REQUEST FOR PROPOSALS

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

VOLUME I ADDENDUM 2
INSTRUCTIONS TO PROPOSERS

A PROJECT OF
THE INDIANA FINANCE AUTHORITY

ISSUED September 30, 2020

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

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
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

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Section 1.0 PROCUREMENT OVERVIEW

1.1. Introduction

This Request for Proposals ("RFP") is issued by the Indiana Finance Authority ("IFA") in cooperation of the Kentucky-Indiana Joint Board ("JB"), which seek competitive proposals (individually, a "Proposal" and collectively, "Proposals") for providing RiverLink's Ohio River Bridges with a new Customer Service Center and Back Office System defined herein (the "Project").

The Contract shall provide that the successful Proposer ("Toll Systems Provider 2", herein "TSP2") develop a Project which consists of providing Customer Service Center (the "CSC") services and a Back Office System (the "BOS") for five (5) toll plazas between two locations of tolled bridges over the Ohio River.

Proposers must comply with these Instructions to Proposers ("ITP") during the procurement and in their respective Proposals. As used in this procurement, the term "Proposal" means a Proposer's complete response to this RFP, including General Information Proposal, Technical Proposal, Price Proposal and any other Proposal forms and/or documents as requested in this ITP. Proposals shall also take the Project goals identified in Section 1.3.1 below into consideration.

1.1.1. Background

The Louisville Southern Indiana Ohio River Bridges ("LSIORB") project is a bi-state collaboration to increase cross-river mobility, improve safety, alleviate traffic congestion, and connect highways. The project includes the construction of the new Abraham Lincoln Bridge to carry northbound I-65 traffic, the rehabilitation of the Kennedy Bridge to carry southbound I-65 traffic, the reconfiguration of spaghetti junction in downtown Louisville, and the construction of the Lewis and Clark Bridge eight miles upstream from downtown Louisville to connect the Snyder Freeway and the Lee Hamilton Highway between Prospect Kentucky and Utica Indiana. The I-65 bridges (the "Downtown Bridges") and the Lewis and Clark Bridge, (the "East End Bridge") were all complete in December of 2016.

The LSIORB project also includes the implementation of All-Electronic Tolling ("AET") on the bridges constructed and rehabilitated through the project. This toll system is referred to as RiverLink. Through the LSIORB Bi-State Development Agreement (the "BSDA"), the State of Indiana ("Indiana") and the Commonwealth of Kentucky ("Kentucky"), developed a Joint Board and Tolling Body, which include transportation and finance leaders from both states. The Tolling Body is responsible for toll policy, including setting toll rates and the Joint Board provides oversight and management of the LSIORB project and RiverLink.

1.1.2. Procuring Agency and Stakeholders

The Joint Board ("JB") is comprised of individuals from the IFA, Indiana Department of Transportation ("INDOT"), Kentucky Transportation Cabinet ("KYTC") and Kentucky Public Transportation Infrastructure Authority ("KPTIA"). The Joint Board has authorized the IFA to procure TSP2 through Joint Board resolution JB-2020-1.

The IFA is the procuring agency for the Project and is considered a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions. IFA's primary mission is to oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government and business investments in the State. INDOT is the entity responsible for planning and development of the transportation system in the State.

KPTIA is an independent de jure municipal corporation and political subdivision of Kentucky and has authority to participate in the construction, operation, financing and oversight of significant transportation projects within the Commonwealth and between the Commonwealth and any state adjoining the Commonwealth and to review, approve and monitor all such projects, and to assist with the operation, financing and management thereof. KYTC is the entity responsible for planning and development of the transportation system in the Commonwealth.

1.2. Existing RiverLink System

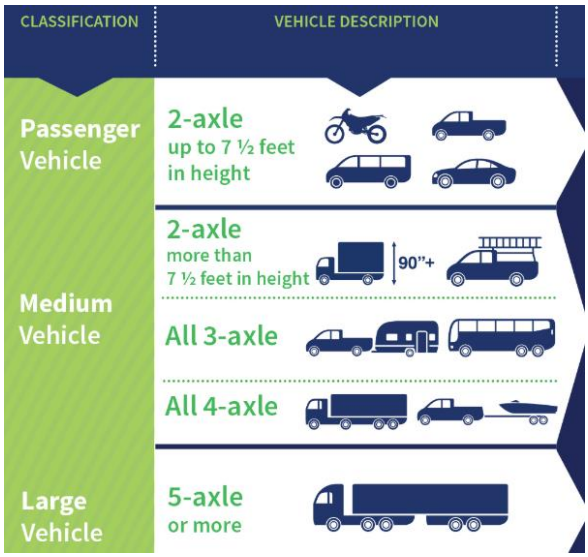
RiverLink is currently operated and maintained via a Toll Services Agreement with Kapsch TrafficCom IVHS Inc. ("Toll Systems Provider 1", herein "TSP1").

Roadside Technology

The existing RiverLink system uses multiprotocol Electronic Toll Collection ("ETC") readers. The ETC readers read the following transponders and protocols in an open road tolling environment:

- The 18000-6C protocol; and
- The E-ZPass IAG tag protocol.

- Once transactions are read and recorded by the lane system, toll rates are assigned to the transaction based on axle and height classification as shown below.



Back Office Technology

The existing BOS was developed to manage the RiverLink toll collection system functionality for:

- Processing of all lane transactions (ETC and image-based transactions);
- Customer service and customer interaction (website, Interactive Voice Recognition ("IVR"), e-mail, text message, etc.);
- Account maintenance and management;
- Financial transactions (payments, credit card processing, etc.);
- Image review platform;
- Invoicing and statement generation; and
- Reporting.

Numerous interfaces are required for interoperability, license plate lookup, document mailing, banking, and credit card processing. These interfaces are in place supporting ongoing processes. As of January 2020, RiverLink has 275,000 accounts within the BOS. The RiverLink transponder penetration rate is roughly 65%.

Customer Service Operations

The current CSC is located in Muncie, IN and in other locations throughout the world. It provides full-scale operations for the RiverLink toll system, including:

- Operations and staff management;
- Call center operations;

- Account management support;
- RiverLink 6c and E-ZPass transponder fulfillment (handled by third party in Austin, TX);
- Image review;
- Resolution of disputes; and
- Financial management and reconciliation services.

RiverLink currently operates two (2) Walk Up Center ("WUC") facilities in close proximity to the I-65 bridges;

- Jeffersonville, IN: 103 Quartermaster Ct, Jeffersonville, IN 47130
- Louisville, KY: 400 E Main St #102, Louisville, KY 40202

The Walk Up Centers provide in-person assistance to RiverLink customers. The offices are staffed from 8am-6pm Monday through Friday and assist customers with various requests including the payment of tolls and toll violations, account management services, tag fulfilment requests, and general customer service support.

1.3. Project Goals and Description of TSP2 Obligations

The purpose of this Project procurement is to provide RiverLink with a robust and scalable solution capable of handling a minimum of 130,000 traffic transactions per day and meeting RiverLink's customer service needs. It is the intention of this procurement that TSP2 will host all environments for the BOS, including the BOS production environment and disaster recovery site. TSP2 will be responsible for all non-roadside aspects of tolling for RiverLink. TSP2 shall coordinate and interface with the existing TSP1 roadside system.

In addition to processing toll transactions on the Project, TSP2's BOS and CSC operations shall be scalable so that, at the Joint Board's discretion, TSP2 can process toll transactions on other potential toll facilities between Indiana and Kentucky. Traffic transactions on potential future toll facilities could range from 20,000 to 60,000 vehicles per day.

1.3.1. Project Goals

The overall goals of the Project include:

- To provide a user-friendly and quality customer service experience;
- To process the existing and anticipated transaction volume;
- To trace transactions through their entire lifecycle, from the lane-level through the BOS to final disposition and provide accurate financial and operational reporting;
- To develop a new back office system ("BOS") capable of providing a "one account," customer-centric orientation including cumulative invoicing capability;
- To implement a system that provides an innovative, adaptable and sustainable solution to efficiently configure Business Rules;

- To replace the full suite of CSC operations and provide those services in local proximity to I-65 bridges;
- To develop a robust back office financial reporting solution, which accounts for toll, fee, and other revenue transactions in a dual-entry accounting system capable of mapping to a chart of accounts, general ledger, and subsidiary ledgers in an automated fashion;
- To seamlessly transition the BOS and CSC from TSP1 to TSP2, without disruption or visible impact to RiverLink's customers and stakeholders, including comprehensive data migration.

1.3.2. Project Description

TSP2 shall provide functionality and services related to a new BOS, a local CSC and two Walk Up Centers. TSP2 shall provide:

Back Office System and Customer Service Center:

After a Traffic Transaction has reached the BOS, all typical requirements of a standard back office operation shall be included: transaction processing, account management, image review and processing (both manual and automated) hardware and software to support these operations, identification of Vehicle Registration Information ("VRI"), issuance of Monthly Billing Statements ("MBS"), payment processing, initial tolls and fees collections, customer notifications (written and digital), case management (including, but not limited to; disputes, escalations, and law enforcement requests), customer portals, inventory management, finance and reconciliation capabilities, internal notifications, audit and compliance; global system capabilities including Graphical User Interface ("GUI"), Optical Character Recognition ("OCR"), business intelligence analytics/data warehouse, SMS/text service for customer Notifications system logging, searches, user accounts, roles and responsibilities, privacy and information security, information governance; reporting, and, interfaces with third parties including, but not limited to; Interoperable agencies, Collection Agencies, credit card service provider's, banks, print/mail service providers, lockbox service providers, Departments of Motor Vehicles ("DMV"), and interfaces to obtain registered owner information from jurisdictions where RiverLink does not have the ability to obtain this information directly from the jurisdiction.

TSP2 shall locate, lease, retrofit and staff a new CSC located within a 15-mile radius of the middle of the I-65 North Abraham Lincoln Bridge. The CSC(s) may be co-located with the Walk Up Centers described below. All customer facing services including call center agents, lockbox, and mailed correspondence need to be local.

Customer Service Walk Up Centers:

TSP2 shall locate, lease, retrofit, and staff two (2) Walk Up Centers ("WUC"). The Walk Up Centers shall be located within five (5) driving miles North and South of the middle of the I-65 North Abraham Lincoln bridge and within one (1) driving mile East or West from Interstate-65. One (1) WUC must be located in the Commonwealth of Kentucky and the other must be located in the State of Indiana. TSP2 has the option of maintaining the lease of the existing two Walk Up Centers. These centers will serve as locations to establish customer accounts, pay tolls, pay violations, distribute transponders, and provide general information regarding the tolling

operations of the Ohio River Bridges. The Walk Up Centers shall be staffed by local employees provided by TSP2. These employees may be trained to support other CSC functions and Image Review, but their primary responsibility shall be to interact with the public at the Walk Up Centers.

Coordination and Management:

- TSP2 shall provide close and ongoing coordination, cooperation and partnership with the Toll Services Advisor, Joint Board Representatives, RiverLink contractors and partners (TSP1, marketing, custodian, Revenue Control Manager ("RCM"), etc.);
- Administration, management and oversight of all BOS and CSC operations;
- Support Interoperability with the E-ZPass Group and the evolving transition to region-to-region and national Interoperability; and
- Adherence to key performance indicators ("KPIs") as detailed in Form K.

1.4. RFP Documents

The RFP consists of the following volumes, and any other documents that may be issued by Addendum, as such, documents may be amended and supplemented:

- Volume I - ITP (including Exhibits and Forms)
- Volume II - Contract Documents (including Exhibits)
- Volume III - Reference Information Documents

1.4.1. Abbreviations and Definitions

The dictionary in Exhibit 1 of the Contract Documents provides a listing of all definitions, abbreviations, and acronyms that apply to this RFP and the final Contract.

1.5. Project Timeline

The following represents the schedule for this procurement, implementation and Contract duration for this Project. All dates set forth above and elsewhere in this RFP are subject to change, in the Joint Board's sole discretion, by Addendum.

1.5.1. Project Schedule

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP, procurement process and/or schedule at any time during this procurement.

The Proposer may propose a different implementation timeline, as long as the Project Go-Live Milestone is completed in accordance with all applicable Requirements and is accepted by the Joint Board by June 30, 2023 or earlier. The Detailed Project Schedule, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 5.

Additionally, the Proposer is encouraged to propose deliverable dates specified in the TSP2 schedule of deliverables to match its proposed implementation timeline.

	Event	Date and time
Pre-RFP	Industry Forum	September 1, 2020
	One-on-One meetings	September 2-8, 2020
Proposals Submission	Issue final RFP	September 30, 2020
	Mandatory Pre-bid Meeting	October 14, 2020
	Last date for Proposer submittal of questions regarding the RFP, as described in Section 2.3.1	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
Evaluation	Notification of initial short-list of Proposers	January 8, 2021
	Interviews / demonstrations with initial short-list of Proposers (if needed)	January 26-28, 2021
	Notification of final short-list of Proposers	February 5, 2021
	Proof of Concept demonstrations	April, 2021
Finalization	Stand-up Systems operated	April 1 – 30, 2020
	Due date for Best and Final Offer by Final Short-Listed Proposers	May 14, 2021
	Anticipated Notification of Preferred Proposer	May 31, 2021
	Completion of negotiations	June 30, 2021
	Award and Execution of Contract and Other Contract Documents (unless extended pursuant to Section 1.7.3)	July 1, 2021
Implementation	System design and development	July 2021-November 2022
	System Integration and User Acceptance Testing	November 2022-June~~April~~ 2023
	~~Limited parallel testing~~	~~April 2023-June 2023~~
	Go Live	July 1, 2023
	System Acceptance (meets JBR criteria)	November 2023

1.5.2. Contract Duration

The Contract will become effective upon its final execution by both parties and satisfaction of the requirements of the IFA and Joint Board and all other applicable legal requirements. The Operations and Maintenance Term of the Contract is anticipated to last approximately seven (7)

years. The Joint Board may, in its sole discretion, choose to exercise one or both of two (2) three (3)-year renewal options.

1.6. Point of Contacts for the Project and Proposals

The Joint Board has established two Authorized Representatives for purposes of this procurement and Contract. The Joint Board may change the Authorized Representatives with notice to Proposers or TSP2 at any time in its sole discretion. The Proposer shall designate its Authorized Representative as detailed in Section 1.6.2.

1.6.1. Questions and Delivery of Proposals

The Joint Board has designated the following individual from IFA to be its Authorized Representative for questions related to this procurement and the acceptance of Proposal documents.

All documents related to Proposals shall be delivered to the IFA Authorized Representative at the following address:

Indiana Finance Authority
One North Capitol, Suite 900
Indianapolis, IN 46204
Attention: Silvia Perez

All questions related to this procurement shall be provided to the IFA Authorized Representative at the following email:

Silvia Perez
sperez@ifa.in.gov

1.6.2. Identification of Proposers Authorized Representative

A Proposer shall identify in its Proposal a Proposer Authorized Representative to receive documents, communications or notices in connection with this procurement. If the Proposer makes changes to its Proposer Authorized Representative subsequent to its submission of its Proposal, the Proposer shall provide both Authorized Representatives with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in the Proposer failing to receive important communications from IFA or the Joint Board. Neither IFA nor the Joint Board is responsible for any such failure.

Section 2.0 PROPOSAL SUBMISSION

The Joint Board's objective in this RFP is to the select the responsive and responsible Proposer whose Proposal provides the best value to the Joint Board in the best interest of the State and the Commonwealth.

2.1. Proposal Submission

Each Exhibit contains detailed instructions for the completion of each document.

1. Each Proposal submission shall be organized in the order listed in Exhibit E - "Proposal Checklist" and Exhibit F – "List of Forms" shall be clearly indexed.
2. The completed Proposal shall be delivered to the IFA Authorized Representative in sealed containers no later than 5pm EST on the Proposal Due Date.
3. Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words "Certified True Copy" and have the mark over-signed by the Proposer Authorized Representative. The over-signature can be undertaken by graphic reproduction.
4. The Proposal shall contain concise written material and figures enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal.

2.2. Proposal Formats and Formatting

Each Proposer shall timely submit one (1) original and ten (10) electronic version of its Proposal satisfying the requirements of this ITP. Below, are details of the expectations of the Proposal submission;

1. File formats;
    a. Electronic copies of the Proposal shall be included as a USB flash drive and shall be packaged in a single sealed container, clearly addressed to the Joint Board c/o the IFA Authorized Representative.
    b. Each Proposal part shall be bound separately in a 3-ring binder and be labeled to indicate its contents.
        i. Dividers may be used within bound volumes and will not be counted towards any applicable page counts.
    c. As to the original version of the Proposals, the Proposal parts shall be labeled as;
        i. General Information: "[Proposer Name]: Original General Information for the RiverLink Customer Service Centers and Back Office System",
        ii. Technical Proposal: "[Proposer Name]: Original Technical Proposal for the RiverLink Customer Service Centers and Back Office System", and;
        iii. Price Proposal: "[Proposer Name]: Original Price Proposal for the RiverLink Customer Service Centers and Back Office System".

d. As to the electronic version of the Proposal, it shall be in an Adobe (.pdf) searchable format. Additionally, the following Proposal parts shall be provided in their native document format:

   i. Form K and Form G shall be provided as a Microsoft Excel 2016 spreadsheet, and;

   ii. The Preliminary Project Schedule shall be included as a Microsoft Project 2016 file.

e. ~~F~~orm K and Form G shall remain unedited, except where designated for Proposers to complete

2. File formatting;

   a. All documents shall be single spaced and no smaller than eleven-point (Arial font),

      i. Headers, footers, organizational charts, graphics and tables may be ten-point so long as the headers, footers, organizational charts, graphics and tables are legible.

   b. Proposers shall not change the margins of Form K, Form G, or any other RFP documents the Proposers are to fill out. Any other required typed submissions of the Proposal must be submitted in 8 ½ by 11-inch format (1-inch margins or wider).

   c. Double-sided printing is encouraged. Any double-sided document will count as two pages towards any applicable page counts.

