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 18, 2020

Key Dates

EVENT	DATE
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
505	10/30/2020	11/18/2020	Volume III, Section 12 Retention Policies, page 145		Question: The RFP provides URLs that point to state web sites. Could you please point to the exact retention guidelines applicable for this project?	All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.
506	11/2/2020	11/18/2020	Form M, Submitted Questions and Responses, answer #102 (from 10/30)	Answer to question #102 (10/30)	As with the RFP, the answer to question #102 simply provides a link to the Indiana and Kentucky record retention policies. Upon review of these two websites, they do not appear to contain specific record storage requirements for Tolling related operations. For example: How long must the TSP2 maintain the following, and it what format: customer payment information, customer statements, pay by plate invoices, violation notices, collection notices, Final Action	All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.

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					notices, general customer correspondence, RiverLink financial reconciliation reports, etc. Typically, Toll Authorities provide a specific schedule of retention requirements for both hardcopy and electronic storage.	
507	11/2/2020	11/18/2020	Form M Response 102		Form M Submitted Questions and ResponsesOctober 29, 2020: RiverLink follows the longer of the two States' retention policies. Indiana https://www.in.gov/iara/3266.ht m Kentucky https://kdla.ky.gov/records/recre tentionschedules/Pages/default. aspxWe have carefully reviewed the authority's response to question #102 regarding data retention policies and the URLs provided to both the Indiana and Kentucky data retention policies.Unfortunately, we were unable to ascertain a definitive answer based on these URLs. For example if you refer to the following URL https://researchindiana.iara.in.g ov/cgi- bin/appx.sh?ACTIONS_NAME= scheduleReport(SCH)&SCHED	All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.

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					ULE_RECORD_ID=964 you can see there are no specifics for us to follow for toll data retention. If the authority can provide specific details surrounding the existing data retention policy that would be appreciated. 1. For example, we are looking for a breakdown of the retention policy into grouping such as: a. Demographics, Vehicle information, Payments, cases, correspondence information – indefinite b. Transactional Data – seven years c. Paid video toll images – six months after payment date d. Disputed video tolls – Three years after transaction date e. Paid transponder toll images – three months after payment date f. Disputed transponder tolls – One year after transaction date	

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508	Received 11/2/2020	Responded 11/18/2020	Section Number Form M Response 102		Form M Submitted Questions and Responses October 29, 2020: RiverLink follows the longer of the two States' retention policies. Indiana https://www.in.gov/iara/3266.ht m Kentucky https://kdla.ky.gov/records/recre tentionschedules/Pages/default. aspx We have carefully reviewed the authority's response to question #102 regarding data retention policies and the URLs provided to both the Indiana and Kentucky data retention policies. In the current retention policy is there a differentiation between online and offline data retention?	Representative Response All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.
509	11/2/2020	11/18/2020	Form K;Retention, Archival, and Purging General Requirements; GSR- 201	Technical	The BOS shall provide functionality for an Authorized User to configure the period for the BOS to automatically archive. Comment: Please confirm how many years you intend to keep customer and transaction data online.	All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.
510	11/2/2020	11/18/2020	Form K;Retention, Archival, and Purging General	Technical	The BOS shall provide functionality for an Authorized User to configure the period for	All data except images must be retained for the length of the contract. Images for paid or

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			Requirements; GSR- 201		the BOS to automatically archive. Comment: Please confirm how many years you intend to keep customer and transaction data online.	dismissed transactions can be purged after 2 years from the paid or dismissed date.
511	11/2/2020	11/18/2020	Form K;Retention, Archival, and Purging General Requirements; GSR- 203	Technical	The BOS shall include functionality that will purge data from the Archive System on a schedule specified by an Authorized User. Comment: Please confirm how many years you intend to keep archived customer and transaction data.	All data except images must be retained for the length of the contract. Images for paid or dismissed transactions can be purged after 2 years from the paid or dismissed date.
512	11/2/2020	11/18/2020	ORB Volume I 20200929, Form O, page 106	Form O	Question: If a proposer does not submit Form O or take the stipend payment, will it then be able to retrieve its proof of concept materials, including all items listed in RFP Section 4.7.3, if they are not selected? That is, if Form O is not submitted, the Joint Board would not obtain any property rights over these materials and would not share the ideas and concepts contained therein with the selected TSP2?	Yes, Proposer is not required to sign the Stipend Agreement. To be clear, the \$200,000 Proof-of- Concept Stipend is intended to help cover costs for a selected Proposer that successfully participates in the Proof-of Concept but is not selected to be TSP2. By execution of the Stipend Agreement, Work Product not required to be returned to the Proposer shall become property of the Joint Board in consideration of the Joint Board's agreement to pay the Stipend, but it is not the intent of the Joint Board for this to include items that can be described as intellectual property. See Section 4.7.3 for a more generalized-list of items that can be considered work

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						product for the purposes of that Section and the Stipend Agreement. Furthermore, intellectual property rights and claims are specifically listed in Section 5.1.8 of the Contract as <u>not</u> being property that becomes ownership of the Joint Board. The Joint Board does not anticipate any changes to Section 4.7.3 of the Contract or Form O (Form of Stipend Agreement).
513	11/2/2020	11/18/2020	Vol. II, Section 3.8.1	Subcontractor evaluation points	In ORB Volume II, Section 3.8.1, there is a line item for subcontractors that is worth 75 points. Please clarify how those points will be allocated: a) if we submit a bid with no subcontractors; or if the subcontractor's scope is minimal.	In the event that no subcontractors are used, the points will be fully given. In the event that minimal subcontractors are used, the points will be based on the technical committee's review of the risks associated with the subcontractors and the type of work they are to do.
514	11/2/2020	11/18/2020	Volume I – Instructions PROCUREMENT OVERVIEW 1.5.1 Project Schedule (p6)	Administrative	 Procurement Schedule Table (p7): "Last date for Proposer submittal of questions regarding the RFP, as described in Section 2.3.1 – November 2, 2020." Question Will the Joint Board please consider allowing Proposers to submit administrative questions throughout the proposal preparation period? 	No.

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515	11/2/2020	11/18/2020	Volume I - Instructions General	Administrative	In many places the Proposer is requested to "certify" information. Question Please clarify that the authorized signature to a document, form, or statement serves as a "certification" or affirmation that the information provided is correct (i.e., notarization is not required in order to "certify").	Confirmed
516	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team (p60) Form B (1-3) (p60) and Volume I - Instructions EXHIBIT E PROP CHECKLIST Part 2 – Tech Proposal F. Project Team (p67)	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (4th paragraph): "The Proposal shall include copies of organizational documentation described in pages 5 through 7 of Form A (to be provided in Part 1 – General Info) for Proposer and Equity Members as well as other documentation required by Form B-2 (to be provided in Part 2 – Tech Proposal)" Question If organizational documentation information (see Question 3) is to be provided separate from Form B-2, will the Joint Board please amend Exhibit E to incorporate this as a separate response requirement under	Organizational documentation should be provided in Form B-2.

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					Part 2 –Tech Proposal / F. Project Team?	
517	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team Form B (1-3) (p60) and Volume I - Instructions EXH E PROPOSAL CHECKLIST (p67)	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (4th paragraph): "If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be TSP2, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 5 through 7 of Form A (to be provided in Part 1 – General Info) for such proposed entity." Question Please clarify if this response requirement (which is also included in Part 1 – General Information) is to be attached to Form B-2.	Yes, this should be included.

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518	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team Form B (1-3) (p60) and Volume I - Instructions EXH E PROPOSAL CHECKLIST (p67)	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (4th paragraph): "If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be TSP2, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 5 through 7 of Form A (to be provided in Part 1 – General Info) for such proposed entity." Question If this information is to be provided separate from Form B- 2 (see Question 5), will the Joint Board please amend Exhibit E to incorporate this as a separate	This information should be provided in Form B-2.
					response requirement under Part 2 – F. Project Team?	
519	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team Form B (1-3) (p60) and	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (5th paragraph): "If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary	The teaming agreement or key terms are to be part of the Appendices to Part 1.

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			Volume I - Instructions EXH E PROPOSAL CHECKLIST (p67)		of the key terms of the anticipated agreement." Question Exhibit E directs that the Proposer's Teaming Agreement or Key Terms are to be incorporated in "Part 1 – General Information Appendices." Will the Joint Board please clarify if this item is to be included in Part 1 – Appendices or Part 2.F Project Team or both?	

