#### **REQUEST FOR PROPOSALS**

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

ISSUED September 30, 2020

### A Project of

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

# Form M Submitted Questions and Responses November 20, 2020

#### **Key Dates**

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

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

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

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

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

TECH PROP D. Technical Requirement F. Project Team Key Personnel (p61)  Joint Board Response 3 /  TECH PROP D. Technical 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."  Response to Question 165: "A Proposal Form E signed by	No.	Date Received	Date Responded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
Question 65 (p8) (Reflected as question 165 on response form)  Cuestion  Considering the response to question 65 (reflected as Question 165 on response form)  Question Considering the response to question 65 (reflected as Question 165 on response form), will the Joint Board please consider modifying the RFP Key Personnel language to: "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				Volume I - Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirement F. Project Team Key Personnel (p61) and Joint Board Response 3 / Question 65 (p8) (Reflected as question 165 on	Technical	Key Personnel (1st paragraph): " The submission must include 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."  Response to Question 165: "A Proposal Form E signed by the Proposer and the Employer of each of the Key Personnel identified in Form K satisfies Exhibit B, Section F Project Team requirement."  Question Considering the response to question 65 (reflected as Question 165 on response form), will the Joint Board please consider modifying the RFP Key Personnel language to: "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	Volume 1, Exhibit C, F. Project Team, Key Personnel will be modified in an

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621	11/2/2020	11/20/2020	Volume I - Instructions EXHIBIT C PART 2 TECH PROP D. Technical Requirements Form K: Tech Req Conform Matrix	Technical Requirements  24. CSC Ops Cash Mgmt CSC-160	shall be responsible for providing armored courier services for the transfer of monies from the CSC to the bank."  Question  If TSP2 is required to provide armored courier services (see Question 21), will the Joint Board please consider making armored car pick up a passthrough expense with no markup?	Armored courier services will be added to Exhibit 6-B Pass-Through Cost Items in an upcoming addendum.
622	11/2/2020	11/20/2020	Volume II Contract EXHIBIT 6-B PASS-THROUGH COST ITEMS	Transponder cost Fulfillment	Transponder retail packages are identified as items to be purchased by TSP2 as a Pass-through Cost Item, but no other types of transponders are listed.  "Transponder Retail Packages" is commonly used to describe transponder packages that are made available at local retail outlets. These packages are typically different from a "transponder kit" that is usually provided to customers purchasing a transponder in a WUC or via mail.  Question  Are all (WUC/Mail/etc.) transponder fulfillments done using a "Transponder Retail Package"?	No.  Transponder kit materials will be added to Exhibit 6-B as a Pass-Through Cost Item in an upcoming addendum.

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623	11/2/2020	11/20/2020	Volume II - Contract 2.3 General		"Enter into leases for each Walk-up Center"	The Walk-Up Center leases will be coordinated between TSP1, TSP2 and JBR. Note that the Walk-Up Center
			Obligations of TSP2		Question	leases are Pass-Through Cost Items.
			/		It appears both WUC leases	
			2.3.7 (p23)		expire several months prior to start of TSP2 WUC	
					Operations. Is it the intent of	
					TSP1 to exercise the lease	
					extensions per the terms of the Leases?	
624	11/2/2020	11/20/2020	Volume III – Ref	Example	Chart 5 Payments by	No.
			Info Docs	Reports	Location Type (FY 2019)	
			Section 11: Example Reports		shows a mobile van. This is also listed in RiverLink	
			(p108)		Business Rules CSC-TRM-	
					012.	
					Question	
					Is the purchase of a mobile van	
					part of the RFP/contract	
					requirements for TSP2 CSC Operations?	
625	11/2/2020	11/20/2020	Volume III – Ref	Example	Chart 5 Payments by	TSP2 is not responsible for any gift
			Info Docs	Reports	Location Type (FY2019) lists	card program.
			Section 11: Example Reports (p108)		Prepaid Gift Cards.	
			( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( ( (		Question	
					Will the Joint Board please	
					clarify who is responsible for the gift card program, the	
					current vendor, inventory,	
					issuance, and security	
					requirements and procedures?	