3. Any "Proposal Revisions" shall be clearly identified and include a time and date for delivery and shall clearly identify the contents of the submission.

4. Page limits; the Proposal shall not exceed the page limitations set forth in Exhibits B and C. No page limit applies to permitted and required appendices, dividers, exhibits and tables of contents, however, the Joint Board does not commit to review any information in exhibits and appendices other than those required to be provided. Any information submitted electronically which is not included in the hard copy of the Proposal shall not be reviewed or considered.

Section 3.0 PROPOSAL EVALUATION

3.1. Organization of the Evaluation Committees

Evaluation of Proposals will be conducted by a Technical Proposal Evaluation Committee ("TPEC"), and a Price Proposal Evaluation Committee ("PPEC"), collectively referred to as the Proposal Evaluation Committee ("PEC"). These committees will be comprised of the Joint Board Representatives and other state employees with assistance from subcommittees as needed.

The subcommittees will be comprised of representatives from advisors (including outside consultants) and other qualified individuals. The primary responsibility of these advisors will be to assist the PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. All evaluators, outside consultants and observers will be required to sign confidentiality statements and conflict of interest disclosures will be subject to IFA confidentiality restrictions and conflict of interest control requirements. The IFA and Joint Board reserve the right to omit any planned evaluation step, if, in their sole discretion, the step is not needed. The PEC may reasonably interpret and make logical inferences with respect to submitted proposals to facilitate the evaluation process.

3.2. Phases of Scoring

The Proposal evaluation process will include a qualitative evaluation of the Technical Proposal, an evaluation of the Price Proposal and a best value determination. The steps in the process and evaluation criteria are set forth in this Section 3.0. The evaluation and selection process are subject to modification by the Joint Board, in its sole discretion. There will be four (4) phases to the Proposal evaluation;

- Phase I: Initial pass/fail and pass/fail responsiveness,
- Phase II: Initial evaluation,
- Phase III: Second evaluation, and;
- Phase IV: Final Total Proposal Score.

3.3. Phase I: Pass/Fail Responsiveness Evaluation

3.3.1. Initial Pass/Fail

Upon receipt of the Proposals, the IFA Authorized Representative will perform a preliminary review for general completeness. Failure to adhere to the Instructions to Proposers will result in failure to progress to the responsiveness evaluation.

3.3.2. Pass/Fail Responsiveness Evaluation

After the initial pass/fail review by the IFA Authorized Representative, the Proposal will undergo a responsiveness evaluation. IFA Authorized Representative will review Proposals to verify that all required documents and forms are properly completed and signed as required by the RFP.

In the event that a Proposal contains information that may potentially result in a “fail” determination, the Joint Board Representatives may request additional or clarifying information from the Proposer prior to a final pass/fail determination. Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised.

3.4. Phase II: Initial Evaluation

3.4.1. Initial Technical Evaluation

After completion of, or concurrently with, the pass/fail and responsiveness review, the PEC will evaluate the Technical Proposals based on the factors set forth in Section 3.8.1 and develop an initial technical score for each Proposal.

3.4.2. Initial Price Evaluation

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.

3.4.3. Initial Total Proposal Score

After completion of the Initial Evaluation of both the Technical and Price Proposals, the PEC will develop an initial Total Proposal Score for each Proposer by adding the Technical Proposal score described in Section 3.8.1 to the price score described in in Section 3.8.2.

3.4.4. Initial Short list

Following the completion of the Total Proposal Score for each Proposer, the initial short list will be determined by the PEC. The number of Proposers on the initial short list will be dependent on the number of qualified Proposals received.

3.5. Phase III: Second Evaluation

3.5.1. Interviews/Demonstrations

Proposers on the initial short list may be invited to participate in an interview/demonstration. Additional details on the interviews/demonstration will be provided with the invitation and initial short list selection.

3.5.2. Second Evaluation

After completion of the interviews/demonstrations, the PEC will develop a second Total Proposal Score for each Proposer on the initial short list based on the factors set in Section 3.8. In developing the second Total Proposal Score, the PEC will consider the Proposer’s Proposal and interview/demonstration.

3.5.3. Final Short List

Following the completion of the second Total Proposal Score for each Proposer, the final short list will be determined. The Proposers on the final short list will be asked to demonstrate a Proof of Concept in conformance with the criteria set forth in Exhibit A.

3.6. Phase IV: Final Total Score

3.6.1. Proof of Concept

Based on the final short list, Proposers may be invited to participate in a Proof of Concept ("POC") demonstration as described in Exhibit A. Upon completion of the POC, Proposers will be evaluated on their ability to demonstrate the functionality of the Back Office System and meet identified requirements which will be provided to the short list finalists.

3.6.2. Best and Final Offer

Proposers participating in the POC will be asked to develop and submit a final Price Proposal that represents the Proposer's Best and Final Offer ("BAFO") for the Project. The content and format of the final Price Proposal shall be consistent with the instructions provided in Exhibit D.

3.6.3. Final Evaluation of Technical Proposals

After completion of Proof of Concept and final Price Proposal, the PEC will develop a final Total Proposal Score for each Proposer based on the POC score and final Price Proposal.

3.6.4. Final Selection

Following the final evaluation, the PEC will select the Proposer with the highest remaining score as the selected and preferred Proposer.

3.7. Requests for Clarification and/or Revisions

IFA, on behalf of the Joint Board, may, at any time, issue requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal, and/or prior to award and execution of the Agreement, determine that it is appropriate to request changes to the Proposals.

3.7.1. Requests for Clarification

Proposers shall respond to any such requests for clarification within three (3) Business Days from receipt of the request or within such other time as is specified by the Joint Board. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the sole discretion of the Joint Board.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

3.7.2. Requests for Proposal Revisions

The request for Proposal revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal revisions, including identifying a time and date for delivery. In the event that Proposal revisions are requested, then the term "Proposal," as used in the RFP Documents, shall mean the original Proposal, as modified by the Proposal revision.

Upon receipt of Proposal revisions, the PEC will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

3.8. Best Value Determination

The best value determination will be based on a final Total Proposal Score using a 2,000-point scale.

Scoring Criteria	Points
Technical Proposal score	1,600
Price Proposal score	400

The determination of the highest ranked Proposal shall be based on the highest final total Proposal score computed as follows:

final Total Proposal Score (maximum 2,000 points) = Price Proposal score (maximum 400 points) + Technical Proposal score (maximum 1,600 points)

3.8.1. Technical Scoring

The Technical Proposal score will be based on the following scoring elements;

Scoring Criteria	Points
Customer Service Center operations	
Approach to BOS and CSC transition	150
Approach to CSC Workforce Management	150
Approach to Key Performance Indicators	150
Approach to Technology & Telephony	100
Key Personnel	50
Subtotal	**600**
Back Office System	
Form K Technical Requirements Conformance Matrix	250
Approach to data migration	125
Approach to System and project requirements	125
Approach to project plan and implementation	100
Approach to operations and maintenance	100
Value Adds	50
Key Personnel	50
Subtotal	**800**
Team Experience	
Prime	125
Subs	75
Subtotal	**200**
Grand Total	**1,600**

3.8.2. Price Scoring

The Price Proposal Evaluation Committee ("PPEC") will score the Price Proposal in accordance with the following formula:

- If Proposer's Contract Price is less than or equal to the Median Contract Price submitted by responsive Proposers, then:

Price Proposal score = 400 points

- If Proposer's Contract Price is greater than the Median Contract Price submitted by responsive Proposers, then:

$$\text{Price Proposal score} = \frac{\text{(Median Contract Price submitted by responsive Proposers x 400 points)}}{\text{Proposer's Contract Price}}$$

Proposer's Contract Price will be calculated as the sum of the following price elements from Form G:

- Initial Costs;
- BOS administration, maintenance, and support service costs;

- Variable pricing costs (Automated Vehicle Identification transactions, posted VTolls, etc.) *The PPEC will use the same quantity estimates for all Proposers;
- Fixed operations costs; and
- End of contract transition costs.

Price Proposals shall be balanced across cost elements and milestones. If in the PPEC, in its PPEC's sole discretion, determines that the Price Proposal for the preferred Proposer is not balanced, the allocation payments among the Payment Milestones shall be subject to negotiation pursuant to Volume 2~~3~~, Exhibit 6C.

Section 4.0 POST-SELECTION AND AWARD

4.1. Identification of the Preferred Proposer

After the PEC develops the final Total Proposal Scores, the Joint Board may:

- (i) notify the Proposer with the highest final Total Proposal Score that it has been identified as the Preferred Proposer and that the Joint Board Representatives and the IFA, on behalf of the Joint Board, intend to commence negotiations with the Preferred Proposer to finalize the Contract Documents; (ii) with the approval of the Joint Board, require Proposal revisions pursuant to Section 3.5.2, (iii) reject the recommendation and cancel the procurement, or (iv) request reconsideration of the PEC's recommendation for the preferred proposer; and
- if clause (i) above applies, notify the other Proposers that the IFA has identified, and will commence negotiations with the Preferred Proposer to attempt to finalize the Contract Documents.
- if clause (i) above applies, further notify the other Proposers that in the event the negotiations with the Preferred Proposer are not successful, IFA, on behalf of the Joint Board, may suspend or cease such negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Final Total Proposal Score or terminate the procurement process.

4.2. Negotiation and Finalization of the Contract and Contract Documents

If IFA, on behalf of the Joint Board, has chosen to enter negotiations with the Preferred Proposer as described in Section 4.1, the Joint Board Representatives will commence such negotiations and finalization of the Contract Documents.

After notification by the Public Finance Director pursuant to Section 4.1, the Joint Board Representatives will proceed with the Preferred Proposer to finalize the Contract Documents. The Joint Board Representatives may elect to negotiate various aspects of the Contract Documents with the Preferred Proposer, including aspects of the Proposal that will be incorporated into the Contract Documents; however, any decision to commence negotiations regarding the terms of the Contract Documents is at the Joint Board Representatives' sole discretion.

By submitting its Proposal, each Proposer commits to: (i) discuss the terms of the Contract with the Joint Board in good faith and in accordance with the requirements of the RFP, (ii) enter into the Contract and satisfy all other conditions to award the Contract; and (iii) perform its obligations as set forth in the Contract. While the Joint Board is willing to consider any detailed comments submitted by the Preferred Proposer as part of the negotiation process, the Joint Board will not materially modify the scope of the Project or modify material risk allocations, liability limits or major commercial and legal terms, rights and remedies during the negotiation and finalization of the Contract process. The Joint Board's anticipation is that the negotiations shall address (i) the costs, unit costs, and rates contained in Form G, (ii) the balancing of the Price Proposal; (iii) minor scope clarifications and refinements; and (iv) the nature, commitment level, and scope of Value Add items proposed by the Preferred Proposer. None of the foregoing negotiations shall entitle the Preferred Proposer to increase its Contract Price.

If a Contract satisfactory to the IFA, on behalf of the Joint Board, in its sole discretion, cannot be negotiated with the Preferred Proposer, IFA, on behalf of the Joint Board, may formally suspend or end negotiations with that Preferred Proposer. Further action may be taken including (a) rejection of all Proposals; or (b) proceeding to the next most highly ranked Proposal to attempt to negotiate a Contract with the next most highly ranked Proposer.

4.3. Review of Post-Selection Deliverables

4.3.1. Documents to be Submitted Following Notification of Preferred Proposer

As a condition precedent to award the Contract, the Preferred Proposer shall deliver the following (collectively, the "Post-Selection Deliverables") to IFA within five (5) days after notification pursuant to Section 3.6.4 that it is the Preferred Proposer, unless otherwise noted:

(a) Evidence of Preferred Proposer's (and all Major Subcontractors) qualification to do business in the State of Indiana and Commonwealth of Kentucky, dated no earlier than thirty (30) days prior to the anticipated date of commercial close. Depending on the form of organization, such evidence may be in the form of (i) Certificates of Authority to do business in the State and in the Commonwealth along with a "certificate of good standing" (or equivalent) from the state of organization of the Preferred Proposer or Major Subcontractor; (ii) a Certificate of Existence from the Indiana Secretary of State; or (iii) other evidence acceptable to the Joint Board, in its sole discretion. Each such Preferred Proposers or Major Subcontractor shall also provide a valid Indiana and Kentucky business license.

(b) Drafts of the deliverables identified in Section 4.5.1 for pre-approval by the Joint Board.

(c) A redacted copy of its Proposal to IFA no later than 3 days after notification pursuant to Section 4.1 that it is the Preferred Proposer, with redactions limited to only those portions of the Proposal that fall under a specific exemption of the Public Records Act. The Preferred Proposer shall be required to submit, for the Joint Board's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for the IFA to assess the eligibility of such portions of the Proposal for exemption from publication. Failure of the Preferred Proposer to submit a redacted form of its Proposal, , to IFA by three (3) days after notification that it is the Preferred Proposer constitute consent by Proposer to, and a waiver of any right to contest, disclosure by IFA of the Preferred Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. Notwithstanding any proposed redactions and/or claims of exemption asserted by the Preferred Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. As between the Preferred Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between the Preferred Proposer and the Joint Board and IFA exercising their discretion pursuant to this ITP), this Section 4.3.1(c) shall not constitute a waiver of the Preferred Proposer's rights under the Public Records Act.

4.3.2. IFA Comment on Post-Selection Deliverables

The Joint Board Representatives shall provide comments on any Post-Selection Deliverable required to be delivered to IFA for review and approval hereunder, within four (4) Business Days after the date of IFA's receipt of such deliverable. The Joint Board shall have four (4) Business Days to review and respond to subsequent submittals of the deliverable.

4.4. Deadline for Execution of Contract and Other Execution Documents

If a Proposer is selected as the Preferred Proposer for negotiations or execution of the Contract, then that Proposer shall be required to, on or before the date specified in Section 1.5.1 for Contract execution, deliver to IFA executed copies of the Contract and the documents required under Section 4.5.1.

The Joint Board may, in its sole discretion, extend the deadline for Contract execution by written notice to the Preferred Proposer, but may not extend the date of commercial close beyond the one hundred and eighty (180)-day Proposal validity period without mutual agreement by the Preferred Proposer.

4.5. Final Award, Execution and Delivery of Contract Documents

- The following are conditions precedent to final award of the Contract:
- Successful negotiation of the Contract;
- Receipt by IFA of all of the documents required to be provided prior to execution of the Contract under Section 4.5.1; and
- Any other conditions to award set forth in the ITP or required by the Act.

If negotiations pursuant to Section 3.6.2 are successfully concluded and result in a final form of the Contract satisfactory to the Joint Board, in its sole discretion, the IFA Board and the Joint Board shall each convene a meeting to consider adoption of a resolution selecting the Preferred Proposer as TSP2 under the Contract Documents and approving execution of such Contract Documents. Prior to the meetings of the IFA Board and the Joint Board, IFA, on behalf of the Joint Board, may deliver four (4) sets of execution copies of the Contract and other documents to be executed in connection therewith ("Execution Documents") to the Preferred Proposer along with the number of sets of execution copies of the Execution Documents reasonably requested by the Preferred Proposer. The Preferred Proposer shall obtain all required signatures and deliver all of the execution sets of the Execution Documents to IFA within two (2) Business Days after receipt, together with the required documents described in Section 4.5.1. If TSP2 is a joint venture or a partnership, the Contract shall be executed by all joint venture members or general partners, as applicable.

Upon IFA's receipt of the Execution Documents (together with the required documents described in Section 4.5.1) and satisfaction of all conditions precedent to award and execution set forth in Section 3.7 and Section 4.5.1 and under applicable Law, IFA, in its discretion and on behalf of the Joint Board, may execute the Execution Documents. Unless extended pursuant to Section

1.5.1, final award and commercial close shall be deemed to have occurred as of the date of execution by IFA of the Other Execution Documents. .

IFA, with the consent of the Joint Board, at its sole option and within the exercise of its sole discretion, may elect to move forward with execution of the Execution Documents or may terminate the procurement at no cost or penalty. In no event, may IFA delay execution of the Execution Documents beyond the 180-day Proposal validity period without the mutual agreement by the Preferred Proposer.

4.5.1. Documents to Be Delivered by Proposer with Executed Contract

The Preferred Proposer shall deliver to IFA the documents listed below concurrently with the executed sets of the Execution Documents as a condition to execution of the Contract by IFA, on behalf of the Joint Board.

- If not previously submitted, or if revised since submission, a copy of the executed organizational documents for TSP2 and, if TSP2 is a limited liability company, partnership or joint venture, the articles of incorporation/certificate of formation/charter/partnership agreement or registration for each member or partner of TSP2. The executed form of the organizational documents for TSP2 may not differ substantially or materially from the draft organizational documents or indicative term sheets included with the Proposal.
- Evidence of approval of the final form of the Contract Documents, and of due authorization, execution, delivery and performance of the Contract Documents, by TSP2. Such evidence shall be in form and substance reasonably satisfactory to the Joint Board. If TSP2 is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If TSP2 is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If TSP2 is a limited liability company, such evidence shall be in the form of (1) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, or (2) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (3) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If TSP2 is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the form used for authorization is other than a resolution, as described above, the Preferred Proposer shall provide such other authorization document as is acceptable to the Joint Board, in its sole discretion.
- A letter from an Eligible Surety, signed by an Proposer Authorized Representative as evidenced by a current certified power of attorney, committing to provide a Performance Bond as described in Section 8.1 of the Contract and a Payment Bond as described in Section 8.1 of the Contract and in form compliant with the requirements of this Section 4.5.1(c) and otherwise reasonably acceptable to the Joint Board, in an amount equal to 100% of the ~~Contract~~Initial Costs ~~price~~. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is

subject to award and execution of the Contract and issuance of the NTP thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Contract or the Technical Requirements following the date of the letter, but excluding any changes or information reflected in the Proposal, such as Proposer commitments.