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520	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team Form B (1-3) (p60) and Volume I - Instructions EXH E PROPOSAL CHECKLIST (p67)	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (5th paragraph): "If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement." Question If Teaming Agreements are to also be included in Part 2 – F. Project Team (see Question 7), will the Joint Board please revise Exhibit E to incorporate this response requirement as a separate line item?	The teaming agreement or key terms are to be part of the Appendices to Part 1.
521	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Tech Requirements F. Project Team Form B (1-3) (p60) and EXH E PROPOSAL CHECKLIST (p67)	Technical Requirement Inconsistency in Direction	Form B (1-3). Proposer, Major Participants, Other Contractors Information (6th paragraph): "If the TSP2 is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the TSP2 indicating they will accept joint and several liability for the TSP2's obligations under the Contract. If the TSP2 is not a	Yes, the letter should be included in the Appendices of Part 1.

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					consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required."	
					Question Exhibit E / Part 2 - F. Project Team does not include this response requirement. Will the Joint Board please amend Exhibit E to incorporate this requirement as a separate line item?	
522	11/2/2020	11/18/2020	Volume I - Instructions EXH E PROPOSAL CHECKLIST (p66)	Administrative Inconsistency in Direction	Part 1 – Appendices Row 2 (p67): "Executed Contracts or Term Sheets / Heads of Terms." Question Since teaming agreements or key terms are also provided in the Appendices, will the Joint Board please clarify what additional information is required to respond to this line item?	Volume 1 Exhibit E, Appendices Row 2, Executed Contracts or Term Sheets/Heads of Terms will be removed in an upcoming Addendum.

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523	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirement F. Project Team Key Personnel (p61)	Technical Requirement	For the benefit of the Joint Board and to ensure that competitors are bidding key personnel with at least the same minimum experience/ qualifications, will the Joint Board please clarify the minimum experience requirements for each Key Personnel position?	No new additional requirements will be added for minimum staff experience.
524	11/2/2020	11/18/2020	Joint Board Response 2/ Question 4 (p2) and Volume I - Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirement F. Project Team K-4 Approach to Operations and Maintenance (p58)	Technical Requirements	Response to Question 4: "The Approach to Operations and Maintenance should include details of ongoing call center training, quality assurance and ongoing operations." Technical Requirements: The RFP response requirements for K-4 contain five (5) system O&M requirements. In addition, the Joint Board's response to Question 4 requires responses to three (3) additional CSC operational activities. Question Will the Joint Board please consider expanding the page limit from 10 to 20 pages so Providers can adequately address both BOS and Operational requirements?	Page limits will not be expanded.

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	Received	Responded	Section Number		NOTE: An increased page allowance for such a critical topic will assist the Joint Board in assessing the differences and differentiators across proposed competitor solutions that cover two (2) different spectrums of this opportunity, (i.e., System and Operational requirements).	Representative Response
525	11/2/2020	11/18/2020	Joint Board Response 2 to Question 32 (p7)	Administrative	 "Exhibit F along with Exhibit E will serve as the Table of Content." All forms (with the exception of Form M RFP Comment Form) are listed in Exhibit E Proposal Checklist and Exhibit F Required Forms. Exhibit E provides the Part # and order of the forms. It is redundant to Include both Exhibit E and Exhibit F as the Table of Contents. Question Will the Joint Board please consider the submission of only Exhibit E Proposal Checklist (which references the Proposal response section) as the Table of Contents and deleting the requirement for submitting Exhibit F as an additional Table of Contents? 	No. Both Exhibits will serve as the Table of Content.

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526	11/2/2020	11/18/2020	Volume I – Instructions PROCUREMENT OVERVIEW 1.5.1 Project Schedule (p6)	Administrative	Procurement Schedule Table (p7): The last date for the Joint Board responses is November 23 and the Proposal due date December 14 is only 3 weeks following the final submittal of the Joint Board responses. In addition, many of the responses indicate that an Addendum is forth coming, but nothing has been received to date. Question In order for Proposers to have sufficient time to review responses, addenda, and tailor our technical approach and pricing accordingly (with Addenda revisions to the RFP documentation), will the Joint Board please consider extending the due date by 5 weeks to January 19? NOTE: This will provide Proposers ample opportunity to analyze all revisions and propose a more thorough and innovative response.	No.

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527	11/2/2020	11/18/2020	Volume I – Instructions PROCUREMENT OVERVIEW 1.5.1 Project Schedule (p6)	Administrative	Question If an extension is granted, will the Joint Board please include a second round of questions so that Proposers have an opportunity to fully vet and understand the technical requirements following the issuance of Addenda that may result from the current round of questions?	The JBR will take this under consideration should an extension be given though there is no plan on issuing one at this time.
528	11/2/2020	11/18/2020	Volume II - Contract Exhibit 2 – CSC and BOS LDs Section III – CSC KPIs / LDs Item #5 (p165)	KPIs / LDs Customer Service	Item #5 requires: "abandoned calls not more than four percent (4%) abandoned after 45 seconds". Typically, when time to abandon is used as a metric, it is standard to match the time requirement to the telephone wait time metric (in this case 60 seconds). Question Will the Joint Board please change the abandon call metric from those that abandon after 45 seconds of electing to speak to a CSR to those that abandon after 60 seconds?	The KPI will not be changed.

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529	11/2/2020	11/18/2020	Volume II – Contract Exhibit 2 – CSC and BOS LDs Section III – CSC KPIs / LDs Item #21 (p168)	KPIs / LDs Reporting	Item #21 requires: One hundred percent (100%) accuracy for all financial and operational reports." A metric such as this with a 100% accuracy level is statistically unachievable over time. Question Will the Joint Board please change this requirement to any number less than 100%?	Given the nature of the KPI this is related to, the JBR will not change this requirement.

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530	11/2/2020	11/18/2020	Volume I – Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirements Form K: Tech Req Conform Matrix and Response to Question #8 (p2)	Technical Requirements 24. CSC Ops Customer Satisfaction Surveys CSC-087	CSC-087 requires: "TPS2 shall utilize customer satisfaction surveys to measure the quality of the service. Every customer contact or a percentage thereof as directed by the Joint Board Representatives shall be given the opportunity to participate in a survey following interaction with the CSC." Response to question #8: states "A CSAT tool is not required; however, the selected vendor is required to deliver survey responses." Question Will the Joint Board please confirm that the response to question 8 means that a CSAT tool or other survey method (although not required by TSP2) will be available and provided by others?	No. TSP2 is required to deliver survey responses. Whether TSP2 uses a CSAT tool or other survey tool to perform the surveys, TSP2 is required to provide the tool and deliver the results. No survey tool/method will be provided by others.
531	11/2/2020	11/18/2020	Volume I - Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirements Form K: Tech Req Conform Matrix	Technical Requirements 24. CSC Ops Collections CSC-127	CSC-127 requires: "TSP2 shall coordinate collection efforts with the Collection Agency." Question Will the Joint Board please provide the name of the collection agency?	There is no third-party Collection Agency today.

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532	11/2/2020	11/18/2020	Volume I - Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirements Form K: Tech Req Conform Matrix	Technical Requirements 24. CSC Ops Cash Mgmt CSC-160	CSC-160 requires: "TSP2 shall be responsible for providing armored courier services for the transfer of monies from the CSC to the bank." Question Is TSP2 required to provide armored courier services for WUCs?	Yes, TSP2 will be required to provide armored courier services for the Walk-Up Centers.
533	11/2/2020	11/18/2020	Volume II – Contract Section 9 – Insurance (p47)	Contract	 (First paragraph): "The insurance provided hereunder shall be available for the benefit of the Joint Board and TSP2 with respect to covered claims, but shall not be interpreted to relieve TSP2 of any obligations hereunder." Question Will the Joint Board please consider adjusting this statement to read as follows: "The insurance provided hereunder shall be available for the benefit of the TSP2 with respect to covered claims, but shall not be interpreted to relieve TSP2 of insurance or indemnity obligations under the Contract."?	At this time, the Joint Board does not anticipate revising the introductory paragraph to Section 9 of Volume II.

