

**REQUEST FOR PROPOSALS**  
**A PROJECT TO PROVIDE COLLECTION AGENCY SERVICES**  
**FOR RIVERLINK'S OHIO RIVER BRIDGES**

**FORM K ADDENDUM 1**  
**SCOPE OF WORK**

**A PROJECT OF**  
**THE INDIANA FINANCE AUTHORITY**  
**ISSUED APRIL 22, 2022**

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

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## Section 1.0 GENERAL DESCRIPTION OF COLLECTION SERVICES SCOPE

This scope of work is for the provision of Collection Services for the Indiana Finance Authority (IFA) in cooperation with the Kentucky-Indiana Joint Board (“JB”) for collections of past due debt owed to the Louisville Southern Indiana Ohio River Bridges (“LSIORB”) project. The JB operates a Toll collection system that consists of Transponder-Based Transactions (TBT)s and Image-Based Transactions (IBT)s that can be posted to ORB Customer Accounts and/or Unregistered Video Accounts. Unpaid IBTs on ORB facilities result in monthly notices to ORB patrons.

## Section 2.0 ABBREVIATIONS PROCUREMENT OVERVIEW

| Abbreviation | Term   |
|--------------|--|
| ACH          | Automated Clearing House                                       |
| AES          | Advanced Encryption Standard                                   |
| AET          | All-Electronic Tolling (see below for definition)              |
| AOC          | Attestation of Compliance                                      |
| AVI          | Automatic Vehicle Identification (see below for definition)    |
| BAFO         | Best and Final Offer (see below for definition)                |
| BMV          | Bureau of Motor Vehicles (see below for definition)            |
| BOS          | Back Office System (see below for definition)                  |
| BSDA         | Bi-State Development Agreement                                 |
| CCC          | Customer Contact Center (see below for definition)             |
| CFR          | Code of Federal Regulations (see below for definition)         |
| CHD          | Card Holder Data (see below for definition)                    |
| COTS         | Commercial Off-the-Shelf (see below for definition)            |
| CRM          | Customer Relationship Management (see below for definition)    |
| CSC          | Customer Service Center (see below for definition)             |
| CSR          | Customer Service Representative (see below for definition)     |
| DBE          | Disadvantaged Business Enterprise (see below for definition)   |
| DMV          | Department of Motor Vehicles (see below for definition)        |
| DOA          | Department of Administration (see below for definition)        |
| DOR          | Department of Revenue (see below for definition)               |
| DTN          | Downtown Crossing Northbound (see below for definition)        |
| DTS          | Downtown Crossing Southbound (see below for definition)        |
| DT0          | Downtown Crossing Northbound Exit 0 (see below for definition) |
| ECN          | East End Crossing Northbound (see below for definition)        |
| ECS          | East End Crossing Southbound (see below for definition)        |

| <b>Abbreviation</b> | <b>Term</b>  |
|---------------------|--|
| EDCMS               | Electronic Document and Content Management System (see below for definition)       |
| EFT                 | Electronic Funds Transfer  |
| ETC                 | Electronic Toll Collection (see below for definition)                              |
| ETC                 | Electronic Transaction Consultants (see below for definition)                      |
| E-ZPass IAG         | E-ZPass Interagency Group (see below for definition)                               |
| FAT                 | Functionality Assurance Test (see below for definition)                            |
| FY                  | Fiscal Year (see below for definition)   |
| GAAP                | Generally Accepted Accounting Principles   |
| GAAS                | Generally Accepted Auditing Standards  |
| GL                  | General Ledger   |
| GUI                 | Graphical User Interface   |
| IBT                 | Image-Based Transaction (see below for definition)                                 |
| ICD                 | Interface Control Document (see below for definition)                              |
| IDOA                | Indiana Department of Administration (see below for definition)                    |
| IDOR                | Indiana Department of Revenue (see below for definition)                           |
| IFA                 | Indiana Finance Authority (see below for definition)                               |
| INDOT               | Indiana Department of Transportation (see below for definition)                    |
| IOP                 | Interoperable or Interoperability  |
| IP                  | Internet Protocol  |
| IR                  | Image Review   |
| ITP                 | Instructions to Proposers  |
| JB                  | Joint Board  |
| KPI                 | Key Performance Indicator (see below for definition)                               |
| KPTIA               | Kentucky Public Transportation Infrastructure Authority (see below for definition) |
| KRS                 | Kentucky Revised Statute   |
| KYTC                | Kentucky Transportation Cabinet (see below for definition)                         |

| Abbreviation | Term  |
|--------------|---|
| LOS          | Level of Service  |
| MFA          | Multi-Factor Authentication (see below for definition)                  |
| MSP          | Merchant Service Provider (see below for definition)                    |
| MVL          | Motor Vehicle Licensing (see below for definition)                      |
| NSF          | Non-Sufficient Funds (see below for definition)                         |
| NTP          | Notice to Proceed (see below for definition)                            |
| ORB          | Ohio River Bridges Project (see below for definition)                   |
| PCI          | Payment Card Industry   |
| PCI-DSS      | Payment Card Industry Data Security Standard (see below for definition) |
| PEC          | Proposal Evaluation Committee (see below for definition)                |
| PPEC         | Price Proposal Evaluation Committee (see below for definition)          |
| PII          | Personally Identifiable Information (see below for definition)          |
| PMP          | Project Management Plan (see below for definition)                      |
| POS          | Point of Sale   |
| QA           | Quality Assurance   |
| QAMTP        | Quality Assurance and Master Test Plan (see below for definition)       |
| QC           | Quality Control   |
| QSA          | Qualified Security Advisor  |
| RCM          | Revenue Control Manager (see below for definition)                      |
| RFP          | Request for Proposals (see below for definition)                        |
| ROC          | Report on Compliance  |
| ROI          | Region of Interest (see below for definition)                           |
| RTCS         | Roadside Toll Collection System (see below for definition)              |
| SFTP         | Secure File Transfer Protocol (see below for definition)                |
| SIT          | System Integration Test (see below for definition)                      |
| SL           | Sub Ledger  |
| SMS          | Short Message Service   |

| Abbreviation | Term   |
|--------------|--|
| SOP          | Standard Operating Procedure (see below for definition)            |
| SOS          | Secretary of State (see below for definition)                      |
| TBT          | Transponder-Based Transaction (see below for definition)           |
| TLS          | Transport Layer Security   |
| TSA          | Toll Services Advisor  |
| TPEC         | Technical Proposal Evaluation Committee (see below for definition) |
| TSP2         | Toll Service Provider 2 (see below for definition)                 |
| UAT          | User Acceptance Test (see below for definition)                    |
| USPS         | United States Postal Service                                       |
| VIN          | Vehicle Identification Number                                      |
| VRI          | Vehicle Registration Information (see below for definition)        |
| WUC          | Walk Up Center (see below for definition)                          |

## Section 3.0 DEFINITIONS

| Term (Abbreviation)              | Definition   |
|----------------------------------|--|
| Ad Hoc Reporting                 | A business intelligence process used to quickly create reports on an as-needed bases. Ad hoc reports are generally created for one-time use to find the answer to a specific business question.  |
| Account                          | See Customer Account.  |
| Account Attribute (Attribute)    | A Customer Account differentiator used by CSRs and BOS functionality for various purposes including managing the Customer Account, applying Business Rules, and reporting.   |
| Account Flag (Flag)              | An indicator on a Customer Account that signals a particular condition or status or that an event has occurred. The Flag is said to be set when it is turned on. Flags are used by CSRs and BOS functionality for various purposes including managing the Customer Account, applying Business Rules, and reporting. See Scope of Work. |
| Addenda/ Addendum                | Supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.   |
| Adjustment                       | The act of making and recording an alteration or modification within the system, specifically to a Financial Transactions.   |
| Administrative Hearing (Hearing) | A formal adjudicatory proceeding conducted by an agency as required or permitted by statute or regulation to adjudicate the legal rights, duties, privileges, or immunities of a named person for the purpose of resolving a customer dispute. See also KRS Chapter 13B.   |
| Affiliate                        | Includes parent companies, subsidiary companies, Persons under common ownership, joint venture members and partners, and other financially liable parties for a Person.  |
| All-Electronic Tolling (AET)     | A modern tolling method using state-of-the-art technology that allows for Tolls to be collected without vehicles having to stop at a Toll booth.   |
| Approval Process                 | The process set forth in Section 5 of the Contract for Joint Board Representatives' review and approval of the Contractor's submittals of Deliverables.  |
| Attribute                        | See Account Attribute.   |
| Authorized Representative        | Any individual designated by a party that can make decisions and obligate the party on matters relating to the Contract Documents.   |
| Authorized User                  | A user authorized by the Joint Board Representatives to access and utilize the BOS. The user's BOS access and utilization is determined by proper login credentials and assigned role(s). These users include Contractor personnel, BOS personnel, Joint Board Representatives and their designees, and customers.                     |
| Authorization Documents          | See ITP Volume 1, Exhibit E.   |