- If security for or a guaranty of, the Proposer's obligations under the Contract is required by the Joint Board pursuant to Exhibit B guarantees from Guarantor(s) in the form of Exhibit 10 of the Contract with such modifications approved by the Joint Board, in its sole discretion.
- Certificates of insurance policies evidencing proof of insurance coverages as required by the Contract, or written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages for the Preferred Proposer (should they become TSP2). For the on-site project- specific coverages, the signatories must indicate expressly that they have read the Contract and insurance requirements set forth therein and that the entities required to obtain insurance under the Contract have the capability of obtaining such insurance in the coverages and under the conditions listed in the Contract.
- Any other requirements reasonably determined by IFA during pre-award negotiations.

4.6. Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Contract Documents, as determined by the Joint Board, in its sole discretion. The debriefing shall be conducted in Indianapolis and by a procurement official familiar with the rationale for the selection decision and Contract award.

Debriefings shall:

- Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;
- Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and
- Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the PEC, but may include a summary of the rationale for the selection decision and Contract award.

4.7. Stipend Payment to Non-Selected Proof of Concept Proposer

4.7.1. Generally

Except as set forth in the Stipend Agreement and this Section 4.7, each Proposer that has executed the Stipend Agreement and submits a timely and responsive, but unsuccessful, Proof of Concept by the Proof of Concept due date in accordance with the terms and conditions of

Exhibit A shall be entitled to receive payment from IFA and KYTC, on the terms and conditions described in Exhibit A. No Proposer shall be entitled to reimbursement for any of its costs in connection with this RFP except as specified in the Stipend Agreement and this Section 4.7. The total amount available for a stipulated stipend payment for the unsuccessful Proof of Concept for this procurement is $200,000.

If IFA and the Joint Board cancel the procurement, and if a Proposer has executed the Stipend Agreement and submits a timely and responsive Proof of Concept, then an invoice may be submitted no earlier than the date of the notice of cancellation and no later than ninety (90) days after the date of the notice of cancellation and the total amount available for a stipend shall be due and payable sixty (60) days after the date the Proposer submits to IFA and KYTC the invoice and waiver and release.

If the IFA and the Joint Board does not cancel the procurement and final award and commercial close occurs, then the invoice may be submitted by an eligible Proposer no earlier than thirty (30) days after IFA issues notice of intent to award to the Preferred Proposer and no later than thirty (30) days after commercial close. The total amount available for a stipend shall be due and payable the later of (a) sixty (60) days after the date the eligible Proposer submits to IFA and KYTC the invoice and waiver and release or (b) forty-five (45) days after the date of commercial close.

The invoice shall be in a form reasonably acceptable to IFA and KYTC, and must be accompanied by an executed irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against IFA, the Joint Board, KYTC, KPTIA, and INDOT in the form attached as Form N.

4.7.2. Eligibility

Notwithstanding the foregoing, no stipend shall be payable to a Proposer in the following circumstances:

- If such Proposer has not executed and delivered the Stipend Agreement to IFA and the Joint Board with its Proposal; or
- If such Proposer withdraws from the Proof of Concept; or
- If such Proposer has not complied with the terms and conditions of Exhibit A; or
- If such Proposer fails to satisfy the terms and conditions set forth in the Stipend Agreement or this Section 4.7, including delivering an invoice, all forms required by the State and the Commonwealth for payment of vendors within the time periods specified herein and the waiver and release as described herein; or
- If such Proposer has filed a protest of, or otherwise challenges, the procurement process, award or cancellation of the procurement process and such protest or challenge is dismissed or otherwise is unsuccessful; or
- If such Proposer was the Preferred Proposer and it fails to proceed with commercial close for any reason other than (1) the failure of one or more express closing contingencies that are set forth in the RFP Documents, the failure of which do not arise out of or result from the acts, omissions, negligence, fraud, bad faith, breach of contract or law or willful misconduct of the

Preferred Proposer; or (2) IFA and the Joint Board's election to cancel the procurement after the Proposal due date, which election does not arise out of or result from the acts, omissions, negligence, fraud, bad faith, breach of contract or law or willful misconduct of the Preferred Proposer.

Any ideas and work product contained in such Proposer's Proposal and any work product that is not required to be returned to the Proposer will be the property of the Joint Board without any requirement to make payment therefor.

4.7.3. Work Product

Each Proposer agrees that the Joint Board shall own and be entitled to use all ideas and work product in its Proposal. All work product that is not required to be returned to the Proposer under this RFP (e.g., tables, reports, spreadsheets, written and electronic correspondence, exhibits, photographs, reports, printed material, disks, designs, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans, specifications, and other graphic and visual aids generated by or on behalf of Proposer) shall be the property of the Joint Board , in consideration for the Joint Board's agreement to make payment of the Stipend amount.

In accordance with Section 4.7, IFA may inform the Preferred Proposer regarding the contents of the non-selected Proof of Concept after the Preferred Proposer is selected. After payment of the stipend, TSP2 may incorporate the ideas or concepts from the other Proposals in its execution of the work. Payment of the stipend to a Proposer shall operate as a release and waiver by Proposer of any and all claims challenging the procurement process, award and/or cancellation of the procurement process.

4.7.4. Stipend Agreement

Proposers accepting the foregoing terms in this Section 4.7 and the Stipend Agreement shall acknowledge such acceptance by execution of the Stipend Agreement. The signed stipend agreement shall be delivered with the Proposal. Once executed, the Stipend Agreement shall constitute the irrevocable election by Proposer to accept the stipend described therein and, in this Section, 4.7. The Stipend Agreement shall be delivered with the Proposal as described in Exhibit A.

4.7.5. Costs Not Reimbursable

The cost of preparing the Proposal and any costs incurred at any time before award and execution of the TSP2 Contract, including costs incurred for any interviews, and costs associated with travel, shall be borne by the Proposer, except for any costs paid in accordance with Section 4.7.

Section 5.0 SUPPLEMENTAL PROVISIONS

5.1. General Information

The RFP will be issued and made available to Proposers in electronic format on the secure file transfer site for the Project, located at the website.

5.1.1. RFP Documents

The Reference Information Documents, which can be found in Volume III of this RFP, are provided for the purpose of providing general information to Proposers. The IFA and Joint Board shall not be responsible or liable in any respect for any causes of action, suits, judgments, claims, expenses, damages or losses whatsoever suffered by any Proposer by reason of (a) any use, in connection with participation in this procurement, of information, contained in the Reference Information Documents, or (b) any action or forbearance in reliance on the Reference Information Documents.

5.1.2. Procurement Method

This RFP is issued pursuant to Indiana Code 5-1.2-4, et seq., as amended, Indiana Code 8-15.5 et seq., as amended, and other applicable provisions of Indiana and federal Law. The Joint Board will award the Contract (if at all) to the responsive Proposer offering a Proposal meeting the standards set by the Joint Board and which is determined by the Joint Board, through evaluation based upon the criteria set forth in the applicable law and this RFP, to provide the best value to the Joint Board and to be in the best interest of the State and the Commonwealth.

The Joint Board will not review or consider multiple or alternative proposals.

5.1.3. Guiding Principles

5.1.3.1. Rules of Contact

From and after the date of issuance of this RFP and ending on the earliest of (i) the execution and delivery of the Agreement, (ii) rejection of all Proposals by the Joint Board or (iii) cancellation of the RFP, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means (SMS) or formal written communication.

The specific rules of contact are as follows:

- No Proposer nor any of its team members may communicate with another Proposer or its team members through its employees, agents or representatives with regard to the RFP or either team's Proposal, except that (i) Subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams and (ii) this prohibition does not apply to public discussions regarding the RFP at any IFA sponsored informational meetings.

- Each Proposer shall designate one representative responsible for contacts with IFA and the Joint Board and shall correspond with IFA and the Joint Board regarding the RFP only through the Joint Board's Authorized Representative and the Proposer Authorized Representative.
- No Proposer or representative thereof, nor any of its team members or representatives thereof, through either of their respective employees, agents or representatives shall have any *ex parte* communications regarding the RFP or the procurement described herein with any member of the Joint Board, or any States' Party, or with any IFA, Joint Board, or any States' Party's board, staff, advisors, contractors, counsel or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the Authorized Representative or the Public Finance Director, in his or her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or participation in public meetings of the Board or any public or Proposer workshop related to the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Joint Board.
- Proposers and their team members shall not directly contact the following identified stakeholders (the "Stakeholders") regarding the Project, including employees, representatives and members of the entities listed below, it being the intent of the Joint Board that IFA provide any necessary coordination during the RFP stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:
    - Kapsch TrafficCom IVHS Inc., in its capacity as the current Toll System Provider, and any of its Major Subcontractors;
    - HNTB Corporation, in its capacity as Toll Services Advisor;
    - Strothman and Company, in its capacity as Revenue Control Manager;
    - Ernst & Young, in its capacity as financial auditor;
    - MBI Consulting, in its capacity as system auditor;
    - KPMG LLP, in its capacity as Revenue Control Manager; and
    - C2 Strategic Communications, in its role as communications advisor.

Information requests concerning these entities should be sent to the Joint Board's Authorized Representative, who, in the sole discretion of IFA, on behalf of the Joint Board, may arrange for a general meeting between one or more of these entities and the Proposers. Such meetings will be open to all Proposers and will not include discussion of any confidential matters. Following any such general meeting, IFA, on behalf of the Joint Board, may allow individual meetings between a Proposer and such entity(ies); provided; however; that such Proposer notifies IFA in writing of any planned meeting in advance and sends IFA an agenda for such meeting. In such event, IFA and the Joint Board reserve the right, in their sole discretion, but without obligation, to send a representative to such meeting.

- Any communications determined by the Joint Board, in its sole discretion, to be improper may result in disqualification. “Improper” as used herein means detrimental or prejudicial to the integrity of the procurement.
- Any official information regarding the Project will be in writing, on IFA letterhead, and signed by the Joint Board’s Authorized Representative or designee.
- None of IFA, the States Parties or the Joint Board will be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified in this Section 5.1.3.

The Proposer shall note that no correspondence or information from IFA or the Joint Board or anyone representing IFA or the Joint Board regarding the RFP or the procurement process in general shall have any effect unless it is in compliance with Section 5.1.3.1.

5.1.3.2. Organizational Conflicts of Interest

Any Person under contract with IFA, the Joint Board or any other States’ Party to prepare procurement documents for the Project will not be allowed to participate in any capacity on a Proposer team. Any Person previously under contract with IFA, the Joint Board or any other States’ Party to prepare preliminary plans, planning reports or other project development products for the Project may be able to participate on a Proposer team if such Persons first submit a written request for a determination of no conflict from IFA and receive written confirmation that they may participate, or conditionally participate on a Proposer team (and, in the case of any confirmation of conditional participation, subject to observation of any or all such condition(s)).

Additional exceptions to this policy may be granted by the Joint Board upon written notification within Form P from such Person, if it is determined that the Person’s involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because the Joint Board does not intend to extend the Proposal due date. Notwithstanding the preceding sentence, neither IFA nor the Joint Board is responsible for any inability or failure to respond prior to the Proposal due date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an “organizational conflict of interest” as follows:

> “Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”
>
> (“Owner” thereunder means the Joint Board, IFA and the other States’ Parties)

The Proposer, on behalf of itself and its team, and each of Proposer’s Equity Members, Major Subcontractors and other Subcontractors identified as of the Proposal due date shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational

conflict of interest. The Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors, shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any Person with an organizational conflict of interest, including, but not limited to:

- KPMG LLP;
- HNTB Corporation;
- C2 Strategic Communications;
- Ice Miller LLP;
- Dentons Bingham Greenebaum ~~Doll~~ LLP;
- Wilson, Sparling & Associates;
- Strothman and Company;
- Ernst & Young;
- MBI Consulting;
- Public Financial Management, Inc.;
- Steer Davies & Gleave;
- Wyatt Tarrant and Combs, LLC; and
- Affiliates (meaning includes parent companies, subsidiary companies, principals, persons under common ownership, joint venture members and partners, and other financially liable parties for a Person) of any of the above.

Such Persons are also prohibited from participating on a Proposer team as an Equity Member, Major Subcontractor, Subcontractor, consultant or subconsultant.

By submitting its response to this RFP, each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors agree that, if an organizational conflict of interest is thereafter discovered, the applicable entity must make an immediate and full written disclosure to IFA and the Joint Board that includes a description of the action that such entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose is determined to exist during the procurement process, the Joint Board may, in its sole discretion, disqualify the Proposer or any such entity. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose exists and the Proposer has entered into the Contract as TSP2, the Joint Board may, at its sole discretion, terminate the Contract. In either case, IFA and the Joint Board reserve all rights and remedies.

Proposers and such other entities are also advised that the guidelines in this RFP are intended to augment applicable federal and state Law, including federal organizational conflict of interest laws. Such applicable Law will also apply to Proposer and such other entities and teaming and may preclude certain Persons from participating on a Proposer team.

5.1.4. Acceptable Contact

5.1.4.1. Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by IFA prior to the Proposal due date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretations and to so examine and inform itself shall be at its sole risk, and no relief for perceived discrepancy, deficiency, ambiguity, error or omission contained therein will be provided by the Joint Board. Proposers shall submit requests for written clarification in accordance with this Section 5.1.4.1. IFA, on behalf of the Joint Board, reserves the right not to respond to any such clarification requests received after the last date for Proposer submittal of questions regarding the RFP using Form M, as set forth in Section 5.1.4.1. To the extent responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth in the Contract Documents.

IFA will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a Proposer to the Authorized Representative, by electronic transmission ~~(with facsimile or hard copy delivered within 48 hours thereafter)~~ in the prescribed format.

Such comments and questions may be submitted at any time prior to the applicable date specified in Section 1.5.1 or such later date as may be specified in any Addendum and shall: (i) be submitted electronically in writing in Microsoft Word format, using the form set forth in Form M; (ii) be sequentially numbered; (iii) identify the document (e.g., the Contract, Technical Requirements, etc.); (iv) identify the relevant section number and page number or, if it is a general question, indicate so; and (v) not identify the Proposer's identity in the body of the question or contain confidential information.

Proposers will be limited to one hundred and fifty (150) comments/questions in the aggregate for the RFP (inclusive of the ITP and the Contract), with a new limit applying to each Addenda; provided, however, that the foregoing limitation shall not apply to the Technical Requirements. If a question has more than one subpart, each subpart will be considered a separate question. Questions relating to the Technical Requirements, corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP Documents will be excluded from the one hundred and fifty (150) question limitation. Notwithstanding this paragraph, the IFA and the Joint Board may, in its sole discretion, change the maximum number of comments/questions for future RFP versions by Addendum.

The questions and responses by IFA on behalf of the Joint Board will be in writing and will be delivered to all Proposers, except that IFA intends to respond individually to those questions

identified by a Proposer or deemed by IFA as containing confidential information. If a Proposer believes a question contains confidential information (including that the question itself is confidential), it may mark such question as "confidential." IFA reserves the right to disagree with Proposer's assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable laws. Under such circumstances, IFA will inform the Proposer and may allow the Proposer, within a time period set by IFA, to withdraw the question, rephrase the question, have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. If a Proposer fails to respond to IFA within the time period set by IFA, such failure shall be deemed Proposer's consent to IFA's answering the question non-confidentially. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers. IFA, on behalf of the Joint Board, contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to the issuance of Addenda to the RFP, the last set of responses will be issued no later than the date specified in Section 1.5.1. A consolidated, final set of questions and answers will be compiled and delivered to the successful Proposer prior to award.

5.1.4.2. Questions and Responses Regarding the Addenda

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal due date (or, if Proposal revisions are requested, prior to the due date for Proposal revisions). Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the website, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts this RFP, as determined in the Joint Board's sole discretion, the Joint Board may change the Proposal due date. The announcement of such new date will be included in the Addendum. In addition, if the last date for the Proposer to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Each Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all Addenda and question and answer postings. Failure to acknowledge such receipt may cause a Proposal to be deemed non-responsive and be rejected. IFA, on behalf of the Joint Board, reserves the right to hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or response to requests for clarifications. IFA does not anticipate issuing any Addenda later than five (5) Business Days prior to the Proposal due date. However, if the need arises, IFA, on behalf of the Joint Board, reserves the right to issue Addenda after such date. If IFA finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum, including any extension to the Proposal due date determined necessary by the Joint Board, in its sole discretion.

5.1.4.3. Informational Meetings

IFA, on behalf of the Joint Board, may hold informational meetings at any time prior to the Proposal due date. Informational meetings may be held either in-person or by telephone or other electronic means. If held other than in-person, the meeting will permit interactive communication between all Proposers and the Joint Board. IFA will provide written notice of any such informational meetings to all Proposers. If the meeting is conducted by telephonic or electronic means, the notice will inform Proposers of the manner of the meeting.

If the informational meetings are determined to be a mandatory part of the procurement process, each Proposer shall attend with appropriate members of its proposed key management personnel.

5.1.4.4. Industry Forum

On September 1, 2020, the Joint Board for the Louisville-Southern Indiana Ohio River Bridges (LSIORB) project conducted a virtual Industry Forum to discuss the RFP. Participation by the prime contractor in the Industry Forum was mandatory for submitting a proposal in response to the RFP.

During the Industry Forum, representatives of the Joint Board provided an overview of the procurement, including information on the following:

- General scope of the project
- General RFP schedule
- General project schedule
- Contract length and terms
- Payment terms
- Key performance indicators
- Liquidated damages and incentives

5.1.4.5. One-on-One Meetings

On September 2-8, 2020, the Joint Board conducted one-on-one virtual meetings with interested Proposer to discuss issues and clarifications regarding the Project and Project-related documents provided by the Proposers (including the RFP). Attendance at a one-on-one meeting by the prime contractor was mandatory and only Proposers who attended the meetings in accordance with the rules below shall be eligible to submit a Proposal and be awarded the Contract. The Joint Board reserves the right to disclose to all Proposers any issues raised during any of the one-on-one meetings; provided, however, that IFA will not disclose such issues if the Joint Board, in its sole discretion, determines that disclosure (i) would impair the confidentiality of information submitted as part of this procurement or reveal a Proposer's confidential business strategies; (ii) is not necessary in order to address an error, mistake, omission, conflict or ambiguity in the Project-related documents, (iii) is not necessary for purposes of fairness and transparency; and (iv) is not required by the Public Records Act.