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534	11/2/2020	11/18/2020	Volume II – Contract Section 9 – Insurance 9.1.6 Professional Liability Insurance (p49)	Contract	 (Paragraph d): "The Joint Board, the States' Parties and the other Indemnified Parties shall be added as additional insureds for professional liability or errors and omissions insurance, but only for Losses (i) first made or incurred on or after the effective date of this Agreement and (ii) for vicarious or imputed liability of the additional insureds that results from wrongful acts committed solely by the named insured." Question Will the Joint Board please strike this section (9.1.6.d) since it is not possible to name a third party as an additional insured for professional liability on our corporate policy? 	The Joint Board will work with TSP2 and its existing insurance policies and issues where conflicting with the proposed terms of the Contract. However, at this time, the Joint Board does not anticipate removing section 9.1.6(d) of Volume II.
535	11/2/2020	11/18/2020	Volume II – Contract Section 9 – Insurance 9.2.2.1 Evidence of Insurance (p50)		"Upon the Joint Board's request in conjunction with a dispute, claim, item for which the insurance required hereunder is contemplated to cover and/or the Joint Board's reasonable belief that TSP2 has not complied with the requirements of this Section 9, TSP2 shall provide to the Joint Board certified, true and exact copies of each of the insurance policies (including renewal policies) required under this Section 9."	The Joint Board will work with TSP2 and its existing insurance policies and issues where conflicting with the proposed terms of the Contract. However, at this time, the Joint Board does not anticipate removing section 9.2.2.1 of Volume II.

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					Question Our internal corporate policy prohibits us from providing copies of our insurance policies. As such, will the Joint Board please strike the following language: "Upon the Joint Board's request in conjunction with a dispute, claim, item for which the insurance required hereunder is contemplated to cover and/or the Joint Board's reasonable belief that TSP2 has not complied with the requirements of this Section 9, TSP2 shall provide to the Joint Board certified, true and exact copies of each of the insurance policies (including renewal policies) required under this Section 9."?	
536	11/2/2020	11/18/2020	Volume II – Contract Section 9 – Insurance 9.2.2 Renewal Policies (p50)	Contract	"TSP2 shall promptly deliver to the Joint Board a certificate of insurance and copies of all endorsements with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such evidence of insurance shall be delivered not less than 5 days prior to the expiration date of any policy. If requested by the Joint Board from time to time,	The Joint Board will work with TSP2 and its existing insurance policies and issues where conflicting with the proposed terms of the Contract. However, at this time, the Joint Board does not anticipate removing section 9.2.2.2 of Volume II.

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		Responded			certified duplicate copies of the renewal policy shall also be provided." Question Will the Joint Board please strike the following language: "If requested by the Joint Board from time to time, certified duplicate copies of the renewal policy shall also be provided."? Alternatively, please modify the section such that duplicate copies of insurance certificates and endorsements may be required from time to time.	
537	11/2/2020	11/18/2020	Volume II – Contract Section 9 – Insurance 9.2.4 Endorsements and Waivers (p51)	Contract	"All insurance policies required to be provided by TSP2 hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation policy, only the following clause (c) shall be applicable:" Question Because certain policies, such as professional liability, Worker's Compensation, and Employer's Liability, don't allow for additional insureds, will the Joint Board please consider adjusting this statement to read:	The Joint Board will work with TSP2 and its existing insurance policies and issues where conflicting with the proposed terms of the Contract. However, at this time, the Joint Board does not anticipate removing section 9.2.4 of Volume II.

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					"All insurance policies required to be provided by TSP2 hereunder shall contain or be endorsed to comply with the following provisions, provided that, for the workers' compensation and employer's liability and professional liability policies, only the following clause (c) shall be applicable:"?	
538	11/2/2020	11/18/2020	Volume II Contract EXHIBIT 6-B PASS-THROUGH COST ITEMS	Transponder cost Fulfillment	Transponder retail packages are identified as items to be purchased by TSP2 as a Pass- through Cost Item, but no other types of transponders are listed. "Transponder Retail Packages" is commonly used to describe transponder packages that are made available at local retail outlets. These packages are typically different from a "transponder kit" that is usually provided to customers purchasing a transponder in a WUC or via mail. Question If all transponder fulfillments are NOT done using a "Transponder Retail Package" (see Question 18), please confirm TSP2 is not responsible for purchasing any other transponders, or that such transponders if required to be purchased by TSP2, will be subject to reimbursement as a Pass-through cost.	No. Transponder kit materials will be added as a Pass-Through Cost Item.

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539	11/2/2020	11/18/2020	Volume II Contract EXHIBIT 6-B PASS-THROUGH COST ITEMS	Transponder cost Fulfillment	Transponder retail packages are identified as items to be purchased by TSP2 as a Pass- through Cost Item, but no other types of transponders are listed. "Transponder Retail Packages" is commonly used to describe transponder packages that are made available at local retail outlets. These packages are typically different from a "transponder kit" that is usually provided to customers purchasing a transponder in a WUC or via mail. Question If TSP2 is required to purchase transponders, whether Transponder Retail Packages or otherwise, will TSP2 be doing so on behalf of the Joint Board (i.e. is there or will there be a transponder supplier under contract to the Joint Board)? NOTE: If TSP2 is required to purchase transponders under a separate agreement held by the Joint Board and as a non- reimbursable item, it is important for bidders to know	Transponders will be purchased by JBR.

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540	11/2/2020	11/18/2020	Volume II Contract EXHIBIT 6-B PASS-THROUGH COST ITEMS	Transponder cost Fulfillment	Transponder retail packages are identified as items to be purchased by TSP2 as a Pass- through Cost Item, but no other types of transponders are listed. "Transponder Retail Packages" is commonly used to describe transponder packages that are made available at local retail outlets. These packages are typically different from a "transponder kit" that is usually provided to customers purchasing a transponder in a WUC or via mail. Question Will the Joint Board please provide the current manufacturer of the transponders if TSP2 will be responsible for transponder procurement?	The JBR will be responsible for procuring the transponders.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
541	11/2/2020	11/18/2020	Volume II Contract EXHIBIT 6-B PASS-THROUGH COST ITEMS	Transponder cost Fulfillment	Transponder retail packages are identified as items to be purchased by TSP2 as a pass- through cost item, but no other types of transponders are listed. "Transponder Retail Packages" is commonly used to describe transponder packages that are made available at local retail outlets. These packages are typically different from a "transponder kit" that is usually provided to customers purchasing a transponder in a WUC or via mail. Question Will the Joint Board please allow all material costs associated with transponders, tag kits/inserts, shipping materials, extra Velcro, postage, etc.) to be included in Exhibit 6-B and invoiced by	Transponder kit materials will be added as a Pass-Through Cost Item.
542	11/2/2020	11/18/2020	Volume II - Contract	KPIs and LDs	TSP2 as pass-through costs? Image Processing Item 4	This KPI refers to the completed
			Exhibit 2 – "BOS and CSC System Key Performance Indicators and Liquidated Damages / Item #4 (p161)	Image Processing	Question Does this KPI refer to the 1 st and 2 nd reviewers or just the completed process of image review, including the 3 rd tiebreaker if needed?	process of image review, regardless of how many image reviewers.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
543	11/2/2020	11/18/2020	Volume II - Contract Exhibit 2 – "BOS and CSC System Key Performance Indicators and Liquidated Damages / Item #2 (p164)	KPIs and LDs Customer Service	 (Customer Service Item 2): Telephone wait time after electing to speak to a CSR is 80% within 60 seconds and is measured two (2) times per month. Question Is it the intent for this calculation to be cumulative for the reporting period or an average of each day in the reporting period? 	The intent is for this calculation to be cumulative for the reporting period.
544	11/2/2020	11/18/2020	Volume II - Contract Exhibit 2 – "BOS and CSC System Key Performance Indicators and Liquidated Damages / Item#6 (p165)	KPIs and LDs Customer Service	(Customer Service Item 6): WUC maximum wait time no more than 10 minutes. Question How many service windows are currently available at each WUC location?	Each WUC currently has four available service windows.
545	11/2/2020	11/18/2020	Volume III – Ref Info Docs Section 11: Example Reports (p108)	Example Reports	Chart 5 Payments by Location Type (FY 2019) shows a mobile van. This is also listed in RiverLink Business Rules CSC- TRM-012. Question If the mobile van is part of the contract requirements for TSP2 CSC Operations (see Question 27), please provide vehicle details and requirements and the extent in which the TSP2 needs to support?	Mobile van is not required.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
546	11/2/2020	11/18/2020	Volume I – Instructions Form G - Pricing Tab 4A Fixed Ops Detail	Pricing Tab 4A Fixed Ops Detail	Question Is it the intent and expectation for the CSC lease and maintenance costs be included in "Other Costs?"	TSP2 is to decide how/where their costs are allocated.
547	11/2/2020	11/18/2020	Volume I – Instructions Form G - Pricing Tab 4A Fixed Ops Detail	Pricing Tab 4A Fixed Ops Detail	Question When considering social distancing as it relates to facility sizing, to level the playing field among Proposers and lower pricing risk for Proposers and more importantly to JBR, it would be beneficial for both parties to evaluate the lease costs after contract award. Will the Joint Board please consider either removing the property lease costs from the pricing form or add it to the pass- through pricing list.	No.
548	11/2/2020	11/18/2020	Volume II – Contract 2 Exhibit 2 – "BOS and CSC System Key Performance Indicators and Liquidated Damages / Item #19 (p168)	KPIs and LDs Customer Service	(Financial Item #19) Question Will the Joint Board please clarify which party is responsible for procuring the SOC-1 Type 2 auditor?	These items are the responsibility of TSP2.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
549	11/2/2020	11/18/2020	Volume II – Contract 2 Exhibit 2 – "BOS and CSC System Key Performance Indicators and Liquidated Damages / Item #19 (p168)	KPIs and LDs Customer Service	(Financial Item #19) Question If the TSP2 is responsible (see Question 32), will the Joint Board please consider adding this item to the pass-through pricing list?	No.
550	11/2/2020	11/18/2020	Volume I - Instructions 1.3.1. Project Goals (p4)	Project Goals	 (1.3.1 Bullet 4): "To develop a new back office system ("BOS") capable of providing a "one account," customer-centric orientation including cumulative invoicing capability." Question Please clarify the term "one account", i.e. is this intended to only include the Customer Account Attributes as stated in Form K; or does this include post-paid accounts converting to prepaid as well?	The intent is to have a singular account number for a customer. This account can go in and out of pre-paid and post-paid status and will be driven by the various attributes that the system will have.
551	11/2/2020	11/18/2020	Volume I - Instructions 3.8.1 (p15)		Question How will the Joint Board allocate the 200 points for "Team Experience" in a Joint Venture? I.e., will the Joint Venture entity (all equity participants combined) be eligible for 125 points (prime) with the balance of the team (non JV members) eligible for the remaining 75 points (subs), or will the sponsoring entity of the Joint Venture be eligible for the 125	The Joint Board is unable to provide additional information on evaluation criteria above and beyond what was included in Volume I.