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626	<b>Received</b> 11/2/2020	<b>Responded</b> 11/20/2020	Section Number Volume I -	0 ,	` '	Representative Response No.
020	11/2/2020	11/20/2020	Instructions		Our ultimate parent company is a publicly traded entity and	NO.
			C Financial		files all financial statements as	
			Information (p50)		required by the SEC. The	
			(100)		financially responsible entity is	
					included in these financial	
					statements.	
					Question	
					Would you also like to receive	
					the credit agency ratings for	
					the ultimate parent entity?	
					(Related to Question 37.)	
627	11/2/2020	11/20/2020	Volume II –		"Title to all of such materials,	The Joint Board does not anticipate
			Contract Section 10 Title		equipment, tools and supplies which shall have been	revising Section 10 of Volume II to make such items a pass-through cost.
			(p55)		delivered to a Project Site shall	make such items a pass-imough cost.
			(p33)		pass to the Joint Board, free	
					and clear of all Liens, upon the	
					sooner of (a) incorporation into	
					the Project, or (b) payment by	
					the Joint Board to TSP2 of	
					invoiced amounts pertaining	
					thereto."	
					Question	
					If the Joint Board expects to	
					take ownership of all materials,	
					equipment, tools, and supplies,	
					will the Joint Board please	
					make all these items pass through and not priced at a	
					fixed rate?	
					inco rate:	
					NOTE: If the contractor is	
					taking all the risk on pricing	
					and providing these items for a	
					monthly fixed rate it seems	

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					unreasonable for the Joint Board to believe title passes as invoices are paid. On the other hand, if materials, equipment, tools and supplies are purchased and invoiced by line item to the Joint Board and paid in full at the time of the expense then it would be understandable for title to pass to the Joint Board for these items.	
628	11/2/2020	11/20/2020	Volume II – Contract Exhibit 12 Flow of Funds (p319)		The flow of funds diagram indicates the TSP will pre-fund Walk-Up Center payments from the Non-Prepaid Wells Fargo Account.  Question Will the Joint Board please clarify whether the TSP is to use their own cash to pre-fund the WUCs or is the pre-funding Joint Board funds and the TSP is the custodian?	Pre-funding of the Walk-Up Centers will be provided by the TSP2.
629	11/2/2020	11/20/2020	Volume II – Contract Section 12.6.4 Timing (p65)		Timing. The Joint Board shall make payment, or cause payment to be made, within forty-five (45) days of receipt of an approved invoice from TSP2.  Question Will the Joint Board please explain the invoice approval process and timing?	The timing of payment of invoices described in Section 12.6.4 is required by the Joint Board's Parties statewide accounting systems.

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630	11/2/2020	11/20/2020	Volume II – Contract 13.4.2 Evaluation of Joint Board Proposed Change Order (p71)		The term "Extended Services" is capitalized but not found in the list of defined terms.  Question Will the Joint Board please include a definition of "Extended Services" as well as explain why overhead and/or markup can 't be included in the hourly rates for these "Extended Services"?	The term "Extended Services" is no longer applicable to the Contract and will be removed in a forthcoming addendum to be published by the Joint Board.
631	11/2/2020	11/20/2020	Volume I - Instructions Exhibit A Proof of Concept		Question Is the Joint Board expecting the Telephony/IVR to be fully integrated with the BOS for the POC?	No, demonstration of Telephony/IVR integration is not expected during the Proof of Concept; however, Proposer may demonstrate if they desire.