Any one-on-one meetings are subject to the following rules:

- The meetings are intended to provide Proposers with a better understanding of the Project and Project-related documents, or communications provided by IFA, on behalf of the Joint Board.
- The Joint Board, except as provided in this ITP, will not discuss with any Proposer any information submitted as part of this procurement (including other Proposals) other than its own.
- Proposers shall not seek to obtain commitments from IFA or the Joint Board in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers. Accordingly, material information about the Project or procurement that the Joint Board reveals or discusses in response to questions raised in a one-on-one meeting will, except as provided in this ITP, be revealed to the other Proposers.
- The discussions or any statements made by either party in one-on-one meetings shall not be binding on such Person.
- No part of the evaluation of Proposals will be based on the conduct or discussions that occur during one-on-one meetings.

5.1.4.6. Questions and Responses During One-on-One Meetings

During one-on-one meetings, Proposers may ask questions, and the Joint Board may provide responses. However, any responses provided by the Joint Board during one-on-one meetings may not be relied upon unless (i) questions were submitted in writing and (ii) IFA, on behalf of the Joint Board, provided written responses in accordance with Section 5.1.4.1 (and then, only to the extent provided in Section 5.1.4.1 and in the Contract Documents). Such questions and responses will be provided in writing to all Proposers, except to the extent such questions are deemed by the Joint Board, in its sole discretion, to contain confidential information relating to a particular Proposer's Proposal unless, in either case, the Joint Board believes such disclosure is necessary in the interest of maintaining a fair process or complying with applicable Law). Nothing stated at any pre-Proposal meeting or included in a written record or summary of a meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to Section 5.1.4.2.

5.1.4.7. Mandatory Pre-bid Meeting

Any service providers anticipating being the prime contractor is required to participate in a virtual Mandatory Pre-bid Meeting on Wednesday, October 14, 2020 from 1:00 pm – 3:00 pm eastern time. Due to the virtual environment of the meeting, pre-registration is required. Please contact Brandon Rich at brich@hntb.com by Friday, October 9, 2020, 5pm eastern time to register and receive a link. The intent of the mandatory Pre-bid Meeting will be used by the Joint Board Representatives to receive the first round of questions related to the RFP, so please have as many of your questions prepared as possible to effectively be asked and discussed verbally

during the Pre-bid Meeting. All questions will be documented, and responses will be posted within 10 business days following the Pre-bid Meeting.

5.1.5. Confidentiality

Pursuant to the Public Records Act, with certain specified exceptions, the records related to this procurement, including the Proposals, evaluation and selection procedures, and the records created during the discussion, negotiations, evaluation and selection process will remain confidential records. Pursuant to IC 5-14-3-4(b)(5), IFA may not disclose the contents of Proposals during discussions or the substance of negotiations with Proposers to other Proposers. Following the preliminary selection of the Preferred Proposer as TSP2 by IFA, on behalf of the Joint Board, the Preferred Proposer's Proposal shall be made publicly available for inspection and copying (except for portions that may be treated as confidential in accordance with IC 5-14-3). See also Exhibit B, Confidential Contents Index.

IFA, on behalf of the Joint Board, shall disclose the contents of all Proposals if it receives a proper Public Records Act request, except the parts of the Proposals that may be treated as confidential in accordance with IC 5-14-3, when either (i) the RFP process is terminated or (ii) Contract Documents have been fully executed. (IC 5-14-3). Subject to the provisions of this Section 5.1.5 and the other terms and conditions of the ITP with respect to permitting the Proposer and/or IFA or the Joint Board to assert claims of confidentiality and to defend against requests for disclosure, each Proposer, by submitting a Proposal to the Joint Board in response to this RFP, consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

If a Proposer has special concerns about information which it desires to make available to IFA but which it believes constitutes a trade secret or is otherwise exempt from disclosure under the Public Records Act, such responding Proposer team shall specifically and conspicuously designate that information by placing "CONFIDENTIAL" in the header or footer of each such page affected. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA and the Joint Board to treat the entire Proposal as public information. Neither IFA nor the Joint Board will advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on IFA or the Joint Board by the Public Records Act or other applicable Law. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

If a request is made for disclosure of the Proposals (other than for such disclosures required by Indiana Code 5-14-3 et seq., as amended) prior to award of the Contract, IFA will take reasonable steps to notify the Proposer and submit a request for advice from IFA General Counsel prior to disclosing any such documents in accordance with the Public Records Act and other applicable Law. The Proposer shall then have the opportunity to either consent to the disclosure or assert

its basis for non-disclosure and claimed exception under the Public Records Act or other applicable Law to the IFA General Counsel within the time period specified in the notice issued by IFA (if any) and prior to the deadlines for release set forth in the Public Records Act and other applicable Law. However, it is the responsibility of the Proposer to monitor such proceedings and make timely filings. IFA and the Joint Board each may, but are not obligated to, make filings of their own concerning possible disclosure; however, IFA and the Joint Board are under no obligation to support the positions of the Proposer. By submitting a Proposal to the Joint Board in response to this RFP, Proposer consents to, and expressly waives any right to contest, the provision by IFA to IFA General Counsel of all, or representative samples of, the Proposal in accordance with the Public Records Act. IFA and the Joint Board shall have no responsibility or obligation for a failure of IFA General Counsel to respond or to respond timely to any request for advice and IFA and the Joint Board shall not be required to wait therefor if it is required to disclose or otherwise take action under the Public Records Act or other applicable Law. **Under no circumstances will IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants, employees or consultants be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by Law or by an order of court or IFA General Counsel or occurs through inadvertence, mistake or negligence on the part of IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants.**

All Proposals received in response to this RFP shall conform to and contain the detailed information required by the Public Records Act and other applicable Law. Neither IFA nor the Joint Board will advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Law, as to the interpretation of such laws, or as to definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable laws to that Proposer's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any Proposal or portion thereof, the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA and the Joint Board each reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Joint Board or any of the States' Parties in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer whose Proposal is the subject thereof.

Submission of a Proposal constitutes Proposer's agreement to the provisions of this Section 5.1.5.

5.1.6. Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the procurement process in any of the documents supplied by IFA or the Joint Board, the Proposer shall have a duty to notify IFA of the recommended correction in writing in accordance with Section 3.7.

5.1.7. Commitments in the Proposal

Each Proposal will be interpreted and evaluated based on the commitments provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process since they do not indicate a commitment. Phrases similar to "we will" or "we shall" will be considered commitments.

5.1.8. Ownership of Proposal and Applicability of Public Records Act

Except for those documents delivered to IFA to be held in escrow pursuant to Exhibit 5, all documents submitted by the Proposer in response to the RFP shall become the property of IFA, on behalf of the Joint Board, and will not be returned to the Proposer. Additionally, if Proposer accepts the stipend payment offered by IFA, on behalf of the Joint Board, as specified herein, the concepts, ideas and other information contained in its Proposal shall become the exclusive property of IFA, on behalf of the Joint Board, free of all intellectual property rights and claims, without further action on IFA's part.

All documents submitted by the Proposer in response to the RFP shall become the property of IFA, on behalf of the Joint Board, and will not be returned to the Proposer. All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to IFA during this procurement process, whether included in the Proposal or otherwise submitted, become the property of the Joint Board upon delivery to IFA and will not be returned to the submitting parties.

Proposers shall familiarize themselves with the provisions of the Public Records Act. All materials submitted by Proposers, including the Proposals, shall be subject to the Public Records Act and any other laws applicable to the disclosure of documents submitted under this RFP. For purposes of this section and the Public Records Act, financial information shall be considered part of the Proposal. Specifically, Proposers are advised that, except for portions of the Proposals that fall under a specific exemption of the Public Records Act, Proposals will be made available to the public pursuant to a request submitted under the Public Records Act. In furtherance thereof, Proposers (other than the Preferred Proposer) will be required to submit a redacted copy of their respective Proposals to IFA no later than fifteen (15) days after execution of the Contract by IFA or termination of the procurement without execution of the Contract, with redactions limited to only those portions of the Proposal that IFA determines fall under a specific exemption of the Public Records Act (and such Proposers shall be required to submit, for IFA's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for IFA to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by any Proposer, IFA shall have sole discretion to determine the applicability of any exemptions

under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Failure of a Proposer (other than the Preferred Proposer) to submit a redacted form of its Proposal, containing only those redactions consistent with IFA's determination as to the content that may be redacted, to IFA by fifteen (15) days after execution of the Contract by IFA (or termination of the procurement without execution of the Contract) shall constitute consent by such Proposer to, and a waiver of any right to contest, disclosure by the Joint Board, IFA or any States' Party of such Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between a Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between a Proposer and IFA exercising its sole discretion rights pursuant to this ITP), this Section 5.1.8 shall not constitute a waiver of the Proposer's rights under the Public Records Act.

In no event shall the Joint Board, IFA or any other States' Party or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or any Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

Submission of a Proposal constitutes the Proposer's agreement to the provisions of this Section 5.1.8. The obligations of the Preferred Proposer relating to redacted copies of its Proposal are set forth in Section 4.3.1(c).

5.1.9. Qualification to Do Business

On or before the date of execution of the Contract and the Other Execution Documents by IFA and continuing through the end of the Term of the Contract, TSP2 must be qualified to transact business in the State and the Commonwealth.

5.1.10. Language Requirement

All correspondence regarding the RFP, Proposal, and Agreement are to be in the English language. Except as may be otherwise expressly permitted in these RFP Documents, if any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation certified by the Proposer, which shall take precedence in the event of conflict with the original language.

5.1.11. Currency Requirement

All required pricing, revenue and cost information shall be provided in US$ currency only. Pricing is to be provided in nominal ~~2020~~year-of-expenditure dollars~~ and such pricing shall be as of the Proposal Due Date~~.

5.1.12. Requirement to Submit Responsive, Compliant Proposal

Except as noted below regarding Form P, a~~A~~ Proposal may not include any assumptions, qualifications, conditions, exceptions to or deviations from the requirements of the RFP. If a Proposal does not fully comply with the instructions and rules contained in this ITP, including the exhibits, it may be considered non- responsive and/or non-compliant. Any Proposal that assumes or would require material changes to the Contract Documents, as determined by IFA in its sole

discretion on behalf of and in consultation with the Joint Board, may be deemed non-responsive and may result in IFA's rejection, on behalf of the Joint Board, of the Proposal.

A Proposer may use Form P to list and submit proposed exceptions (to be considered by the Joint Board, in its sole discretion, after the Proposal review process during Best and Final Offer and/or Contract negotiation activities). A Proposer's initially submitted Proposal should not assume that any of the proposed exceptions will be accepted and incorporated into the Contract.

5.1.13. Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered, so IFA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits B and C. Line item changes will not be accepted. Proposer shall deliver any such modification(s) in the types and manner described in this Section 5.1.13 facsimile or other electronically transmitted modifications will be permitted.

5.1.14. Late Proposals

The Joint Board will not consider any late Proposals. Proposals and/or modifications not requested by IFA, on behalf of the Joint Board, received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

5.2. IFA and Joint Board Reservation and Rights

IFA and the Joint Board may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform TSP2's obligations under the Contract Documents. The Joint Board reserves the right to:

- Develop the Project in any manner that it, in its sole discretion, deems necessary;
- Reject any or all of the Proposals;
- Modify any dates set or projected in this RFP and extend any deadlines;
- Cancel, modify or withdraw the RFP in whole or in part at any time prior to the execution by the Joint Board of the Contract, without incurring any cost obligations or liabilities;
- Terminate this procurement and commence a new procurement for part or all of the Project;
- Terminate evaluations of Proposals received at any time;
- Suspend or terminate negotiations at any time, recommence negotiations with the Preferred Proposer after negotiations have been suspended, elect not to commence negotiations with any responding Proposer, engage in negotiations with other than the highest ranked Proposer;

- Modify the procurement process to address applicable law and/or the best interests of the Joint Board, the State and the Commonwealth;
- Waive or permit corrections to data submitted with any response to this RFP until such time as IFA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- Permit submittal of addenda and supplements to data and information previously provided in a Proposal pursuant to a request for clarification issued by IFA until such time as IFA declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- Disclose information contained in a Proposal to the public as described herein;
- Approve or disapprove changes in the Key Personnel;
- Approve or disapprove changes in the Proposer's organization;
- Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- Consider information relating to a Proposer or Proposal based on information outside of the Proposal available to the evaluators, including the evaluators' personal experiences or knowledge;
- Request Proposal Revisions as specified herein;
- Offer a Proposer the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Contract Documents by a third party;
- Not issue a notice to proceed after execution of the Contract Documents;
- Disqualify any Proposer that violates the terms of the RFP;
- Determine a competitive range and conduct discussions with Proposers in the competitive range; and
- Exercise any other right reserved or afforded to IFA and the Joint Board under this RFP and applicable Law.

5.3. IFA and Joint Board Disclaimer

This RFP does not commit IFA or the Joint Board to enter into any contract. Neither IFA nor the Joint Board assume any obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team. The only exception to this clause is that the Proposer who participates in the Proof of Concept and is not selected will be entitled to a one-time reimbursement further details in Exhibit A.

In no event shall IFA or the Joint Board be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to the Joint Board, have been authorized and executed by the Joint Board and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the Joint Board to the Proposers during the procurement process, which obligations are expressly set forth in these RFP Documents. In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

5.4. Protest Process

5.4.1. Applicability

This Section 5.4 sets forth the exclusive protest remedies available with respect to the RFP. These provisions prescribe the exclusive procedures for protests regarding:

a) Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the authority of IFA or the Joint Board;

b) A determination as to whether a Proposal is responsive to the requirements of this RFP or as to whether a Proposal passes the pass/fail criteria set forth in the RFP, as applicable; and

c) Award of the Contract and any other protest relating to evaluation or selection not addressed in the above items.

5.4.2. Required Early Communication for Certain Protests

Protests concerning the issues described in Section 5.4.1a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures for those discussions prescribed in this Section 5.4. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to IFA's Authorized Representative. The written request shall include an agenda for the proposed one-on-one meeting. IFA, on behalf of the Joint Board, will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary, to address the issues raised in a protest, IFA, on behalf of the Joint Board, may, in its sole discretion, make appropriate revisions to the RFP Documents by issuing addenda.

5.4.3. Deadlines for Protests

Protests concerning the issues described in Section 5.4.1 a) must be filed as soon as the basis for the protest is known, but no later than twenty (20) days after issuance of the RFP, unless the protest relates to an Addendum to the RFP, in which case the protest must be filed no later than five (5) days after the Addendum is issued (but in any event, prior to the Proposal Due Date).

Protests concerning the issues described in Section 5.4.1 b) must be filed no later than five (5) days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 5.4.1 c) must be filed no later than ten days after notification of Preferred Proposer.

5.4.4. Content of Protest

Protests filed under Section 5.4 shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

5.4.5. Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Public Finance Director with copies to the IFA general counsel at Indiana Finance Authority and Public Finance Director of the State of Indiana, each at One North Capitol Avenue, Suite 900 Indianapolis, Indiana 46204, as soon as the basis for protest is known to Proposer. IFA, in its sole discretion, may require the Proposer filing the protest to submit a copy of the protest to the other Proposers whose addresses may be obtained by contacting IFA's Authorized Representative.

5.4.6. Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within 5 days of the filing of the protest. IFA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

5.4.7. Burden of Proof

The protestant shall have the burden of proving its protest. IFA, on behalf of the Joint Board, may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

5.4.8. Decision on Protest

The Public Finance Director or his or her designee shall issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest under Section 5.4.4. The decision by the Joint Board shall be final. If necessary, to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda. The written decision shall be final, binding and not subject to appeal.

5.4.9. Protestant's Payment of Costs

If a protest is denied, Proposer filing the protest shall be liable for the costs reasonably incurred by IFA and the Joint Board to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by either or both of IFA and the Joint Board as a consequence of the protest.

5.4.10. Rights and Obligations of Proposers

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 5.4, and expressly waives all other rights and remedies that may be available to Proposer under Law. These provisions are included in the RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards,

disputes, or does not follow the exclusive protest remedies provided in this Section 5.4.10, it shall indemnify and hold the Joint Board, IFA and the other States' Parties and their respective officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

EXHIBIT A. PROOF OF CONCEPT

Overview and Goals

After the development of the Initial Total Proposal Score, up to two (2) Proposers may be invited to participate in a Proof of Concept. The goals of the Proof of Concept are to:

- Evaluate the proposed BOS using setup data and transaction data provided by the Proposer meant to simulate anticipated Project data.
- Receive a practical demonstration of how the proposed BOS will perform key business processes.
- Identify potential issues and risks, including development risk, that may hinder the implementation of the proposed BOS.
- Verify to some extent the description of the proposed BOS provided in the written proposal response.

Stipend

The Proposer who is selected and ultimately agrees to the contract terms will be solely responsible for their costs associated with the preparation for and participation in the Proof of Concept. The proposer who is not selected will be entitled to a one-time stipend in the amount of $200,000 within ninety (90) calendar days following the completion of the Proof of Concept. Details on the stipend payment to the unsuccessful proposer are in Section 4.7 above.

