

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

November 17, 2020

Key Dates

<u>EVENT</u>	<u>DATE</u>
Industry Forum	September 1, 2020
One-on-One Proposer Meetings	September 2-8, 2020
Mandatory Pre-bid Meeting	October 14, 2020
Last date for Proposer submittal of questions regarding the RFP	November 2, 2020
Last date for IFA responses to timely submitted questions regarding the RFP (if necessary)	November 23, 2020
Proposal due date	December 14, 2020
Notification of initial short-list of Proposers	January 8, 2021
Notification of final short-list of Proposers	February 5, 2021
Proof of Concept by final short-list of Proposers	April, 2021
Due date for Best and Final Offer by final short-list of Proposers	May 14, 2021
Anticipated notification of Preferred Proposer	May 31, 2021
Completion of negotiations	June 30, 2021
Execution of Contract and other Execution Documents by Preferred Proposer	July 1, 2021

Unless specifically addressed below, all other provisions and clauses of the RFP remain unchanged.

The Joint Board anticipates publishing an Addendum 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 Addendum 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
383	11/2/2020	11/17/2020	Form K; General Customer Relationship Management (CRM); CAM-004	Technical	<p><i>The BOS shall populate the CRM system with all customer related information, including but not limited to:..detailed Traffic Transaction (including images and video of each crossing), Financial Transaction and Event Transaction information</i></p> <p>Comment: Can you please confirm the number of videos associated to each transaction and their average size.</p>	<p>The current RTCS provides up to 4 images per transaction as follows:</p> <ul style="list-style-type: none"> • 1 front (approx. 200KB avg. file size; 2048 X 1582; 96 dpi X 96 dpi) • 1 rear (approx. 200KB avg. file size; 2048 X 1582; 96 dpi X 96 dpi) • 1 overview (approx. 490KB avg. file size; 1920 X 1246; 96 dpi X 96 dpi) • 1 ROI image (approx. 1KB avg. file size)

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
384	11/2/2020	11/17/2020	Form K; General Telephone System Requirements;GSR-242	Technical	<p><i>TSP2 shall provide a telephone system to support customer service. Self-service functionality, including but not limited to:..Scripts in English and Spanish.</i></p> <p>Comment: Can you please confirm that self-service website should also support English and Spanish.</p>	Confirmed.
385	11/2/2020	11/17/2020	ORB Volume 3 Toll Fare Message File	Technical	Volume 3 describes a Toll Fare Message File to be provided by the BOS to the RSS. The Form K does not have any reference to the Toll File. Can you please confirm that the BOS will need to generate a Toll Fare Message File?	Confirmed.
386	11/2/2020	11/17/2020	ORB Volume III, Watch List File	Technical	Volume 3 describes a Watch List File sent by the BOS to the RSS. The Form K does not have any reference to the Watch List File. Can you please confirm that the BOS will need to provide watch list management and will need to share the watch list file with the RSS on a scheduled basis?	<p>Please reference the current RiverLink business rules.</p> <p>https://riverlink.com/wp-content/uploads/2018/01/2018-12-18-RiverLink-Business-Rules.pdf</p>

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387	11/2/2020	11/17/2020	ORB Volume I, K-3. Approach to System and Project Requirements, page 57	Technical	<p><i>Discuss System capabilities to support customer service needs and meet the Joint Board's preference for self-service via the website, mobile web, and various retail options</i></p> <p>Comment: Can you please confirm if the customers should be provided with a self-service option at the retail partners (for example a self-service website available as a kiosk) or the customers will use the retail partner systems that will need to integrate with the proposer BOS via an electronic interface (e.g. webservice)?"</p>	There is no requirement for a self-service option at a retail location. Customers will be able to use the retail partner's systems which have been integrated with the BOS.
388	11/2/2020	11/17/2020	Volume II, Back Office System Key Performance Indicators, image processing	Technical	<p><i>OCR quality 99,95% - accuracy through auto-pass.</i></p> <p>Comment: Can you please clarify the meaning of auto-pass? What is your desired automation level to achieve a 99,95% of accuracy? Is the TSP2 expected to achieve 99,95% accuracy only through utilization of the Optical Character Recognition (OCR) Software?</p>	Based on discussions and agreement from the JBR and TSP2, whatever the agreed upon auto pass level is should achieve an accuracy level of 99.95%

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389	11/2/2020	11/17/2020	Form K;Vehicle Registration Hold;CSC-126	Technical	<p><i>TSP2 shall support registration hold's or other enforcement methods allowed by interstate interoperability enforcement agreements.</i></p> <p>Comment: Can you please specify what other enforcement methods apart from the registration hold are to be supported by the BOS?</p>	Registration holds are the primary method used today.
390	11/2/2020	11/17/2020	Form K, Transaction Processing, Transaction Processing general requirements, TXN-001	Technical	<p><i>The BOS shall record and track all BOS transaction activities; including, but not limited to: When a transaction or adjustment is received from a non-tolling location,</i></p> <p>Comment: Can you please clarify your understanding of a non-tolling location.</p>	A non-tolling location is any location that is not from the lane/bridge.
391	11/2/2020	11/17/2020	Form K;Third Party Service Providers; PAY-086	Technical	<p><i>The BOS shall provide a portal for Third-Party Service Providers to enter ACH and Credit Card payments (BOS will directly process).</i></p> <p>Comment: Please confirm that these are the payments accepted by third party providers for the individual customer accounts.</p>	Confirmed.

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392	11/2/2020	11/17/2020	Form K, General Customer Account Management, CAM-006	Technical	<p><i>Based on the Future Updated Business Rules, the BOS shall provide the capability for an Authorized User to perform various Customer Account management actions, including but not limited to:.. temporarily transfer a vehicle</i></p> <p>Comment: Can you please provide examples of the situations requiring a temporary vheicle transfer? "</p>	An example would be that a customer wants to put a rental car on their account from start date X to end date Y.
393	11/2/2020	11/17/2020	Volume III, CAFR report, Payments by Location Type (FY 2019) Table, page 108	Technical	As the Form K does not refer to the prepaid gift cards can you please confirm that the BO will need to support integration with a third-party service provider for the management of prepaid gift cards	Confirmed.

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394	11/2/2020	11/17/2020	Volume II – Section 2.2.1	Legal	<p><i>2.2.1. Maintenance of Project During the Operations and Maintenance Term, TSP2 shall maintain the Project in accordance with Form K, performing all preventive maintenance, routine maintenance and making all adjustments, repairs, overhauls and replacements necessary to keep the Project in good working order and in operation at all times and to satisfy the Key Performance Indicators. TSP2 shall perform such maintenance and repair in accordance with the provisions of the approved Plans in Form K, and other requirements of the Contract Documents. TSP2 shall maintain, rebuild, repair, restore or replace all work, including Deliverables, software, hardware, materials, equipment, supplies and maintenance equipment which are purchased for permanent installation in, or for use during operation of the Project that is damaged prior to the date TSP2's maintenance responsibility ends, regardless of who has title thereto under the Contract Documents and regardless of the cause of the damage, at no additional cost to the Joint Board beyond payment of the Total Operations and Maintenance Price as specified</i></p>	<p>TSP2 will not be liable for damage that has occurred based in any action or omission of the Authority.</p>

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					<p><i>in the Price Forms set forth in Exhibit 7.</i></p> <p>Comment: Does this mean that Proposer shall bear any costs related to repair, replace "<u>regardless of the cause of the damage</u>". Even in those cases where the damage has occurred based in any action or omission of the Authority?</p>	
395	11/2/2020	11/17/2020	Volume II – Section 4.3.2.		<p><i>4.3.2. Except as provided in Section 4.6, the Delay Liquidated Damages payable hereunder are the Joint Board's sole monetary remedy for TSP2's failure to commence Revenue Service by the Revenue Service Date, and the Joint Board hereby waives all other remedies available at law or in equity with respect to losses resulting from such late performance during the first ninety (90) days of TSP2's failure to commence Revenue Service by the Revenue Service Date. After ninety (90) days, the Joint Board shall have all other remedies available under this Contract, including the right to terminate all or a portion of this</i></p>	Corrected references in this Section will be updated and included in an upcoming Addendum.