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					points (prime) and the non- sponsoring entity be eligible for the remaining 75 points (subs)?	
552	11/2/2020	11/18/2020	Volume I - Instructions C Financial Information (p50)		Our ultimate parent company is a publicly traded entity and files all financial statements as required by the SEC. The financially responsible entity is included in these financial statements Question To comply with the Financial Information section of the RFP, is it acceptable for us to include the consolidated public financial statements and the financial statements for the financially responsible entity or should Proposer just submit the financial statements for the financially responsible entity along with the Financially Responsible Party Letter of Support?	In this circumstance, the Joint Board would prefer inclusion of the consolidated public financial statements, financial statements for the financially responsible entity and with financially responsible party letter of support.

No.	Date	Date	Document and	Category	Comment(s)	Reserved for Joint Board
	Received	Responded	Section Number	Category		Representative Response
553	11/2/2020	11/18/2020	Volume II - Contract Exhibit 2 (p160)		Delay Liquidated Damages are referenced in various sections of the contract with a reference to Exhibit 2. Although some items in Exhibit 2 relate to LD's associated with failure to meet certain timeframes on select deliverables, the list doesn't seem to quantify (or specifically identify) the Delay Liquidated Damages the Joint Board would like Contractor to consider. Question Will the Joint Board please provide details for the Delay Liquidated Damages the Joint Board would like Contractor to consider?	An updated Exhibit 2 with revisions will be provided in an upcoming Addendum.
554	11/2/2020	11/18/2020	Volume I – Instructions Exhibit C / D. Technical Requirements / F. Project Team (p60)		"If the TSP2 is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the TSP2 indicating they will accept joint and several liability for the TSP2's obligations under the Contract. If the TSP2 is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required."	No.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
					Special Purpose Vehicles (SPVs) such as consortiums are often set up for each member to assume the full responsibility of their scope of work including any related LD's and other contract penalties that might be assessed. The Joint Boards bonding and guarantee requirements seem to be more than adequate to cover the contracted risk thereby making the need to accept joint and several liability a 3 rd layer of risk mitigation. Based on the way the Joint Board is organized and intends to pay the TSP2 invoices according to Section 12.3.2.6, it appears that neither KPTIA nor IFA are joint and severally liable for the payment of one another's portion of the invoice as they plan to make separate payments and for TSP2 to receive any payment TSP2 must acknowledge KPTIA and IFA are severable with each invoice submitted.	
					Question Will the Joint Board please consider removing the requirement for SPVs to be joint and several for TSP2's obligations?	

No.	Date	Date	Document and	Category	Comment(s)	Reserved for Joint Board
	Received	Responded	Section Number	Catogory		Representative Response
555	11/2/2020	11/18/2020	Pricing		Question Will the Joint Board please consider setting a minimum hourly wage rate for the production level CSRs?	No.
					NOTE: By setting a minimum pay rate for production level employees, the Joint Board will level the pricing playing field and ensure that a bidder doesn't "buy" the work by pricing minimum wages. In the long run, this approach will minimize turnover and loss of institutional knowledge which inherently increases productivity and efficiency.	
556	11/2/2020	11/18/2020	Pricing		Various elements of work during the mobilization period and beyond may be impacted by the current COVID 19 protocols. This would include travel, mobilization of key personnel, coordination and working meeting with the Joint Board staff, provisioning the new CSC, etc.	Proposers should base pricing on a non-COVID approach.
					Will the Joint Board please clarify whether proposers should develop their approaches and pricing based on the current COVID restrictions or should we plan and price a non-COVID approach and adjust in the future if necessary?	

No.	Date	Date	Document and	Category	Comment(s)	Reserved for Joint Board
557	Received 11/2/2020	Responded 11/18/2020	Section Number Volume II – Contract Change Orders to Initial Cost 13.7 and 13.8 (p74 – 75)		These sections have language that seem to compare all future cost changes to "Initial Work." It would seem equitable for the "Changes in the Work" section to apply to the entire contract period. Question Will the Joint Board please remove the phrases isolating these increases to "Initial Work" so that this section addresses the entire contract period? NOTE: Given the length of this agreement, any government- imposed cost increase should be recoverable by TSP2 at any point during the contract term.	Representative Response Although Sections 13.7 and 13.8 are particular as to Change Orders in regards to Initial Work, Proposer should note other sections of Section 13 (13.4 and 13.5, in particular) that relate to Change Orders generally and not limited to Initial Work.
558	11/2/2020	11/18/2020	Volume II Contract Change Order to Initial Cost 13.8.1.3 (p75) and 13.9.2 (p76)		There seems to be a circular issue with this section. This section exists because the "Parties cannot reach agreement" on the value of the Change Order. This clause doesn't offer up a solution for determining the Change Order value that's any different than the preceding paragraphs. To avoid getting into a scenario of endless unilateral changes it would seem prudent that an element of time and good faith negotiations be added to negotiating the Change Order prior to the Joint Board requiring	The Joint Board does not anticipate revising Section 13.8.1.3 of Volume II. In this circumstance, TSP2 would be compensated in accordance with Section 13.8.1.3 (on the basis of reasonable additional Cost or savings for the Work attributed to the Change Order).