Scheduled Dates

It is anticipated that Proposers selected for the Proof of Concept will be notified after the interviews/demos and approximately six (6) weeks before the start of the Proof of Concept. The Proof of Concept is estimated to last four (4) weeks. The Joint Board Representatives will provide current Project information (location names, toll rates, users, etc.) for the setup data for the Proof of Concept to all proposers invited to the interviews/demos so that if a Proposer so desires, they can begin preparing for the Proof of Concept before the Joint Board issues a shortlist of Proposers selected to participate in the Proof of Concept. Proposers should plan to complete installation of their system needed as part of the required Proof of Concept functionality before the start of the Proof of Concept. States' Parties will work with each proposer to develop a detailed schedule for needed activities.

Proof of Concept Location

Proposer shall set up a Proof of Concept (POC) BOS that is self-contained and capable of running as installed on dedicated server(s) provided by Proposer and located at Proposer's facility and/or hosting location. Proposer will provide Joint Board Representatives with remote access to the POC BOS. Joint Board Representatives will conduct most of their activities remotely but may request access to proposer's facility as part of the evaluation process. Proposer will provide personnel to the Joint Board in establishing remote access to the POC BOS and provide training on how to use it. These services will be provided on-site at the RiverLink project office in

Jeffersonville, IN. Proposers shall have subsequent assistance on-site for the entirety of the POC period to help resolve issues as they arise.

Items Supplied to the Proposer

The Joint Board will provide the following for the Proof of Concept:

- Setup data and information for a small subset of transactions, provided in a data file(s) (such as accounts, transponder information, location information, and toll rates).

Items Supplied by the Proposer

Proposer will provide the following for the Proof of Concept:

- All hardware and software needed to conduct the Proof of Concept.
- Proposer shall setup its POC BOS using the data provided by Joint Board Representatives. If proposer's POC BOS requires additional data (not provided by States' Parties) for data integrity and user interface needs, proposer will create the supporting data as needed.
- Personnel to assist Joint Board Representatives in establishing remote access to the system and provide initial training on how to use it. This support will be provided on-site in Jeffersonville, IN.
- Personnel to assist Joint Board Representatives, as requested, during Proof of Concept activities. This support can be provided remotely.

Participants in the Proof of Concept

Proposer shall ensure that its designated Key Personnel for the project are available to actively participate in the Proof of Concept. Key Personnel shall be available to address questions from Joint Board Representatives. Questions may be related to customer service, finance, reporting, internal audits and other topics covered in Form K. This support can be provided remotely.

Data Security

No data provided by States' Parties shall be removed from the dedicated server(s) other than in connection with reports and other output delivered to States' Parties for review.

At the end of the Proof of Concept, both Proposers shall completely delete all provided and generated data related to the Proof of Concept. Proposers will fully cooperate with States' Parties tasked with supervising and confirming the deletion process.

Examples of Required Proof of Concept Functionality

Proposer's POC BOS shall demonstrate base functionality. States' Parties will provide a list of required Proof of Concept functionality with data sets after the interviews and demonstrations. The required Proof of Concept functionality will be a subset of the functionality described in Form K. Proposer will only be asked to demonstrate functionality that they classify as "Meets", "Meets with Configuration" and "Meets with Customization" as submitted in the Proposals Technical Requirements Conformance Matrix, Form K. States' Parties will not require proposer's POC BOS

to be RiverLink-branded. In addition, States' Parties will not require proposer to develop interfaces between the POC BOS and any external systems. However, proposer may demonstrate this functionality if they desire.

Following are examples of functionality that may be required during the Proof of Concept:

- Account management features
  - Setup customer account (BOS internal user)
  - Setup account attributes and flags (BOS internal user)
  - Accept payments
  - Dispute/escalation workflow
  - Transition an account from prepaid to postpaid
  - Transition an account from postpaid to prepaid
  - Merge accounts
- Transaction processing
  - Process transactions to each transaction's respective aged or terminal state. Establish new accounts based on ROV information and toll transactions.
  - Generate an MBS
  - Demonstrate aging lifecycle
  - Age tagged transactions through their terminal state
  - Process vehicle ownership changes and handle vehicle ownership changes and discrepancies (i.e. overlaps) and associated billing changes
  - Create a file for print batch for MBS
- Customer portal features
  - Self-Service features to open and edit an account
  - Self-Service features to view an account and associated account information
  - Self-Service features to initiate a Case
  - Customer transaction from opening an account to requesting a transponder
  - Content management features for the Self-Service Website
  - IVR/Telephony system
- Inventory management
  - Setup of inventory locations
  - Fulfillment workflow
- Case management
  - Case initiation and queuing
  - Case workflow including internal and external notifications
  - Escalation process for both disputes received by CSC and disputes received from other sources
- Reporting
  - BOS reports

- Applicable reports reflecting all activities performed during the Proof of Concept

- System administration features
  - Business rules setup
  - Parameters setup
  - User setup
  - User roles setup
  - Workflow setup
  - Customer service location setup
  - Toll rates and discounts setup
  - Toll lane setup
- Auditing and logging features
  - Security and activity log reports
  - Audit data and reports
  - Audit and security and activity logs for every action completed during the Proof of Concept
- BOS monitoring system dashboard
  - Dashboard view and customization capabilities
  - Dashboard reports and alerts
- Finance
  - Financial ledger set-up
  - Financial output file
  - Disbursements
  - Reconciliations
- Image Processing and Image Review
  - Image processing and image review workflows
  - Image processing and image review accuracy reports
- General
  - Proposer shall provide States' Parties access to the installed POC BOS as necessary to review the system's monitoring tools
  - Proposer's POC BOS shall process a minimum of 100,000 toll transactions on any given day during the Proof of Concept phase.
  - States' Parties may request that proposer demonstrate functions in addition to those described above to validate their proposal.

Evaluation

States' Parties will have access to the POC BOS to run through basic operations, user interface screens, reports, etc. The PEC will evaluate the POC BOS's ability to demonstrate the required Proof of Concept functionality.

EXHIBIT B. PART 1: GENERAL INFORMATION PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit B describes the submission format for General Information Proposals and outlines the required information that will comprise Part 1: General Information Proposal.

The General Information Proposal shall be organized in the order listed in Exhibit E (except for appendices that may be included in the appropriate part) and shall be clearly titled and identified. Proposers shall submit the information required by this Exhibit B in the organization and format specified herein.

All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms. Evidence of signature authority shall be provided for all individuals signing forms.— If a signature is not practical, other means will be accepted i.e. DocuSign, notary.

Part 1 General Information Proposal shall consist of the following major elements;

A. Executive Summary

Executive Summary

The Executive Summary shall be limited to 6 pages and written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not exceed 6 single-sided pages. **The Executive Summary shall not include any information regarding pricing or the Price Proposal.**

It shall, at a minimum, include the following:

(a) A clear explanation of the organization and the contents of the Proposal;

(b) A summary of the proposed management, decision making, and day-to-day operation structure of the Proposer, and a statement that each Major Non-Equity Member has committed to provide the specified people;

(c) A summary of the preliminary Project Management Plan; and

(d) A summary describing the Proposer's approach for working with the Joint Board Representatives and third parties, including the approach to resolving conflicts.~~; and~~

(e) ~~A summary of any changes to the information submitted in the Proposer's Revisions~~;

Each Proposer shall attach to the Executive Summary the following two organization charts:

(a) A chart identifying and indicating the roles of the Equity Members and Major Participants (other than Equity Members) and their shares of ownership of any joint venture or other entities; and

(b) A chart identifying and showing the relationship between any of the Equity Members and Major Participants (other than Equity Members) and any Guarantors and Financially Responsible Parties.

These charts will not be counted towards the page limit for the Executive Summary.

B. Proposer Information, Certifications, and Documents

If a form required hereunder calls for execution or information concerning an Equity Member or a Major Subcontractor and that entity is a consortium, partnership or joint venture, the form must be provided for both the consortium, partnership or joint venture entity, as well as the individual members of the consortium partnership or joint venture; provided, however, that execution of the form, if required, on behalf of the consortium partnership or joint venture need only be by an authorized signatory of the consortium partnership or joint venture.

Form A. Proposal Letter and Authorization Documents

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter evidence of authorization (Authorization Documents as outlined in Exhibit E) to execute and deliver the Proposal, the Contract and all other documents required to be executed by the Proposer or TSP2 in connection with the Contract and award of the Contract and shall identify its authorized representative(s). If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalf in respect of the Proposer.

The Proposal Letter shall be signed in blue ink by all Equity Members and shall be accompanied by evidence of signatory authorization as specified in Form A and is preferred to be the original, wet signature. If wet signature is not practical, other means will be accepted i.e. DocuSign, notary.

Form C. Responsible Proposer and Major Participant Questionnaire

The Proposal shall include Form C, the "Responsible Proposer and Major Participant Questionnaire". The form executed by the Proposer shall be signed by the same individual(s) who signed the Proposal Letter. The forms signed by Equity Members, Major Subcontractors and Financially Responsible Parties shall be signed by an authorized representative of such entity.

Failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA and the Joint Board to contact owner representatives may, in the sole discretion of the Joint Board, lead to a determination of a non-responsible Proposer and disqualification from the procurement process.

Form D. Non-Collusion Affidavit

The Proposal shall include Form D, certifying that the Proposal is not the result of and has not been influenced by collusion.

Form D shall be executed by each Proposer on its behalf and by each of the Equity Members separately on their own behalves.

Surety/Financial Institution Information

The Proposal shall include the following information regarding the Payment Bonds and Performance Security to be provided in accordance with the Contract:

- Name of Surety (which must be an Eligible Surety) and the name and address of the agent.
- Whether the listed Surety defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and the details in the event of such default.
- A letter from the Surety indicating that the Surety has reviewed the Contract Documents, including Article 4 of the Contract, and is prepared to issue the Performance Bond(s) and Payment Bond(s) in the form and amount required by the Contract. The letter must specifically state that the Surety has read the RFP (including the ITP) and any addenda and has evaluated the backlog and work in progress for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond(s) and Payment Bond(s). The letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Contract and issuance of a notice to proceed thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Contract or the Technical Provisions following the date of the letter, but excluding any change orders and any changes or information reflected in the Proposal, such as Proposer commitments. Separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Proposer team members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the Surety will be issuing.
- In instances where the response to Exhibit B, contains descriptions of proposed or anticipated changes in the financial condition of Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Surety's/bank's/financial institution's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

Form F. Conflict of Interest Disclosure

Proposers' attention is directed to 23 CFR Part 636 Subpart A and Section 5.1.3.

Each Proposer, on behalf of itself and all entities on the Proposer's team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall voluntarily disclose to the IFA and the Joint Board, in writing, any fact that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. The Proposal shall include a certification on Form F by Proposer, on behalf of itself and all entities on the Proposer's team, and separately by each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party describing potential organizational conflicts of interest,

including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest. Each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall complete and deliver a certification on Form F even if such entity has nothing to disclose, in which case, such entity shall so indicate on Form F.

The Joint Board may preclude or disqualify a Proposer from participation in the procurement and subsequent Contract if the Proposer or Proposer team is deemed to have an unfair competitive advantage or a conflict of interest under applicable state or federal law.

Form H. Certification Regarding Equal Employment Opportunity

The Proposal shall include Form H, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

A Form H shall be provided by the Proposer, each Equity Member, and each proposed Major Subcontractor.

Form I. Use of Contract Funds for Lobbying Certification

The Proposal shall include executed copies of Form I, regarding use of contract funds for lobbying. One copy of Form I must be executed by each of the Proposer, each Equity Member, and any proposed Subcontractors.

Form I should be modified and duplicated as needed and must be executed by Proposer, Equity Members and all proposed Subcontractors.

Form J. Debarment and Suspension Certification

The Proposal shall include an executed copy of Form J, regarding debarment and suspension of contractors. The form is to be signed by the Proposer's Authorized Representative.

Insurance

Proposer has delivered written evidence, satisfactory to the Joint Board, from an insurance company(ies), broker(s), agent(s) or advisor(s) expressly indicating that Proposer will be able to obtain and maintain the insurance types and amounts required by the Contract Documents and can do so under the terms, and subject to the conditions, specified in Section 9 of the Contract. The insurance company(ies)', broker(s)', agent(s)' or advisor(s)' signatories to such written evidence shall explicitly state that it/they have read the Contract Documents and insurance requirements set for the therein and that the Persons required to obtain insurance under the Contract have the capability of obtaining such insurance in the coverages and under the conditions listed in the Contract.

Confidential Contents Index

A page executed by the Proposer that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that the Proposer deems to be a

trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Joint Board to treat the entire Proposal as public information. Notwithstanding the foregoing, the list required under this section is intended to provide input to IFA and the Joint Board as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on IFA or the Joint Board, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act.

Form N. Required Affidavit for Bidders, Offerors and Contractors in KY

The Proposal shall include an executed copy of Form N.

Legal Information

The Proposal shall provide the following information regarding legal issues affecting Proposer and its team members:

- **Legal liabilities.** Provide a list and a brief description of all instances during the last five (5) years involving toll projects in which Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

  "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Subcontractor as a joint venture or partner and not to activities of other joint ventures or partners not involving the Proposer, any Equity Member or any Major Subcontractor), and other financially liable or responsible parties for the Proposer.

- **Legal proceedings**. Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) $500,000 on projects with a contract value in excess of $15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

Form O. Stipend Agreement

Prior to the Proof of Concept, Proposers shall include two (2) originals and three (3) copies of an executed Stipend Agreement, if the Proposer wants to be eligible to receive payment of the stipend. A copy of the requirements of Proposers for the Proof of Concept are set forth in Exhibit A and Section 4.7.

Form P. Exceptions

Proposers shall include any Exceptions to the Proposal. Form P, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 3. Exceptions shall include:

- Exceptions to the Contract, terms, conditions and KPI's
- Exceptions to requirements

While Exceptions are allowed to be submitted, Proposals shall be created based on the information provided within the RFP and any Addendums provided. Exceptions will only be considered after the Proposal review process.

Exceptions must be noted with specificity and deviations must not be in conflict with the goals of the RFP outlined in Section 1.3.1.

Form R. Drug-Free Workplace Certification

The Proposal shall include Form R, the "Drug-Free Workplace Certification". The form is to be signed by the Proposer's Authorized Representative.

C. Financial Information

The information required under Financial Information Section shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Proposer, Equity Member, Guarantor, Major Subcontractor or Financially Responsible Party). Financial Statements shall be provided in electronic, searchable PDF, in addition to hard-copy submissions as part of General Information Proposal Part 1.

a. Financial Capacity Information

The General Information Proposal shall include the following information for Proposer, all Equity Members, any Guarantor and any Financially Responsible Party:

- Audited financial statements for the three (3) most recent completed fiscal years, audited by a certified public accountant in accordance with U.S. GAAP or IFRS.
- In addition, interim unaudited statements for the period since the most recent completed fiscal year for the above entities shall be provided.

If an entity does not have individual 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, but a Guarantor will be required.

If the entity has been in existence for less than three (3) fiscal years, Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence. The Joint Board may, in its sole discretion based upon the review of the financial statements provided herein, request more than three (3) fiscal years of financial statements for Proposer, Equity Members of Proposer, Major Subcontractor and Financially Responsible Party (in each case, if a consortium, partnership

or any other form of a joint venture, all such members), and if requested such requested financial statements shall be provided as soon as reasonably possible.

Financial statement information must be consolidated where required by generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) and must include:

- Auditor's report;
- Balance sheet;
- Income statement or statement of comprehensive income;
- Statement of changes in cash flow;
- Statement of changes in equity; and
- Footnotes to financial statements.

In addition, financial statements must meet the following requirements:

- **GAAP/IFRS:** Financial statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- **U.S. Dollars**: Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the income statements, statement of changes in cash flow, statements of changes in equity, and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
- **Audited**: Financial statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant in the US or Charted Accountant for foreign entities). If audited financials are not available for an entity, the Proposals shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- **English**: Financial Statement information must be prepared in English. If the audited financial statement information for an entity is prepared in a language other than English, the original and one (1) copy of the information required under this section shall contain the original financial statement information and the translation but copy numbers two (2) to eleven (11) need only contain the English language translation of such audited financial statements. The original must be clearly marked "Original" on its face and spine.
- **Financially Responsible Party Letter of Support**: If Financial statements of a parent company or affiliate company (a "Financially Responsible Party") are provided to demonstrate financial capability of Proposer or Equity Members or Major Subcontractor of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member or

Major Subcontractor of Proposer, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that 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.

For purposes of this subsection, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer or any Equity Member or Major Subcontractor as a joint venture or partner and not to activities of other joint ventures or partners not involving Proposer or any Equity Member or Major Subcontractor), and (D) other financially liable or responsible parties for the entity.

- **Newly Formed Entity**: If Proposer, an Equity Member of Proposer or Financially Responsible Party is a newly formed entity and does not have independent and historical financial statements, financial statements for the equity owners/members shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent and historical financial statements). In the event of a newly formed entity, the Joint Board may, in its discretion, 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.
- **SEC Filings**: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- **Confidentiality**: Proposer shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page as described in ITP Section 5.1.5
- **Credit Ratings**: Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating. For non-rated entities, Proposer shall provide a letter from a lending bank that such entity is in good standing.

b. Material Changes in Financial Condition

Proposals shall provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for (i) the past three (3) years; and (ii) for changes anticipated for the next reporting period. Information pertaining to pending material changes may be marked confidential if required by law.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Major Subcontractor, each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

Estimates of the impact on revenues, expenses, assets, liabilities and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

Set forth below is a representative list of events intended to provide examples of what the Joint Board considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A downward change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downward change in credit rating for the affected entity or parent corporation of the affected entity;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies

direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of its workforce or involves the disposition of assets exceeding 10% of the then shareholder equity;

- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material adverse change in financial condition over the past three (3) years or may be pending for the next reporting period.

c. Guarantor Commitment

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form L committing to provide a guaranty in the form of Exhibit 10 of the Contract, concurrently with execution and delivery of the Contract by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in this Exhibit B relating to the guarantor; and (e) such other information concerning the guarantor as the Joint Board, may request. 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.