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					<p><i>Contract for a TSP2 Event of Default as set forth in Section 16. The Delay Liquidated Damages under this Section 4.4.2 are cumulative and may be aggregated if multiple deadlines are not achieved.</i></p> <p>Comment: this section does not exist</p>	
396	11/2/2020	11/17/2020	Volume II – Section 5.1.3.		<p>5.1.3. Key Performance Liquidated Damages (a) TSP2 and the Joint Board acknowledge that in the event that the Project fails to comply with Key Performance Indicators as demonstrated by the Monthly Operations and Maintenance Report, the Joint Board and/or Joint Board Representatives shall incur damages that are incapable of accurate measurement. Such damages include, without limitation, loss of toll revenues and additional operating costs for the Project with respect to certain of the Key Performance Indicators. These damages are incapable of accurate measurement because of, among other things, the unique nature of the Project. TSP2 and the Joint Board agree that, as of the Execution Date, the amounts of Performance Liquidated Damages set forth in Exhibit 2 represent a good faith</p>	References to Sections 4.6 will be corrected in an upcoming Addendum.

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					<p>estimate as to a portion only of the potential actual damages that the Joint Board would incur as a result of the failure of the Project to comply with the Key Performance Indicators for which Performance Liquidated Damages are established in Exhibit 2 (each a “Guaranteed Key Performance Indicator”), and do not constitute a penalty. TSP2 shall pay any Performance Liquidated Damages owing under this Contract in accordance with the provisions of Section 4.6.6 and Exhibit 2.</p> <p>Comment: This Section 4.6.6 does not exist.</p>	
397	11/2/2020	11/17/2020	Volume II – Sections 5.1.4 and 5.1.5.		<p>Comment: We understand that <i>Delay Liquidated Damages</i> apply until Revenue Service Date. Would it be possible to clarify what are the exact difference between “<i>Performance Liquidated Damages</i>”, “<i>Key Performance Stipulated Damages</i>” and “<i>Performance Stipulated Damages</i>”.</p> <p>In addition, what is the difference between “Guaranteed Key Performance Indicators”</p>	<p>The Key Performance Indicators described in Section 5.1.3 and detailed in Exhibit 2 would be applicable to any Performance Liquidated Damages or Performance Stipulated Damages. Unlike Performance Liquidated Damages, Performance Stipulated Damages are only assessed in the event a failure to meet the KPI results in a loss of toll revenue that, for reasons described in Section 5.1.5.2, are not ascertainable to the Parties.</p>

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					and “Key Performance Indicators”. Finally, Exhibit 2 should be clarified in order to understand what “class” of LD proposer should consider.	The Joint Board may clarify Section 5.1.5 in a forthcoming Addendum to clear up any confusion.
398	11/2/2020	11/17/2020	Volume II – Section 5.1.5.1		“TSP2 and the Joint Board have agreed to stipulate to a process to determine the amount of damages payable for such failure.”. Comment: Which process is this?	The process is more specifically described Section 5.1.5.2.
399	11/2/2020	11/17/2020	Volume II – Section 8.1.		Comment: Upon System Acceptance TSP2 is required to provide a Warranty Bond. At the same time, it is also required to provide Maintenance Performance and Payment Bonds. Will those bonds coexist? Isn't this a double exposure considering that Warranty Bond shall be valid for the whole Contract Term?	As described in Section 8.1.1, and subject to the terms of Section 8.1.3, the Performance Bond will be released upon the provision of a compliant Warranty Bond.

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400	11/2/2020	11/17/2020	Volume II – Section 8.2.		<p>Comment:</p> <ul style="list-style-type: none"> • Does this requirement apply to a Major Subcontractor? • Should the proposal be submitted under a JV model, does this requirement apply to each member of the Joint Venture? 	A Guarantor (if required) is only applicable to the ultimate Proposer (i.e., TSP2). It would not apply to a Major Subcontractor or each separate member of a Joint Venture, but to the Joint Venture itself.
401	11/2/2020	11/17/2020	Volume I – Page 52		<p>Comment: Volume I provides for a definition of Parent where it states ““parent company” means parent companies <u>at any tier</u>”</p> <p>If the proposer is wholly owned by a corporation, is this the parent company proposer must consider?</p>	Yes.
402	11/2/2020	11/17/2020	Volume II – Section 8.4.		<p><i>8.4 Periodic Updated Financial Information Each year during the term of this Contract, within sixty (60) days following the completion of TSP2’s and the Guarantor’s annual audited financials, TSP2 shall deliver to the Joint Board: (a) The audited financial statements for the prior year, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) for TSP2, its equity members and each Guarantor. If an entity does not have individual</i></p>	<p>Unclear as to reference of the “interim” or “half-yearly” accounts.</p> <p>As part of its Proposal, Proposer should include audited financial statements for the past three (3) completed fiscal years <u>and</u> any interim unaudited statements for the most recent period.</p> <p>If selected, Proposer that becomes TSP2 shall deliver just annual audited financials to the Joint Board, pursuant to the provisions of Section 8.4 of the Contract.</p>

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					<p><i>financial statements, but, rather, financial statements are prepared on a consolidated basis for that entity and other entities, the consolidated financial statements shall be acceptable. Financial statements must be provided in U.S. dollars. If financial statements submitted are prepared in accordance with other than U.S. GAAP, TSP2 shall include a letter from the entity's chief financial officer, treasurer, or certified public accountant discussing the areas of the financial statements that would be materially affected by a conversion to U.S. GAAP and providing an estimate of changes required to recalculate in accordance with U.S. GAAP. If audited financials are not available TSP2 shall include unaudited financials for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity. Provision of financial statements and information for a parent company or other affiliate will not be sufficient to satisfy the requirement to provide financial statements</i></p>	

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					Comment: Volume I (page 50) refers to interim accounts. In case the Propose only has annual accounts, does the Authority considers waiving the half-yearly accounts?	
403	11/2/2020	11/17/2020	Volume II - Section 20.5		Comment: considering that from a technical perspective updates are not the same as upgrades, will the Authority consider negotiate on a case by case basis the contracting of any upgrades in the future?	The Joint Board will take upgrades under consideration, however, current language in Section 20.5 is not intended to draw a distinction between “update” versus “upgrade”.
404	11/2/2020	11/17/2020	Volume II – Section 20.5.		<i>The Joint Board and the States’ Parties and their respective agencies may also use, reproduce and make derivative works from the Developed Intellectual Property (including licensed Software) in connection with the Joint Board’s and/or its member States’ and their respective agencies <u>design of future projects</u>. The TSP2 grants the Joint Board and its member States and their respective agencies any permissions or licenses pursuant to copyright or other intellectual property laws to effectuate this grant of permission. The Joint Board similarly may distribute or make the Developed Intellectual Property (including licensed Software) available to third parties who will or may provide</i>	Yes.