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632	11/2/2020	11/20/2020	Volume II - Contract Section 12.3.1. Payment Milestones Schedule 2 <sup>nd</sup> paragraph (p61)  Exhibit 6-B Pass- Through Cost Items  Exhibit 6-C Payment Terms		"The portion of the Initial Costs allocable to bond and insurance premiums (for the insurance policies required to be in place following the NTP) shall be payable to reimburse TSP2 for bond and insurance premiums actually paid, without markup, profit or overhead, not to exceed the line item for such premiums set forth in the Price Proposal."  This section indicates that the cost of bond and insurance premiums are reimbursable to TSP2 as pass-through costs, but they are not listed in Exhibit 6-B nor is there a mechanism described in Exhibit 6-C that would allow TSP2 to invoice as pass-through.	No, the costs for bond and insurance premiums will not be included as pass-through costs in Exhibit 6-B. Such costs should be incorporated into the Proposer's Price Proposal and would ultimately be included in the Contract Price. Section 12.3.1 will be clarified in forthcoming Addendum.
					Question Will the Joint Board please include bond and insurance premiums in Exhibit 6-B and include a description in Exhibit 6-C describing where these costs would be reimbursable, e.g. under a pass-through category?	

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633	11/2/2020	11/20/2020	Vol II - Contract Section 12.3.1. Payment Milestones Schedule 2 <sup>nd</sup> paragraph (p61)  Exhibit 6-B Pass- Through Cost Items  Exhibit 6-C Payment Terms		"The portion of the Initial Costs allocable to bond and insurance premiums (for the insurance policies required to be in place following the NTP) shall be payable to reimburse TSP2 for bond and insurance premiums actually paid, without markup, profit or overhead, not to exceed the line item for such premiums set forth in the Price Proposal."  This section indicates that the cost of bond and insurance premiums are reimbursable to TSP2 as pass-through costs, but they are not listed in Exhibit 6-B nor is there a mechanism described in Exhibit 6-C that would allow TSP2 to invoice as pass-through.  Question  Will the Joint Board please confirm that the bond costs for the operations and maintenance phases are also reimbursable as a pass-through cost with no markup?	No, the costs for bond and insurance premiums will not be included as pass-through costs in Exhibit 6-B. Such costs should be incorporated into the Proposer's Price Proposal and would ultimately be included in the Contract Price. Section 12.3.1 will be clarified in forthcoming Addendum.

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634	11/2/2020	11/20/2020	Volume II – Contract 1.2(a) (p9)	Order of Precedence	If TSP2's exceptions are not conformed within the Contract document, such exceptions must be at or above the Contract in the order of precedence.  Proposer requests that Exhibit 7 be included in item #2 "Contract" in the order of precedence set forth in Volume II - Section 1.2(a).	Any Exceptions included by TSP2 in its Proposal (set forth in Form P of Exhibit 7) and that are agreeable / acceptable by the Joint Board will be incorporated into the provisions of the Contract (and Exhibits, if applicable). To avoid confusion, 1.2(a)5. will be removed in a forthcoming addendum to be published by the Joint Board.
635	11/2/2020	11/20/2020	Volume II – Contract 2.1.3.5	Integration of Work by Others	Proposer requests revision of the last sentence of Section 2.1.3.5 as it appears incomplete. TSP2 requests the last sentence be revised to read:  "TSP2 shall be responsible for validating that all of its Work integrates with any work performed by others to produce the Project that is consistent with the Technical Requirements Conformance Matrix; provided, however, that so long as the TSP2 has undertaken the Work in compliance with the Contract Documents and has complied with its obligations to coordinate, review, advise, inspect, test and assist the Joint Board Representatives with respect to the portions of the Work done by TSP1, TSP2	This sentence in Section 2.1.3.5 will be corrected (along the lines requested in the question) in the forthcoming addenda issued by the Joint Board.

Date esponded	Document and Section Number	Category	Comment(s)	Reserved for Joint Board Representative Response
			shall be deemed to have met this requirement."	
1/20/2020	Volume II – Contract 12.1 (p60)	Contract Price	The Contract Price will be a total derived by adding the various price component listed in this Section. Since a portion of the pricing will be based on volumes, it will not be known if the volumes used to calculate the Contract Price will be enough over the term. As such, it is possible that the Contract Price could be exceeded through no fault of TSP2.  With that in mind, Proposer requests the Joint Bridges add a provision clarifying that TSP2 shall not be required to perform work if it would result in billings	The composition of the Contract Price is inclusive of the variable pricing costs (i.e. price affected by volume). Thus, a particular amount of volume would not lead to exceeding the Contract Price.
95	sponded	Section Number  /20/2020 Volume II – Contract	/20/2020 Volume II – Contract Price Contract	Section Number   Section Number   Shall be deemed to have met this requirement."