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
		Responded			TSP2 to "promptly proceed" with the changed Work. This is of particular importance given 13.9.2 where the Joint Board could unilaterally select adjusting KPIs vs. paying for the	Representative Response
					actual cost of the change order. Question Is the Joint Board open to negotiating these terms to include a mutually agreeable timeline for Change Order negotiations along with eliminating the potential for a unilateral change that must be accepted by TSP2 without a clear path for pricing or	
					payment? As indicated in 13.8.1.3: "Work, and the payment or reduction, as applicable, shall be determined on the basis of the reasonable additional Cost or savings for the Work attributed to the Change Order. Costs for expenditures and	
					savings shall be calculated in accordance with the provisions of this Section 13.8.1.3. In such case, TSP2 shall keep and present, in such form as the Joint Board may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to review on an Open-	

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
					Book Basis and audit by the Joint Board." Question Please clarify that TSP2 will be paid for the change in cost attributed to a Change Order on a T&M basis while negotiating with the Joint Board on the final cost impact of a Change Order.	
559	11/2/2020	11/18/2020	Volume II – Contract Section 4.3.1, 4.3.2, and 4.4.2 (p31)		This section addresses some of the framework related to delayed liquidated damages and makes reference to contract sections that are either incorrect (4.6 referenced as an element of Delayed Liquidated Damages but this section doesn't exist in the contract, the reference to 4.4.2 also seems to be an error, and the reference to 4.9.1 is also a section that doesn't exist.) Delay liquidated damages are an important evaluation criterion – it's important for the bidders to understand the implications and potential costs associated with these elements of the contract. Question Will the Joint Board please review this section and the related schedules to clearly define these points and the Joint Board's expectations?	References to this section will be corrected in an upcoming Addendum.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
560	11/2/2020	11/18/2020	Volume II – Contract Section 12.6.3 Withholding of Payment Page 64		This section references Performance Liquidated Damages, Performance Stipulated Damages, and/or Delay Liquidated Damages in accordance with Sections 4.6.6, 4.6.7, and 4.6.12. These sections are not included in the contract. Question Will the Joint Board please consider updating the contract to include these sections to assist proposer with our evaluation?	References to Sections 4.6 will be corrected an upcoming Addendum.
561	11/2/2020	11/18/2020	Volume II – Contract Section 12.5.1 Operations & Maintenance Pass through items (p63) and 12.12.1 Additional Pass-through cost items (p68)		These sections reference section 12.13 for the establishment of the annual pass through budget. Section 12.13 isn't included in the contract. Question Will the Joint Board please add this section or remove the references and add the required content to another section?	References to Section 12.13 will be corrected an upcoming Addendum.
562	11/2/2020	11/18/2020	Volume II – Contract Exhibit 2 #20 under Financial (p168)		Question Will the Joint Board please confirm that the daily funds transfer to each specific bank account and the supporting reconciliation must be completed by 10:30 am for the	Confirmed.

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					previous business day's activities?	
563	11/2/2020	11/18/2020	Volume II – Contract Section 12.5.2 TSP2 Request for Adjustments to Operations & Maintenance (p63)		The contract describes a lengthy, detailed process for TSP2 to undertake after an extended period of time has lapsed under the contract for a price adjustment. The process as described also allows the request to time out with no acknowledgement or feedback required of the Joint Board related to the request. Question Will the Joint Board please consider amending this section to require the Joint Board to provide written acknowledgement and explanation from the Joint Board for its decision?	The Joint Board does not anticipate revising Section 12.5.2.
564	11/2/2020	11/18/2020	Volume II – Contract Section 12.6.4 Timing (p65)		 Timing. The Joint Board shall make payment, or cause payment to be made, within forty-five (45) days of receipt of an approved invoice from TSP2. Question Will the Joint Board please insert language that an invoice will be approved within a reasonable time after receipt – 10 days for example? 	The Joint Board does not anticipate revising Section 12.6.4.

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565	11/2/2020	11/18/2020	Volume II – Contract Section 14 Joint Board Suspension (p77)		Question Will the Joint Board consider working with the TSP2 vendor to define a path for payment for any work that is partially complete when the Joint Board unilaterally suspends the work? NOTE: This is of particular importance during the implementation stage where the TSP2 contractor is making significant commitments to 3 rd parties related to facilities and equipment.	The Joint Board does not anticipate revising Section 14.1 of Volume II. Adjustments of the Contract Price in the event of a Joint Board Suspension would be in accordance with a Joint Board Change Order under Section 13.
566	11/2/2020	11/18/2020	Volume II – Contract Section 15.2.5 Termination for Convenience (p79) and 15.4.6 Project Agreements (p82)		TSP2 is required to enter into long term lease agreements for the WUC and CSC facilities. For this reason, it is important that the Joint Board specifically include terms in this contract where these lease agreements are assignable to the Joint Board in the event of any termination. This will allow the TSP2 to specifically negotiate these assignment terms in the lease agreements and remove any ambiguity of responsibility for this cost if the Joint Board terminates the agreement. Question Will the Joint Board please add language requiring the Joint Board accept assignment of the	The Joint Board does not anticipate revising Section 15.2.5 or Section 15.4.6 of Volume II.

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					leases or pay any cost related to early termination of the leases?	
567	11/2/2020	11/18/2020	Volume II – Contract Section 15.7.1 (p84)		Question Will the Joint Board please confirm that the Joint Board would reimburse TSP2 for all the cost incurred for purchase of equipment, hardware, software, etc. and securing of leases and leasehold improvements where such cost was incurred for the sole purpose of being incorporated into this program for the Joint Board?	The Joint Board would determine if such costs would be applicable under particularly Sections 15.7.1 and/or 15.7.2.
568	11/2/2020	11/18/2020	Volume II – Contract Section 15.7.1 (p84)		Question Will the Joint Board engage in good faith negotiations to work through a comprehensive list of cost categories/items the Joint Board would reimburse TSP2 for in the event of a termination during the Initial Work and O&M Work?	The Joint Board would determine the amount payable in such circumstance and in accordance with Section 15.7.1.
569	11/2/2020	11/18/2020	Response to Question 62		The Joint Board's response to Question 62 references RFP Volume I Exhibit B Part 1.C.c (p54). Below is an excerpt from this section stipulating the Guaranty requirement – please note, in all case the word guaranty is not capitalized, therefore not a defined term per the contract. Question a:	All instances of "guaranty" refer to any guaranty that may be required under RFP Exhibit B, Part 1.C.c. Capitalization of that term is not necessary. A guaranty <u>is only required</u> as part of a Proposal if the circumstance described in RFP Exhibit B, Part 1.C.c are met. In that circumstance, a Financially Responsible Party Letter would also be required.

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	Robolitou	Reopenada			Will the Joint Board please	
					clarify if and where the word	
					guaranty should be capitalized	
					in this section?	
					A guaranty of TSP2's obligation	
					under the Contract is required	
					under the following	
					circumstances: (i) Proposer	
					provided the financial	
					statements of another entity in	
					the Responsibility Information	
					as a means, in whole or in part, to demonstrate its financial	
					capacity and capability to undertake the Project; (ii)	
					TSP2's organization is a newly	
					formed corporation or a limited	
					liability entity, (iii) Proposer is	
					not the ultimate parent entity in	
					its organizational/corporate	
					structure; and (iv) the form of	
					organization of Proposer and/or	
					the financially responsible	
					parties comprising Proposer	
					changes and the Joint Board,	
					determines, in its sole	
					discretion, to require a	
					guarantor as a condition to	
					approving such change.	
					Item (i), (ii), (iii) above are	
					addressed in the "Financially	
					Responsible Party Letter of	
					Support section on page 51.	
					This section indicates that the	
					proposer must provide a	
					Financially Responsible Party	

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	Received	Responded	Section Number		Letter in those circumstances and "the Joint Board may, in its discretion based upon the review of the information provided herein, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Contract". Question b: The instructions above from page 51 indicate the guaranty is required as a condition precedent prior to qualification or award. The placement of the word qualification makes these instructions confusing as it can be interpreted that without the Guaranty the Proposer won't qualify. Additionally, the instructions seem to make it clear that the Joint Board will review the submittals to determine if a Guaranty is necessary. Please clarify this point. Does the Proposer need to submit a Financially Responsible Party Letter and Guaranty with the proposal in the case of (i), (ii), and (iii) as described in RFP Volume I page 54?	Representative Response
					Question c:	

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					Or is Volume I page 54 only for the contract award phase and not the proposal phase – i.e. does the Proposer just need to provide a Financially Responsible Party Letter with the proposal and the Joint Board will evaluate if a Guaranty is required to be provided for the Contract?	
570	11/2/2020	11/18/2020	Volume I - Instructions Exhibit C Part 2 Approach to CSC Workforce Management (p59)		"Discuss activities, processes, and methodology used to manage labor" Question Given this requirement, does the Joint Board want Proposers to explain aspects of managing labor to include: recruiting, hiring, benefits, training, performance reviews, etc.; or, does the Joint Board just want Proposers to describe the activities, processes, and methodologies specific to the Work Force Management function for this project?	No further explanation will be given other than what is included in Volume I. TSP2 should determine specifics of their Work Force Management.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
571	11/2/2020	11/18/2020	Volume II - Contract Section 19.3 Disputes Governed by this Section: Disputes; Priorities (b) (p106)		It would appear that TSP2 is required to follow the dispute resolution procedures or their claim is invalidated. However, the same diligence isn't required of the Joint Board to invalidate their claim. Question Will the Joint Board please consider making (b) mutual or eliminate the paragraph such that the Parties are treated equally?	The Joint Board does not anticipate revising Section 19.3. of Volume II
572	11/2/2020	11/18/2020	Work at home scenarios		Question Is the Joint Board open to TSP2 operating the CSC with a combination of agents working from the brick and mortar CSC as well as a population of work at home agents, and if so, how would the Joint Board like this scenario presented in the proposal response?	Proposers should determine how they want to manage their staff and what location(s) they work from.
573	11/2/2020	11/18/2020	Volume II - Contract Section 12.5.2 TSP2 Requests for Adjustments to Operations and Maintenance Price (p63)		The process described in section 12.5.2 could have unintended consequences for the TSP2 employees and the Joint Board. The cost of living increases that will be necessary to attract and retain employees will likely be 2.5% - 3.0% per year and will easily fall below the 10% cost increase threshold over the first 3 years and every 2 years thereafter. This places	Section 12.5.2 is meant to be for the potential benefit of TSP2 in the event such conditions are met. The Joint Board is under no obligation to approve any such requested change and does not anticipate revising Section 12.5.2 of Volume II.

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	Received	Responded	Section Number		employees at risk of not receiving cost of living increases which will impact employee retention, level of service, and the Joint Board's reputation. The Joint Board could instead replace the process described in 12.5.2 with a straight-forward method of escalating Year 1 and subsequent year(s) cost through the application of the appropriate CPI. This could include a methodology where a rolling 5 or 10 year average is used to offset any single year anomaly index spikes for any given year. Question Will the Joint Board please consider receiving all pricing in	Representative Response
					Year 1 US\$ and modifying 12.5.2 to include annual increases based on an appropriate index (regional CPI) to accommodate real cost increases over the contract term?	
574	11/2/2020	11/18/2020	Volume I – Instructions 3.4.1.1 Initial Price Evaluation (p12)		This section states: "After completion of, or concurrently with, the pass/fail and responsiveness review, the PEC will review Price Proposals pursuant to Section 3.8.2 and develop an initial price score for each proposal." This statement is also contained in the technical	Price and technical reviews will be conducted by different individuals who will not be involved with the other review.

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		nooponuou			evaluation section. To ensure fairness in the overall proposal evaluation process, it is common for price proposals to be opened after the completion of scoring for the technical proposals.	
					Question Will the Joint Board please revise this section to state that price proposals will only be opened and scored after technical scoring has been completed and recorded?	
575	11/2/2020	11/18/2020	Volume I – Instructions 3.8.2 Price Scoring (p16)		 "*The PPEC will use the same quantity estimates for all Proposers;" Question Will the Joint Board please provide the quantity estimates to be used by the PPEC? 	These quantities will not be provided.
576	11/2/2020	11/18/2020	Volume I – Instructions Form G Price Forms Table 3 Variable Operations Costs Volume III – Reference Information Documents Section 9 – Traffic Data	Clarification	 On Form G Table 3, there are 5 variable pricing elements. 1. IOP transactions from away + transponder-based ORB transactions. 2. Posted ORB VTolls 3. Posted image-based ORB transactions 4. Image-based ORB transaction not posted to an account 5. Monthly billings paid before 	The intent of item 4 is to pay TSP2 for transactions that were reviewed that were ultimately coded off. Code off details can be found in Volume III.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
					collections In order to develop an accurate model and forecast for the ORB operation, Proposers require historical data that can be tied to the variable price form. Most of the items 1-5 can be estimated based on the data provided. For example, Proposer assumes that item 1 above ties to the two columns under Transponder Based Transactions on the Transaction Processing by Month tab in Section 9 Traffic Data (Volume III). Item 2 above ties to the two vToll columns and 3 ties to the Posted Video Transaction column. Please clarify if this is incorrect. Question Will the Joint Board please clarify where historical data that is relevant to Item 4 above – Image-based ORB transactions not posted to an account can be found?	
577	11/2/2020	11/18/2020	Volume I – Instructions Form G Price Forms Table 3 Variable Operations Costs Volume III – Reference Information Documents	Clarification	 On Form G Table 3, there are 5 variable pricing elements. 6. IOP transactions from away + transponder-based ORB transactions. 7. Posted ORB VTolls 8. Posted image-based ORB transactions 9. Image-based ORB 	The intent of item 4 is to pay TSP2 for transactions that were reviewed that were ultimately coded off.

No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
			Section 9 – Traffic Data		transaction not posted to an account 10. Monthly billings paid before collections In order to develop an accurate model and forecast for the ORB operation, Proposers require historical data that can be tied to the variable price form. Most of the items 1-5 can be estimated based on the data provided. For example, Proposer assumes that item 1 above ties to the two columns under Transponder Based Transactions on the Transaction Processing by Month tab in Section 9 Traffic Data (Volume III). Item 2 above ties to the two vToll columns and 3 ties to the Posted Video Transaction column. Please clarify if this is incorrect. Question If this data <i>(requested in Question 77)</i> has not been provided, will the Joint Board please provide the data in similar format and timeframe currently provided in the Transaction Processing by Month table included in Section 9 Traffic Data?	

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578	11/2/2020	11/18/2020	Response to Question 38	Inconsistency	"The CSC Lease is not a Pass- Through Cost." Question Will the Joint Board please explain why the CSC facility costs would not be a pass- through while the WUC facility costs are considered pass- through?	CSC size, location, shared facility, etc. are all variables that the JBR has limited ability to control based on the proposed response by TSP2. TSP2 will need to determine these factors and price accordingly.
579	11/2/2020	11/18/2020	Volume II - Contract Section 11.6 (p58)	Warranty	The warranty rights of the Joint Board are extensive and include the ability to step in at TSP2's cost should TSP2 not remedy warranty issues. As such, Proposer requests that the first sentence of Section 11.6 be revised to state that the remedies provided for Section 11.5 be the Joint Board's sole and exclusive remedy with regards to warranty issues.	The Joint Board does not anticipate revising Section 11.6.
580	11/2/2020	11/18/2020	Volume II – Contract Section 12.7 (p65)	Interest	Proposer requests the first sentence of Section 12.7 be revised to say "Any undisputed amount required to be paid by TSP2"	The Joint Board does not anticipate revising Section 12.7.
581	11/2/2020	11/18/2020	Volume II – Contract Section 13.6.1 (p73)	Excusable Delays	This section provides for schedule relief in the event of an Excusable Delay but doesn't take into consideration the potential for TSP2 to incur additional cost as a result of the Excusable Delay.	The Joint Board does not anticipate revising Section 13.6.1.

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				Proposer requests that Section 13.6.1 "Entitlement" be modified to allow TSP2 to be eligible for adjustments in Contract Price for cost impacts incurred as a result of an Excusable Delay.	
11/2/2020	11/18/2020	Volume II – Contract Section 13.6.2.1 (p73)	Excusable Delays	We are unable to find a definition of "Force Majeure" or "Force Majeure Events" in the Contract.	Force Majeure definition will be added to Volume II Exhibit 1 as part of the upcoming Addendum.
				Proposer requests a definition of "Force Majeure Events" be established in the Contract and include, at a minimum, the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities; (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work.	
11/2/2020	11/18/2020	Volume II – Contract Section 18.1.3(b) (p100)	Indemnificatio n	TSP2 should not be required to indemnify the Joint Board for any reason brought about by the Joint Board breach of Contract. Proposer requests deletion of the word "material" from Section	The Joint Board does not anticipate revising Section 18.1.3(b).
	Received	ReceivedResponded11/2/202011/18/2020	ReceivedRespondedSection NumberImage: RespondedSection NumberImage: RespondedImage: Responded11/2/202011/18/2020Volume II - Contract Section 13.6.2.1 (p73)Image: RespondedImage: RespondedImage: RespondedImage: RespondedImage: RespondedImage: RespondedImage: RespondedImage: RespondedVolume II - Contract Section 18.1.3(b)	ReceivedRespondedSection NumberCategory11/2/202011/18/2020Volume II - Contract Section 13.6.2.1 (p73)Excusable Delays11/2/202011/18/2020Volume II - Contract Section 13.6.2.1 (p73)Indemnificatio n	Received Responded Section Number Category Comment(s) Image: Comment (s) Section Number Category Comment (s) Image: Comment (s) Section Number Proposer requests that Section 13.6.1 "Entitlement" be modified to allow TSP2 to be eligible for adjustments in Contract Price for cost impacts incurred as a result of an Excusable Delay. I1/2/2020 11/18/2020 Volume II – Contract Section 13.6.2.1 (p73) Excusable Delays We are unable to find a definition of "Force Majeure" or "Force Majeure Events" in the Contract. Fromoser requests a definition of "Force Majeure Events" in the Contract. Proposer requests a definition of "Force Majeure Events" be established in the Contract and include, at a minimum, the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities; (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work. 11/2/2020 11/18/2020 Volume II – Contract Section 18.1.3(b) (p100) Indemnification nearing the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joint Board for any reason brought about by the Joi

