

**REQUEST FOR PROPOSALS**

**A PROJECT TO PROVIDE A CUSTOMER SERVICE CENTER AND BACK OFFICE SYSTEM  
FOR RIVERLINK'S OHIO RIVER BRIDGES**

**ISSUED September 30, 2020**

**A Project of**

**Indiana Finance Authority  
One North Capitol Avenue, Suite 900  
Indianapolis, Indiana 46204**

**Form M Submitted Questions and Responses**

**October 20, 2020**

The Joint Board anticipates publishing an Addenda incorporating the answers provided to the questions at the end of the question and answer period.

The responses herein provided by the Joint Board Authorized Representatives are intended to provide more clarity to the RFP's requirements in response to the submitted questions. As noted in Section 5.1.4.1 of the RFP, such responses are not considered part of the Contract Documents, nor are such responses relevant in interpreting the Contract Documents, except as expressly set forth in the Contract Documents. Any official changes to any RFP requirement or provision to the Contract will only be made through an Addenda issued by the Joint Board.

Capitalized Terms not otherwise defined in the responses provided by the Joint Board Authorized Representatives shall have the meanings set forth in the RFP and RFP Documents.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
1	10/13/2020	10/20/2020	RFP Exhibit B and E; B. Form A		Please clarify if the Evidence of Authorization are the Forms outlined in Exhibit E or if there are other documents that should be included in vendors proposals.	The Evidence of Authorization are copies of the executed organizational documents for the Proposer and, if Proposer is a limited liability company, partnership or joint venture, the articles of incorporation/certificate of formation/charter/partnership agreement or registration for each member or partner of the Proposer are required with Form A.
2	10/13/2020	10/20/2020	RFP Exhibit B; B. Form A		Is there not a Form B?	There is no Exhibit B, Form B in Volume I, ITP.
3	10/13/2020	10/20/2020	RFP Exhibit E; Proposal Checklist Table		Please advise if the section labeled, "Part 1 – Appendices" is mislabeled. Should vendors update their proposal sections to read, "Part 2 – Appendices, Part 3 – Technical Proposal, and Part 4- Price Proposal?"	The referenced Appendices section should be included as part of Part 1 – General. The section label will be updated to be "Appendices" in an upcoming Addendum.

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4	10/13/2020	10/20/2020	Part 2 – Technical Proposal K-4: Approach to Operations and Maintenance		The requirements listed in the Conformance Matrix include call center quality assurance, training, and other components of call center operations. Should vendors also include a written approach to each component in the O & M section, or just focus on the systems approach?	The Approach to Operations and Maintenance should include details of ongoing call center training, quality assurance and ongoing operations.
5	10/13/2020	10/20/2020	RFP Volume II, Exhibit 2 – Back Office Systems KPI items 9, 10 and 11: Cases		Please define what is a high, medium and low priority case and also clarify whether the timeframes listed should indicate 'business hours' and 'business days' for the respective thresholds.	KPI priorities will be defined in Proposer workshops with the selected vendor.  If not explicitly stated, KPI Hourly thresholds include non-business hours and calendar days includes non-business days.
6	10/13/2020	10/20/2020	RFP Volume II, Exhibit 2 – Back Office Systems KPI items 9, 10 and 11: Cases		Cases may involve waiting for customer or third-party responses, or escalation of the case to the state. How are delays in case resolution for these examples be accounted for when calculating event compliance?	The Joint Board will take into consideration if delays are beyond the selected vendor's control.
7	10/13/2020	10/20/2020	RFP Volume II, Exhibit 2 – Customer Service Center KPI item 10: Requests		Cases escalated to the state appear to be excluded from the calculation of minimum performance. Please confirm whether exclusions should apply to cases with resolution delays rising from to lack of information or response from customers and third parties.	The Joint Board will take into consideration if delays are beyond the selected vendor's control.
8	10/13/2020	10/20/2020	Form K, CSC-087		Please confirm if the TSP2 vendor is expected to provide the CSAT tool? If so, should the proposed tool deliver surveys via all contact channels (i.e. phone, email, chat, sms messaging, etc)?	A CSAT tool is not required; however, the selected vendor is required to deliver survey responses.