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637	11/2/2020	11/20/2020	Volume II - Contract 11.4.1 (p57)	General Warranty Period	Except as otherwise provided in Section 11.4.2 below, the General Warranty Period for all aspects of the Work shall commence on the Revenue Service Date and shall extend for the full Contract Term.  Proposer requests clarification/revision of this Section so that in the event the Joint Board exercises its right to extend the software maintenance services beyond the operations period, the surviving warranties will only be those related to the software maintenance services being performed.	The Joint Board will consider revisions to Section 11.4.1 in regard to the General Warranty Period in the event of the Software Maintenance Option being exercised.

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No. 638	Date Received 11/2/2020	Responded 11/20/2020	Volume II – Contract 3.4 (p29)	Role of FHWA	Comment(s)  We acknowledge the role and rights of the FHWA as it relates to infrastructure programs where federal funding is employed. However, given the limited information available in this Section with respect to the impact such rights might have on TSP2's ability to execute the work on schedule, it is not possible to anticipate and price the potential delays that could result from unforeseen FHWA requirements/involvement.  Proposer requests clarification regarding FHWA's approval rights with respect to the Project.  Question a Are their approval rights discretionary?  Question b Is the Joint Board aware of any specific submittal	Representative Response  The Joint Board does not have further specific information on the role of FHWA (if any) as it pertains to the Project. The Joint Board is not aware of any specific submittal documentation that will require FHWA approval.  The Joint Board will consider including in Section 13.6.2 such delays resulting from unanticipated FHWA approvals or requirements.
					documentation that will require FHWA approval?  Question c	
					Will the Joint Board please include delays resulting from unanticipated FHWA requirements in the list of Excusable Delays in Section 13.6.2?	

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639	11/2/2020	11/20/2020	Volume II - Contract Section 2.3.7 (p23)	Leases	This section states; "Any amendment, modification or termination of the initial leases shall be subject to the Joint Board's prior written approval, in its sole discretion."  It is unlikely that a landlord will accept such language in a lease.  Proposer requests this sentence be modified such that TSP2 be required to use reasonable efforts to include the stated requirement in facility lease agreements.	The Joint Board does not anticipate revising Section 2.3.7.
640	11/2/2020	11/20/2020	Form K - Requirements GSR-150		"Completed SSAE-16 SOC2 Type 1 reports, issued by a licensed CPA firm"  Which specific controls are required to be examined as part of this audit?	The audit will examine controls with the BOS and CSC functionality.
641	11/2/2020	11/20/2020	Form K - Requirements GSR-150		subsequent completion of SOC2 Type 2 reports within six (6) months of the applicable Go-Live date.  Which specific controls are required to be examined as part of this audit?	The audit will examine controls with the BOS and CSC functionality.

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642	11/2/2020	11/20/2020	Form K - Requirements CSC-107		TSP2 shall receive shipments of Transponders and shall reconcile shipment contents with electronic manifests provided by the Transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.  Will the Authority please provide the ICD for the electronic manifests?	The ICD for electronic transponder manifests is unavailable.
643	11/2/2020	11/20/2020	Form K - Requirements IMI-151		Following Go-Live, TSP2 shall conduct the Operational and Acceptance Test in the BOS production environment; including, but not limited to: verification that all functional elements of the BOS are in conformance with the contract requirements, approved design and Business Rules without open P0, P1 and P2 (see definition in postimplementation requirements) issues for a period of ninety (90) calendar days;  Please provide definitions for P0, P1 and P2.	Form K requirement IMI-151 will be updated in an upcoming Addendum.