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					<p><i>services to the Joint Board, the States' Parties and their respective agents Indiana Finance Authority/Joint Board 120 Volume II RiverLink CSC & BOS Contract on <u>future projects</u></i></p> <p><i>Comment: As defined, "Joint Board" means The Kentucky-Indiana Joint Board was created to facilitate the financing, construction, operation and maintenance of the Louisville-Southern Indiana Ohio River Bridges Project. The board members consist of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT.</i></p> <p><i>Does this mean that the SW being licensed (pre-existing SW) and/or sold (developed SW) may be used by any of the entities which are part of Joint Board in any future project, wherever the project is located?</i></p>	
405	11/2/2020	11/17/2020	Volume I – Form E		<p><i>A Proposal Form E signed by the Proposer and the Employer of each of the Key Personnel identified in Form K satisfies Exhibit B, Section F Project Team requirement.</i></p> <p><i>Comment:</i></p>	Confirmed.

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					<ul style="list-style-type: none"> Does this requirement apply to any Major Subcontractor Does the Commitment of Availability have to be signed by the Employer for each person that is Key Personnel?	
406	11/2/2020	11/17/2020	Volume I – Section 1.5.1		<p><i>November 23 is the last date for IFA to respond to all the proposer's questions regarding the RFP. Although we know that in the interim some questions will be answered and posted, this will give proposers only 3 weeks before proposals are due for submittal.</i></p> <p>Comment: Given the project complexity, contacts with vendors and suppliers, and quotations that need to be prepared, would an adjustment to the due date be considered by ORB Joint Board?</p> <p>Extending the due date for 1 month will allow for more time for proposal revisions based on responses to questions posed. The extension would also allow ample opportunity for proposers to better analyze all requirements and addendums issued, which would lead to more innovative technical responses and stronger pricing proposals.</p>	No extension is being considered.

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407	11/2/2020	11/17/2020	Form K (GSR-007)	Tech	Please clarify if the Americans with Disabilities Act (ADA) applies to the Back Office.	ADA is required as per GSR-007.
408	11/2/2020	11/17/2020	ORB_Form_K_Req_2 0200929, item PPL-014 (row 1947)	RCM	<u>Question:</u> Payment plans are typically applicable on one or multiple notices under one account. Can you please clarify the requirement that states that multiple Customer Accounts should be included in one payment plan?	If there are multiple accounts that a customer wants to include on a payment plan, the system should allow for it.
409	11/2/2020	11/17/2020	ORB_Form_K_Req_2 0200929, item WEB-029 (row 2260) & GSR-190 (row 3727)	RCM	<u>Question:</u> Is it the Agencies' intent to utilize a MFA for each of its ~275K customers each time one signs onto the self-service website? As an alternative, would the Agencies be open to instead sending an OTP each time a user logs on, with the frequency of forcing an OTP to be sent as a configurable option?	JBR is open to recommendations from TSP2.
410	11/2/2020	11/17/2020	ORB_Form_K_Req_2 0200929, item GSR-176 (row 3711)	RCM	<u>Question:</u> Please define all third-parties that would have access to the BOS under this requirement? Would each third-party session need to be recorded and available for later viewing?	Third parties will be any stakeholder that comes onto the project through the life of the project. Each session will not need to be recorded, but logged and trackable.

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411	11/2/2020	11/17/2020	ORB_Form_K_Req_2 0200929, item GSR-225 (row 3803)	RCM	<u>Question:</u> The requirement states that the Pre-Production/UAT Environment should mirror the Production Environment. Should it mirror it only in terms of functionality or does it need to also mirror it with respect to the amount of CPU, RAM, and number of servers allocated?	The UAT environment should mirror the functionality of the Production environment.
412	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 2 - internal BOS/CSC application unavailability *	System availability	<u>Question:</u> The term “unavailable” is not defined adequately. Since back office systems are designed and developed with redundant functionality, losing one does not necessarily mean the system is unavailable. Can you please further clarify the term “unavailable”?	Volume 2 Exhibit 2 will be updated to remove “unavailable” data.
413	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 4 - OCR quality, if applicable Note – auto-pass percentage to be agreed upon in workshop prior to Revenue Service Date	Image processing	<u>Question:</u> The KPI indicates that the “auto-pass percentage to be agreed upon in a workshop” at a later date, although the KPI indicated a KPI of 99.95%. Please clarify. <u>Question:</u> The auto-pass rate is required before the submission of the proposal to ensure the system is designed appropriately. Will the JBR provide a complete requirement with the responses to the questions?	Based on discussions and agreement from the JBR and TSP2, whatever the agreed upon auto pass level is should achieve an accuracy level of 99.95%.

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414	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 4 - OCR quality, if applicable Note – auto-pass percentage to be agreed upon in workshop prior to Revenue Service Date	Image processing	<u>Question:</u> OCR accuracy and auto-pass rate is dependent on the quality of images provided by the TSP. What, if any, requirements related to image quality has been provided to the TSP? Has the JBR considered the need to allow for Image Quality exclusions from the calculations?	Discussions have been had with TSP1 and understand the dependencies. The JBR will consider exclusions after TSP2 has had a chance to process images.
415	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 7 - payment processing via interface to ACH and merchant service provider unavailability *	Payment processing	<u>Question:</u> Can the TSP2 assume that the required KPI will exclude Payment Processor outages, communications outages, and other force majeure events from the calculation?	Should an event outside of the control of TSP2 cause an issue, it can be submitted to the JBR for consideration.
416	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 8 - Auto-Replenishment processing interface unavailability *	Payment processing	<u>Question:</u> Can the TSP2 assume that the required KPI will exclude Payment Processor outages, communications outages, and other force majeure events from the calculation?	Should an event outside of the control of TSP2 cause an issue, it can be submitted to the JBR for consideration.
417	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Items 9, 10, and 11 – time for resolving high/medium/low priority Cases	System repair	<u>Question:</u> The KPIs are related to the Functional Area of System repair but measure the resolution of a Customer generated case. Form M dated September 30, 2020 provides a response consistent with case management and not system repair – can you please clarify the requirement?	Referenced KPIs are not customer generated cases. Case management is a term used for all open tickets both system and customer related.

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418	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 12 - non-revenue data lost, unavailable, or damaged on as a result of a system or process failure	Loss of data	<u>Question:</u> Please provide the rationale for the large number of non-compliance points associated with the loss of non-revenue data, or was this to be written as revenue data?	Volume 2, Exhibit 2 will be updated to revenue data.
419	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 12 - non-revenue data lost, unavailable, or damaged on as a result of a system or process failure	Loss of data	<u>Question:</u> The availability of data that is retrievable is not considered loss; should this KPI be written to remove "unavailable"?	Volume 2 Exhibit 2 will be updated to remove "unavailable" data.
420	11/2/2020	11/17/2020	Volume II Back Office Key Performance Indicators Item 12 - non-revenue data lost, unavailable, or damaged on as a result of a system or process failure	Loss of data	<u>Question:</u> Will the JBR consider rewriting the KPI to allow for the recovery and retrieval of data before being considered lost, and remove the loss of non-critical data from the calculations?	This KPI will remain as stated.
421	11/2/2020	11/17/2020	Volume II Customer Service Center Key Performance Indicators Item 3 - Increase transponders/new accounts	Customer service	<u>Question:</u> Will the selected vendor be allowed to adjust their pricing accordingly once the negotiations are concluded?	JBR will consider accordingly.