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9	10/13/2020		RFP Vol. I, 5.1.4.5 One-on-One Meetings		<p>If a proposer attended the Industry Day Forum and not a one-on-one meeting are, they ineligible to submit a proposal?</p> <p>Would the JB consider revising the prerequisite to require that at least one of the equity members must have attended a one-on-one meeting?</p>	While the one-on-one meetings were limited to potential Primes and Major subs, only the Prime going forward was required to attend a one-on-one meeting.
10	10/13/2020	10/20/2020	RFP Volume I, section 5.1.12, Requirement to submit responsive, compliant proposal		Form K, Requirements spreadsheet, contains numerous instances of "Including but not limited to" language. To enable a responsive, compliant proposal that addresses desired scope, please confirm such requirements will be reduced to an agreed, finite list by the time Future Business Rules are updated for the project.	Future updated business rules will be developed in conjunction with the selected vendor and completed early in the development process through workshops.
11	10/13/2020	10/20/2020	Form K, Requirements spreadsheet		<p>There are numerous references to</p> <ul style="list-style-type: none"> <li>• "creating user-defined fields"</li> <li>• "creation, maintenance and use of configurable values"</li> <li>• "define and edit field values"</li> </ul> <p>Please confirm your understanding that field creation or editing of a field value alone may not always revise system processing. Software development may also be needed.</p>	Yes, we understand that development may be required in select instances.
12	10/13/2020	10/20/2020	Form K, Requirements spreadsheet		<p>There are numerous references to "updating" or "entering" attributes, configurable parameters or field values.</p> <p>Please confirm your understanding that such changes are intended to impact the account on a go-forward basis unless there is another stated</p>	Yes, updated parameters, attributes or field values will apply going forward only unless otherwise requested by the Joint Board.

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					requirement that such changes are retroactive and which system actions are to be triggered by the value change.	
13	10/13/2020	10/20/2020	ORB Form G Price		Form G states to provide volumes for level and year of operations. Will volumes max and min be provided or required to be determined by proposer?	Form G's volumes' minimum and maximum levels should be determined by the Proposer.
14	10/13/2020	10/20/2020	Performance Bond		Please confirm if calculated contract value for the Bond includes pass-through costs.	Per Section 8.1.1, the Performance Bond shall be in the amount of the Initial Costs specified in the Price Proposal, Pass-through costs are not to be included in the Initial Costs in the Price Proposal, thus the calculated contract value for the performance bond does not include pass-through costs.
15	10/13/2020	10/20/2020	Training		Please confirm current average training timelines.	Proposers should propose their implementation of training including recommended timelines.
16	10/13/2020	10/20/2020	Form A – Proposal Letter, Pages 49 & 72/117	Admin	Form A - Proposal Letter has a watermark with "DRAFT" imprinted on it. Please advise if a final version of Form A is available and also please provide.	An updated Form A without the watermark provided in an upcoming Addendum.
17	10/13/2020	10/20/2020	K-8 Approach to Technology and Telephony, Page 70/117	Admin	K-8 "Approach to Technology and Telephony" was excluded from Exhibit E - Proposal Checklist. Was this an oversight or is it not required?	An updated Exhibit E – Proposal Checklist will be provided in an upcoming Addendum.

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18	10/13/2020	10/20/2020	Exhibit B, Part 3, Form G, Price Tables, Tab 3 Variable Operations, Page 67/117	Price	Can you please clarify how the Variable Operations Pricing is to be calculated by way of example? Is the price per month based on the total volume of that month, then multiplied by the annual unit price for that year? Are the tiers cumulative? i.e. the first volume for the month at the first tier, the second volume at the 2nd tier, and so on. Or, is the price determined by the final volume for the month multiplied by the corresponding unit price? The unit price is annual, is the monthly volume independent for each month or is there some kind of annual true-up of average monthly volume?	The Variable Operations price per month is based upon the total volume each month and will drive the tier level at which to invoice for that particular month.  The tiers are not cumulative. Invoicing for the particular month and item will only be at the level at which the volume dictates.  The date for year of operation is based upon actual go-live date.
19	10/13/2020	10/20/2020	2.2 Proposal Format, Page 12/117	Admin	Will a cover graphic be permitted for each of the binders and electronic submittals?	Cover graphics are not a requirement but are permitted.
20	10/13/2020	10/20/2020	RTM / Numerous pages	Technical	Can you please explain how fixed vendor pricing should be calculated for design and development when many of the requirements are labeled "based upon future business rules" or "including but not limited to"?	Future updated business rules will be developed in conjunction with the selected vendor and completed early in the development process through workshops.
21	10/13/2020	10/20/2020	WEB-004, RTM	Technical	Would the states consider modifying the number of browsers to be supported, as some of the browsers listed are end of life?	The number of supported web browsers will not be modified. The most current versions of browsers identified in Form K Section 13 should be supported.
22	10/13/2020	10/20/2020	WEB-005, RTM	Technical	Would the states consider modifying the number of mobile operating systems, as some of these systems are end of life?	The number of mobile operating systems will not be modified. The most current mobile operating systems should be supported as referenced in Form K Section 13.