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584	11/2/2020	11/18/2020	Volume II – Contract Section 21.5.2 (p125)	Successors and Assigns	Proposer requests that addition of the following to the end of each sentence in section 21.5.2: "which will not be unreasonably withheld."	The Joint Board does not anticipate revising Section 21.5.2.
585	11/2/2020	11/18/2020	Volume II – Contract Section 5.1.3(b)(iv) (p35)	Key Performance Liquidated Damages	Beyond the proportional extent caused by TSP2, TSP2 should not be liable for payment of Performance Liquidated Damages for shutdown or delay where there are contributory acts of others that attributed to the failure to meet the Guaranteed Key Performance Indicator(s). Proposer requests the removal of the words "sole", "directly", and "solely" from Section 5.1.3(b)(iv).	The Joint Board believes the language in Section 5.1.3(b)(iv) is intended to limit TSP2's responsibility in the event such shut down or delay of the Project is caused by the contributory acts of others that attributed to the failure of TSP2 to meet Guaranteed Key Performance Indicators. Accordingly, the Joint Board does not anticipate revising Section 5.1.3(b)(iv).
586	11/2/2020	11/18/2020	Volume II – Contract Section 5.1.5.1(a) (p35)	Key Performance Stipulated Damages Generally	There are several references throughout Volume II to various Sections and Subsections of 4.6. However, the referenced sections do not appear in the contract documents provided. Proposer requests clarification. (examples include references to Sections 4.6, 4.8, 4.6.7.1, 4.6.7.2 and several others)	References to Sections 4.6.x will be corrected in an upcoming Addendum.
587	11/2/2020	11/18/2020	Volume II – Contract Section 14.1 (p77)	Suspension	Proposer requests the first sentence of Section 14.1 be revised to say: "The Joint Board may, in its own discretion, at any time and from time to time	The Joint Board does not anticipate revising Section 14.1.

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					and for any reason, by written notice, order TSP2 to suspend all or any part of the Work required under the Contract Documents for the period of time that the Joint Board deems appropriate, <i>but not to exceed</i> <i>ninety (90) consecutive days.</i> "	
588	11/2/2020	11/18/2020	Volume II – Contract 16.1.1(e) (p89)	Events and Conditions Constituting Default	The Contract provides for other remedies and recourse to correct minor instances of non- compliance including the warranties. As such, these remedies should be pursued and TSP2 should not be held in Default in the event of immaterial breach. Proposer requests the beginning of Section 16.1.1(e) be revised to say "TSP2 <i>materially</i> breaches any other agreement"	The Joint Board does not anticipate revising Section 16.1.1(e).
589	11/2/2020	11/18/2020	Volume II – Contract 2.2.3 (p16)	Software Maintenance After Termination	In the event the Joint Board elects to extend Software Maintenance beyond the contract termination, Proposer requests that Contractor's Software Maintenance obligations be assigned or assignable to TSP2's dedicated software subcontractor after the termination of the Maintenance and Operation Term or earlier termination of the Contract or	Provisions of Section 21.5.2 would apply.

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					within 2 years of said termination.	
590	11/2/2020	11/18/2020	Volume II – Contract 13.6 (p73)	Excusable Delays	Proposer requests clarification as to whether a Joint Board Caused Delay qualifies as an excusable delay under 13.6.2. If it does not, Proposer requests Joint Board Caused Delays to be included as an Excusable Delay event.	Yes, a Joint Board-Caused Delay would potentially qualify as an Excusable Delay under Section 13.6.2.
591	11/2/2020	11/18/2020	Volume II – Contract 13.6 & 13.7 (p74 & 75)	Delays/Chang e Orders	Proposer requests clarification on whether cost and schedule relief is available for delays caused by others (e.g. utility companies, TSP1) to the extent such delays are beyond TSP2's reasonable control. To the extent relief for such delays is not provided for in Sections 13.6 and 13.7, TSP2 requests their inclusion.	Yes, and in such scenario it would fall such would fall under Joint Board Change Order (13.6.2.4; 13.7.1.4).
592	11/2/2020	11/18/2020	Volume II – Contract 13.6.1	Entitlement to Change Orders	Section 13.6.1 provides for adjustment of Project Milestone Dates and the Revenue Service Date only. Proposer requests this section be modified such that the Contractor is entitled to cost relief in the event an Excusable Delay results in TSP2 incurring unforeseen additional cost subject to reasonable mitigation measures being taken by TSP2.	The Joint Board does not anticipate revisions to Section 13.6.1 of the Contract, which is directed specifically towards adjustments to Progress Milestone Dates or Revenue Service Date, as applicable, due to Excusable Delay. In conjunction with such an occurrence, TSP2 would be entitled to a TSP2 Initiated Change Order (including proposed adjustments to price), pursuant to Section 13.5.

No.	Date	Date	Document and	Category	Comment(s)	Reserved for Joint Board
593	Received 11/2/2020	Responded 11/18/2020	Section Number Volume II – Contract 11.6 (p58-59)	No Limitation of Liability	This Section requires TSP2 to remain liable until the expiration of all Warranties. As written, this could include equipment warranties that have been assigned to the Joint Board as required under the Contract. Proposer requests this section be modified such that TSP2s liability terminates upon assignment of equipment warranties to the Joint Board and expiration of other warranties.	Representative Response The Joint Board does not anticipate revising Section 11.6 of Volume II.
594	11/2/2020	11/18/2020	Volume II – Contract 11.5.2 (p58)	Failure to Reperform, Correct or Repair.	This Section allows the Joint Board to step in and cause repairs in the event TSP2 is not diligent in doing so within reasonable time of notice of its failure to meet the Performance Standards. We understand the need to correct Performance Standard deficiencies but have concern that TSP2 might dispute the claim of a Performance Standard violation and ultimately be responsible for the cost actions taken by the Joint Board before the dispute is resolved. Proposer requests that this section be modified such that in the event a Performance Standard is disputed and the impact of the alleged failure	Section 11.5.2 is narrowly tailored to circumstances by which TSP2 has received a Breach of Standards of Performance Notice and either states (or by action or failure to act indicates) that it is unable or unwilling to proceed with corrective action within the five business days. With that in mind, the Joint Board does not anticipate revising Section 11.5.2 of Volume II.

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					does not result in material consequences or create a dangerous condition, the Joint Board is precluded from stepping in subject to the completion of the Dispute Resolution Process.	
595	11/2/2020	11/18/2020	Volume I – Instructions Form G Price Forms Table 3 Variable Operations Costs and Volume I – Instructions 3.8.2 Price Scoring (p16)		Table 3 requires bidders to select their own minimum and maximum volume tiers.Section 3.8.2 states "*The PPEC will use the same quantity estimates for all Proposers;"Requiring bidders to select their own minimum and maximum volume tiers will make it difficult for ORB to evaluate bidders that use tiers that are significantly different than other bidders. Additionally, if the PPEC uses the same quantity estimates for their evaluation of prices, there will be additional complications in their evaluation. However, if the Joint Board were to set the minimum and maximum tiers (even if it were for evaluation purposes only), all bidders will be on the same "playing field" and the price evaluation purposes only, the tiers can be agreed upon and changed between the	The minimum and maximum values in the various tiers in Table 3 of Form G are to be determined by the Proposer as indicated.