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422	11/2/2020	11/17/2020	ORB Volume II – Section 12.3.1	Payment for Services	<u>Question:</u> Should the request for the portion of initial costs allocable to Bond and Insurance Premiums to be invoiced without markup, profit, be included in the mobilization milestone of table 1A? Or should a line be added to separately identify these costs?	The costs for bond and insurance premiums should be included in the Mobilization milestone in the Price Proposal. Section 12.3.1 will be clarified in forthcoming Addendum.
423	11/2/2020	11/17/2020	ORB Form G Pricing - Table 3 Variable Operations Costs	Pricing	<u>Question:</u> In the “IOP Transactions from Away Agencies and Transponder Based ORB Transactions” category, please confirm this does not include any Image Based Transactions performed by Image Review Operations of the TSP2.	Confirmed.
424	11/2/2020	11/17/2020	ORB Form G Pricing - Table 3 Variable Operations Costs	Pricing	<u>Question:</u> Please confirm that the unit cost of the TSP2 for Image Review services should be included in each of the corresponding categories (Posted ORB V-Tolls, Posted Image-Based ORB Transactions, Image-Based ORB Transactions that cannot post to an Account) and not listed separately in another table.	Confirmed.
425	11/2/2020	11/17/2020	RFP Volume III Section 10, CSC Data		<u>Question:</u> Please provide volume information on refunds, chargebacks, and returned checks by month.	That information will not be provided.

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426	11/2/2020	11/17/2020	RFP Volume III Section 10, CSC Data		<p><u>Question:</u> We did not find any data regarding Nixie/Returned Mail. Please confirm if this type of mail is included in the returned mail volumes. If it is not included, please provide volumes for Nixie/Returned Mail.</p> <p><u>Question:</u> Please provide a breakout of the type of paper correspondence received.</p>	This information has not been provided and will not be provided.
427	11/2/2020	11/17/2020	RFP Volume III Section 10, CSC Data		<p><u>Question:</u> Please provide detail on the number of transponders distributed by month.</p>	Information has been included in Volume III.
428	11/2/2020	11/17/2020	RFP Volume III Section 9, Traffic Data, Page 88		<p><u>Question:</u> Please clarify and confirm data included in Rejected in Image Review volumes. Does this reflect the number of dismissals due to license plate obscured, paper plate etc.</p> <p><u>Question:</u> Please confirm that Rejected in Image Review volumes reflect current volumes for transactions that cannot be posted to an account.</p>	Confirmed.
429	11/2/2020	11/17/2020	RFP Volume III Section 9, Traffic Data, Page 88		<p><u>Question:</u> Please clarify what falls into Posted Video Transactions.</p>	Posted Video Transactions are unregistered vehicle transactions not affiliated to a transponder account.

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430	11/2/2020	11/17/2020	RFP Volume III Section 9, Traffic Data, Page 88		<u>Question:</u> Are all Posted Video Transactions required to undergo manual image review?	Posted Video Transactions will require manual image review and/or OCR based on the Updated Future Business Rules.
431	11/2/2020	11/17/2020	Volume I & Pricing Form G	Merchant Services Provider	<u>Question:</u> Please confirm the Proposer is to contract with the Merchant Services Provider.	Confirmed.
432	11/2/2020	11/17/2020	Volume I & Pricing Form G	Merchant Services Provider	<u>Question:</u> Please confirm the Proposer is to include pricing for Merchant Services.	Confirmed.
433	11/2/2020	11/17/2020	Volume I & Pricing Form G	Merchant Services Provider	<u>Question:</u> Please confirm if Merchant Services costs are a pass through cost.	Merchant Services costs associated to credit card fees up to 3% are Pass-Thru Costs.
434	11/2/2020	11/17/2020	Volume I & Pricing Form G	Merchant Services Provider	<u>Question:</u> Please confirm where the proposer is to include costs for Merchant Services.	The Merchant Services costs associated to credit card fees above the 3% Pass-Thru Costs should be driven by TSP2.
435	11/2/2020	11/17/2020	RFP Volume III Section 11, Traffic Data, Page 108	Payments	<u>Question:</u> Please provide detail on how Payment volumes by channel and by month. (Cash, Credit Card, Check, AVH)	Additional payment data will be provided in an upcoming Addendum.
436	11/2/2020	11/17/2020	RFP Volume III Section 10, CSC Data and Pricing Form G		<u>Question:</u> Please provide liquidation/payment rates for each stage of invoice, 1 st notice, 2 nd notice, violations and collections.	The invoicing structure will be changing. The current figures/collection percentages are not applicable.
437	11/2/2020	11/17/2020	RFP Volume III Section 9, Traffic Data, Page 88		<u>Question:</u> Please clarify the difference between VToll Local, and VToll Home Interop	VToll Local - home ORB accounts VToll Home Interop – away IAG accounts

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438	11/2/2020	11/17/2020	RFP Volume I, Section 4.3.1(a)		<p>4.3.1(a) says Preferred Proposer's and all Major Subcontractors' qualification to do business in the State of Indiana and Commonwealth of Kentucky must be provided within 5 days after notification of final selection. It provides that the qualification must be dated "no earlier than 30 days prior to the anticipated date of commercial close." Also, pre-bid meeting question number 17, the Joint Board states that a Major Subcontractor is not required to be registered as a business in Indiana and Kentucky.</p> <p><u>Question 1:</u> What does "anticipated date of commercial close" mean in this instance?</p>	Commercial close refers to award and execution of Contract, which is anticipated to be July 1, 2021 per the schedule in Volume 1, Section 1.5.1
439	11/2/2020	11/17/2020	RFP Volume I, Section 4.3.1(a)		<p>4.3.1(a) says Preferred Proposer's and all Major Subcontractors' qualification to do business in the State of Indiana and Commonwealth of Kentucky must be provided within 5 days after notification of final selection. It provides that the qualification must be dated "no earlier than 30 days prior to the anticipated date of commercial close." Also, pre-bid meeting question number 17, the Joint Board states that a Major Subcontractor is not required to be registered as a</p>	Confirmed.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
					<p>business in Indiana and Kentucky.</p> <p><u>Question 2:</u> Please confirm that notwithstanding RFP section 4.3.1(a), Major Subcontractors are not required to provide such evidence.</p>	
440	11/2/2020	11/17/2020	Volume II, Section 2.1.3.5		<p>2.1.3.5 – The provision ends with the following: “provided, however, that so long as the TSP2 has undertaken the Work in compliance with the Contract Documents and has complied with its obligations to coordinate, review, advise, inspect, test and assist the Joint Board Representatives with respect to the portions of the Work done by TSP1”. There seems to be a portion of the sentence missing.</p> <p><u>Question:</u> Please confirm that the intention is that if the TSP2 has so undertaken the work and complied with the indicated obligations, it will not be considered in breach of its obligations under Clause 2.1.3.5. And, if correct, please amend the sentence to say this.</p>	Confirmed. Section 2.1.3.5 will be revised in upcoming Addendum to make this point clear.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
441	11/2/2020	11/17/2020	Volume II, Section 2.2.3		<p>2.2.3 says the Joint Board can exercise the Operations and Maintenance (O&M) Option by delivery of written notice to TSP2 “not fewer than three years prior to the scheduled expiration date of the O&M Term.” Exercising an O&M Option has the effect of extending the O&M Term for an additional three years.</p> <p><u>Question:</u> Please confirm that this means that the Joint Board must exercise the second O&M Option on or before the commencement date of the first O&M Option.</p>	Confirmed
442	11/2/2020	11/17/2020	Volume II, Section 2.2.3		<p>2.2.3 says the Joint Board can exercise the Software Maintenance Option by delivery of written notice to TSP2 “at any time up to the date of termination of the Contract.” But proper software maintenance under with “substantially the same obligations” as during the O&M Term will require that resources are budgeted to the project – this includes making sure personnel are available, securing required insurance and bonding, and ensuring that hosting and other physical infrastructure remain available where necessary. By the date of termination, without notice of</p>	The Joint Board will consider adding in a notice requirement as it relates to exercising the Software Maintenance Option.