EXHIBIT C. PART 2: TECHNICAL PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit C describes the submission format for Technical Proposals and outlines the required information that will comprise Part 2: Technical Proposal.

The Technical Proposal shall be organized in the order listed in Exhibit E (except for appendices that may be included in the appropriate part) and shall be clearly titled and identified. Proposers shall submit the information required by this Exhibit C in the organization and format specified herein.

D. Technical Requirements

Form K. Technical Requirements Conformance Matrix

Proposers shall submit the Form K spreadsheet electronically as a Microsoft Excel 2016 file, Adobe (.pdf) file, and also include a hard copy of the entirety of Form K. Proposers shall not unlock cells or alter the document in any way, except as outlined below. Form K, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 2.

For each requirement listed with Form K, the Proposer shall indicate one of the following response conditions that most accurately represents the Proposer's current ability to fulfill each requirement:

- Meets – the Proposer, the proposed system(s), and/or the proposed service(s) meet(s), and will meet if Proposer becomes TSP2, the requirement without system configuration or customization changes (e.g., functionality is out-of-the-box, or required deliverable will be delivered as required)
- Meets with Configuration (Config.) – the proposed systems(s) can meet, and will meet if Proposer becomes TSP2, the requirement after system configuration, which is typically associated with setting or changing parameter values regarding, but not limited to, business rules, XML rules, screen view updates, and workflows and can be accomplished without code changes
- Meets with Customization (Cust.) – the proposed system(s) can meet, and will meet if Proposer becomes TSP2, the requirement after system customization is made that may include code changes, adding/changing interfaces, database changes, etc.
- Exception – the Proposer, the proposed system(s), and/or proposed service(s) will not meet the requirement, with further explanation provided in Form P

Planned Approaches

As part of the Technical Requirements response, Proposers shall respond directly to the each of the outlined topics below. Responses shall be no more than ten (10) pages (with the exception of K-3) in length and shall provide sufficient detail on the approach the Proposer will take on the Project.

K-1. Approach to Project Plan and Implementation

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the key components of the Proposer's Project Management Plan and approach to Implementation. Specifically addressing the following:
    - How the Proposer will execute, manage, and control:
        - project;
        - project schedule;
        - quality;
        - communication;
        - stakeholders;
        - scope;
        - risk; and
        - costs.
- The Proposers method to Implementation, including:
    - preparation of the infrastructure;
    - coordination of the appropriate parties and stakeholders;
    - document delivery and control; and
    - implementation of training and the training program.

K-2. Approach to Data Migration

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the key components of the Proposer's plan for migrating data from TSP1. Please specifically address the following:
    - How the Proposer will determine what data will be transferred to the production database and other data repositories (as needed);
    - Process for determining the quantity and format of legacy data to be migrated and the development of a data migration tool;
    - How the Proposer will test the data migration plan;
    - How the Proposer will execute data migration;
    - How the Proposer will manage and ensure that PCI, credit card, PII and other sensitive information will be protected during data migration to the system and a tokenized Merchant Services Provider; and

- Experience performing data migration on other projects.

K-3. Approach to System and Project Requirements

The Approach to System and Project Requirements shall be no more than twenty (20) pages. As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- How the System is designed and sized for future growth, including a detailed description of the system architecture with diagrams if available;
- How the System is designed to accommodate emerging customer privacy laws, policies and standards that the System will be subject to in the future (for example, state or federal privacy initiatives;
- Describe how the proposed System architecture and environment separates, isolates and protects Joint Board software, data, and processes from those of other customers;
- Discuss the Proposer's reporting solution and highlight any specific and unique features provided;
- 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
- Methods for maximizing customer self-service functionality and use, while also maintaining a high-level of customer satisfaction
- Aspects of the Proposer's system and proposed solution which have been most useful in converting customers to self-service and explain why
- Discuss previous experience integrating contact centers and lessons learned that could improve operational efficiencies
- Discuss the overall approach to ensuring System compliance with the Payment Card Industry (PCI) Data Security Standard requirements
- Discuss the proposed System capabilities as it relates to Account management, specifically with respect to establishing different Account types and ease of transitioning customers between them
- Discuss the Proposer's system capabilities as it relates to Case management and issue tracking, escalation and management
- Describe the process for associating inbound and outbound correspondence and other customer communication to the appropriate account
- Describe how the system ensures timely, accurate correspondence production, delivery and tracking
- Discuss system capabilities for allowing Authorized Users to view the lifecycle of transactions; images; invoices; notices; correspondence, and payment processing events, including all applicable workflow progressions and examples of end-to-end reporting. Describe how

Authorized Users will be able to trace individual transactions from inception through current status.

- Discuss the Proposer's system capability in tracking and reporting all financial transactions through the ledger account structure
- Describe the Proposer's approach to Disaster Recovery and business continuity
- Describe how Proposer will reconcile all data for all reconciliation points with the BOS and Third-Party Service Providers, including any automated or semi-automated reconciliations and how issues will be identified and rectified in a timely manner
- Describe the financial system that will be implemented on the project, including the Proposer's approach to providing a dual entry accounting system that is fully auditable and can provide common financial reports based in GASB requirements.

K-4. Approach to Operations and Maintenance

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the Proposer's approach to required monitoring
- Discuss the methods available for the Joint Board's Representatives and Proposer's Authorized Users to create customer support tickets
- How the Proposer's customer support personnel will access the System and view specific end-user screens for purposes of understanding the issue and troubleshooting
- Provide the Proposer's approach to System maintenance
- Provide the Proposer's anticipated schedule for updates and upgrades
- Provide the Proposer's approach to Quality Assurance.

K-5. Approach to BOS and CSC Transition

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the Proposer's approach to the transition of the existing system to the Proposer's system in coordination with the existing TSP1. Please specifically address the following:
    - Identify the anticipated major transition issues and plans to manage these issues
    - Discuss the Proposer's strategy to minimize disruption to the customer
    - What level of cooperation will Proposer look for from TSP1, the Joint Board Representatives, and other current Project Service Providers to successfully transition the BOS and CSC.

K-6. Approach to CSC Workforce Management

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss activities, processes, and methodology used to manage labor
- What third-party (if any) Workforce tools will be used
    - Provide examples of other projects that said tool(s) were used on, and how those have helped
- What aspects of Workforce Management does the Proposer intend to track and monitor
- What types of analytics or business intelligence does the Proposer look at to maximize labor and increase worker efficiency

K-7. Approach to Key Performance Indicators

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Provide, where available, examples of how System performance requirements were met or exceeded on other similar projects and how the performance was measured in comparison to this Project.
- Provide explanation of how the Proposer will provide the data necessary to validate system requirements.
- Discuss plans for and approach to communications and complaint and dispute resolution with both the Joint Board Representatives.

K-8. Approach to Technology and Telephony

As part of the planned approach response, Proposers should include, at a minimum, responses to the following:

- Discuss the hardware and software infrastructure solutions including production; training; software development; software deployment; test and help desk environments.
- Discuss technology involving the development, application, and deployment of telecommunication services
- List and discuss all the innovative methods and technologies for self-service and customer communications the Proposer is offering on this Project
- Identify any third-party product(s) integrated into the system and the functionality available

Form Q. Value Adds

Proposers shall include any Value Adds to the Proposal that are in addition to the listed requirements set forth in Form K. Value Adds should not replace or act as a substitute for listed

requirements but should be considered in addition to. Form Q, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 4.

- Value Adds will be limited to twenty (20) such additions, and should list the value added, the system or subsystem that is impacted
- Proposers shall refer to the template as set forth in Form Q
- Examples of potential Value Adds include; interfacing with emerging technologies, functionality to improve toll collections or customer account management, innovations with achieving customer demands, acceptance of alternative payment methods, changes in customer communication methods

E. Preliminary Project Schedule

The Proposal shall include a summary level preliminary Project Schedule and narrative for all planning, installation, integration and operations and maintenance during delivery and operations and maintenance phases of the Project (the "preliminary Project Schedule"). The preliminary Project Schedule shall include key activities and milestones included in the baseline planning, installation and integration schedule and the operations and maintenance baseline schedule.

The preliminary Project Schedule and narrative may not exceed 10 pages and shall be sized 11x17 with ½-inch margins or wider. In addition to the standard submission of a hard copy and Adobe searchable (.pdf), Proposers shall submit the preliminary Project Schedule electronically as a Microsoft Project 2016 file.

F. Project Team

Form B (1-3). Proposer, Major Participants, Other Contractors Information

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in organization, licensing information, and description of work (if applicable) for the Proposer and Equity Members.

The Proposal shall include a completed Form B-2 providing information about the Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3 information regarding (i) each Major Participant (excluding Equity Members that do not fall into clauses (a) through (e) of the definition of Major Participants); and (ii) all other Contractors identified by the Proposer as of the Proposal Due Date.

The Proposal shall include copies of organizational documentation described in pages 5 through 7 of Form A for Proposer and Equity Members, as well as other documentation required by Form B-2. 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) for such proposed entity.

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.

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.

The responsiveness evaluation will consider the following both currently as well as historically, as appropriate:

- Profitability;
- Capital structure;
- Ability to service existing debt; and
- Other commitments and contingencies.

If the Joint Board determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the Contract Documents, it may offer the Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to the Joint Board.

Qualifications Information

The Proposal shall describe relevant experience held by Proposer, Equity Members of Proposer and Major Subcontractors that most successfully demonstrate the Proposer team's ability to perform the scope of services required Contract Documents.

Proposers should provide a description of three (3) projects that most successfully demonstrate the Proposer team's ability to develop and implement a transactional-based BOS for managing accounts, and three (3) projects that most successfully demonstrate the Proposer teams' ability to operate a customer service center. The qualifications information shall be limited to 12 pages.

Key Personnel

The Proposer shall provide resumes of not more than two (2) pages for each individual/position identified below. Each resume shall state the specific role(s) that the proposed key person would be fulfilling for the Project. The submission must include Form E which serves as an affirmative statement signed by the Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project.

Three (3) references for each key person must be supplied. References shall be previous owners or clients with which the identified personnel have worked within the past five (5) years and shall include the name, position, company or agency and current postal and email addresses and phone number. Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented in determining the key personnel's qualifications.

All Key Personnel described in the Form K requirements shall include the resume and references for each staff member.

Key Personnel:

- Project director;
- Project manager (dedicated);
- Deputy Project manager (dedicated);
- Customer Service Center manager (dedicated);
- Workforce manager (dedicated);
- Training manager (dedicated);
- Finance and operational reporting manager (dedicated);
- Back Office and development manager;
- Data migration manager;
- Maintenance manager;
- Technical/Solution architect; and
- Quality assurance/testing manager.

If a key person has only worked on one or two projects during the past five (5) years, Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five (5) years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years so that the number of references equals three (3) in total.

Form E. Personnel Work Assignment Form and Commitment of Availability

The Proposal shall identify the Key Personnel and shall include Form E identifying personnel work assignments, as well as a statement signed by the Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project. The Proposal shall contain written confirmation that these staff will actually be assigned to the Project and will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Contract. Refer to of the Technical Provisions for information regarding time commitment requirements and limitations for Key Personnel and IFA rights if it is determined that any such personnel are not devoting sufficient time to the prosecution and performance of the Work required for the Project.

Form E shall be signed by the Proposer and the employer of each of the Key Personnel. Form E, as finalized, shall be appended to the Contract as Exhibit 3.

EXHIBIT D. PART 3: PRICE PROPOSAL INSTRUCTIONS

General Instructions

This Exhibit D describes the submission format for Technical Proposals and outlines the required information that will comprise Part 3: Price Proposal.

The Price Proposal shall be organized in the order listed in Exhibit E (except for appendices that may be included in the appropriate part) and shall be clearly titled and identified. Proposers shall submit the information required by this Exhibit D in the organization and format specified herein.

Form G. Price Tables

Proposers shall submit the Form G spreadsheet electronically as a Microsoft Excel 2016 file, Adobe (.pdf) file, and also include a hard copy of the entirety of Form G. Proposers shall not unlock cells or alter the document in any way, except as outlined below. Form G, as finalized, shall be appended to the Contract as Exhibit 7 Attachment 1.

Proposer shall fill in all the highlighted cells within the Form G spreadsheet. All project costs should be included in one and only one tab.

The following table provides instructions for each tab on the spreadsheet.

Tab	Notes and Instructions
1. Initial Costs	No inputs required. This tab summarizes data from tab 1A.
1A. Initial Detail	Describe the key activities for each milestone and provide labor and non-labor costs for each activity. The cost for ~~i~~Item 1.1~~A~~ (Mobilization) may not exceed 10 percent of the total ~~I~~initial ~~c~~Costs. While the technical data migration approach will be based on the Data Cleansing and Migration Plan, data migration pricing (~~i~~Item 1.12) should assume that the migration of all legacy data will occur. This will include approximately 6 years of data/information to be migrated, current database size of 4.5TB, and access in the new system to all previous system artifacts. After TSP2 has had an opportunity to analyze the legacy data and develop the Data Cleansing and Migration Plan, the Joint Board Representatives reserve the right to negotiate a reduction in the data migration pricing item(s). The cost for item 1.14 (System Acceptance) shall be at least 10 percent of the total Initial Costs.
2. BOS Admin	No inputs required. This tab summarizes data from tab 2A.
2A. BOS Admin Detail	The listings of detail items for the years of operation in Table 2A are provided as suggested examples only and each listing for each year may be modified (i.e., detail items may be edited, added or deleted) by the proposer.

Tab	Notes and Instructions
	Provide monthly labor and non-labor costs by year for each activity shown. Use the blank cells in Column B to list additional activities as needed to fully support the cost calculation. Provide labor and non-labor costs by year for each activity added.
3. Variable Operations	Variable operations costs will be based on a set of unit costs that vary by volume and by year. Use Column C to define up to three pricing levels. Each pricing level represents a volume range that will be associated with a unit cost. Use the remaining cells to enter a unit cost for each level and year of operations. Do not include ~~the following~~Pass-Through Cost ~~i~~Items listed in Volume II Exhibit 6-B in these unit costs~~.~~ since ~~–T~~the cost of these items will be reimbursed as specified.~~pass through costs:~~ ~~postage~~ ~~credit card fees, up to 3 percent (costs will be reimbursed monthly up to a maximum value of 3 percent of the monthly credit card transaction value)~~ ~~out of state lookup costs, up to $1.25 per successful lookup~~
4. Fixed Operations	No inputs required. This tab summarizes data tab 4A.
4A. Fixed Operations Detail	Provide monthly fixed costs by year for the items listed in the table. Fixed costs are costs that are the same regardless of the volume of transactions and activities defined on the variable operations tab. If one of the Walk-Up Centers will be located in the same facility as the call center, include all costs in the call center and leave the costs for the associated Walk Up Center as zero.
5. End Transition	No inputs required. This tab summarizes data from tab 5A.
5A. End Transition Detail	Describe the key activities associated with transitioning to a new TSP at the end of the contract and provide the labor and non-labor costs for each activity. Assume that the transition will occur after year ~~10~~ 7 of operations.
6. Various Pass-Throughs~~Lookup Costs~~	Provide the unit cost by year of operations for each of the various Pass-Through Cost Items listed. ~~of a successful out of state address lookup by year, up to a maximum of $1.25.~~ These costs will be reimbursed as P~~p~~ass-Through ~~through~~ ~~c~~Cost~~s~~ Items as specified. ~~Costs exceeding $1.25 per successful lookup should be included in the variable operations unit costs on tab 3.~~

Tab	Notes and Instructions
7. Additional Labor Rates	Provide labor rates (full loaded) by year of Contract for each position shown. Identify additional positions, as needed. The complete list of positions should account for all staff that will and may work on the Project. **Note**: CSR-related positions should include all customer service functions related to answering calls, responding to emails, handling disputes, handling chats, etc.

Format of Price Proposal; Interpretation Matters

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of individual line amounts and totals, the individual line amounts will prevail.

The Price Proposal should include only those tables and forms included within Form G. Any materials or narrative included in the Price Proposal or otherwise in the Proposal that describes the basis of pricing or includes assumptions, qualifications, reservations or conditions related to the Price Proposal and pricing or which indicates are subject to later negotiation or potential change order shall be disregarded and not binding on the IFA and Joint Board and may, in the sole discretion of the Joint Board, result in a finding that the Proposal is nonresponsive and that the Proposer is disqualified.

Contents of Price Proposal

All parts of the Proposal that indicate price and financial terms are to be included in the Price Proposal. No parts of the Proposal that indicate price and financial terms are to be included in the Technical Proposal.

The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit D. Proposers are to provide all the information set out in this Exhibit C.

Verification

Each Proposer shall satisfy itself as to the payments, costs and tax consequences of entering into the Contract and becoming the TSP2. Neither IFA nor the Joint Board nor any of the Joint Board Representatives or members make any representations or warranties, express or implied, and assumes no liability whatsoever, with respect to the consequences of federal, state, local or other income tax treatment of TSP2 under the Contract.

EXHIBIT E. PROPOSAL CHECKLIST

Proposers shall follow the order of the Proposal Checklist and include a referenced copy of this document with the Proposal submission and any Proposal Revision.