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					parties as necessary following Contract award.	
					Question Will the Joint Board please designate the minimum and maximum tiers on Form G Table 3?	
596	11/2/2020	11/18/2020	Volume II – Contracts 3.1.8 (p28)	Approval/ Disapproval Process	To clarify that review times for documents is extended only for those documents under review at the time of a Force Majeure Event, Proposer requests the following sentence be added to Section 3.1.8: "Such extension shall only apply to submissions currently under review at the time of the Force Majeure Event."	A definition of "Force Majeure Event" will be included in a forthcoming addendum. The Joint Board does not view the proposed revision to Section 3.1.8 as necessary, as the language would infer that any extensions of time periods would be only for such instances that were applicable during a Force Majeure Event.
597	11/2/2020	11/18/2020	Volume II – 7.2.3	Subcontracts	There are several scenarios under which the Joint Board may accept assignment of Subcontracts. With the exception, perhaps, of assignment as the result of TSP2 non-curable Default, TSP2 should not be subject to liability for assigned Subcontracts. Proposer requests that the last sentence of Section 7.2.3 be revised to say: "No such assignment shall release or relieve TSP2 from its obligations or liabilities under the assigned <i>Subcontract that accrued before</i>	The Joint Board will consider revising Section 7.2.3.

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					the date of assumption by the Joint Board"	
598	11/2/2020	11/18/2020	Volume II – contract Section 3.3.1	Disclaimer	3.3.1. Reads as follows: "TSP2 understands and agrees that the Joint Board shall not be responsible or liable in any respect for any Losses whatsoever suffered by any TSP2-Related Entity by reason of any use of any information contained in the Reference Information Documents, or any action or forbearance in reliance thereon, except to the extent that the Joint Board has specifically agreed in Section 13 that TSP2 shall be entitled to an increase in the Contract Price and/or extension of a Completion Deadline with respect to such matter. TSP2 further acknowledges and agrees that (a) if and to the extent TSP2 or anyone on TSP2's behalf uses any of said information in any way, such use is made on the basis that TSP2, not the Joint Board, has approved and is responsible for said information, and (b) TSP2 is capable of conducting and obligated hereunder to conduct any and all studies, analyses and investigations as it deems advisable to verify or supplement said information, and that any use of said	The Joint Board does not anticipate revising Section 3.3.1 of Volume II. As described in Section 1.3, the Joint Board's interim or final answers to questions posed shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents except to the extent they may clarify provisions otherwise considered ambiguous

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	Received	Responded			information is entirely at TSP2's	Representative Response
					own risk and at its own	
					discretion."	
					Proposers must have the ability	
					to base their bid on something	
					and the information in the	
					reference material should be a	
					reasonable indicator and be	
					considered in bidder's	
					assumptions as it relates to	
					many factors, including work	
					and transaction volumes,	
					associated staffing levels	
					required, etc. The proposer is	
					put at an even further	
					disadvantage by the fact that	
					the Joint Board is effectively	
					disclaiming its response to	
					bidders' questions. In this case,	
					with the exception of the	
					incumbent contractor, bidders	
					are unable to perform a	
					reasonable assessment or	
					analysis as set forth in (b) of the	
					requirement because that	
					analysis would include the	
					review of reliable historical data	
					and the ability to rely on	
					responses to questions. It is	
					unreasonable for bidders to be	
					placed in a position of having no	
					choice but to take the risk of	
					relying on information that the	
					Joint Board provided but won't	
					stand behind.	
					Stario Definio.	
					Question/Request a:	

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					Proposer requests that the Joint Board modify this section such that reasonable consideration can be given to the use of the reference documents provided.	
					Question/Request b: Proposer requests that the Joint Board allow proposers to rely on the Joint Board's response to questions since the Joint Board is effectively the only source from which bidders can obtain clarity and information required to develop a reasonable and responsive proposal.	
599	11/2/2020	11/18/2020	Volume I 1.3.2 Page 5		Department of Motor Vehicles and interfaces to obtain registered owner information Please provide a list of current jurisdictions where RiverLink has an existing direct interface relationship to support ROV processing.	Indiana and Kentucky.
600	11/2/2020	11/18/2020	Form K - Requirements Req # IMI-037		Workforce Manager and Training Manager - local requirement. Will the Board consider removing the local requirement for these two positions to enable the proposer's ability to utilize more skilled personnel to perform related activities?	No.

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601	11/2/2020	11/18/2020	Form K - Requirements Req # IMI-037		Workforce Manager and Training Manager - dedicated requirement. As related to these two positions, does the Board require 100% allocation to this project? Or is the intent to provide dedicated services for workforce management and training that meet/exceed related SLA requirements for customer services?	Unless resources have been defined in Form K as dedicated, it is up to TSP2 to decide how much time these positions will be needed/required.
602	11/2/2020	11/18/2020	Form K - Requirements Req # IMI-037		Deputy Project Manager Are the key personnel requirements for the Deputy Project Manager applicable to both the Implementation and O&M phases of the project?	Yes

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603	11/2/2020	11/18/2020	Form K - Requirements CAM-004		 ·detailed Traffic Transaction (including images and video of each crossing), Financial Transaction and Event Transaction information, To display the link to the video, will the TSP2 receive video for every transaction? Or will the TSP2 only receive a link to the video? If the TSP2 is provided the video, please define the required retention duration, noting that there is another requirement to provide the video for the Administrative Hearing. 	Only images will be provided in detailed Traffic Transactions. The Form K requirement will be updated in an upcoming Addendum.
604	11/2/2020	11/18/2020	Form K - Requirements GSR- 085		The BOS shall provide an Authorized User the capability to create and maintain (change and remove) the Joint Board internal locations. Please define "Joint Board internal locations" and provide a couple of examples to illustrate.	This will be driven by workshops and discussions with TSP2.
605	11/2/2020	11/18/2020	Form K - Requirements CSC-031		TSP2 shall follow the Custody and Revenue Control Manager Agreement to comply with it. Will the Authority please provide the Custody and Revenue Control Manager Agreement?	Reference Volume II, Section 6.1.

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606	11/2/2020	11/18/2020	Form K - Requirements IMI-003		TSP2 shall manage all project- related deliverables in the Electronic Document and Content Management System (EDCMS) provided by the Joint Board Representatives. Which EDCMS is the JRB planning to provide for use by the vendor?	Currently, the JBR uses Box.
607	11/2/2020	11/18/2020	Form G - Pricing 1A Initial Detail Tab		Description stated is the cell B17 is "31" Please provide the correct label for section 1.3.	The 1A Initial Detail Label in Form G Pricing Form will be updated in an upcoming Addendum.
608	11/2/2020	11/18/2020	Volume III CSC Data		Can you provide same statistics for January - September 2020?	2020 CSC data is unavailable.
609	11/2/2020	11/18/2020	Volume III CSC Data		Will the Authority accept soft copies of the statistics?	No.
610	11/2/2020	11/18/2020	Volume III CSC Data		Walk Up Center (WUC) Monthly Totals - Wil the Authority please provide the payment stats, grouped by payment type, such as cash, check, CC, ACH, etc.?	Additional payment statistics will be provided in an upcoming Addendum.
611	11/2/2020	11/18/2020	Volume III Administrative Hearing Requests		Will the Authority please clarify who currently performs this function?	Once the required information by TSP2 is provided, the JBR will handle the hearing.
612	11/2/2020	11/18/2020	Volume III 5		Does "Phone (Customer)" mean IVR?	Yes. Sample reports are representing samples only.
613	11/2/2020	11/18/2020	Volume III 5		Will the Authority please provide counts of transactions in addition to dollars?	No. Sample reports are representing samples only.

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614	11/2/2020	11/18/2020	Volume III 12		Will the Authority please provide the longest of the two data retention policies between KY and IN to allow for proposers to plan and size accordingly?	All data will need to be retained for the length of the contract.
615	11/2/2020	11/18/2020	Volume III Received Correspondence		Will the Authority please provide the outbound correspondence counts by notification type and delivery method (email, print, etc.)?	Information has been included in Volume III.
616	11/2/2020	11/18/2020	Volume III Tables		Will the Authority please confirm if the "Total" (4th column) shows the total number of Plate transactions?	Unclear what table is being referenced.
617	11/2/2020	11/18/2020	Form G - Pricing 3 Variable Operations Tab		To properly price this category, will the Authority please provide 2019 monthly statistics for the number of monthly billing statements sent, and the number of monthly billing statements paid in full.	This data is unavailable.
618	11/2/2020	11/18/2020	Form G - Pricing 3 Variable Operations Tab		To properly price this category, will the Authority please provide the statuses, account types and categories from the CSC Customer Account Status by Type as of August 2020 (Volume 3, pg. 90) that can receive the Monthly Billing Statement.	All active and locked accounts receive invoices and/or statements