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644	11/2/2020	11/20/2020	Form G - Pricing 6 Various Pass- Throughs Tab		(1) TSP2 will be reimbursed for the actual cost (without markup or overhead) of mailing other Mailed Correspondence up to the respective unit costs indicated above.  Please provide additional clarification on how to list price for Other Mailed Correspondence. Is this to represent all per correspondence (unit) cost for the printing, mailing (or emailing) of all notifications sent by the system? To include or exclude the Monthly Billing Statement? Do we assume the requirements, as defined, in your response to question #68?  Alternately stated, we are looking for guidance to clearly define all print/mail costs for both notifications and MBS are defined as pass-through, and where to correctly show the related pricing.	Note that for consistency purposes, the term "Other Mailed Correspondence" in Table 6 (Various Pass-Throughs) in Form G (Pricing) will be changed to "Other Mailed Notifications" in an upcoming Addendum. Exhibit 6-B (Pass-Through Cost Items) and Exhibit 6-C (Payment Terms) in Volume 2 will be updated accordingly as well.  The dollar amounts to be provided for this item (Cost per Other Mailed Notifications) in this table should represent the unit cost cap for reimbursement for all Notifications physically mailed (not emailed), excluding Monthly Billing Statements (MBSs) that are requesting payment. Note that Table 3 (Variable Operations Costs) in Form G includes the item "Monthly Billing Statements that are paid in full (prior to Collections)".  Also note that per Exhibit 6-B in Volume 2, postage is a separate Pass-Through Costs Item (and no information is to be provided in Form G regarding postage).
645	11/2/2020	11/20/2020	Form G - Pricing 6 Various Pass- Throughs Tab		Provide pricing for three (3) pass through costs detailed 1. Cost per Other Mailed Correspondence 2. Cost per Transponder Retail Package 3. Cost per Successful Out-of- State VRI Lookup	The intended purpose of Table 6 (Various Pass-Throughs) in Form G (Pricing) is for Proposers to provide a unit cost cap for each Pass-Through Cost Item listed in Table 6. The other Pass-Through Cost Items listed in Exhibit 6-B of Volume 2 will not be subject to any cap unless otherwise specified (e.g., Credit Card fees are

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					Exhibit 6-B of Volume II (pdf pg. 195) lists the following pass-through cost items that	subject to a Pass-Through Cost cap of 3% as specified).
					are not included in the related pricing sheet. Is the intent to not include any pricing for these items in the submitted pricing proposal?	Except for costs above any specified or indicated Pass-Through Cost cap, the pricing/cost information provided by Proposers in Form G should not include any costs related to the Pass-Through Cost Items listed in Exhibit 6-B.
					Also, please clarify any cost not listed in Exhibit 6-B that should be included in our pricing (e.g.,: (1) WUC Lease is a pass-through but CSC Lease is not on the list below, (2) Printer lease for WUCs is included but not for the CSC).  A. CC Fees	It is intentional that each Walk-Up Center lease is a Pass-Through Cost Item but that the CSC lease is not. It is also intentional that any printer lease for any Walk-Up Center is a Pass- Through Cost Item but any printer lease for the CSC is not.
					B. Unsuccessful out-of-state VRI lookup C. CSC Utilities D. WUC Lease E. WUC Maintenance F. WUC Utilities	Note that if any Walk-Up Center facility or the CSC facility is a facility shared with any other project, the related Pass-Through Cost Items will not be reimbursed.
					G. WUC Janitorial H. Postage I. Printer Lease for WUCs J. WUC Office Supplies K. CSC Office Supplies L. Office security (alarm and service)	Also note that per various posted responses to previous questions, Exhibit 6-B will be updated in an upcoming Addendum.

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646	11/2/2020	11/20/2020	Volume II Exhibit 6-B Page 195		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).  Please confirm if the 3 percent listed includes interchange fees, or are specific to the credit card merchant provider fees.	Reimbursement of any and all credit card fees cannot exceed 3% of the total credit card transaction value.