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					<p>exercise of the Software Maintenance Option, the project will have necessarily been wound down.</p> <p><u>Question:</u> Will the Joint Board please add a 180-day notice period for exercise of the Software Maintenance Option?</p>	
443	11/2/2020	11/17/2020	Volume II, Section 2.2.3		<p>2.2.3 says if the Joint Board exercises the Software Maintenance Option then it will continue “for so long as the Joint Board desires to continue to use the Software in connection with the Project.” Similar to the prior question, there are many expenses and moving parts that are in place during the operation of the project that will need to be wound down.</p> <p><u>Question:</u> Will the Joint Board please add a 180-day notice period for expiration of the Software Maintenance Option so that the term of such an option will begin at the expiration of the O&M Term and end 180-days following receipt of notice from the Joint Board?</p>	The Joint Board will consider adding in a notice requirement as it relates to expiration of any exercised Software Maintenance Option.

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444	11/2/2020	11/17/2020	Volume II, Section 2.2.3		<p>2.2.3 says that the Software Maintenance Option will commence “at the end of the Maintenance and Operations Term [sic] or as a result of an earlier termination.”</p> <p><u>Question:</u> Please confirm that the end of the O&M Term would include the end of the initial term (if the first O&M Option isn’t exercised), the end of the First O&M Option (if the second O&M Option isn’t exercised), or the end of the second O&M Option, or an early termination of any of those three options.</p>	Confirmed

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
445	11/2/2020	11/17/2020	Volume II, Section 2.2.8.2(e)		<p>2.2.8.2(e) – says the Joint Board has an unrestricted right to request revisions to the Business Rules and that notice of the revisions will be provided “no less than 30 days prior to the effective date thereof.” However, depending on the complexity of the Business Rule change, 30 days may not be enough time to effectuate the requested revision.</p> <p><u>Question:</u> Will the Joint Board please revise this to say new Business Rules must be implemented within a time frame agreed between the Joint Board and TSP2, taking into account the complexity of the requested revisions.</p>	The Joint Board does not anticipate revising Section 2.2.8.2; provided, however, the provision of any revisions to the Business Rules to TSPS is a <u>minimum</u> of 30-days prior to the effective date (unless necessitated by Law, emergency or safety) and the Joint Board anticipates it will work with TSP2 and take into account the complexity of the revisions when providing the necessary notice.
446	11/2/2020	11/17/2020	Volume II, Section 2.2.8.3		2.2.8.3 – references to Section 5 should be to section 6?	Yes, this will be corrected in an Addendum to be published by the Joint Board
447	11/2/2020	11/17/2020	Volume II, Section 2.2.9.2		2.2.9.2 – reference to 2.2.19.1 should be to 2.2.9.1?	Agreed. Volume II Section 2.2.9.2 reference will be updated and provided in upcoming Addendum.
448	11/2/2020	11/17/2020	Volume II, Section 2.3.3		2.3.3 – reference to “federal requirements” should be to “Federal Requirements”? Also, although this is a capitalized term elsewhere in the Contract, it is not defined and should be in order to clarify the requirements at issue.	The Proposer is expected to comply with all applicable federal statutes, rules and regulations applicable (if any) to work on the Project.

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449	11/2/2020	11/17/2020	Volume II, Section 2.4.6		<p>2.4.6 requires TSP2 to represent that all Software is authored for the purpose of the project, unless it falls under the Pre-Existing Software and Commercial Off-the-Shelf Software categories in Section 20.6. However, none of the Software that proposer intends to use for the Project will be Custom Software under 20.6, as all of it already exists.</p> <p><u>Question:</u> Will the Joint Board consider negotiating this provision with a preferred vendor to better reflect the nature of that vendor's proposed IP regime?</p>	<p>The Joint Board looks forward to learning more about any Proposer's existing software regime. Additionally, please note that any software that is already owned or developed as of the date of the Contract, to be used in connection with the Project, would be considered "Pre-Existing Software."</p>
450	11/2/2020	11/17/2020	Volume II, Section 3.3.2		<p>3.3.2 says, <i>inter alia</i>, the Joint Board's approval and/or acceptance (even after inspection and testing) of Deliverables, Change Orders, Software, etc. "may not be relied upon ... by TSP2 in determining whether TSP2 has satisfied the standards and requirements set forth in the Contract Documents."</p> <p><u>Question:</u> At what point can TSP2 satisfy itself that it has satisfied the standards and requirements set forth in the Contract Documents?</p>	<p>The Joint Board disagrees with the interpretation raised of Section 3.3.2.</p>

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451	11/2/2020	11/17/2020	Volume II, Section 3.4		<p>3.4 says the FHWA may have approval rights with respect to the Project, including rights to approve the System Documentation and Change Orders.</p> <p><u>Question:</u> Does the Joint Board have any additional clarity on whether the FHWA will have approval rights and, if it will, how does the Joint Board expect that to impact the Joint Board Review Process and the overall timeline of the Project?</p>	<p>No additional clarity at this time. The Joint Board will work with TSP2 in the event FHWA involvement is necessitated in the Project.</p>

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452	11/2/2020	11/17/2020	Volume II, Section 4.1.3(f)		<p>4.1.3(f) says that NTP won't be issued unless the Source Code Escrow is in full force and effect. Typically, in CBO contracts, the source code is deposited at Go-Live or System Acceptance. While the Pre-Existing Software Source Code certainly can be deposited upon execution, it won't be useful to the user because the nature of road tolling solutions necessitates many interfaces being developed in order to link the Pre-Existing Software to the existing infrastructure at the project site.</p> <p><u>Question:</u> Will the Joint Board remove paragraph (f) and move forward with the industry standard of depositing Source Code at system acceptance?</p>	<p>The Joint Board will consider revising Volume II Section 4.1.3(f) in an upcoming Addendum to deposit Source Code at System Acceptance.</p>

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453	11/2/2020	11/17/2020	Volume II, Section 4.3.1		<p>4.3.1 points to delay liquidated damages listed on Exhibit 2, but there are no damages listed on Exhibit 2 that represent to be delay liquidated damages. The Joint Board's response to Question 1 says that "delay damage amounts and dates they take effect will be determined by the approved project schedule."</p> <p><u>Question:</u> Is it the Joint Board's intention that RFP responses should propose delay liquidated damages amounts and dates when submitting the proposal?</p>	No. In a forthcoming Addendum published by the Joint Board, specifics as it relates to Delay Liquidated Damages (amounts and dates) will be provided as part of Exhibit 2.