Proposal Part 1, 2 and 3		
Proposal Component	*Form (if applicable)*	*ITP Exhibit*
Part 1 – General Information		
A. Executive Summary		
Executive Summary **(Exclude price information)**	No forms are provided	Exhibit B
B. Proposer Information, Certifications & Documents		
Proposal Letter	Form A	Exhibit B
Authorization Documents	No forms are provided	Exhibit B
Letter accepting joint and several liabilities, if applicable	No forms are provided	Exhibit B
Responsible Proposer and Major Participant Questionnaire	Form C	Exhibit B
Non-Collusion Affidavit	Form D	Exhibit B
Surety/Financial Institution Information	No forms are provided	Exhibit B
Conflict of Interest Disclosure Statements	Form F	Exhibit B
Equal Opportunity Employment Certifications	Form H	Exhibit B
Lobbying Certifications	Form I	Exhibit B
Debarment and Suspension Certifications	Form J	Exhibit B
Insurance	No forms are provided	Exhibit B
Confidential Contents Index	No forms are provided	Exhibit B
Required Affidavit for Bidders, Offerors and Contractors in KY	Form N	Exhibit B
Legal Information	No forms are provided	Exhibit B
Stipend Agreement	Form O	Exhibit B
Exceptions	Form P	Exhibit B
Drug Free Workplace Certification	Form R	Exhibit B
C. Financial Information		
Corporate and financial information for the Proposer, Major Participants, Guarantor and any other Financially Responsible Party	No forms are provided	Exhibit B
Audited Fiscal Financial Statements and unaudited interim financial statements	No forms are provided	Exhibit B
Material Changes in Financial Condition	No forms are provided	Exhibit B

Proposal Part 1, 2 and 3		
Proposal Component	*Form (if applicable)*	*ITP Exhibit*
Guarantor Commitment Letter	Form L	Exhibit B
~~Part 1 –~~ **Appendices**		
Proposer Teaming Agreement or Key Terms	No forms are provided	Exhibit B
~~Executed Contracts or Term Sheets/Heads of Terms~~	~~No forms are provided~~	~~Exhibit B~~
Part 2 – Technical Proposal (Exclude price information)		
D. Technical Response		
Technical Requirements Conformance Matrix	Form K	Exhibit C
Approach to Project Plan and Implementation	K-1	Exhibit C
Approach to Data Migration	K-2	Exhibit C
Approach to System and Project Requirements	K-3	Exhibit C
Approach to Operations and Maintenance	K-4	Exhibit C
Approach to BOS and CSC Transition	K-5	Exhibit C
Approach to CSC Workforce Management	K-6	Exhibit C
Approach to Key Performance Indicators	K-7	Exhibit C
Approach to Technology and Telephony	K-8	Exhibit C
Value Adds	Form Q	Exhibit C
E. Preliminary Project Schedule		
Preliminary Project Schedule	No forms are provided	Exhibit C
F. Project Team		
Identification of Proposer and Equity Members	Form B-1	Exhibit C
Information About Proposer Organization	Form B-2	Exhibit C
Information About Major Participants and Identified Contractors	Form B-3	Exhibit C
Qualifications Information	No forms are provided	Exhibit C
Key Personnel resumes and references	No forms are provided	Exhibit C
Personnel Work Assignment Form and Commitment of Availability	Form E	Exhibit C
Part 3 – Price Proposal		
Price Forms	Form G	Exhibit D

EXHIBIT F. REQUIRED FORMS

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Members
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Participants and Identified Contractors
Form C	Responsible Proposer Major Participant Questionnaire
Form D	Non-Collusion Affidavit
Form E	Personnel Work Assignment Form and Commitment of Availability
Form F	Conflict of Interest Disclosure Statement
Form G	Price Forms (provided as a spreadsheet)
Form H	Equal Employment Opportunity Certification
Form I	Use of Contract Funds for Lobbying Certificate
Form J	Debarment and Suspension Certification
Form K	Technical Requirements Conformance Matrix (provided as a spreadsheet)
Form L	Guarantor Commitment Letter
Form M	RFP Comment Form
Form N	Required Affidavit for Bidders, Offerors and Contractors in KY
Form O	Form of Stipend Agreement
Form P	Exceptions (provided as a template)
Form Q	Value Add (provided as a template)
Form R	Drug-Free Workplace Certification

FORM A

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____

The undersigned ("Proposer") submits this proposal (this "Proposal") in response to that certain Request for Proposals (as amended, the "RFP") issued by the Indiana Finance Authority ("IFA"), an independent public corporation created under the laws of the State of Indiana, on behalf of the Joint Board, dated [_____ ~~INSERT DATE]~~, to provide, operate, maintain, and manage a tolling back office system and provide customer service center operations, for RiverLink's Ohio River Bridges (the "Project"), as more specifically described herein and in the documents provided with the RFP (the "RFP Documents"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP and the RFP Documents.

The RFP was issued on behalf of the Joint Board ("Joint Board") established under the Interlocal Cooperation Agreement for the Ohio River Bridges Project (as amended from time to time, the "Interlocal") and the Bi-State Development Agreement ("Development Agreement") among KYTC, KPTIA, IFA and INDOT (collectively, the "States' Parties"), which has authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States' Parties.

Subject to the terms below, in consideration for IFA and the Joint Board supplying us, at our request, with the RFP Documents and agreeing to examine and consider this Proposal, the undersigned undertake(s) [jointly and severally] ***[if Proposer team's equity members have not formed the Proposer entity, then leave in words "jointly and severally…" and delete the brackets. Otherwise delete the entire phrase. The bracketed "jointly and severally…" language applies until a Proposer entity is formed, in which case, it will not apply unless the Contractor is a joint venture or partnership]***:

a) to keep this Proposal open for acceptance initially for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of the Joint Board, in its sole discretion; and

b) if this Proposal is accepted, to provide security (including insurance) for the due performance of the Contract ("Contract") as stipulated in the Contract and the RFP.

If selected by the Joint Board, Proposer agrees to do the following: (a) if requested by IFA, on behalf of the Joint Board, in its sole discretion, enter into good faith negotiations with the Joint Board regarding the terms of the Contract and in accordance with the requirements of the RFP; and (b) perform its obligations as set forth in the ITP and Agreement, including compliance with all commitments contained in this Proposal.

The following individual(s) is/are authorized to enter into negotiations with the Joint Board on behalf of the Proposer and Toll System Provider in connection with this RFP, the Project and the Agreement: _____ *[insert names]*

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

- Executive Summary,
- General Information Proposal, including Proposer Information and Certifications and Documents,
- Technical Proposal,
- Price Proposal.

Proposer acknowledges receipt of the following Addenda and sets of questions and responses:

_____

_____

_____

_____

_____

Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, has reviewed all materials posted on the Website and the FTP Site, the Addenda and responses to questions, and is satisfied that the RFP Documents provide sufficient detail regarding the obligations to be performed by Toll System Provider 2 and do not contain internal inconsistencies, errors or omissions; that it has carefully checked all the words, figures and statements in this Proposal; that it has conducted a Reasonable Investigation in preparing this Proposal; and that it has notified IFA in writing of any deficiencies or errors in or omissions from any RFP Documents or other documents provided by IFA and of any unusual Project conditions observed prior to the date hereof.

Proposer understands that the Joint Board is not bound to award the Contract to the best financial Proposal or any Proposal that IFA, on behalf of the Joint Board, may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer, except any stipend that Department may pay Proposer in accordance with the Stipend Agreement and ITP Exhibit A. Proposer acknowledges that it has executed the Stipend Agreement and, in doing so, has irrevocably elected to accept the stipend offered for such work product.

Subject to Proposer's rights under the Public Records Act, Proposer consents to disclosure by IFA and the Joint Board of its Proposal pursuant to Indiana Code 8-15.5-4-6(c) and Indiana Code 8-15.5-4-13 to any Persons, in IFA's sole discretion, after award and execution of the Contract by

the Joint Board and acknowledges and agrees to the provisions and deadlines set forth in ITP Section 1.5.1.

Proposer agrees that none of IFA, the Joint Board or the States' Parties will be responsible for any errors, omissions, inaccuracies, inconsistencies or incomplete statements in this Proposal.

Proposer acknowledges the procurement protest procedures set forth in Section 5.4 of the ITP and agrees that if it files a protest of this procurement or award of an Agreement hereunder and that protest is denied or is otherwise unsuccessful, shall be liable to IFA for IFA's costs incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by IFA and the Joint Board as a consequence of the protest.

This Proposal shall be governed by and construed in all respects according to the laws of the State of Indiana.

Proposer's business address:

_____

(No.) (Street) (Floor or Suite)

_____

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following page]

1. Sample signature block for corporation or limited liability company:

[Insert the proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for consortium, partnership or any other form of joint venture:

[Insert the proposer's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the proposer's name]

By: _____

Print Name: _____

Attorney in Fact

ADDITIONAL INFORMATION TO BE PROVIDED WITH PROPOSAL LETTER:

A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.

B. Describe in detail the legal structure of the Proposer and Equity Members.

1. If Proposer and Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for the Proposer/Toll System Provider/Equity Member and each corporation certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

2. If Proposer and Equity Member is a partnership or includes a partnership as a joint venture member, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer/Toll System Provider/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

3. If Proposer and Equity Member is a consortium, joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all consortium or joint venture members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Toll System Provider/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP.

4. If Proposer and Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for Proposer/Toll System Provider/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal Letter, in respect of the Proposal, and to each letter required under the Proposal Letter that the person signing has authority to do so. If any entity is not yet formed, so state and indicate that these documents will be provided prior to commercial close as required by the ITP. For purposes of clarity, Proposer may append to the Proposal Letter a letter from each person signing the Proposal that such person has the authority to do so, which shall suffice for the purposes of the requirements set forth in this Section B.4.

For purposes of this Section B, the term "organizational documentation" in respect of an Equity Member shall mean such entity's certificate of formation/articles of incorporation/certificate of

partnership/joint venture agreement, or equivalent charter documentation; provided, further, that such entity shall provide its partnership agreement/operating agreement/bylaws/equivalent joint venture or investment fund internal governing organizational documentation prior to commercial close as required by the ITP.

C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if Proposer is a:
   - corporation, it shall provide evidence in the form of a resolution of its governing body certified by an appropriate officer of the corporation.
   - partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner.
   - limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information.
   - consortium or other form of joint venture, such evidence shall be in the form of a resolution of each consortium or joint venture member, certified by an appropriate officer of such consortium or joint venture member.
   - consortium, joint venture or a partnership, the Proposal must be executed by all consortium or joint venture members or all general partners, as applicable.

D. Except as set forth in this clause (D), Proposers partnership agreement, limited liability company operating agreement, charter or joint venture agreement, as applicable, must include an express provision satisfactory to the Joint Board, in its sole discretion, stating that, in the event of a dispute between or among joint venture members, partners, members or shareholders, as applicable, no joint venture member, partner, member or shareholder, as applicable, shall be entitled to stop, hinder or delay work on the Project.

   Proposers should submit the applicable agreement to IFA and the Joint Board and identify on a cover page where in the agreement the provision can be found. If an existing partnership, limited liability company or joint venture not formed or created for the Project and is unable to modify its partnership agreement, limited liability operating agreement or joint venture agreement, as applicable, it may satisfy this requirement by submitting a unanimous consent executed by its partners, members or joint ventures, as applicable, agreeing to abide to the provisions of this clause (D).

FORM B-1

IDENTIFICATION OF PROPOSER AND EQUITY MEMBERS

NAME OF ENTITY AND CONTACT INFORMATION (address, representative, phone, fax, e-mail)	ROLE OF ENTITY IN PROPOSER ORGANIZATION	Indiana and Kentucky Contractor Licenses (if applicable)	Description of Work/Services To Be Performed By Entity (if applicable)

The above information is true, correct and accurate.

Executed _____, 2020.

_____

(Signature)

_____

(Name Printed)

_____

(Title)

_____

(Proposer)

FORM B-2

INFORMATION ABOUT PROPOSER ORGANIZATION

1.0 Name of Proposer: _____

Name of team member _____

2.0 Type of entity: Proposer: _____

Team member: _____

3.0 Proposer's address: _____

_____

_____

_____

Telephone Facsimile

4.0 How many years (measured from the date of issuance of the RFP) has Proposer and each Equity Member been in its current line of business and how many years (measured from the date of issuance of the RFP) has each entity been in business under its present name? For a limited partnership, Equity Member means the general partners only.

Name	No. of years in business	No. of years under present name

5.0 Under what other or former names have Proposer and each Equity Member operated?

Proposer:_____

_____

_____

_____

_____

6.0 List all Indiana licenses and Certificates of Qualification held by Proposer and any Equity Member. For a limited partnership, Equity Member means the general partners only. Attach copies of all Indiana and Kentucky licenses. Attach a separate sheet if necessary.

_____

_____

_____

_____

7.0 The Proposal shall include the following information regarding the Surety/Bonding companies or banking institutions committing to provide the Payment and Performance Bonds in accordance with Section 8 of the Contract:

(a) Name and address of bonding company(ies) that will provide the surety bonds required by the Contract (must be an Eligible Surety)

(b) Whether or not the listed bonding company has defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and, if so, a description and details of the circumstances and the outcome of such default.

(c) If the performance security is in the form of a letter of credit, the name of the bank or financial institution issuing the letter of credit (must be an Eligible Financial Institution).

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____, 2020

_____

(Signature)

_____

(Name Printed)

_____

(Title)

_____

(Proposer)

FORM B-3

INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED CONTRACTORS

[This form will be used to provide information about any Major Participants (excluding Equity Members that do not fall into categories (a) through (e) of the definition of Major Participants) and any other Contractors that have been identified as of the Proposal Due Date.]

Proposer Name _____

Name of Entity and Contact Information (address, representative, phone, fax, e-mail)	Address of Head Office	IN or KY Contractor License (if applicable)	Description of Work/Services to Be Performed by Entity (if applicable)	Major Participant (Y/N)

If any Major Participant or Contactor identified above is a single purpose entity formed for the Project, complete the following matrix for each such single purpose entity:

Name of Subcontractor	Form of Entity (partnership, joint venture, LLC, corporation, etc.)	Entities with Ownership Interest	Percentage of Ownership Interest
Ex: Contractor AB, JV	Joint venture	Contractor A	60%
		Contractor B	40%

Add additional sheet(s) as necessary.

The undersigned Proposer hereby certifies that it has not entered into any substantive negotiations resulting in an agreement to enter into any Subcontracts with respect to the Project, except for those listed above. Proposer agrees that it will follow applicable Contract Documents requirements with respect to Subcontractors.

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____, 2020.

_____

(Signature)

_____

(Name Printed)

_____

(Title)

_____

(Proposer)

FORM C

RESPONSIBLE PROPOSER AND MAJOR PARTICIPANT QUESTIONNAIRE

PROPOSER'S NAME: _____

NAME OF ENTITY
ON WHOSE BEHALF FORM IS PROVIDED: _____

1. Questions

Proposer/Equity Member/Major Participant shall respond either "yes" or "no" to each of the following questions. If the response is "yes" to any question(s), a detailed explanation of the circumstances shall be provided in the space following the questions. Proposer/Equity Member/Major Participant shall attach additional documentation as necessary to fully explain said circumstances. Failure to either respond to the questions or provide adequate explanations may preclude consideration of the proposal and require its rejection.

The term **"affiliate"** means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Participant as a joint ventures or partner and not to activities of other joint ventures or partners not involving the Proposer, any Equity Member or any Major Participant), and other financially liable or responsible parties for the entity, that within the past five years (measured from the date of issuance of the RFP) have engaged in business or investment in North America. The information sought for affiliates is limited to the projects and matters that have occurred within the past five years (measured from the date of issuance of the RFP) in North America. For a limited partnership, Equity Member means the general partners only.

Within the past ten years (measured from the date of issuance of the RFP), has the identified entity, any affiliate, or any officer, director, responsible managing officer or responsible managing employee of such entity or affiliate who has a proprietary interest in such entity:

a) Been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

b) Been convicted by a court of competent jurisdiction of any criminal charge of fraud, bribery, collusion, conspiracy or any act in violation of state, federal or foreign antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

c) Had filed against it, him or her, any criminal complaint, indictment or information alleging fraud, bribery, collusion, conspiracy or any action in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

d) Had filed against it, him or her, any civil complaint (including but not limited to a cross-complaint) or other claim arising out of a public works contract, alleging fraud, bribery, collusion, conspiracy or any act in violation of state or federal antitrust law in connection with the bidding or proposing upon, award of or performance of any public works contract with any public entity?

Yes ___ No ___

e) Been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable Indiana governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action, including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000e et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar Indiana law.

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

f) Been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Indiana Department of Labor and Workforce Development, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

g) Been convicted of violating a state or federal law respecting the employment of undocumented aliens?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

h) Been indicted or convicted of any other felony or serious misdemeanor?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

i) Been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

j) If not previously answered or included in a prior response on this form, been involved in any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

If yes, please explain the circumstances. If no, so state.

Yes ___ No ___

Explain the circumstances underlying any "yes" answers for the aforementioned questions on separate sheets attached hereto.

2. Verification / Declaration

I declare under penalty of perjury under the laws of the State of Indiana that the foregoing declaration is true, correct and accurate.

Executed _____, 2020.

_____

(Signature)

_____

(Name Printed)

_____

(Title)

_____

(Name of Organization)

FORM D

NON-COLLUSION AFFIDAVIT

STATE OF _____)
)SS:
COUNTY OF _____)

Each of the undersigned, being first duly sworn, deposes and says that:

A. _____ is the _____ of _____ and _____ is the _____ of _____, which entity(ies) are the _____ of _____, the entity making the foregoing Proposal.

B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of Proposer or any other Proposer, or to fix any overhead, profit or cost element (including the Contract Price or its components) included in the Proposal, or of that of any other Proposer, or to secure any advantage against the Joint Board or anyone interested in the proposed contract; all statements contained in the Proposal are true; and, further, Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.

C. Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the Contract or rejection of all Proposals and cancellation of the RFP.

_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)

Subscribed and sworn to before me this ___ day of _____, 2020.

_____

Notary Public in and for
said County and State

[Seal]

My commission expires: _____.

[Duplicate or modify this form as necessary so that it accurately describes (i) the entity making the Proposal and so that it is signed by and on behalf of all partners, members, joint venture members, and (ii) Equity Members of the Proposer.]