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23	10/13/2020	10/20/2020	WEB006, RTM	Technical	Would the states consider modifying the number of mobile browsers, as some of these systems are end of life?	The number of supported mobile browsers will not be modified. The most current versions of browsers identified in Form K Section 13 should be supported.
24	10/13/2020	10/20/2020	Contract 3.1.1, Vol. 2, Page 27	Review Process	Would the states consider a shorter time-period for approval of the table of contents as the first submittal for each document?	No.
25	10/13/2020	10/20/2020	2.2 Proposal Format, Page 12/117	Admin	Will the states require a Bill of Material (BOM) to be included with the proposal? If so, where should it be positioned within the proposal sections?	A Bill of Material (BOM) is not required.
26	10/14/2020	10/20/2020	Section 1.3.2  Page 5		Section 1.3.2 describes functions for the back office system and customer service center. Can clarity please be provided on which services are required to be provided at the local CSC office (within the 15-mile radius)? For example does this include call center agents, correspondence processing & bill payment processing (i.e. lockbox processing), manual image review, transponder inventory management & fulfillment services, etc. or can some services be performed outside of the local CSC office?	All customer facing services including call center agents, lockbox, and mailed correspondence need to be local.
27	10/14/2020	10/20/2020	5.1.12	Requirement to Submit Responsive, Compliant Proposal	RFP states A proposal may not include any assumptions, qualifications, conditions, exceptions, to or deviations from the requirement of the RFP. Please confirm that all exceptions are to be placed in Form P.	Yes, all proposed exceptions should be documented in Form P. Proposals should not be created around exceptions.

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28	10/14/2020	10/20/2020	2.1.3	Proposal Submittal	Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words "Certified True Copy" and have the mark over-signed by the Proposer Authorized Representative. Please clarify this request.	Certified copies of Proposals should have a signature of the Proposer's Authorized Representative below or on the "Certified True Copy" mark. The over-signature can be electronic via Section 2.1.4 or the RFP.
29	10/14/2020	10/20/2020	Exhibit E	Proposal Checklist	Please clarify the submission list: the first paragraph requires a referenced copy of this document with the submission. Where should Exhibit E be included in the Proposal?	Exhibit E should serve as Proposal Table of Content.
30	10/14/2020	10/20/2020	2.1.1	Proposal Submittal	Each Proposal submission shall be organized in the order listed in Exhibit E – "Proposal Checklist" and shall be clearly indexed. Should this Checklist serve as a Table of Content?	Exhibit E should serve as Proposal Table of Content.
31	10/14/2020	10/20/2020	Exhibit F	Required Forms	Will The IFA issue Form A Proposal Letter without the DRAFT watermark?	And updated Form A will be provided in an upcoming Addendum.
32	10/14/2020	10/20/2020	Exhibit F	Required Forms	Where should Exhibit F be included in the Proposal?	Exhibit F along with Exhibit E will serve as the Table of Content.
33	10/14/2020	10/20/2020	2.2.2.b	Form K	Can Form K's Page Setup and Print Titles format be adjusted to accommodate a PDF print?	Yes, Form K adjustments can be made for hard copy printing only.



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34	10/14/2020	10/20/2020	2.2.3 and 3.7.2	Proposal Revisions and Requests for Proposal Revision	Please clarify Sections 2.2.3 Do these refer to any RFP changes via Addenda and should these be documented in Exhibit E?	If Addenda is issued after Proposals are submitted, directions will be provided.
35	10/14/2020	10/20/2020	Form G	Tab 5A End Transition Detail	Are Columns B and C monthly figures? If not, what is the estimated time for the transition?	Form G, Tab 5A End Transition Detail Columns B and C are total estimates.
36	10/14/2020	10/20/2020	Form G	Pricing	Will you provide a tab that summarize the total pricing?	No total pricing summary tab will be provided.
37	10/14/2020	10/20/2020	Form G	Tab 7 Labor Rates	To ensure competitive pricing, would you consider adding the following positions so all Proposers will have similar pricing: HR Manager, Business Analyst, and Quality Specialist?	Form G Tab 7, Labor Rates allows for additional Labor rows to be inserted above Row 40.
38	10/14/2020	10/20/2020	Exhibit 6-B Volume II	Pass-Through Cost Items	TSP2 shall locate, lease, retrofit, and staff a new CSC ... Should this lease be listed in Exhibit 6-B Pass-Through Items?	The CSC Lease is not a Pass-Through Cost.
39	10/14/2020	10/20/2020	Form G	Exhibit D Part 3:Pricing	Form G: Price Tables, Tab 5A. End Transition Detail. States the following Assume that the transition will occur after year 10 of operations. Worksheet 5A states "after 7 years of operation. Please confirm the transition period.	Volume 1, Form G instructions will be corrected to 7 years and will be provided in an upcoming Addendum.

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40	10/14/2020	10/20/2020	Exhibit 6-B	Pass-through Cost Items	Exhibit 6-B list additional Pass-through Cost Items that were not listed in the Price Proposal Instructions on tab 3. Variable Operations notes and instructions. Should Exhibit 6-B be utilized as the list of Pass-Through Costs?	Yes, Exhibit 6-B should be considered the list of Pass-Through Costs.
41	10/14/2020	10/20/2020	4.3.1 Contract	Legal	Can the states please specify the delay damage amounts and dates they take affect?	Delay damage amounts and dates they take effect will be determined by the approved Project Schedule.
42	10/14/2020	10/20/2020	Volume II, Contract, Exhibit 2, Section III, Customer Service Center Key Performance Indicators and Liquidated Damages, pg. 165, 166	KPI #12	<p>There is a KPI for respond to requests for data in support of Subpoenas. Minimum performance is listed as meet subpoena requests. Subpoena requests are not uniform and can range both in complexity and level of effort.</p> <p><b>Question:</b> Can you elaborate on the requirement, level of effort, work required to support, and the number of requests monthly/annually?</p> <p><b>Question:</b> Please confirm that the '\$1,000 per request ...' is meant for the initial due date being missed and clarify how the due date for the requested information is determined?</p>	<p>The level of effort and work required to support Subpoena requests varies.</p> <p>The due date for requested information is based upon the Subpoena's printed due date.</p>

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43	10/14/2020	10/20/2020	Volume II, Contract Exhibit 2, Section III, Customer Service Center Key Performance Indicators and Liquidated Damages, pg. 169	KPI #4, #5	<p>Maximum hold time after electing to speak to a CSR and Abandoned calls are typically tied closely together and can have a multiplying effect for each call that might result in an approach to overstaffing to address all calls.</p> <p><b>Question:</b> Would the Authority consider making these a weekly or monthly average?</p>	There will be no change to these KPIs.
44	10/14/2020	10/20/2020	Volume II, Contract Exhibit 2, Section III, Customer Service Center Key Performance Indicators and Liquidated Damages, pg. 164	KPI #2, #4, #5	<p>Telephone wait times [% and minutes per call] and abandoned call percentages are tied closely together. A system issue with either the phone system, telephone lines, service provider, etc. would impact all three KPI's with a cascading effect.</p> <p><b>Question:</b> Would the Authority consider placing a 'not to exceed' cap on the liquidated damages for these KPI's? For example, \$500 for every percent or portion thereof below 80%, not to exceed \$X,000.</p>	<p>There is no KPI cascading effect, the most penal KPI will be applied.</p> <p>No cap will be placed on KPIs.</p>
45	10/14/2020	10/20/2020	Volume II, Contract Exhibit 2, Section III, Customer Service Center Key Performance Indicators and Liquidated Damages, pg. 164	KPI #3	<p>Increase transponder penetration on the road (through new accounts and new transponders)</p> <p><b>Question:</b> What type of activities is the Authority envisioning that the TSP2 controls which would impact or increase transponder penetration and how does the Authority envision compensating this item?</p>	The Joint Board is seeking Proposer's innovations to increasing transponder penetration. Compensation will be discussed at a later date.

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46	10/14/2020	10/20/2020	Volume I, Instructions to Proposers, Section F, pg. 62		<p>Refer to of the Technical Provisions for information regarding time commitment requirements and limitations for Key Personnel.</p> <p><b>Question:</b> Can the Authority confirm where this information is located as we are unable to locate which volume holds the time commitment detail?</p>	Please reference Form K Requirements IMI.037
48	10/14/2020	10/20/2020	Volume II, Contract, O&M Bonds, Volume II, Section 8.1.4, pg. 45		<p><b>O&amp;M Bonds, Volume II, Section 8.1.4, p. 45</b> - The maintenance performance and payment bonds will be put in place at system acceptance and will be for annual terms in the value of 100% of the costs for the current year.</p> <p><b>Question:</b> While the contract language states the bonds are for annual terms, the bond form does not reflect this. Would the Authority be willing to add the following language: "Notwithstanding any provision in this Bond to the contrary, the term of this bond is for the period commencing _____ and expiring on _____, unless released by the Owner prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or</p>	The Joint Board is open to the proposed language if required by TSP2's surety provider; however, proposers should note language in Section 8.1.1 and 8.1.2 regarding Payment and Performance Bonds, respectively, that shall require TSP2 to " .... provide, and continuously maintain in place for the benefit of the Joint Board.

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					endorsements properly issued by the Surety. Non-renewal by the Surety nor failure of the Principal to provide the Owner with a replacement bond shall not constitute default under this bond."	
49	10/14/2020	10/20/2020	Volume I, Surety/Financial Information, pg. 50		<p>A surety letter is required to be submitted with the RFP. The RFP states no conditions, qualification, or reservations for underwriting can be included in the letter. This will be interpreted by the surety as a committal letter which sureties do not typically like to issue.</p> <p><b>Question:</b> Would the Authority be willing to provide any flexibility around accepting a standard surety letter?</p>	There will be no change to the Surety Letter requirements.
50	10/14/2020	10/20/2020	Volume II, Section 5.1.3 ("Performance Liquidated Damages")		<p>With respect to Performance Liquidated Damages: Exhibit 2 ("Back Office System Key Performance Indicators") states that, for liquidated damages for "singular events that cause multiple failures", the "most penal damage will be used in these cases."</p> <p><b>Question:</b> How is the "most penal damage" to be determined?</p>	The most penal damage is determined by the KPI with the most severe points or dollar value.

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51	10/14/2020	10/20/2020	Volume II, Section 5.1.6 ("Cap on Total Performance Liquidated Damages and Performance Stipulated Damages")		<p>Section 5.1.6 sets forth, in relevant part, that the TSP2 shall have no monetary liability under the contract for damages arising out of "an individual failure" to meet the Guaranteed Key Performance Indicators.</p> <p><b>Question:</b> How is an "individual failure" determined?</p>	An individual failure is something that doesn't lead to (i) triggering default or breach of contract, (ii) Performance LDs and Performance Stipulated Damages and (iii) reasonable sums the Joint Board incurs to enforce its rights
52	10/14/2020	10/20/2020	Volume II, Section 13.4.2 ("TSP2 Evaluation of Joint Board Proposed Change Order")		<p>Per Section 13.4.2, if a requested change involves a change to the Initial Work, the TSP2 is to prepare a written evaluation including a statement of required Deliverables for the requested change, a schedule for completing such change, and a statement and breakdown of the estimated adjustment, including the Cost of preparing such information. The TSP2 is entitled to reimbursement "for such Costs outside the Contract Price" if the change is not implemented.</p> <p><b>Question:</b> Is the reimbursement of the TSP2's "Costs" solely for the TSP2's preparation of such information (i.e., the written evaluation of the requested Change Order)?</p>	The Joint Board will not pay for costs associated to a change request if the Joint Board does not move forward with the change.

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53	10/14/2020	10/20/2020	Volume II, Sections 17.1 (“Limitation of Liability Until System Acceptance”) and 17.2 (“Potential Increase in Limitation of TSP2’s Liability”)		<p>Section 17.1 sets forth that the TSP2’s contractual liability for damages (including actual, indirect, special, consequential, multiple or punitive damages) for the period prior to System Acceptance shall not exceed, in relevant part, the sum of “(a) an amount equal to \$____[insert Initial Costs]”. Section 17.2 references this maximum liability amount as “\$TBD.”</p> <p><b>Question:</b> How will the TSP2’s maximum liability be determined (i.e., is the cap on liability subject to negotiation between the TSP2 and the Joint Board)?</p>	The maximum liability under Section 17.1 is for the period prior to System Acceptance, whereas the maximum liability under Section 17.2 is for the period after System Acceptance. The maximum liability in Section 17.2 will be subject to negotiation between the Preferred Proposer and the Joint Board.
54	10/14/2020	10/20/2020	Volume II, Section 18.3 (“Indemnification by the Joint Board”)		<p>Section 18.3 sets forth the Joint Board shall indemnify TSP2 from any and all Third Party Claims arising out of or in connection with “bodily injury (including death) to persons, damage to property, or environmental removal or response costs [et seq].”</p> <p><b>Question:</b> Will the Joint Board consider expanding the indemnification under Section 18.3 to include all Third-Party Claims against the TSP2 which are caused by the fault of the Joint Board?</p>	No.