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454	11/2/2020	11/17/2020	Volume II, Section 4.4.1(d)		<p>4.4.1(d) says that as part of the End of Contract Transition Plan, TSP2 must confirm it has deposited all Software Source Code required by Section 20.6.3. However, Section 20.6.3 is silent as to the duration of the escrow, costs, etc.</p> <p><u>Question:</u> Please confirm that TSP2 will bear no costs nor any obligations to update or upgrade the Software Escrow after the expiration or termination of the O&M Term (unless the Joint Board exercises the Software Maintenance Option). Please also clarify on what basis, if any, the Joint Board contends that the Pre-Existing Software Source Code could be released from escrow after the expiration or termination of the O&M Term.</p>	Confirmed
455	11/2/2020	11/17/2020	Volume II, Section 5.1.3(a)		<p>5.1.3(a) says Performance Liquidated damages are “damages that are incapable of accurate measurement [and] include, without limitation, loss of toll revenues and additional operating costs.” It goes on to say that Performance Liquidate Damages represent a good faith effort of damages resulting from “failure of the Project to comply with the KPIs for which Performance Liquidated damages ae established in Exhibit 2 (each, a “Guaranteed</p>	<p>The Key Performance Indicators described in Section 5.1.3 and detailed in Exhibit 2 would be applicable to any Performance Stipulated Damages. Unlike Performance Liquidated Damages, Performance Stipulated Damages are only assessed in the event a failure to meet the KPI results in a loss of toll revenue that, for reasons described in Section 5.1.5.2, are not ascertainable to the Parties.</p>

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					<p>Key Performance Indicator”). Similarly, 5.1.5.1 says that Performance Stipulated Damages are intended to compensate for “failure to meet the Guaranteed Key Performance Indicators specified in [Section 5.1.5.2].” But Section 5.1.5.2 does not refer to Exhibit 2, but rather to Form K and specifically to a calculation of lost toll revenues.</p> <p><u>Question:</u> Does the definition of Guaranteed Key Performance Indicator provided in 5.1.3(a) cover the type of KPIs that Performance Stipulated Damages are tied to? If so, how can a proposer know when Performance Liquidated Damages will apply and when Performance Stipulated Damages will apply? If not, please revise these sections to clarify the difference between the two types of damages.</p>	<p>The Joint Board may clarify Section 5.1.5 in a forthcoming Addendum to clear up any confusion.</p>

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456	11/2/2020	11/17/2020	Volume II, Sections 5.1.3(b) and 5.1.5.1(b)		<p>5.1.3(b) and 5.1.5.1 (b) – the exemption of liability set out in these provisions apply to Performance Liquidated Damages and Performance Stipulated Damages, respectively.</p> <p><u>Question:</u> Please confirm that this is intended to be a general exemption of liability which would also apply with respect to other liabilities under the Contract, including for Delay Liquidated Damages?</p>	The provisions of Section 5.1.3(b) and 5.1.5.1(b) are specific to Performance Liquidated Damages and Performance Stipulated Damages, respectively.
457	11/2/2020	11/17/2020	Volume II, Section 11.7		<p><u>Question:</u> Do we understand correctly that a claim for actual damages for warranty breach may be cumulated with claim for Performance Stipulated Damages, but not Performance Liquidated Damages?</p>	No. Claims for damages for warranty breach may be cumulated with claim for Performance Stipulated Damages or Performance Liquidated Damages.
458	11/2/2020	11/17/2020	Volume II, Section 13.6.2.1		<p>13.6.2.1 references a Force Majeure Event, but no definition is provided.</p> <p><u>Question:</u> Will the Joint Board add the following commercially accepted definition of Force Majeure Event: "any of the following causes, to the extent beyond a party's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes,</p>	Force Majeure definition will be added to Volume II Exhibit 1 as part of the upcoming Addendum.

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					governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or a generalized lack of availability of raw materials, utilities, internet or energy. For the avoidance of doubt, Force Majeure Events shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.”?	
459	11/2/2020	11/17/2020	Volume II, Section 13.7		<p>The wording of this clause seems incomplete. It contains a list of situations/types of change order, but does not indicate what entitlement TSP2 has in relation to such events/situations/change orders.</p> <p><u>Question:</u> Please confirm our understanding, given the title of the Section, TSP2 would be entitled to a price adjustment to cover additional costs flowing from the same?</p>	Confirmed

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
460	11/2/2020	11/17/2020	Volume II, Section 15.1.2		<p>Section 15.1.2 provides that the Joint Board may, at any time, terminate the Contract for convenience in whole or in part, and will provide the TSP2 a written Notice of Termination/Partial Termination for Convenience specifying the extent of termination and its effective date.</p> <p><u>Question:</u> Proposer recognizes that the Joint Board needs the ability to terminate for convenience; however, would the Joint Board consider providing a notice period of 90 days to allow the TSP2 to safely demobilize, reasonably mitigate any related costs and losses, and limit its potential exposure to its vendors and Subcontractors?</p>	<p>The Joint Board does not anticipate revising Section 15.1.2. The Joint Board does anticipate that, in the event it were to exercise its rights under Section 15.1 to terminate for convenience, it would deliver (and include within) its written notice in a time frame that allows TSP2 to safely demobilize.</p>

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461	11/2/2020	11/17/2020	Volume II, Section 15.4.3		<p>15.4.3 requires certain ownership and licenses in intellectual property to be transferred or assigned to the Joint Board, but also contains a parenthetical saying “other than Pre-Existing Software.”</p> <p><u>Question:</u> Please confirm that licenses to both Pre-Existing Software and COTS Software will not automatically be transferred or assigned upon expiration or termination of the Agreement.</p>	Confirmed.
462	11/2/2020	11/17/2020	Volume II, Section 16.1.1(a)(ii)		<p>16.1.1(a)(ii) allows a 30 day period following notice of failure to carry out Work in accordance with the project schedule, but provides an extended 90-day cure period for non-material issues. But clause (i) provides only 15 days following notice to “commence or resume diligent prosecution of the work.”</p> <p><u>Question:</u> Will the Joint Board add a similar 90-day cure period under clause (i) for non-material issues? When materiality is not at issue, this seems acceptable considering the protection already provided by Delay Liquidated Damages and the Persistent Breach mechanism.</p>	The Joint Board will consider the request.

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463	11/2/2020	11/17/2020	Volume II, Section 16.3		<p>16.3 introduces the concept of a “Delay Event” and defines it. However, the definition of Delay Event is nearly the same as the definition of “Excusable Delay” in Section 13.6.2.</p> <p><u>Question:</u> Will the Joint Board please delete Section 16.3 given that it covers the same ground as 13.6.2? If not, will the Joint Board please explain the difference in definition, application and effect of a Delay Event, an Excusable Delay and a Force Majeure Event, respectively?</p>	<p>Although similar in definition, “Excusable Delay” should be read in the context of a Change Order under Section 13.6 and in particular to one that adjusts the Progress Milestone Dates or Revenue Service Date or Detailed Project Schedule.</p> <p>Delay Event should be read in the context of an Event of Default under Section 16 in particular.</p>
464	11/2/2020	11/17/2020	Volume II, Section 20.1.3		<p>20.1.3 requires quarterly financial information to be provided to the Joint Board.</p> <p><u>Question:</u> Please confirm that the requirements for annual reporting to be done in accordance with U.S. GAAP and the various other requirements would not apply to these quarterly financials.</p>	Confirmed

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465	11/2/2020	11/17/2020	Volume II, Sections 20.1.5 and 20.1.6		<p>20.1.5/6 says that TSP2 and its Subcontractors must cooperate with the Joint Board with any analyses required by the State or other government agency. This seems reasonable, but 20.5 is very vague and does not even limit required disclosures to the project or take into account commercial and trade secrets. This is especially concerning since 20.6 seems to contemplate that this information will be publicly posted.</p> <p><u>Question:</u> Will the Joint Board please amend these sections to provide that only "information related to the Project" is subject to this requirement and that intellectual property rights that would be damaged by disclosure, including but not limited to know how and trade secrets, will not need to be provided hereunder?</p>	<p>Any information submitted to the Joint Board pursuant to the Contract, by which TSP2 believes constitutes trade secrets or information otherwise exempt from disclosure under Public Records Act shall be marked as "Confidential" or as TSP2 otherwise deems to be appropriate. See Section 20.4 for more information regarding limiting or exempting confidential materials from disclosure.</p>
466	11/2/2020	11/17/2020	Volume II, Section 20.2.5		<p>20.2.5 says no notice is required before commencing any audit during and shortly after the term, but cf. 20.2.2 which requires 48 hours notice for any inspection.</p> <p><u>Question:</u> Will the Joint Board add a 48 hours' notice requirement for commencing an audit?</p>	<p>The Joint Board does not anticipate revising Section 20.2.5 to add a notice requirement beyond what is already provided in that section.</p>