FORM E

PERSONNEL WORK ASSIGNMENT FORM AND COMMITMENT OF AVAILABILITY

Name of Proposer: _____

Key Personnel Assignment	Name of Individual Assigned and Employer
Project director	
Project manager (dedicated)	
Customer Service Center manager (dedicated)	
Workforce manager (dedicated)	
Training manager (dedicated)	
Finance and operational reporting manager (dedicated)	
Back Office and development manager	
Data migration manager	
Maintenance manager	
Technical/solution architect	
Quality assurance/testing manager	

Proposer's Name: _____(the "Proposer")

Employer's Name: _____ (the "Employer") *[Note: duplicate as necessary to ensure all employers execute]*

COMMITMENT OF AVAILABILITY

Understanding IFA's concern that the personnel resources specifically represented and listed in this Proposal actually be assigned to the Project, Proposer and Employer commit that if Proposer is awarded the Contract, the Employer's named Key Personnel and other individuals of Employer named in the Proposal will be committed, available and active for the periods necessary to fulfill their responsibilities, as more fully set forth in the Contract Documents.

Proposer's Name:_____

Signed:_____

Printed Name:_____

Title:_____

Date:_____

Employer's Name:_____

Signed:_____

Printed Name:_____

Title:_____

Date:_____

FORM F

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Proposer's attention is directed to 23 CFR Part 636, Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

> Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that in accordance with Section 5.1 of the Instructions to Proposers, certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with IFA, the Joint Board or any States' Party in connection with the Project procurement and document preparation.

1. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Toll System Provider, the Major Subcontractors, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. If no disclosure is necessary, indicate "None".

Proposer should disclose (a) any current contractual relationships with IFA, the Joint Board and the other States' Parties, (b) any past, present, or planned contractual or employment relationships with any member, officer, or employee of IFA, the Joint Board and the other States' Parties; and (c) any other circumstances that might be considered to create a financial interest in the contract by any member, officer, or employee of IFA, the Joint Board and the other States' Parties if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

_____

Signature

_____

Name

_____

Title

_____

Company Name

_____, 2020

Date

FORM G

Price Forms

(Provided as a Spreadsheet)

FORM H

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[To be executed by the Proposer, Equity Members, and proposed Major Subcontractors]

The undersigned certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature:

Title:_____

Date:_____

If not Proposer, relationship to Proposer: ___

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Equity Members, Major Non-Equity Members or proposed Major Subcontractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

.

FORM I

USE OF CONTRACT FUNDS FOR LOBBYING CERTIFICATION

The undersigned Proposer ____ Equity Member ____ Major Participant ____ proposed Major Subcontractor ___certifies on behalf of itself the following:

1. The undersigned certifies, to the best of its knowledge and belief, that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Contract or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

Date: _____

Firm/Entity: _____

Signature: _____

Title: _____

Proposer: _____

[Copy this form and modify as needed for execution by Proposer, Equity Members, Major Participants, and all proposed Subcontractors]

FORM J

DEBARMENT AND SUSPENSION CERTIFICATION

The undersigned Proposer certifies on behalf of itself and all Equity Members, joint ventures and Subcontractors the following:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its Proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

Date: _____

Proposer: _____

Signature: _____

Title: _____

FORM K

Technical Requirements Conformance Matrix

(Provided as a Spreadsheet)

FORM L

GUARANTOR COMMITMENT LETTER

[_____, 2020]

Indiana Finance Authority
Joint Board
One North Capitol Avenue, Suite 900
Indianapolis, IN 46204
Attention: Silvia Perez

RE: GUARANTOR COMMITMENT TO PROVIDE PARENT GUARANTY FOR RIVERLINK CSC AND BOS

Dear Ms. Perez:

_____ ***[Insert name of entity providing the guaranty]***, hereinafter "Guarantor," is _____ ***[describe relationship to Proposer]***. This commitment letter is provided on behalf of _____ ***[insert name of Proposer]*** in connection with its proposal for the _____ Contract ("Contract ") to provide back office toll collection and customer service, for the Ohio River Bridges defined herein (the "Project"). Guarantor hereby irrevocably agrees to provide a guaranty, guaranteeing all the obligations of Toll System Provider 2 with respect to the Contract in the form of Exhibit 10~~Z~~ of the Contract. This commitment is subject only to award and execution of the Contract by the Joint Board.

Sincerely,

_____
[Title]

[Attach evidence of authorization of the signatory to the letter, which may include a Power of Attorney signed by an authorized individual of the entity or other authority, as evidenced by the partnership agreement, joint venture agreement, corporate charter, bylaws or resolution.]

FORM M

RFP COMMENT FORM

Proposer: _____

Comment sheet__ of __ sheets

No.	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response

FORM N

AFFIDAVIT FOR BIDDERS

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.

f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

_____

Commonwealth of Kentucky Vendor Code (if known) _____

Subscribed and sworn to before me by _____ _____
(Affiant) (Title)

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

FORM O

FORM OF STIPEND AGREEMENT

STIPEND AGREEMENT

(RiverLink CSC and BOS)

THIS STIPEND AGREEMENT is made and entered into as of this [___] day of [_____] 2020, by and between the Indiana Finance Authority, a body corporate and politic ("IFA"), on behalf of the Joint Board and [_____], a [_____] ("Proposer"), with reference to the following facts:

A. Proposer is one of the proposers shortlisted to submit Proposals for the RiverLink CSC and BOS (the "Project") and wishes to submit a Proof of Concept in response to the Request for Proposals for the RiverLink CSC and BOS Project issued by IFA, on behalf of the Joint Board on [_____] [____] 2020 (as amended, the "RFP"). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents Exhibit 1.

B. The RFP provides for the execution and delivery of a Stipend Agreement between IFA, on behalf of the Joint Board and both Proposers.

NOW, THEREFORE, the Proposer hereby agrees as follows:

1. SERVICES AND PERFORMANCE

   (a) By executing this Stipend Agreement, Proposer has irrevocably elected to accept payment of a stipend subject to the terms hereof.

   (b) IFA, on behalf of the Joint Board, hereby retains Proposer to actively participate in good faith in the procurement process and to prepare a responsive and compliant Proof of Concept in response to the RFP, Exhibit A. Responsiveness and compliance shall be determined pursuant to the ITP. Proposer shall be considered a vendor for purposes of payment of the stipend.

   (c) Subject to the provisions of the RFP Documents regarding ownership of the Proposal and Proposer work product, all work product submitted by Proposer to IFA during the procurement and in connection with the Proof of Concept shall be considered work for hire, and the products of such work shall become the property of IFA and the Joint Board without restriction or limitation on their use. Neither Proposer nor any of its team members shall copyright any of the material developed under this Stipend Agreement. The foregoing rights of IFA and the Joint Board shall not apply to work product that is expressly required to be returned to the Proposer under the RFP.

2. TERM Unless otherwise provided herein, the provisions of this Stipend Agreement shall remain in full force and effect until the earlier to occur of (a) 12 months from the date of the execution of this Stipend Agreement or (b) the date payment is delivered hereunder; provided that if payment has not been made under this Stipend Agreement prior to the date referred to in clause (a) above, this Stipend Agreement shall continue in full force and effect until the date on which such payment has been made by IFA and received by the Proposer. Work pursuant to this Stipend Agreement is authorized to commence effective upon the execution date of

this Stipend Agreement, and the work product is due and must be delivered to IFA no later than the earlier of (i) 15 days after delivery to Proposer of notice by IFA of the cancellation by IFA of this procurement or (ii) the Proposal Due Date.

3. COMPENSATION AND PAYMENT

(a) Except as set forth in Section 4.7 of the ITP, if Proposer submits a timely and responsive, but unsuccessful, Proof of Concept by the Proposal due date in accordance with the terms and conditions of the RFP Documents and Proposer is eligible for the payment pursuant to the terms of this Stipend Agreement and the ITP, IFA shall pay to Proposer (or as it may direct) a stipulated stipend payment for this procurement of $200,000. A timely and responsive Proof of Concept shall also be considered unsuccessful if (i) IFA cancels the procurement without award after the Proposal Due Date; (ii) IFA fails to execute the Contract upon satisfaction by Proposer of all conditions to award and execution that are set forth in the ITP; and (iii) IFA does not award the Contract and achieve commercial close prior to the date on which the validity period of the Proposal expires. No Proposer shall be entitled to reimbursement for any of its costs in connection with the RFP except as specified in Section 4.7 of the ITP.

(b) If IFA, pursuant to the terms of the RFP, awards the Contract to Proposer and commercial close, as defined under the ITP, occurs, Proposer will not be entitled to compensation hereunder, including, without limitation, payments under Section 3(a).

(c) Proposer shall be eligible to receive a stipend hereunder only to the extent permitted by this Stipend Agreement and Section 4.7 of the ITP.

(d) Invoice, waiver and release submittal requirements concerning payment of the stipend and the timing of payment of the stipend owing hereunder are addressed in Section 4.7 of the ITP. The form of invoice submitted by the Proposer shall be as set forth in Exhibit 1 hereto.

4. INDEMNITIES AND SURETYSHIP

(a) Proposer agrees that it will indemnify, defend, and hold harmless IFA and the Joint Board and all of IFA's and the Joint Board's and Joint Board agencies' board members, officers, agents, representatives, employees, successors and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) asserted, incurred, suffered or awarded as a result of or that relate to any third party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by Proposer, its Equity Members, Major Participants, other team members or their respective agents, employees, or representatives arising out of or relating to the work product performed hereunder or in connection with or contained in the Proposal, whether direct or indirect, and whether to any person or property to which IFA or said parties may be subject, except that Proposer shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence or willful misconduct of IFA or any of its board members, officers, agents, representatives or employees. The foregoing indemnity shall survive the expiration or

termination of this Stipend Agreement and shall expressly apply to and include all third party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights, trade secrets, proprietary rights, licensing rights and unauthorized use. Notwithstanding the foregoing, except for such matters covered by the preceding sentence, the indemnity shall not cover use by the IFA of such work product performed under this Stipend Agreement after award of the Contract. Should the Proposer become the TSP2 under the Contract, the indemnity under this Section 4(a) shall continue to apply in accordance with its terms and be additive to any indemnifications set forth in the Contract.

(b) Proposer's obligation to indemnify, defend, and pay for the defense or at the Joint Board's option, to participate and associate with the Joint Board in defense of any claim and any related settlement negotiations, shall be triggered by IFA's notice of claim for indemnification to Proposer. Only a final and unappealable adjudication or judgment specifically finding sole negligence or willful misconduct of IFA or any of its board members, officers, agents, representatives or employees shall excuse performance of this provision. Proposer shall pay all costs and fees related to this obligation and its enforcement by the Joint Board. The Joint Board's failure to notify Proposer of a claim shall not release Proposer of the above duty to defend.

(c) For purposes of this Section 4, "third party" means any Person (as defined in the Agreement) other than an Indemnified Party (as defined in the Contract) and Proposer, except that a "third party" includes any Indemnified Party's employee, agent or contractor who asserts a claim that is (a) against an Indemnified Party, (b) within the scope of the indemnities and (c) not covered by the Indemnified Party's worker's compensation program.

5. COMPLIANCE WITH LAWS

(a) Proposer acknowledges that all written correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to IFA during this procurement process, are, upon their receipt by IFA, the property of the Joint Board and are subject to the Public Records Act.

(b) Proposer shall comply with all federal, state, and local laws; ordinances; rules; and regulations applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Stipend Agreement. Proposer shall also comply with all customary vendor payment requirements of the State of Indiana, including completion of a W-8 form.

(c) Proposer covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Stipend Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Stipend Agreement.

1. ASSIGNMENT Proposer shall not assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement without the Joint Board's prior written consent, in its sole discretion; provided that this Stipend Agreement may be assigned to the special purpose vehicle formed by the Proposer for purposes of the Project without the prior written consent of the Joint Board but upon written notice to the Joint Board. Any assignment of this Stipend Agreement without the required consent of Joint Board shall be null and void and may, in Joint Board's sole discretion, disqualify Proposer from further consideration for the procurement process and the Project. The Joint Board may assign, transfer, pledge, sell, or otherwise convey this Stipend Agreement (a) without the Proposer's consent, to any Joint Board member agency and any other Person that succeeds to the governmental powers and authority of those Joint Board member agencies, and (b) to others with the prior written consent of Proposer. Where consent is required but not given, any assignment of this Stipend Agreement shall be null and void.

2. MISCELLANEOUS

   (a) Proposer and IFA, on behalf of the Joint Board, agree that Proposer, its Equity Members, Major Participants and other team members and their respective employees are not agents or representatives of the Joint Board or its member agencies as a result of this Stipend Agreement.

   (b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

   (c) This Stipend Agreement, together with the RFP, embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Stipend Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

   (d) It is understood and agreed by the parties hereto that if any part, term, or provision of this Stipend Agreement is by the courts held to be illegal or in conflict with any law of the State of Indiana, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Stipend Agreement did not contain the particular part, term, or provisions to be invalid.

   (e) This Stipend Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. The venue for any proceeding relating to this Stipend Agreement, except as to a proceeding related to the Kentucky members of the Joint Board shall be in the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana.

   (f) This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

   (g) As required by IC 5-22-3-7, Proposer, on behalf of itself and the Equity Members certifies that, (i) in accordance with IC 5-22-3-7 (A) Proposer, except for de minimis and nonsystematic violations, has not violated the terms of (1) IC 24-4.7 (Telephone Solicitation Of Consumers), (2) IC 24-5-12 (Telephone Solicitations), or (3) IC 24-5-14

(Regulation of Automatic Dialing Machines) in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) Proposer will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24- 4.7 is preempted by federal law; and (ii) an Affiliate or principal of Proposer and any agent acting on behalf of Proposer or on behalf of an Affiliate or principal of Proposer (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal Law; and (B) will not violate the terms of IC 24-4.7 for the duration of this Stipend Agreement, even if IC 24-4.7 is preempted by federal Law.

(h) Proposer and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with IFA or the State, as set forth in IC 4-2- 6 et seq., IC 4-2-7 et seq., the regulations promulgated thereunder, Executive Order 04- 08, dated April 27, 2004. If Proposer is not familiar with these ethical requirements, Proposers should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website. If Proposer or its agents violate any applicable ethical standards, the Proposer may be subject to penalties under IC 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

(i) Proposer and its agents shall abide by all requirements of IC 8-15.5-13-7 in respect of the prohibition on political contributions by Proposer. Neither Proposer nor any individual who has an interest in Proposer, may make any contribution to any candidate, or committee, during and up to and including three (3) years following the term of this Stipend Agreement.

(j) The parties agree that the exclusive original jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of this Stipend Agreement shall be the Marion County, Indiana Circuit/Superior Court located in Marion County, Indiana except as to a proceeding related to the Kentucky members of the Joint Board.

IN WITNESS WHEREOF, this Stipend Agreement has been executed and delivered as of the day and year first above written.

INDIANA FINANCE AUTHORITY

By: _____

Name: _____

Title: _____

_____

By: _____

Name: _____

Title: _____

EXHIBIT 1

FORM OF INVOICE

[see attached]

FORM OF INVOICE FOR STIPEND AMOUNT

Reference is made to RiverLink's CSC and BOS Project through the Contract issued on [_____] [__], [_____] (as amended, the "ITP") by the Indiana Finance Authority ("IFA"), on behalf of the Joint Board.

Reference is also made to that certain Stipend Agreement (the "Stipend Agreement") dated as of [_____] [__], [_____], by and between IFA, on behalf of the Joint Board, and [_____] ("Proposer"). Capitalized terms used, but not defined, herein shall have the meanings ascribed in the Contract, Exhibit 1.

Pursuant to Section 4.7 of the ITP and the Stipend Agreement, the Proposer having demonstrated a Proof of Concept, and not being selected as the TSP2, hereby requests payment of two-hundred thousand U.S. dollars ($200,000). Attached to this invoice is an executed irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against IFA, in the form of Form O to the ITP. Proposer represents and warrants to the Joint Board and its member agencies that (a) Proposer submitted to IFA a timely but unsuccessful Proof of Concept in accordance with the RFP Documents.

Proposer acknowledges that submission of this invoice, one each to both IFA and KYTC for half of the amount owed, and payment by IFA and KYTC of any amount in response to this invoice, is in all respect subject to the terms and conditions of the ITP, Stipend Agreement and the other RFP Documents.

CERTIFICATION

The undersigned Proposer hereby certifies that (a) the Proposer is entitled to payment of the stipend pursuant to the terms of the ITP and the Stipend Agreement; (b) the irrevocable waiver of protest and full, unconditional and irrevocable release of all claims against the Joint Board and its member agencies, in the form of Form O to the ITP, has been executed and delivered to IFA and is in full force and effect and (c) that this entire invoice and all other supporting documentation are each, and collectively, true, correct and complete.

PROPOSER: _____

By: _____

Name:_____

Title:_____

FORM P

EXCEPTIONS

Proposer: _____

Exception sheet__ of __ sheets

Using the template below, Proposers should include their list of Exceptions with the submission of their Proposal.

No.	Category	Exceptions

FORM Q

VALUE ADD FORM

Proposer: _____

Value Add sheet__ of __ sheets

Using the template below, Proposers can include up to twenty (20) Value Adds with the submission of their Proposal.

No.	Category	Value Add Description

FORM R

FORM OF DRUG-FREE WORKPLACE CERTIFICATION

As required by Executive Order No. 90-5, dated April 12, 1990, issued by the Governor of the State of Indiana, TSP2 hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. TSP2 will give written notice to the Project Sponsors within ten (10) days after receiving actual notice that TSP2 or an employee of TSP2 Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in the Contract is in excess of $25,000.00, TSP2 certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in TSP2's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) TSP2's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify TSP2 of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

D. Notifying the Project Sponsors and the Indiana Department of Administration in writing within 10 days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within 30 days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the

implementation of subparagraphs (A) through (E) above.

The undersigned affirms, under penalty of perjury that he or she is authorized to execute this Certification on behalf of TSP2.

Dated _____ TSP2 Authorized Representative~~Project director~~

By:_____

Name:

Title: