430-1764	ea	n/a					1	

RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY
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MAIN ITEM	SUB ITEM	DESCRIPTION	PRIMARY SOURCE MANUFACTURER	PART NUMBER	U/M	PER LANE	ALT BASE	ALT DEV	ALT SPARE	QUANTITIES	
	d	ORACLE Software Update License & Support	ORACLE	VARE UPDATE LICENSE & SUPPOR		n/a	0				
	e	Oracle Database Standard Edition - Named User Plus Perpetual	ORACLE	VARE UPDATE LICENSE & SUPPOR		n/a	50				
	f	Forms and Reports - Named User Plus Perpetual				n/a	50				
3 Anti Virus Software											
	a	EXPRESS ENDPOINT PROTECTION 11.0 BB BASIC 12MO	Symantec	A1298958		n/a	18				
	b	EXPRESS BASIC 12MO ENDPOINT PROTECTION 11.0 BB	Symantec	A1298920		n/a	18				
	c	EXPRESS BASIC 12MO ENDPOINT PROTECTION 11.0 BB	Symantec	A1298920		n/a	18				
4 Backup software											
	a	VRTS NETBACKUP SERVER 6.5 LNX TIER 2 STD LIC	Symantec	12529995		n/a	1				
	b	VRTS NETBACKUP SERVER 6.5 LNX TIER 2 TIER 2 ESSENTIAL 12 MONTH	Symantec	12529913		n/a	1				
	c	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 LNX	Symantec	12528551		n/a	1				
	d	VRTS NETBACKUP CLIENT APPLICATION AND DATABASE PACK 6.5 LNX	Symantec	12528483		n/a	1				
	e	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT STD	Symantec	12531291		n/a	1				
	f	VRTS NETBACKUP OPTION LIBRARY BASED TAPE DRIVE 6.5 XPLAT ESSE	Symantec	12531274		n/a	1				
	g	VRTS NETBACKUP OPTION NDMP OPTION 6.5 XPLAT TIER 1 STD LIC	Symantec	12531485		n/a	1				
	h	VRTS NETBACKUP OPTION NDMP OPTION 6.5 XPLAT TIER 1 ESSENTIAL	Symantec	12531421		n/a	1				
	i	VRTS NETBACKUP 6.5 XPLAT DVD MEDIA KIT	Symantec	12417624		n/a	1				
5 Workstation Software											
	a	Microsoft Office 2007 Std Ed	Microsoft	tbtd		n/a	10				

APPENDIX E – Time and Materials Rates

**CASETA - Labor Rates
(5/2/2008)**

<u>Job Category</u>	<u>Fully Loaded Hourly Labor Rate</u>
Project Manager / Technical Project Manager	\$167.55
Database Administrator	\$162.39
System / Network Engineer	\$141.77
Sr. SW-HW Engineer	\$162.39
Jr. SW-HW Engineer	\$120.83
Testing Support (code & field)	\$99.14
Tech Writer / Drafter / Doc's	\$80.55
Install/Warranty/Maint/Service Manager/Supervisor	\$108.44
Install/Warranty/Maint Lead Tech	\$77.33
Install/Warranty/Maint Field Tech	\$64.44

Amendment #1

This Amendment is effective as of May 1, 2012, by and between Telvent USA, LLC (as the successor in interest to Caseta Technologies, Inc. and hereinafter referred to herein as "Telvent") and Rhode Island Turnpike and Bridge Authority ("RITBA").

WHEREAS, Telvent and RITBA entered into the E-ZPASS TOLL SYSTEM IMPLEMENTATION AGREEMENT, CONTRACT #08-2, dated June 17, 2008 (hereinafter "Agreement") to provide services related to implementation and maintenance of the E-ZPass system project (hereinafter the "Project"), as amended from time to time, and

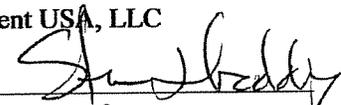
WHEREAS, Telvent and RITBA extended the Agreement for two years previously, and

WHEREAS, Telvent and Subcontractor have determined the need for an amendment to the Agreement to extend the term for another two years and provide for the fees payable to Telvent.

1. The Agreement is hereby extended from May 1, 2012 to April 30, 2014.
2. During the extended term, Telvent shall be paid \$17,557.08 per month to perform the maintenance services set forth in the Agreement.
3. All other terms and conditions of the Agreement as amended by this Amendment shall remain in full force and effect.

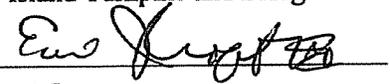
IN WITNESS WHEREOF, this Amendment has been duly executed by Telvent and RITBA and is effective from the date first written above.

Telvent USA, LLC

By: 

Its: Vice President, Tolling

Rhode Island Turnpike and Bridge Authority

By: 

Its: Exec Director

Amendment #2

This Amendment #2 is effective as of March 11, 2013, by and between Telvent USA, LLC (as the successor in interest to Caseta Technologies, Inc. and hereinafter referred to herein as "Telvent") and Rhode Island Turnpike and Bridge Authority ("RITBA").

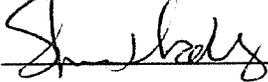
WHEREAS, Telvent and RITBA entered into the E-ZPASS TOLL SYSTEM IMPLEMENTATION AGREEMENT, CONTRACT #08-2, dated June 17, 2008, as amended by an Amendment #1 dated May 1, 2012 (hereinafter "Agreement") to provide services related to implementation and maintenance of the E-ZPass system project (hereinafter the "Project"), as amended from time to time, and

WHEREAS, Telvent and Subcontractor have determined that there is a need for an amendment to the Agreement to revise the maintenance provisions in the Agreement.

1. Section 8 - Maintenance Provisions of the RFP attached as Appendix G to the Agreement is deleted in its entirety and replaced with the attached Exhibit A.
2. This Amendment #2 shall be effective as a Change Order as described in the RFP attached to the Agreement as Appendix G.
3. This Amendment #2 defines the term for provision of maintenance services as the period from March 11, 2013 to April 30, 2016.
4. All other terms and conditions of the Agreement as amended by this Amendment #2 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment #2 has been duly executed by Telvent and RITBA and is effective from the date first written above.

Telvent USA, LLC

By: 

Its: Vice President, Tolly

Rhode Island Turnpike and Bridge Authority

By: 

Its: Executive Director

EXHIBIT A
REVISED MAINTENANCE PROVISIONS

1. MAINTENANCE PROVISIONS

The CONTRACTOR will provide remote software and remote system maintenance support, as described in Sections 1.3 to 1.4, relating to routine or preventative maintenance tasks to be completed on the tolling system. On a monthly basis, CONTRACTOR support is limited to 20 hours of software support and 10 hours of management/administration/purchasing support. If in any given one month period the actual hours required to provide remote software and system support exceeds the hour limits above (or if the AUTHORITY authorizes the CONTRACTOR to make any system modifications and/or enhancements), the CONTRACTOR will invoice the AUTHORITY on a time and materials basis, in accordance with the rate and fee schedule contained herein, for the time and materials in excess of the amounts stated above.

1.1 EXCLUSIONS

The cost for providing the services hereunder do not include provisions:

- A. For any taxes of any kind (including local, State and Federal taxes);
- B. For any bonding; or
- C. For the imposition of any performance standards, penalties, liquidated damages or other deductions from monthly payments.

In the event the AUTHORITY desires the inclusion of any of the excluded items set forth above, the prices set forth herein shall be increased to account for the expenses related thereto.

1.2 SCHEDULE OF SUPPORT HOURS AND MONTHLY FEE

Table 1.1-1 – Rate Schedule and Monthly Fee below illustrates the schedule of support hours on a monthly basis, and identifies the initial term labor rate schedule for staff resources:

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Rhode Island Remote SW Maintenance Support - Rate Schedule and Monthly Fee					
Item Description/ Position Title	Monthly Hours	Regular Rate	Monthly Price	Term (Months)	Ext Price
PM / Asst PM	4	\$228.13	\$912.52	12	\$10,950.24
Sys/ Network-Engineer /-Sys Admin		\$190.52	\$0	12	\$0
Lane SW/HW Engineer		\$155.54	\$0	12	\$0
Host/DB SW/HW Engineer		\$155.54	\$0	12	\$0
CSC SW/HW Engineer		\$190.11	\$0	12	\$0
ROMS SW/HW Engineer		\$155.54	\$0	12	\$0
VPS/VES SW Engineer		\$155.54	\$0	12	\$0
DVR SW/HW Engineer		\$155.54	\$0	12	\$0
ICS SW/HW		\$155.54	\$0	12	\$0
Testing Support		\$155.54	\$0	12	\$0
Gen Support (Admin, Purchasing)	6	\$112.34	\$674.04	12	\$8,088.48
Training		\$112.34	\$0	12	\$0
Drafter/CAD-Operator/Tech Writer		\$112.34	\$0	12	\$0
Install/Maint - Manager		\$181.47	\$0	12	\$0
Install/Maint - Supv		\$125.82	\$0	12	\$0
Install/Maint - Lead Tech		\$100.65	\$0	12	\$0
Install/Maint - Field Tech		\$80.88	\$0	12	\$0
Maint SW/DB/Admin Support	20	\$168.51	\$3,370.20	12	\$40,442.40
SUB-TOTAL LABOR	30		\$4,956.76		\$59,481.12
Other Costs			Equipment/Materials		\$0
			Subcontractors		\$0
			Travel Expenses		\$0
			ODC's		\$0
SUB-TOTAL OTHER COSTS					\$0
			G&A / Fee on Other Costs	15%	\$0
TOTAL COST (12 months)					\$59,481.12
MONTHLY FEE					\$4,956.76

Table 1.1-1 – Rate Schedule and Monthly Fee

The CONTRACTOR will invoice the AUTHORITY monthly at a rate of \$4,956.76 for the initial one-year term, commencing March 11, 2013 and ending April 30, 2014. For each subsequent one-year term, the rates above will be escalated 3.5% per year.

As shown in Table 1.1-1 – Rate Schedule and Monthly Fee, the monthly fee excludes cost for travel expenses, subcontracted services, spare parts and materials (including third party software licenses and hardware support contracts) and other direct costs. If required, the CONTRACTOR will invoice these costs, expenses, and/or services to the AUTHORITY at cost plus a 15% of cost fee.

1.3 SYSTEM SUPPORT AND SPARE PARTS

The design life of the system is defined as ten (10) years (from the end of the Warranty Period, ending April 30, 2020). The CONTRACTOR shall support the AUTHORITY in efforts to source and obtain replacement and/or spare parts as required, for a minimum of ten (10) years, by providing technical specifications and/or advising of part compatibility. The purchase of parts of parts will be completed by the AUTHORITY, unless the AUTHORITY directs the CONTRACTOR to purchase. The AUTHORITY shall reimburse the CONTRACTOR the invoiced cost, plus a 15% of cost fee, for all spare parts and equipment furnished directly by the CONTRACTOR. Once the CONTRACTOR has been reimbursed, the AUTHORITY will own all purchased parts.

The CONTRACTOR also agrees to make available all spare parts maintained in inventory as of March 11, 2013.

1.4 PREVENTIVE MAINTENANCE

The following routine and preventative maintenance task activities will be completed by the CONTRACTOR:

- A. Project Management will insure that resources are assigned and manage all communication and coordination between the AUTHORITY and the CONTRACTOR.
- B. General Support will setup and administer the project for staff resources assigned to complete the services:
 - 1. Project tracking and invoicing;
 - 2. Change order support;
 - 3. Coordinating spare part requests, specification, purchasing;
 - 4. Backup front line support.
- C. Help Desk Support (Maintenance Admin) will serve as the front line support contact for AUTHORITY staff resources:
 - 1. Handle help requests from local AUTHORITY field technician;
 - 2. Investigate and resolve file processing issues;
 - 3. Assist data management/recovery tasks;
 - 4. Configuration control, manage build versions and production environment.
- D. System Administration (Maintenance SW) will perform scheduled maintenance on the system, without adversely affecting system operation:
 - 1. Completion of disk maintenance and a disk health analysis;
 - 2. System and data disk monitoring;
 - 3. System resource monitoring;

4. APEX task monitoring;
5. Confirm database availability;
6. Time synchronization check;
7. Network monitoring.

E. Database Administration (Maintenance DB) will maintain all production databases:

1. Analyze database growth rate;
2. Review and administer all table and index spaces;
3. Administer global data changes;
4. Review database file activity;
5. Perform tuning and maintenance;
6. Check data table fragmentation;
7. Defragmentation of data tables;
8. Perform system resource contention adjustments;

All work is to be performed during normal weekday business hours (8AM-5PM CT). Preventive maintenance requiring toll lane closure shall be scheduled during off-peak travel periods, such that the work will not interfere with normal traffic flow.

1.5 CORRECTIVE MAINTENANCE

All corrective maintenance required by the toll system, and for which the CONTRACTOR will be responsible, will be defined in change order to be approved by the AUTHORITY prior to work execution.

1.6 WORK EXCLUSIONS

The scope of remote software and remote system support excludes the following work activities:

- A. On site testing;
- B. Conduct of performance audits on the system;
- C. Revisions, modifications, enhancements to the existing system;
- D. Daily system checks as completed by the on-site AUTHORITY field technician;
- E. Revisions or updates to documentation related to the system.

1.7 MAINTENANCE PERSONNEL

The CONTRACTOR will be required to coordinate with the local on-site field technician employed by the AUTHORITY.

1.8 EXTENSION OF SERVICES

Ninety (90) days prior to the term expiration of this Amendment, the CONTRACTOR will submit to the AUTHORITY a Proposal for the extension of services. If the AUTHORITY elects to accept the Proposal, remote software and remote system support maintenance services will continue to be provided by the CONTRACTOR in accordance with the Terms and Conditions outlined in the Proposal. If the AUTHORITY elects to reject the Proposal, the CONTRACTOR will complete providing the maintenance provisions described herein to term. All CONTRACTOR costs associated with transitioning services at the end of the term will be submitted as a change order.