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467	11/2/2020	11/17/2020	Volume II, Section 20.2.5		<p>20.2.5 says that after the term, 10 days' notice is required for Joint Board to commence an audit.</p> <p><u>Question:</u> What is the outside limitation on how long post-contract the Joint Board can commence an audit? Is it six years, in accordance with the record requirements under Section 20.3(a)?</p>	Yes, the post-contract time period by which the Joint Board can commence audit is the same as the six-years detailed in Section 20.3(a).
468	11/2/2020	11/17/2020	Volume II, Section 20.5(a)		<p>20.5(a) says that "Exhibit BB lists the Custom Software that TSP2 expects to develop for the Project."</p> <p><u>Question:</u> Please confirm that this should reference Exhibit 8-C.</p>	Confirmed. This will be corrected in an addendum to be published by the Joint Board.
469	11/2/2020	11/17/2020	Volume II, Section 20.5(c)		<p>20.5(c) has a reference to "this Section 20.3" which should be updated.</p>	Confirmed. This will be corrected in an addendum to be published by the Joint Board.
470	11/2/2020	11/17/2020	Volume II, Section 20.5(d)		<p>20.5(d) says that "TSP2 shall deliver the Software ... to the Joint Board on an ongoing basis..."</p> <p><u>Question:</u> Please confirm that this should say "deliver the Custom Software ... to the Joint Board." Pre-Existing Software and COTS Software will be delivered into escrow per the terms of the agreement.</p>	Confirmed.

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471	11/2/2020	11/17/2020	Volume II, Section 20.6.1		<p>20.6.1 defines Pre-Existing Software as “COTS and TSP2’s own Software that it owns or has developed as of the date of this Contract.”</p> <p><u>Question:</u> Does this mean that all third-party Software should be classified as COTS? Or would subcontractor Software fall into the Pre-Existing Software category?</p>	Unclear as to intent of question. COTS would be all generally available software that is supplied by TSP2 as part of the Project.
472	11/2/2020	11/17/2020	Volume II, Section 20.6.1		<p><u>Question:</u> What does the parenthetical “(as an exception to the transfer and assignment provided in Section 20.5)” refer to?</p>	<p>Refers to following sentence in Section 20.5(a):</p> <p>“Upon preparation or receipt thereof by the TSP2, the Joint Board (or its designee) shall receive ownership of the property rights (except for copyrights in Pre-Existing Software) in any such Developed Intellectual Property.</p>
473	11/2/2020	11/17/2020	Volume II, Section 20.6.1		<p>20.6.1 says that the Joint Board will be able to sublicense Pre-Existing Software “subject to the execution of a commercially reasonable Non-Disclosure Agreement by such third party.”</p> <p><u>Question:</u> Will the Joint Board accept the condition of a third party software provider that it be a party to any such NDA?</p>	Unclear who is “it” in the question. Pursuant to that language in Section 20.6.1, the third-party would be the party to the NDA.

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474	11/2/2020	11/17/2020	Volume II, Section 20.6.2		<p>20.6.2 says “in no event shall TSP2 change the terms of [COTS] agreements without the Joint Board’s written approval.” However, it is often the case that COTS providers change their terms, fees, etc. unilaterally and with limited warning.</p> <p><u>Question:</u> Will the Joint Board accept as compliant with this section a commitment from TSP2 that it will, and will cause its subcontractors to, promptly update the Joint Board when it becomes aware that a COTS provider has changed its terms?</p>	Confirmed, and in addition the intent of that section is that in no event shall <u>TSP2</u> (i.e., not the COTS provider) change the terms of such agreements.
475	11/2/2020	11/17/2020	Volume II, Section 20.6.3		<p>20.6.3 requires monthly identification of updates and upgrades as well as confirmation that such updated/upgraded software has been deposited and verified by the escrow agent. TSP2 and its subcontractor continuously evaluate their software for security and performance enhancements and perform frequent updates to the Software. Due to the high expense of escrow verification, requiring monthly updates could be prohibitively expensive.</p> <p><u>Question:</u> Would the Joint Board consider changing the requirement to quarterly deposit</p>	The Joint Board will consider changing the requirements to a quarterly (or other periodic time) deposit and verification of updated Software.

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					and verification of updated Software in order to reduce the cost of such verifications. (See also Escrow Agmt 1.1.b and 1.1.d)	
476	11/2/2020	11/17/2020	Volume II, Section 20.6.3		<p>20.6.3 says “TSP2 shall cause all Software suppliers to keep the Software Source Code up to date...”</p> <p><u>Question:</u> Please update this to say “shall cause all Pre-Existing Software suppliers to keep the Software Source Code up to date.” It is clear earlier in the section that this does not apply to COTS Software and that clarity should extend to this requirement as well.</p>	Confirmed. This will be corrected in an upcoming addendum to be published by the Joint Board.
477	11/2/2020	11/17/2020	Volume II, Section 21.7		<p>21.7 provides for survival for indefinite term of, <i>inter alia</i>, warranties in Section 11 and indemnities in Section 18 as well as the Software Maintenance Option.</p> <p><u>Question:</u> As regards the survival of Section 11 warranties, how is this survival to be read given that the warranty period (“General Warranty Period”) is defined as expiring at the end of the term of the contract?</p>	Confirmed that the General Warranty Period would expire at the end of the Contract term.

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478	11/2/2020	11/17/2020	Volume II, Section 21.7		<p>21.7 provides for survival for indefinite term of, <i>inter alia</i>, warranties in Section 11 and indemnities in Section 18 as well as the Software Maintenance Option</p> <p><u>Question:</u> As regards indemnities, please confirm (i) that such survival is not intended to deviate from applicable statutes of limitation and (ii) that any surviving indemnity obligation would be limited to claims that arise or have their cause during the contract term?</p>	Section 21.7 is not intended to deviate from applicable statutes of limitation and any surviving indemnity would be limited to claims that arise or have been caused during the contract term.
479	11/2/2020	11/17/2020	Volume II, Section 21.7		<p>21.7 provides for survival for indefinite term of, <i>inter alia</i>, warranties in Section 11 and indemnities in Section 18 as well as the Software Maintenance Option</p> <p><u>Question:</u> What does the survival of the Software Maintenance Option mean, to the extent that per the express terms of Section 2 it is to be exercised during the term of the contract?</p>	Although Software Maintenance Option is exercised during term of the contract, the survival language in Section 21.7 would apply to such Software Maintenance Option.

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480	11/2/2020	11/17/2020	Volume II, Exhibit 1		<p>Exhibit 1 – “Contract Term” is used in several sections of the Contract but is not defined. (E.g. 11.4.1 says General Warranty Period “shall extend for the full Contract Term.”)</p> <p><u>Question:</u> Does the Contract Term include the Software Maintenance Option periods, or is it only the initial work and the O&M phase?</p>	<p>References to the Contract Term should be read as to include the initial work and O&M Phase; provided, however, as it relates to the Software Maintenance Option, see language in Section 2.2.3 indicating the expected terms and conditions of TSP2’s obligations to maintain the Software during any Software Maintenance Option will be substantially the same as in the Contract relative to the provision of Software during the O&M Term.</p>
481	11/2/2020	11/17/2020	Volume II, Escrow Agreement, Section 1.1(a)		<p>Escrow Agmt, 1.1.a says “immediately upon execution of this Agreement, Depositor shall deposit Pre-Existing Software Source Code” and paragraph b requires an update during each implementation phase milestone. Typically in CBO contracts, the source code is deposited at Go-Live or System Acceptance. While the Pre-Existing Software Source Code certainly can be deposited upon execution, it won’t be useful to the user because the nature of road tolling solutions necessitates many interfaces being developed in order to link the Pre-Existing Software to the existing infrastructure at the project site.</p> <p><u>Question:</u> Will the Joint Board remove paragraphs a and b to</p>	<p>The Joint Board will consider revising Volume II Section 1.1(a) in an upcoming Addendum to deposit Source Code at System Acceptance.</p>

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					Section 1.1 and move forward with the industry standard of depositing Source Code at system acceptance?	
482	11/2/2020	11/17/2020	Volume II, Section 2.1.3.8		2.1.3.8. – Refers to a requirement to provide a certificate re, inter alia, convictions and civil judgements from “each affiliate of TSP2”, whereby “affiliate” is defined by reference to 29 CFR § 16.105. <u>Question:</u> Please confirm that as used in this provision the notion “affiliate” only applies to entities controlling the TSP2, not to entities under common control.	Confirmed.
483	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Would it be possible to provide the “calls offered” versus “calls answered” for 2018, 2019 & 2020?	No.
484	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Can you provide the “CSC Monthly Statistics” and “Correspondence” volumes for January 2020 through October 2020?	No.
485	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Can you provide the average handle time per month for the correspondence volumes?	No.

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486	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	In reference to the CSC monthly statistics, do the volumes provided for the WUCs include all interactions each month? For example, do the numbers include account management services, tag fulfilment requests and general customer support?	Confirmed.
487	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Are you able to provide the average handle time for the payment transactions and other customer service interactions provided for the WUCs? If not, would it be acceptable to use the AHTs provided for the CSC?	This information is not available.
488	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Regarding the volume of CSC phone calls provided on the monthly statistics document, are these inbound-only calls? If not, are there any outbound calls performed, and if so, what are those monthly volumes and AHTs?	Confirmed.
489	11/2/2020	11/17/2020	Vol III, Section 10	CSC Data	Is the volume of returned mail captured in the "Received Paper Correspondence" volume? If not, can you provide this volume?	No. This information will not be provided.
490	11/2/2020	11/17/2020	Vol III, Section 10, page 128	CSC Data	What is the monthly call volume of non-English speaking customer calls along with AHTs (2018, 2019 & 2020)?	The monthly call volume of non-English speaking customers is less than 5% of call volume.

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491	11/2/2020	11/17/2020	Form K, Section 24, line 4963	CSC-005	Regarding the requirement for CSRs to support marketing events, how many FTE would be required to support this? If this request impacted the ability to meet KPIs, would you be open to waiving the day support is requested?	Supporting marketing events will be dependent on the marketing event size and need. JBR will take into consideration TSP2 submittals any "forgiveness".
492	11/2/2020	11/17/2020	Volume 1, K-1, page 59	Training	Is the training material currently documented for the CSC and WUCs?	Training material should be provided by TSP2.
493	11/2/2020	11/17/2020	Volume 1, K-1, page 59	Training	If so, is the content up-to-date with the current business rules/policies?	Training material should be provided by TSP2.
494	11/2/2020	11/17/2020	Volume 1, K-1, page 59	Training	Can the current training material be made available to the TSP2? If so, at what stage of the project?	No.
495	11/2/2020	11/17/2020	Volume 1, K-1, page 59	Training	Based on the current BOS and training material, can you provide the length of training time for each module?	No.
496	11/2/2020	11/17/2020	Volume 1, K-1, page 59	Training	Is a knowledge base tool used today and does it contain work instructions/job aids? If so, who owns the tool and who maintains the content?	Should be provided by TSP2 if required.

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497	11/2/2020	11/17/2020	Volume 1, Section 1.2, page 6	Hiring	Are any of the existing staff currently working for the TSP1 allowed to transition to the TSP2?	JBR will not be responsible for the transition of any staff nor with the JBR facilitate and such transfer.
498	11/2/2020	11/17/2020	Volume 1, Section 5.1.10, page 38	Translation	If a language translation service is needed, can the cost be a pass-through?	Such a service will be considered.
499	11/2/2020	11/17/2020	Volume 1, Section 1.3.2 page 8	Image Review	Would it be possible to offshore non-customer-facing functions such as image review?	Yes.
500	11/2/2020	11/17/2020	Volume III Reference Information Documents Section 10 : CSC Data	CSC 2019 Monthly Statistics – CSC Phone Calls	For CSC staffing purposes, would the Joint Board please confirm whether the volumes provided for CSC phone calls answered pertains only to those handled by live agents? If the call volumes include calls handled by the IVR system and live agents, would it be possible to receive a monthly breakout of both?	Provided call volume does not include calls handled by the IVR.
501	10/31/2020	11/17/2020	VOLUME II CONTRACT Section 4 (4.3.1)		TSP2 and the Joint Board agree that as of the Execution Date, the amounts of Delay Liquidated Damages set forth in Exhibit 2 represent a good faith estimate as to a portion only of the potential actual damages that the Joint Board would incur as a result of a failure to commence Revenue Service by the Revenue Service Date and do not constitute a penalty.	Volume II Exhibit 2 will be updated in an upcoming Addendum.

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					Q: Exhibit 2 does not set forth any Delay Liquidated Damages. Will the Joint Board provide an addendum including such information?	
502	10/28/2020	11/17/2020	Volume II, Section 17.1.2		<p>Contract Section 17.1.2 says that the damages cap is "TBD" and the Joint Board's response to question number 53 stated that this maximum liability will be subject to negotiation between the Preferred Proposer and the Joint Board.</p> <p>Question: Please confirm that just as the cap in 17.1.1 for the period prior to system acceptance is equal to Initial Costs and therefore commensurate with the Performance and Payment Bonds in place during this period, so also the cap in 17.1.2 for the period after system acceptance is equal to the Total Operations and Maintenance Price for one year for the then current year of the Operations and Maintenance term, and therefore commensurate with the Performance and Payment Bonds in place during that period.</p>	<p>Confirmed. Bond should be equal to two years of O&M as indicated in Proposers price sheet.</p> <p>Volume II Section 17.1.2 will be updated in an upcoming addendum</p>

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503	10/29/2020	11/17/2020	RFP Vol.II. Main Contract; Sections 17.1.1 and 17.1.2	Limitation of TSP2's Liability	Sections 17.1.1. and 17.1.2. contain limitations of liability until System acceptance and thereafter. However, the values for such caps are not filled in. Please let us know about such values as they would have an impact on pricing which must be anticipated, bearing in mind the negotiation process with the preferred bidder does not allow any increase of the Contract Price according to Section 4.2 of the RFP.	Confirmed. Bond should be equal to two years of O&M as indicated in Proposers price sheet. Volume II Section 17.1.2 will be updated in an upcoming addendum
504	10/29/2020	11/17/2020	RFP Vol.II. Exhibit 2	KPI and Liquidated damages	Please clarify in such exhibit what relates to Performance Liquidated Damages, Performance Stipulated Damages and Delay Liquidated Damages as it is not totally clear.	The Key Performance Indicators described in Section 5.1.3 and detailed in Exhibit 2 would be applicable to any Performance Liquidated Damages or Performance Stipulated Damages. Unlike Performance Liquidated Damages, Performance Stipulated Damages are only assessed in the event a failure to meet the KPI results in a loss of toll revenue that, for reasons described in Section 5.1.5.2, are not ascertainable to the Parties. The Joint Board may clarify Section 5.1.5 in a forthcoming Addendum to clear up any confusion.