| <b>Term (Abbreviation)</b>                | <b>Definition</b>   |
|---|---|
| Automatic Vehicle Identification (AVI)    | A specific AET method that uses radio frequency identification technology that identifies customers in vehicles using transponders as they pass fixed antennas and readers to automatically charge a Toll to the customer.  |
| Away Agency                               | For the purpose of this Project, an Interoperable Toll agency that is not RiverLink.  |
| Back Office System (BOS or System)        | The complete suite of hardware and software provided and operated by Electronic Transaction Consultants to manage customer accounts, image review, and perform other Toll related operations for the purposes of servicing customers and collecting Toll revenue. |
| Best and Final Offer (BAFO)               | Reassessment of the submitted price proposal to rework or refine proposal based on latest information gained.   |
| Breach of Standards of Performance Notice | A written notice given by the JB to the Contractor pursuant to Section 9 of the Contract.   |
| Bureau of Motor Vehicles (BMV)            | Indiana agency that registers vehicle titles and provides vehicle ownership information for owner identification.   |
| Business Days                             | Any day other than a Saturday, Sunday or federal legal holiday or day on which banks or trust companies are authorized to be closed for business in Indiana and Kentucky.   |
| Business Rules                            | The set of future rules that govern how the Contractor shall function and operate, especially in respond to the various operating situations that occur during the Toll collection process based on business cases and policy decisions.                          |
| Calendar Day                              | Every day, including weekends and specified holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. Eastern Time.  |
| Card Holder Data (CHD)                    | Any personally identifiable information associated with a person who has a credit or debit card, including the card's primary account number along with any of the following data types: cardholder name, expiration date or security code.                       |
| Case                                      | A record automatically or manually generated within the TSP2 Back Office System, due to a Customer or Non-Customer raising a complaint or request that requires review and/or action by TSP2 and/or the JB to be closed/resolved.                                 |
| Case Type                                 | A way to categorize cases by type. This includes Complaints, Disputes, Refunds, JBR, Questions About Your Account and, Subpoenas.   |
| Change Order                              | A written order issued by the JB to the Contractor delineating changes in the requirements of the Contract Documents in accordance with Section 5 of the Contract and establishing, if appropriate, an adjustment to the Contract Price or a Completion Deadline  |

| <b>Term (Abbreviation)</b>        | <b>Definition</b>   |
|-----------------------------------|---|
| Code of Federal Regulations (CFR) | The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. It is divided into 50 titles that represent broad areas subject to Federal regulation. |
| Collection Agency (Collections)   | Third-party business engaged in the collection of outstanding debts. Also referred to as Collection Agency Provider.  |
| Collection Agency Commission      | The payment to the Contractor for its collection effort in accordance with this Agreement.  |
| Collection Agency Provider        | See Collection Agency (Collections).  |
| Collection Agency Services        | The collection of outstanding debts through the usage of the BOS System and, issuance of invoices.  |
| Collection Fee                    | A debit amount that is added to the debt being collected by the Contractor when the debt is placed with the Collection Agency.  |
| Collection Placement              | The traffic transaction, or set of transactions, assigned to the external collection agency. Also referred to as "Placement".   |
| Collection Rate                   | The percentage of successful collection of outstanding debts owed to LSIORB   |
| Collection Service(s)             | The services conducted by the Collection Agency.  |
| Completion Deadline               | Refers to the deadline(s) for the Contractor to complete a portion of the Work as dictated in the Scope of Work.  |
| Configurable                      | Contractor functionality designed and provided such that changes to the related thresholds, values, methods, parameters and/or settings, and will not require additional software development and software testing effort to modify.  |
| Contract                          | The agreement made between the IFA, on behalf of the JB, and the Contractor, for the purpose of the Contractor providing the required services.   |
| Contract Manager                  | The Joint Board Representative assigned to manage this Contract   |
| Contractor                        | The Collection Agency contracted to provide debt collection services under this Agreement. Also referred to as "Proposer" or "Collections Agency".  |
| Contract Documents                | The Contract, including all exhibits, and the other documents listed in the Contract, including all amendments to the foregoing, and all Change Orders and Change Directives issued.  |
| Contract Price                    | This consists of initial costs and, variable pricing costs (Automated Vehicle Identification transactions, posted VTolls, etc.).  |
| Credit Card                       | Card issued by a financial company giving the holder an option to borrow funds (for credit cards) or use available funds (for debit cards or  |

| Term (Abbreviation)                    | Definition  |
|--|---|
|  | prepaid cards), usually at a Point-of-Sale device. For the purpose of this project, these include any of the following Credit Cards: American Express, Discover, MasterCard, Visa and debit cards and prepaid cards bearing one of these logos.   |
| Customer(s)                            | A customer is defined as a user who maintains a registered account within the TSP1/TSP2 BOS, utilizes the ORB bridges and, has agreed to the Terms and Conditions associated to using the ORB bridges.  |
| Customer Account (Account)             | An account for a customer created in the BOS by an Authorized User or by the BOS which includes customer information such as an associated license plate, transponder and/or vehicle information, as well as, in most cases, associated contact and/or billing information and which is used to post transactions associated with the customer for the purposes of Toll collection. |
| Customer Contact Center (CCC)          | The primary operations facility which handles customer contacts. Facility may be part of the CSC and typically includes, for example, a call center where customer phone calls are handled, a Walk-Up Center where walk-in customers are received and serviced in-person, and a mail processing center where incoming customer mail is processed.                                   |
| Customer Relationship Management (CRM) | An approach to managing an entity's interaction with its current and potential customers, typically related to, or referring to the system used for such management.  |
| Customer Service Center (CSC)          | The central operations facility that houses equipment, software, systems, and personnel required to establish, manage, and maintain customer accounts; provide customer service; and process information including transactions and license plate images.   |
| Customer Service Representative (CSR)  | An individual performing customer interface duties, typically providing customer assistance in person, over the phone, or electronically, such as Account creation, Account management, payment processing, and dispute resolution.   |
| Deliverable                            | All approved documentation submitted for the design, planning and management of the Project. See Form K. Scope of Work.   |
| Detailed Project Schedule              | The final update of the preliminary Project Schedule submitted with the Proposal which lists the project's milestones, activities and Deliverables with respective start dates, end/finish dates. dependencies and, where applicable, resources.  |
| Deviations                             | Any change, deviation, modification, or alteration from the requirements of the Contract Documents and any applicable Laws.   |
| Department of Motor Vehicles (DMV)     | An agency that is a source of and provides vehicle registration information (e.g., vehicle owner name, address, etc.) related to License Plate Data to support Toll collection.   |

| <b>Term (Abbreviation)</b>                                | <b>Definition</b>  |
|---|--|
| Dispute   | A case within the TSP2 BOS created when toll transaction(s), fees and/or, invoices are assigned to a customer, but the customer refuses responsibility for the toll transaction(s), fees, and/or invoices.   |
| Downtown Crossing Northbound (DTN)                        | An ORB Toll Location associated with the I-65 northbound traffic using the Lincoln Bridge over the Ohio River between Louisville, KY and Jeffersonville, IN.   |
| Downtown Crossing Southbound (DTS)                        | An ORB Toll Location associated with the I-65 southbound traffic using the Kennedy Bridge over the Ohio River between Louisville, KY and Jeffersonville, IN.   |
| Downtown Crossing Northbound Exit 0 (DTO)                 | An ORB Toll Location associated with the I-65 northbound traffic using Exit 0 after crossing the Lincoln Bridge over the Ohio River between Louisville, KY and Jeffersonville, IN.   |
| East End Crossing Northbound (ECN)                        | An ORB Toll Location associated with the SR265/KY841 northbound traffic using the Lewis and Clark Bridge over the Ohio River between Louisville, KY and Jeffersonville, IN.  |
| East End Crossing Southbound (ECS)                        | An ORB Toll Location associated with the SR265/KY841 southbound traffic using the Lewis and Clark Bridge over the Ohio River between Louisville, KY and Jeffersonville, IN.  |
| Electronic Document and Content Management System (EDCMS) | A computer-based system used to store, track, and manage documents and their development in order to reduce the need for paper and to provide users with easy access to Project documentation.   |
| Electronic Toll Collection (ETC)                          | Method developed to charge Toll to a Toll facility user without requiring any action or stopping by the driver/user (typically uses AVI and/or image capture/review technologies and processes to identify the person responsible for the Toll).   |
| Electronic Transaction Consultants                        | Software company contracted to provide a new Back Office solution for ORB. Also referred to as TSP2.   |
| Eligible Surety   | A bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties at <a href="http://www.fms.treas.gov/c570/c570.html">www.fms.treas.gov/c570/c570.html</a> ), rated "A" or higher by at least two nationally recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's) or rated at least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size. |
| Error   | An error, omission, inconsistency, inaccuracy, deficiency, or other defect.  |
| Equity Member   | (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Contractor's operations.  |

| Term (Abbreviation)             | Definition  |
|---------------------------------|---|
| Event Transaction               | Any data produced by the System or an operator that describes the status of the hardware, software, and any processes within the TCS. An Event Transaction provides data that can be used to determine the operational status of the system, including any errors, outages, or faults.  |
| Exception                       | Any portion of the Contract, terms, conditions, or KPI's that cannot be met.  |
| Excessive VTolls                | A condition that exists on a Customer Account when a (configurable) threshold is exceeded regarding the number of IBTs that are posted to the Account when TBTs were expected instead.  |
| Execution Documents             | Contract and other documents to be executed in connection   |
| Expected Revenue                | The forecasted amount of revenue to be collected from Traffic Transactions assuming 100% will be paid.  |
| Equity Member                   | (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and<br>(b) each entity proposed to have a direct equity interest in the Contractor.   |
| E-ZPass Interagency Group       | The trademarked brand name of the ETC AVI systems and technology used by most tolled roads, bridges, and tunnels in the midwestern and eastern United States primarily for the purpose of Toll collection.  |
| Fee(s)                          | A debit financial transaction applied due to a Customer/Violator being unable to pay the tolls within a predefined period of time or due to activity that has occurred at the Customer/Violator's account level. This is made up of Administrative Fees, Violation Fees, Non-Sufficient Funds Fees, Collection Fees and Printed Statement Fees. |
| Financial Account               | A GL or SL account that is used to aggregate financial transactions and record them in a General Ledger system  |
| Final Total Proposal Score      | The Price Score (maximum 350 points) and the Technical Score (maximum 650 points).  |
| Financially Responsible Parties | The party which will guarantee all the obligations of such Equity Member with respect to the Project.   |
| Financial Transaction           | A transactional data record created in the System (automatically by the System or manually by an Authorized User) that has a financial impact (e.g., posting of priced Traffic Transactions, payments, adjustments, reversals, code-offs, etc.).  |
| Fixed Operations Costs          | The costs associated with initiating Collection Agency services, as provided in Form G.   |
| Fiscal Year (FY)                | The annual reporting timeframe of July 1 <sup>st</sup> through June 30 <sup>th</sup> (or potentially any other consecutive 12-month period as directed by the Joint Board Representatives). Note that unless otherwise directed by the Joint Board Representatives, FY2022 means 7/1/21 through 6/30/22.  |

| <b>Term (Abbreviation)</b>                  | <b>Definition</b>  |
|---|--|
| Flag  | See Account Flag.  |
| Functionality Assurance Test (FAT)          | Required testing to be performed by the Contractor with results reported to the Joint Board Representatives' for review and approval.  |
| General Information Proposals               | Part 1 of the Proposal documents, as outlined in Volume I, Exhibit A of the ITP.   |
| Go-Live                                     | The Project's official start of live operations as approved by the Joint Board Representatives.  |
| Good Industry Practice                      | Standards, practices, methods, and procedures conforming to the degree of skill and care, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.                             |
| Governmental Entity                         | Any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, or other instrumentality of any government, whether federal, state, or local, domestic, or foreign.   |
| Guarantor(s)                                | Any Person(s) providing a guaranty with respect to the Contractor's obligations under this Contract.   |
| Hold  | Refer to "Legal Hold"  |
| Home Agency                                 | For the purpose of this Project, the Interoperable Agency which hosts and maintains the information related to Transponder(s) and/or license plate(s) used to post and pay for Interoperable transactions.   |
| Image of Record                             | The transaction's image used to identify the VRI   |
| Image Review                                | The system(s) and/or process(es) related to reviewing captured images of license plates, using OCR and/or manually, associated with vehicles that used a Toll facility in order to determine License Plate Data for the purpose of Toll collection.  |
| Image Reviewer                              | Staff member trained to perform Image Review.  |
| Image-Based Transaction (IBT)               | A Traffic Transaction (and potentially related Financial Transaction) for which the Toll collection is ultimately based on an associated image, or set of images, of a vehicle's license plate (as opposed to a Transponder-Based Transaction).  |
| Indemnified Party                           | The Commonwealth of Kentucky, KPTIA, KYTC, the Louisville/Jefferson County Metro Government, the State of Indiana, Clark County, Indiana, INDOT, Indiana Finance Authority, the JB, the Tolling Body, and their respective officers, directors, board members, employees, consultants, representatives, agents and successors and assigns. |
| Indiana Department of Administration (IDOA) | The state agency of Indiana that centrally manages the assignment, operation, and reporting of all state vehicles owned, leased, or rented by all Indiana state agencies.  |

| <b>Term (Abbreviation)</b>                   | <b>Definition</b>  |
|--|--|
| Indiana Department of Revenue (IDOR)         | The state agency of Indiana that administers the international registration plan and base plate renewals program for qualifying carrier and vehicles (carriers based in Indiana with 25 or more vehicles that are registered at 16,000lbs or more).  |
| Indiana Department of Transportation (INDOT) | The state agency of Indiana responsible for planning, building, and operating Indiana's transportation system, including the development and implementation of a strategic plan to meet the needs of Indiana and its stakeholders, and to enhance economic development.  |
| Indiana Finance Authority (IFA)              | A body politic and corporate created by Indiana pursuant to IC 4-4-11-4, which provides that the exercise of its powers constitutes an essential governmental, public, and corporate function.   |
| Indiana Parties                              | INDOT and IFA.   |
| Initial Total Proposal Score                 | Preliminary total combined score (technical score plus pricing score) used to select Proposers to be invited to the Proof of Concept.  |
| Initial Work                                 | Work needed in order to facilitate go-live on the Project.   |
| Interface                                    | The shared boundary across which two or more separate systems exchange information.  |
| Interface Control Document (ICD)             | The document that defines the file formats and related rules and requirements for transmitting, receiving, and processing Interface data between two or more systems.  |
| Interlocal Agreement (Interlocal)            | The agreement between INDOT, IFA, KYTC, and KPTIA entered pursuant to IC 36-1-7 et seq. and KRS 65.210 to 65.300 to facilitate the accomplishment of the Project by sharing the individual agencies' powers with the JB, the Tolling Body, and each other as necessary to comply with the terms of the Development Agreement, and for the benefit of the citizens of Indiana and Kentucky. |
| Internet Protocol (IP) Address               | A unique numerical label assigned to each device connected to a computer network.  |
| Interoperable (IOP)                          | Relationship established between two or more Tolling agencies or entities based on their systems being capable of capturing, transmitting, receiving, processing, and paying for Toll transactions resulting when a customer with an account at one agency/entity uses the Toll facility of another agency/entity.   |
| Invoice                                      | An electronic or paper document associated with a Customer/Violator that is generated by the Collections Agency for account balance and billing purposes.  |
| Joint Board                                  | The Kentucky-Indiana Joint Board was created to facilitate the financing, construction, operation, and maintenance of the Louisville-Southern Indiana Ohio River Bridges Project. The board members consist of the Public Finance Director of the State of Indiana, the Chairperson of KPTIA, the Secretary of KYTC, and the Commissioner of INDOT   |

| <b>Term (Abbreviation)</b>                                      | <b>Definition</b>  |
|---|--|
| Joint Board Authorized Representative                           | Persons designated as the Joint Board Authorized Representative(s) in Contract, Section 4.   |
| Joint Board Representative(s)                                   | Person(s) designated by INDOT, KYTC and/or the JB to represent the JB and make certain Project related decisions.  |
| Kentucky Parties  | KPTIA and KYTC.  |
| Kentucky Public Transportation Infrastructure Authority (KPTIA) | The independent de jure municipal corporation and political subdivision of the Commonwealth of Kentucky with the authority to participate in the construction, operation, financing, and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve, and monitor all such projects, and to assist with the operation, financing, and management thereof in accordance with KRS Chapter 175B.                               |
| Kentucky Transportation Cabinet (KYTC)                          | The department and agency of the Commonwealth of Kentucky responsible for, and with authority to direct and control the establishment, construction, and maintenance of Kentucky's primary road system.  |
| Key Performance Indicator (KPI)                                 | Measure or metric used to define and evaluate how successful one or more elements of the System and/or operational areas of the Project are performing.  |
| Key Personnel   | Those Collection Agency personnel positions specified in Volume I, Exhibit B of the ITP.   |
| Law or Laws   | Any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to any portion of the Project and/or the Work, whether now or hereafter in effect. |
| Legal Hold  | The process of pausing or preserving a Customer Account due to pending litigation.   |
| License Plate Data  | Information related to a specific license plate which can be derived from a legible image of the license plate, including the license plate's issuing jurisdiction (e.g., state), alphanumeric characters, and plate type used for the purpose of vehicle owner identification and/or Toll collection.   |
| Lien  | Any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement.  |
| <u>Liquidated Damages</u>                                       | <u>Damages whose amount the IFA designate within Volume I, Form K and Volume II of the RFP to collect as compensation upon the Contractor's specific breach of one or more KPIs.</u>   |
| Losses  | Any loss, damage (including personal injury, property damage and natural resource damages), injury, liability, cost, expense (including  |



| Term (Abbreviation)               | Definition  |
|-----------------------------------|---|
|                                   | attorneys' fees and expenses (including those incurred in connection with the enforcement of any provision of this Contract)), fee, charge, demand, investigation, proceeding, action, suit, claim, judgment, penalty, fine or Third-Party Claims.  |
| Maintenance Plan                  | Deliverable document to be developed and submitted by the Contractor for the Joint Board Representatives' approval.   |
| Major Non-Equity Members          | The following team members, if such team members do not hold an equity interest in Proposer: (i) the lead engineering firm (if a consortium, partnership or any other form of a joint venture, all such members); (ii) the lead contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (iii) the lead firm responsible for operations (if a consortium, partnership or any other form of a joint venture, all such members). |
| Major Participants                | Each Equity Member and (a) the Toll Service Provider 2; (b) the Major Subcontractor; and (c) a proposed contractor with a contract valued at greater than or equal to \$25 million (excluding contracts with Subcontractors).   |
| Major Subcontract                 | (a) a Subcontract with the entity(ies) primarily responsible for the (i) Collection Agency Services and (b) a Subcontract to perform any part of the Work or to provide any materials, equipment or supplies for the Project on behalf of the Collection Agency valued in excess of 15 percent (15%) of the Contract Price for Work prior to Acceptance, and (b) a Subcontract for Work that includes any installation, or provision of operations personnel.               |
| Major Subcontractor               | Any Subcontractor that is a party to a Major Subcontract.   |
| Master Staffing Plan              | Deliverable document to be developed and submitted by Proposers. See Form K. Scope of Work.   |
| Median Contract Proposal          | The value lying at the midpoint of the Contract Price frequency distribution of all submitted Proposals.  |
| Merchant Service Provider (MSP)   | A third-party business that can provide customer payment processing services and tools for the Project such as Credit Card payment gateways, Point-Of-Sale (POS) systems, and card-reading hardware.  |
| Monthly Bill (MB)                 | An electronic or paper document associated with a Customer Account or Unregistered Video Account that is generated by the Back Office System for account balance and billing purposes.  |
| Motor Vehicle Licensing (MVL)     | Kentucky agency that registers vehicle titles and provides vehicle ownership information for owner identification.  |
| Multi-Factor Authentication (MFA) | User access authentication method in which user is granted system access only after successfully presenting two or more pieces of evidence to an authentication mechanism.  |
| National Interoperability         | Interoperability from a national perspective covering Toll roads and facilities across the country.   |

| <b>Term (Abbreviation)</b>                             | <b>Definition</b>   |
|--|---|
| Nixie  | A mailed letter that has been identified as being undeliverable and is returned to the sender by the postal service typically due to a faulty or illegible address.   |
| Non-Sufficient Funds (NSF)                             | A condition that exists when a customer's check payment becomes rejected by the customer's bank because the customer's checking account did not have enough funds to cover the check. This condition typically results in a fee being charged to the customer by the payee for the payment rejection.                         |
| Notice to Proceed (NTP)                                | The written notice issued by the JB to the Contractor authorizing Contractor to proceed with Work.  |
| Louisville Southern Indiana Ohio River Bridges Project | The on-going Louisville Southern Indiana Ohio River Bridges Project to improve cross-river mobility in the Louisville-Southern Indiana Region through the construction or reconstruction of three bridges across the Ohio River, financed in part through joint Toll operations by the JB.                                    |
| Operations and Maintenance Reports                     | The periodic maintenance related reports that are required to be submitted pursuant to Contract Section 40.   |
| Operations and Maintenance Term                        | The period during which the Contractor is obligated to perform the Maintenance Work, commencing on the Go-Live date, and continuing until the date that is four (4) years from the first anniversary of the Go-Live date, plus any extension of such period due to the JB's exercise of the Operation and Maintenance Option. |
| Operational and Acceptance Test                        | Test that the Contractor is required to successfully conduct after the Go-Live date pursuant to the ITP.  |
| Owner  | The JB, the IFA and other States' Parties.  |
| Party  | The Collection Agency or the JB, as the context may require, and "Parties" shall mean the Collection Agency and the JB, collectively.   |
| Past Due   | A condition that exists when an amount owed by a customer has not been paid by the associated due date indicated.   |
| Payment Card Industry Data Security Standard (PCI-DSS) | Guidelines intended to help organizations that process credit card payments mitigate fraud, hacking, and various other related security vulnerabilities and threats.  |
| Payment Location                                       | The location or means used to receive a customer payment, such as an over the phone with a Collections Agency representative, etc.  |
| Payment Method   | The instrument used to make a customer payment, such as a Credit Card, cash, a check, ACH, etc.   |
| Payment Milestones                                     | Each set of completed Work for which the Contractor may submit an invoice to the JB, as specified in the "Payment Milestone Descriptions" included in the Price Forms, Form G.  |

| Term (Abbreviation)                       | Definition   |
|---|--|
| Payment Plan                              | An established method based on the Business Rules that allows a customer to make a series of smaller payments to satisfy a larger amount owed.   |
| Performance Guaranties                    | The Contractor's commitment to meet the Key Performance Indicators specified in Contract Section 10  |
| Performance Liquidated Damages            | Defined in Contract Section 10.  |
| Performance Stipulated Damages            | Defined in Contract Section 10.  |
| Persistent Breach                         | (i) if the Project fails to meet or exceed any one or more of the Key Performance Indicators with respect to any Mission Critical System each day for more than 5 consecutive days, with compliance measured on a daily basis, or each day for more than 10 (consecutive or non-consecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis, or (ii) if the Project fails to meet or exceed any one or more of the Key Performance Indicators defined with respect to any other matter, function or system that is not a Mission Critical System each day for more than 10 consecutive days, with compliance measured on a daily basis, or each day for more than 15 (consecutive or nonconsecutive) days in any calendar quarter (3 month period), with compliance measured on a daily basis. |
| Person                                    | Any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization, or governmental entity.  |
| Personally Identifiable Information (PII) | Information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.  |
| <u>Placeable Transactions</u>             | <u>Accounts and Transactions eligible to be placed with an outside Collections Agency for recovery.</u>  |
| Placement                                 | Debt which has been referred by TSP2 to the Contractor for collections.  |
| Plans or plans                            | All Joint Board-approved plans required to be developed by the Contractor pursuant to the Contract.  |
| Posting Date                              | The date the System posts a transaction to a Customer Account. When used in the context of Financial Transactions that resulted from Traffic Transactions, it is important to note that the Posting Date is independent from the Transaction Date.   |
| Post-Selection Deliverables               | The documents submitted from the Preferred Proposer, as outlined in Volume I, Section 4.3.1.   |
| Preferred Proposer                        | The apparent best value Proposer, as evidenced by being the highest scoring Proposer based on the best value determination pursuant to Volume I, Section 3.7   |

| <b>Term (Abbreviation)</b>                     | <b>Definition</b>   |
|--|---|
| Price Proposal                                 | The completed price sheets submitted with its Proposal contained in Form G and submitted under Part 3 of the ITP.   |
| Price Proposal Evaluation Committee (PPEC)     | Joint Board Representatives who evaluate the Price Proposals.   |
| Print/Mail Service Provider                    | A third-party business that, in whole or in part, handles the printing and mailing of Notifications.  |
| Project  | The work to be done to satisfy the Collection Agency Service's Business Rules and requirements set forth by the JB  |
| Project Management Plan (PMP)                  | Deliverable document to be developed and submitted by Proposer's for the Joint Board Representatives' review.   |
| Project Schedule                               | A listing of the project's milestones, activities and Deliverables with respective start dates, end/finish dates. dependencies and, where applicable, resources. A preliminary Project Schedule will be submitted with the Proposal and the updated version of this is known as the Detailed Project Schedule which will become part of the Contract. |
| Proposal                                       | The proposal submitted by a Proposer to the JB in response to the RFP.  |
| Proposal's End Date                            | The final date in which the IFA can award a Proposer with a Contract to provide a secondary Collection Agency's Services for RiverLink.   |
| Proposal Evaluation Committee (PEC)            | Joint Board Representatives who evaluate Proposals.   |
| Proposal Letter                                | A formal document acknowledging Proposers understand of what is included with the Proposer, what is being asked, and the process laid out.  |
| Proposer                                       | The entity submitting a Proposal for the Project in response to this RFP. Also referred to as "Contractor".   |
| Public Records Act                             | Collectively Indiana Code 5-14-3 and the Kentucky Open Records Act, as they may be amended from time to time.   |
| Quality Assurance and Master Test Plan (QAMTP) | Deliverable document to be developed and submitted by the Proposer for the Joint Board Representatives' approval.   |
| Reconciliation                                 | The process of comparing two or more sets of data records, typically from different systems, to check that that the individual data sets are complete and in agreement.   |
| Registered Account                             | An active account on TSP2's BOS that manages the toll activity of a customer with one or more vehicles and/or transponders, who utilizes the ORB bridges and, has agreed to the Terms and Conditions associated to using the ORB bridges.   |

| <b>Term (Abbreviation)</b>             | <b>Definition</b>  |
|--|--|
| Reference Information Documents        | The documents and information included in Volume III of the RFP. Except as expressly provided in the Contract Documents, the Reference Information Documents are not considered Contract Documents and were provided to the Contractor for informational purposes only and without representation or warranty by the JB. |
| Region of Interest (ROI)               | The area of an image of a vehicle that concentrates on the license plate.  |
| Regional Interoperability              | Interoperability confined to localized regions of the country (E-ZPass, Central US Interoperability, etc.)   |
| Regulatory Approvals                   | All local, regional, Commonwealth, State and federal agreements, studies, findings, permits, approvals, certifications, licenses, and other governmental actions required to be obtained, taken, or completed under applicable Laws prior to undertaking any particular activity contemplated by the Contract Documents. |
| Request for Proposals (RFP)            | The set of documents identifying the Project and its Work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer. The RFP includes the ITP, Contract Documents, and Reference Documents.   |
| Requirements                           | See Technical Requirements.  |
| Revenue Control Management Agreement   | The agreement entered into by, or to be entered into by, the JB and the Revenue Control Manager.   |
| Revenue Control Manager (RCM)          | The entity that performs accounting functions for the Project pursuant to the Custody and Revenue Control Agreement.   |
| Revenue Day                            | The day the revenue related to a Financial Transaction is associated with as approved by the Joint Board Representatives.  |
| Reversal                               | A Financial Transaction applied to a Customer Account as a result of reversing a prior payment, refund, or credit. Typical reasons for reversing include a chargeback, an NSF check, or a payment, refund or credit was posted to incorrect Account.   |
| RiverLink                              | The trademarked brand name of the ETC systems and technology used by the Louisville-Southern Indiana Ohio River Bridges primarily for the purpose of Toll collection.  |
| Roadside Toll Collection System (RTCS) | The system, including Hardware and Software, that detects, classifies, and creates Traffic Transactions for vehicles traveling on a Toll facility, including any one of the Bridges. The RTCS interfaces with and sends to the BOS the Traffic Transactions for processing for the purpose of Toll collection.           |
| Secretary of State (SOS)               | The state agency that administers dealer issued license plates and temporary license plates in the state of Indiana.   |
| Secure File Transfer Protocol          | A separate protocol packages built into SHH that can implement FTP commands over a secure connection.  |

| <b>Term (Abbreviation)</b>               | <b>Definition</b>  |
|--|--|
| Self-Service Website (Website)           | The website provided by TSP2 that allows a customer to create and manage their Customer Account.   |
| Skip Trace(ing)                          | An industry term for the process by which alternative contact information, especially a mailing address, is attempted to be obtained from third-party provider(s) for a customer for the purpose of Toll collection.   |
| Stakeholders                             | See ITP Volume I, Section 5.1.3.1.   |
| Standard Operating Procedure(s) (SOP(s)) | Depending on the context, (a) detailed step-by-step instructions and activities approved by the JB for the Contractor to complete the Work task(s) in accordance with the Business Rules, Requirements, regulations, provincial laws, or (b) the deliverable document to be developed and submitted by the Contractor for the Joint Board Representatives' approval that documents all of the Contractor's SOPs. |
| State                                    | The State of Indiana.  |
| State Auditor                            | Collectively or individually, the Auditor of the State of Indiana, elected under Article 6, Section 1 of the Indiana Constitution, whose powers, and duties are described by Indiana law, and/or the Kentucky State Auditor of Public Accounts, and any outside auditors employed by the State and/or the Commonwealth, and/or a State Party.  |
| States' Parties or State Party           | Collectively or individually, INDOT, KYTC, IFA, and KPTIA.   |
| Steady State Operations                  | The period of time from and after the end of start-up operations.  |
| <u>Stipulated Damages</u>                | <u>Damages whose amount the IFA designate within Volume II of the RFP to collect as compensation upon the Contractor's breach of the KPIs in excess of the caps defined in Form K, Section 12.1 Liquidated Damages.</u>  |
| Subcontract (or subcontract)             | Any agreement by the Contractor with any other Person, Subcontractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.  |
| Subcontractor (or subcontractor)         | Any Person with whom the Contractor has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies for the Project on behalf of the Collection Agency and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at all tiers.   |
| Subcontractor Dispute                    | Includes any dispute by a Subcontractor, including any pass-through claims by a lower tier Subcontractor, against the Contractor that is actionable by the Contractor against the Joint Board and arises from Work, materials or other services provided or to be provided under the Contract Documents.   |
| Subscription Period                      | Defined period of time with a definitive end date.   |

| <b>Term (Abbreviation)</b>                     | <b>Definition</b>  |
|--|--|
| Supplier (or supplier)                         | Any Person not performing work at or on the Project Site which supplies machinery, equipment, materials, Hardware, Software, systems, or any other appurtenance to any portion of the Project to the Contractor or to any Subcontractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from a Project Site shall not be deemed to be performing Work at the Project Site. |
| Surety   | The individual or entity committing to provide any of the bonds identified in the RFP, which individual or entity must be an Eligible Surety.  |
| System   | See Back Office System.  |
| System Acceptance                              | The Joint Board Representative's acceptance of the Project upon review and written approval of a successful Operational and Acceptance Test and satisfaction of all other conditions in the Contract.  |
| System Integration Test (SIT)                  | Required testing to be performed by the Contractor with results reported to the Joint Board Representatives for review and approval.   |
| Technical Proposal                             | The Proposers response to the technical requirements.  |
| Technical Proposal Evaluation Committee (TPEC) | Joint Board Representatives who evaluate the Technical Proposals.  |
| Technical Requirements (Requirements)          | The Requirements contained in the Scope of Work which describe standards, criteria, Requirements, conditions, procedures, specifications, Deliverables, and other provisions for the implementation of the Project.  |
| Test Cases                                     | An approved set of conditions and/or variables that are used as the basis for determining that a test satisfies Requirements proving a system or system component functions correctly and that are used as the basis for the development of test procedures.   |
| Third Party Claims                             | Any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations, or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines, or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.   |
| Toll(s)  | A charge payable for permission to use a particular bridge or road.  |
| Toll Services Provider 1 (TSP1)Rate Schedule   | The Toll amounts applied to Traffic Transactions as adopted from time to time by the Tolling Body for the Bridges.   |
| Toll Services Provider 2 (TSP2)                | The newly selected Toll Service Provider (i.e., ETCC).   |

| <b>Term (Abbreviation)</b>          | <b>Definition</b>  |
|-------------------------------------|--|
| Toll Services Advisor (TSA)         | Contractors who advise the Joint Board Authorized Representatives.   |
| Tolling Body                        | The body established in the Development Agreement and the Interlocal Agreement, being comprised of the members of the JB plus one additional representative of the IFA and one additional representative of KPTIA or any of the members' respective successors.  |
| Toll Services Agreement             | An agreement entered between two or more parties with an agreement to operate, support and manage tolling on state roadways or bridges.  |
| Total Initial Price                 | The complete fixed price compensation payable to the Contractor for the Initial Work.  |
| Total Proposal Score                | The combined score of the Technical and Price Proposals as determined pursuant to Volume I, Section 3.7 of the ITP.  |
| Traffic Transaction                 | The transaction created by the Roadside System that provides date, time, location, vehicle classification, transponder identification for ETC transactions, license plate number and jurisdiction and any other information required by the Technical Requirements to provide a record of a vehicle crossing on a Bridge, including a transponder (ETC) transaction, an image transaction and an interoperable transaction that is used for payments due to or from an E-ZPass interoperable agency. |
| Training Plan                       | Deliverable document to be developed and submitted by the Contractor for the Joint Board Representatives' approval.  |
| Transaction                         | A transactional data record in the System (i.e., a Traffic Transaction, Financial Transaction or Event Transaction).   |
| Transaction Date                    | For a Traffic Transaction and the resulting or related Financial Transaction(s), the date when the vehicle traveled through the Toll Location resulting in the creation of a related Transponder-Based Transaction or Image-Based Transaction. For other Financial Transactions or Event Transactions, the date the transaction was created/posted in the BOS.   |
| Transponder                         | A radio frequency device mounted in or on a vehicle that provides a unique identifier for the purpose of Toll collection.  |
| Transponder-Based Transaction (TBT) | A Traffic Transaction (and potentially related Financial Transaction(s)) for which the Toll collection is ultimately based on an associated Transponder (as opposed to an Image-Based Transaction).  |
| Unregistered Video                  | Account Type assigned to a system-generated account for video Toll transactions.   |
| User Acceptance Test (UAT)          | Required testing to be performed by the Contractor with results reported to the Joint Board Representatives' for review and approval.  |
| Vehicle Class                       | The approved scheme used to categorize each vehicle, based typically on the vehicle's quantity of axles and the vehicle's size, which is used as the framework for the Toll Rate Schedule.   |



| Term (Abbreviation)                    | Definition  |
|--|---|
| Vehicle Registration Information (VRI) | Information that a VRI Source is able to provide based on License Plate Data of any vehicle registered with the VRI Source that includes, at a minimum, the registered owner's name, and address. Some VRI Sources are also able to provide information that includes the vehicle's VIN and registration renewal date.  |
| VRI Source                             | Any DMV or other state or 3 <sup>rd</sup> party source that maintains and/or provides data regarding the registered owner's name and address, license plate information, VIN information, registration renewal date, etc. of registered vehicles.   |
| VToll                                  | An industry term referring to an Image-Based Transaction that the BOS determines is actually associated with a valid Transponder and processes accordingly based on the Business Rules.   |
| Video Transactions                     | An Image-Based Transaction that the BOS could not post to an active account with a valid Transponder requiring mailing a statement to the vehicle's registered owner.   |
| Waive                                  | The act of deeming a Toll or fee amount as no longer due based on the Business Rules.   |
| Work                                   | All of the work required to be furnished and provided by the Contractor under the Contract Documents, including all administrative, design, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and other duties and services to be furnished and provided by the Contractor as required by the Contract Documents, including all efforts necessary or appropriate to maintain the Project in accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by Persons other than the Contractor-Related Entities. |
| Workforce                              | Those individuals working for the Proposer.   |
| Workforce Management                   | An institutional process that maximizes performance levels and competency for an organization.  |
| Write-Off                              | (1) A Customer Account balance due deemed uncollectible or unworthy of pursuit based on the Business Rules, or (2) the act of deeming of such.  |

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## Section 4.0 UNPAID TRANSACTION VOLUMES

Placeable debt volumes for LSIORB will be the combination of volumes generated from the current LSIORB operations and other factors. Factors that may affect unpaid transaction volumes may include traffic growth and Toll rates. Information regarding LSIORB unpaid transactions volumes is located in Volume III, Section 4: Transaction and Account Data.

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## Section 5.0 PLACEMENT OF UNPAID TRANSACTIONS AND OPERATIONAL PROCEDURES

### 5.1. General

The Contractor shall provide debt Collection Services for ORB Customer Accounts and Unregistered Video Accounts and, any other unpaid Transactions owed to the JB, which TSP2 places with the Contractor. The Contractor shall accept the Placement of all unpaid Transactions, whether the Registered Vehicle Owner resides in or out of Indiana or Kentucky. The JB expects that the Contractor will follow LSIORB's procedures and processes in collecting all Transactions placed with the Contractor by the TSP2. Should the Contractor have Business Rules or policies that prohibit or limit the Contractor's Collection efforts, these rules or policies must be submitted with their proposal as indicated in Form O. The Contractor is prohibited from initiating legal action out of or within Kentucky or Indiana on behalf of the JB for such unpaid Transactions.

TSP2, on behalf of the JB, will place all unpaid Transactions based on the JB's Business Rules with the Contractor until another Collection agency is contracted in addition to the Contractor, at which time, TSP2, on behalf of the JB, will place a projected minimum of forty percent (40%) of its newly acquired unpaid Monthly Bills with the Contractor. However, the JB is not obligated to place any Transactions with the Contractor and is free to use other Collection agencies and Collection services. The usage of another Collection Agency in addition to the Contractor will be based on the performance of the Contractor. The JB may request at any time and for any reason the return of placed Transactions. If such a request is made, the Contractor shall immediately cease all Collection activity for that Transaction, and the Contractor will not receive any commission for that effort to collect.

The JB reserves the right to change the operational procedures, Business Rules and Requirements on placed Transactions as well as, protocol, electronic file format, and time-period for the transmission of funds collected by the Contractor at any time during this Agreement with a minimum of thirty (30) days written notice. The Contractor must notify the JB in writing and obtain Approval if additional time may be required in order to execute the requested changes. The JB's Contract Manager may authorize changes in processes and/or procedures from time to time.

### 5.2. Types of Accounts with Unpaid Transactions

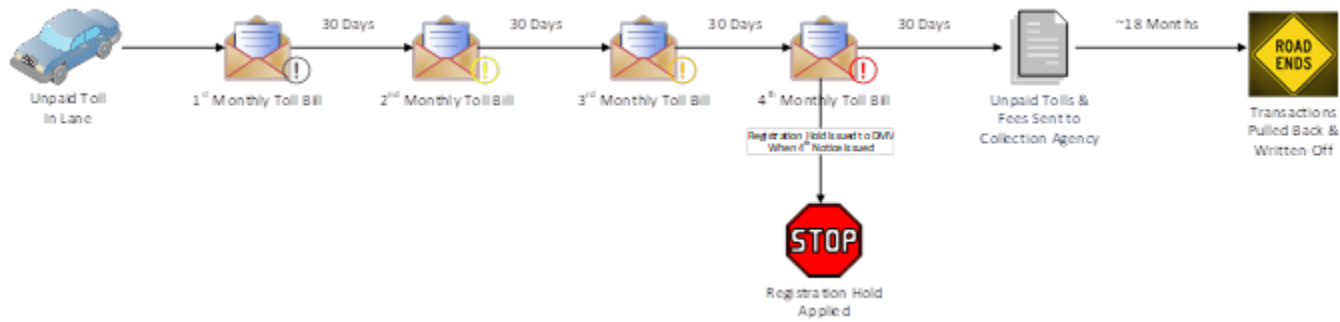
The Contractor's bad debt Collection solution shall provide the ability to receive newly placed accounts on a periodic basis, such as daily, weekly, or monthly by Transaction type. The Contractor will be working with up to two (2) different transaction types of unpaid Transactions associated to account types listed below. In some cases, the Contractor will work directly with the JB Finance Department and in other cases they will work with TSP2. Details for general account types, based on Business Rules, are below; with the understanding that the Business Rules may be modified from time-to-time based on the needs of the ORB or JB.

1. **ORB Customer Accounts:** A Registered Account goes negative because the customer has not added money to the Account balance and/or, the credit card or ACH associated to the Account is invalid. Once an insufficient balance has been accrued based on the Business Rules, TSP2 will send at least four (4) monthly bills within a 120-day period to the customer. After the last Monthly Bill remains unpaid beyond its due date, the unpaid Transactions will be sent to the Contractor only if the minimum threshold (TBD), based on the Business Rules, is met.

2. **Unregistered Video Account:** When IBTs on LSIORB roadways and/or bridges are unable to be associated to an IOP nor LSIORB Account, the TSP2 BOS creates an Unregistered Video Account . The System will then attempt to capture an address for the associated Vehicle's Registered Owner from the DMV to notify the Violator the need for payment. Unpaid Transactions that remain unpaid after (4) monthly billing cycles and qualify for Collections are sent to the Contractor provided the Account Balance meets the minimum threshold (TBD) based on the Business Rules.

3. **Other:** To be determined by LSIORB.

The chart below demonstrates the current cycle for Monthly Billing.



See Volume III, Section 4: Transaction and Account Data for more information regarding the average number and amount of Transactions, Monthly Bill Transactions, Monthly Bills and Accounts that are currently escalated to the Violation Stage of Collections on a monthly basis.

### 5.3. Placement

Placements are made based on the JB's Business Rules regarding the escalation of unpaid Transactions using an electronic file exchange via SFTP. The Contractor will receive the electronic file exchange from TSP2. The Contractor shall acknowledge the receipt and processing of the file, as identified in the Interface Control Document (ICD) File Format Document. The ICD can be found in Volume III, Section 3: Collections ICD of the RFP. The Contractor shall report any exceptions occurring during the loading of the Transactions to the Contractor's system. They shall also report any out-of-balance errors between the account count and Transaction dollar amount as received and loaded in the Contractor's system; where any contact between TSP2 and the Contractor may be managed via a file, as defined in the ICD within Volume III, Section 3: Collections ICD. The Contractor shall also have a system in place to alert TSP2 if a file is not received as scheduled as indicated in the ICD within Volume III, Section 3: Collections ICD of the RFP.

### 5.4. Outbound Customer Contact

An initial notification (i.e., Invoice) shall be sent to the Customer/Violator to a validated address, as validated by the Contractor, within one (1) week after the original Placement of unpaid Transactions with the Contractor. This validated address shall be acquired from an entity apart from TSP2 and be communicated to TSP2 via a file, as mentioned in the Collections ICD captured in Volume III, Section 3: Collections ICD of this RFP. The JB must review and approve the form and content of each type of notification sent by the Contractor to the Customer/Violator.

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Outbound calls from the Contractor to the Customer/Violator shall be made within the business hours of 7AM to 7PM EST., Monday through Friday local time and, shall be made no more than two (2) times per business day.

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## Section 6.0 PAYMENT MANAGEMENT

### 6.1. Contractor Collected Payments

The Contractor is permitted to collect on unpaid Transaction amounts that are placed with the Contractor and those that are not yet escalated to Collections; with the understanding that the Contractor will not be compensated for unpaid Transactions collected that are not placed with the Contractor. The Contractor must accept payment for ORB's Customer's/Violator's unpaid Transactions using the TSP2 BOS's interface with the available payment methods being by credit card or ACH. The Contractor must provide Customers/Violators with convenient ways to contact the Contractor to pay their due amount and receive answers to questions. The Customer/Violator must be able to contact the Contractor by phone and speak to a representative during business hours. The Contractor shall provide personnel to be contacted by phone during all hours of operation that are fluent in Spanish to support efficient and effective communication with ORB Customers and Violators.

### 6.2. TSP2 Collected Payments

TSP2 will accept payment from a Customer/Violator for amounts placed in Collections. On a daily basis, TSP2 will send the Contractor a file communicating all payments and adjustments processed by TSP2 and the Contractor for Transactions placed with the Contractor.

Upon receipt of the file, the Contractor must update and reconcile its records to reflect the Customer's/Violator's current balance. The Contractor shall Invoice KYTC and INDOT for the Collection Agency Commission on a monthly basis with a fifty-fifty (50/50) split for all Transactions paid when placed with the Contractor, unless payment of such commission is not required based on the exclusions listed in Form K, Section 8.0: Contractor Compensation. The Contractor shall contact TSP2 in the event that there are discrepancies found while reconciling. More on this can be found in Form K, Section 9: Monthly Placement Inventory and Reconciliation.

If an ORB Customer/Violator claims to have paid Transactions in Collections and this is not reflected in the Payment file, the Contractor shall have access to view the TSP2's BOS's user interface for that Customer/Violator to confirm payment. If the Contractor determines that a payment was made prior to the current date, the Contractor shall contact TSP2 to communicate the misalignment, request the inclusion of the Payment be issued in the next installment of the Payment file, and include the payment within the next monthly Invoice, as applicable. If the Customer/Violator payment cannot be confirmed, the Contractor shall guide the Customer/Violator to contact TSP2 with any applicable documentation that may be used to verify payment.

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## Section 7.0 SPECIAL HANDLING

### 7.1. Customer Disputes

The Contractor is not responsible for researching nor resolving the Dispute inquiries including following up with the Customer/Violator on the result of a Dispute. If a Dispute or an Administrative Hearing is requested by the Customer/Violator via TSP2 and a Hold is placed on the Customer's/Violator's Transactions, then the Contractor shall be notified, as discussed in the ICD captured in Volume III, Section 3: Collections ICD in association to the applicable Transactions. When a Hold is communicated to the Contractor, the Contractor must halt Collection efforts on the Transactions on Hold until all issues raised by the Customer/Violator have been addressed and resolved.

If a Customer/Violator contacts the Contractor to inquire about an Administrative Hearing request, the Contractor shall direct the Customer/Violator to contact TSP2.

### 7.2. Complaints by a Customer/Violator

Anytime one of ORB's Customers/Violators makes a complaint to the Contractor about the manner in which the Contractor is attempting to collect the placed Transactions, the Contractor shall capture the complaint to be provided to the JB within two (2) business days after the complaint was raised. If the Customer's/Violator's complaint is in writing, the Contractor shall also provide a copy of the complaint to the JB within two (2) business days after it was received by the Contractor either via post mail or uploaded to a secure file location.

### 7.3. Invalidly Placed Transactions

If TSP2 determines that Transactions have been placed to the Contractor in error, TSP2 will inform the Contractor to immediately cease all further Collection activities and the Transactions will be recalled by TSP2. The Contractor should mark the Transactions identified as being no longer collectable due to invalid placement, as defined in Volume III, Section 3: Collections ICD.

If the Contractor is informed by the Customer/Violator that the Transaction has been paid and is no longer delinquent, the Contractor shall validate the validity of this claim using the TSP2 BOS's interface. If the Transactions are in fact no longer delinquent, the Contractor shall call TSP2 to communicate the misalignment, halt collection of the due amount, request the inclusion of the Payment, Adjustment or Removal file be issued in the next installment of the file, and include the payment within the next monthly Invoice, as applicable. If the Transactions are determined as still valid for collection, the Contractor shall continue collection pursuits on the Transactions.

### 7.4. Bankruptcy

If during the Placement of unpaid Transactions, TSP2 becomes aware that a Customer/Violator has filed for bankruptcy or that the Transactions have been discharged by a bankruptcy court, TSP2 will communicate these findings to the Contractor via a daily file as defined in Volume III, Section 3: Collections ICD, at which point the Contractor shall immediately cease all further collection activities on the Transactions associated to the bankruptcy. Any Placed Transactions incurred by the Customer/Violator after the bankruptcy filing shall be collected by the Contractor and, any Placed Transactions incurred before the Customer's/Violator's filing should not be pursued.

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Moreover, if during the Placement of Transactions, the Contractor becomes aware that a Customer/Violator has filed for bankruptcy or that the Transactions have been discharged by a bankruptcy court, the Contractor shall record this information within the TSP2 BOS's Interface with supporting documentation.

## 7.5. Payment Plans

If an ORB Customer contacts TSP2 to request the management of their unpaid Transactions into a Payment Plan, TSP2 will determine the Customer's eligibility of their unpaid Transactions to be managed within a Payment Plan based on the JB's Business Rules supported in the TSP2 BOS. For example, the eligibility of an ORB Customer into a Payment Plan is currently based on the following:

- The Registered Vehicle Owner is an ORB Registered Customer,
- There is not an open Payment Plan connected to the Vehicle with unpaid Transactions the Customer is asking the Payment Plan to be created on,
- The Registered Owner has not defaulted on a previous Payment Plan.

If the ORB Customer is determined as eligible for a Payment Plan, TSP2 can create a Payment Plan on the ORB Registered Customer's Account in the TSP2 system with the following characteristics:

- Inclusion of all unpaid Transactions and Fees associated to a vehicle on the Registered ORB Customer Account that are not on Hold nor under Dispute.
- The application of any Credit Adjustments to Fees, as applicable based on ORB's three-tier adjustment structure.
- The duration of the Payment Plan is captured as less than or equal to 6 months without Supervisor Approval or, is captured as more than 6 months with Supervisor Approval.

When TSP2 creates a Payment Plan that contains any placed Transactions, TSP2 will inform the Contractor, via a file exchange, of any applicable adjustments made to any placed Transactions and notify the Contractor, via a file exchange, to stop actively pursuing the placed Transactions. While the Contractor can still accept payment on Transactions within a Payment Plan and the Contractor will be compensated for Transactions in a Payment Plan that are placed with the Contractor, JB requires that the collection of these payments are not actively pursued.

If the Customer/Violator fails to complete the payments under the parameters of the Payment Plan and defaults on the Payment Plan, TSP2 will revert any adjustments made as part of the creation of the Payment Plan and the associated Transactions will continue to escalate. Any adjustments reversals and the ability to resume collection on any placed, unpaid Transactions will be communicated to the Contractor.

If an ORB Registered Customer contacts the Contractor and requests to have their unpaid Transactions managed within a Payment Plan, the Contractor shall utilize TSP2's BOS interface to create the Payment Plan within the TSP2 system; where Customer is deemed eligible based on the parameters covered above and as enforced by the TSP2 system. As part of the creation of a Payment Plan within the TSP2 interface, the Contractor shall align the characteristics of the



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created Payment Plan to those listed above, where any Payment Plan with a duration longer than 6 months shall require TSP2 Supervisor approval before creation of the Payment Plan. The Contractor is prohibited from offering any ORB Customer/Violator a Payment Plan that is not managed within the TSP2 system.

If an Unregistered Customer (i.e., Violator) contacts the Contractor and requests to have their unpaid Transactions managed within a Payment Plan, the Contractor shall forward the call to TSP2 for further management of request.

### **7.6. Cash, Check & Money Order Payments**

The Contractor shall only take payment via ACH or Credit Card on any unpaid Transactions associated to ORB Customers/Violators within the TSP2 interface.

To ensure the Contractor is not processing payments made via cash, check or money order, the Contractor shall comply with the following:

- The Contractor shall utilize the existing ORB Lockbox for any incoming payments, and this shall be communicated on the payment slips dispensed to ORB Customers/Violators by the Contractor.
- Any incoming payments sent directly to the Contractor via post mail shall be forwarded by the Contractor to the existing ORB Lockbox.

### **7.7. Registration Holds**

As a result of unpaid Transactions on ORB Customer/Violators accounts to a fourth (4<sup>th</sup>) Monthly Bill, TSP2 requests a Registration Hold be placed on the vehicle associated to those unpaid Transactions that have been issued on a fourth Monthly Bill. There is not a need for any special handling for Registration Holds on ORB Customer/Violator Accounts, as this is systematically managed within TSP2 system. However, it is expected that a Customer may call the Contractor regarding the Registration Hold.

If an ORB Customer/Violator calls the Contractor inquiring about a Registration Hold and how to release the Registration Hold, the Contractor shall take full payment of all unpaid Transactions and Fees associated to the ORB Customer/Violator's Vehicle that have been escalated to the fourth (4<sup>th</sup>) Monthly Bill or after.

### **7.8. Deceased Customer/Violator**

If during the Placement, TSP2 is informed that a Customer/Violator is deceased, TSP2 will obtain a copy of the death certificate or some other reliable documentation evidencing his/her/their death. Herewith, if TSP2 determines that there are insufficient assets in association to the Customer/Violator's estate, TSP2 will request removal of these Transactions from placement or adjust the associated Transactions to \$0.00 as appropriate.

If during Placement, the Contractor is informed that a Customer/Violator is deceased, the Contractor shall obtain a copy of the death certificate or some other reliable documentation evidencing his/her/their death and, utilize the TSP2 BOS to flag the Customer/Violator as deceased and upload the captured documentation to the account. The Contractor shall not pursue the placed Transactions and Fees against the deceased Customer/Violator's estate and, shall notify TSP2 to address the placed Transactions as mentioned above.

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## **7.9. Refunds, Reversals & Failed Payments**

In the event an ORB Customer/Violator contacts the Contractor with a request for a refund or reversal, the Contractor shall forward the call to the TSP2 CSC to manage.

In addition, if a payment taken on placed Transactions is reversed or fails (e.g., check bounced) and the Contractor has already requested Compensation for the collected payment, the Contractor must reduce their next monthly Invoice appropriately for the placed Transaction(s) not actually collected. This is to ensure that the Contractor is not being double compensated for Transactions and Fees placed.

## **7.10. Customer Service**

The JB's primary focus is to collect unpaid debt from Customers/Violators. To assist with this, the Contractor may negotiate a reduction of Fees when working with a Customer/Violator to collect the unpaid Toll. The amount the Contractor is able to negotiate with a Customer/Violator must be held compliant with future Business Rules.

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## Section 8.0 CONTRACTOR COMPENSATION

The Contractor will receive a fixed amount, based on specified milestones, for activities associated to the development and implementation of the Scope of Work; with the Collection Agency's System Acceptance milestone's payout occurring thirty (30) days after Go-Live. In addition, the Contractor will receive the Collection Agency Commission on funds and/or Accounts placed with the Contractor that were successfully collected upon, as provided in Volume II (i.e., the contract).

All costs incurred by the Contractor to collect Transactions for the JB shall be covered by the Collection Agency Commission, and no additional amounts will be charged to the JB. These costs may include, but are not limited to, the costs of postage, mail processing, skip tracing, voice and data communications, and staging expenses. Moreover, the Contractor is not authorized to charge a Customer/Violator any additional Collection Fees.

The Contractor shall earn the Collection Agency Commission unless the Transactions collected meets one or more of the conditions below.

- a. On funds received on Transactions that have not been placed with the Contractor;
- b. On funds received for Transactions that have been placed in error;
- c. On funds received for Transactions that have been recalled more than 15 days ago;
- d. On funds received for Transactions that have been returned to TSP2 more than 15 days ago;
- e. On funds received for Transactions that have been adjusted to \$0.00; and, or
- f. On funds where the Collection Agency Commission Fee has already been paid.

To receive payment, the Contractor is required to submit to INDOT and KYTC a monthly Invoice by the fifth (5<sup>th</sup>) Business Day of each month for all the prior month's paid Transactions, split fifty-fifty (50/50), that are not excluded as listed above along with reporting on how the Contractor aligned to any KPIs discussed in Form K, Section 12.0: Key Performance Indicators (KPI). The Contractor shall submit any associated reporting on KPIs in support of this along with their monthly Invoices, as covered below within Form K, Section 10.0: Reporting.

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## Section 9.0 MONTHLY PLACEMENT INVENTORY AND RECONCILIATION

By the fifth (5<sup>th</sup>) Business Day of each month, the Contractor will submit a Collection Agency Statement which will summarize all payment and adjustment Transactions for the previous month. Additionally, the statement will provide a current balance for all Placements. If the fifth (5<sup>th</sup>) Business Day falls on a Contractor holiday, the statement shall be provided the next Business Day.

The JBR shall review the Collection Agency Statement in order to determine if discrepancies exist between the TSP2's Collection Agency Statement and the Contractor's records. The JBR will provide the Contractor with a listing of all discrepancies, and the Contractor will work with the JBR to resolve all discrepancies.

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## Section 10.0 REPORTING

The Contractor shall, at a minimum, provide the report capabilities on ORB placed Transactions as specified below.

- Ability to access ORB specific data;
- Monthly standard reporting to support KPI Requirements;
- Standard reporting to support settlement and Reconciliation efforts within the TSP2 BOS, as discussed in **Form K, Section 9.0: Monthly Placement Inventory and Reconciliation.**

In addition, the Contractor shall be prepared to provide up to ten (10) additional reports as needed over the term of the Contract to meet the JB's operational Requirements and information needs. The required frequency of submission of the reports will be determined by the JB prior to operations unless otherwise identified in this Scope of Work.

The JB invites Proposers to provide report samples based on the provisions and descriptions detailed for reports within this section.

The reports are identified as follows:

a. Customer Service

- i. Inbound ("IB") monthly call volumes, average time in the queue, percentage answered within 60 seconds, average handle time;
- ii. Outbound ("OB") monthly call volumes, percentage answered;
- iii. Average Call Abandon Rate;
- iv. Amount of time (minutes & seconds) each customer is waiting after selecting to speak with a CSR;
- v. Percentage of calls forwarded to TSP2 CSC when an Unregistered Customer requests a Payment Plan; and
- vi. Percentage of inquiries able to be responded to and resolved within the first call.

b. Collection Performance

- i. Dollars collected vs dollars placed comparison: Bar graph with monthly dollars collected vs. dollars placed. The bar graph should show Toll dollars and Fee dollars in different colors and add up to total collected. Secondary axis should show percentage collected for Tolls and Fees;
- ii. Number of Invoices sent by the Contractor to each Customer/Violator each month with number of attempts made for that month. Bar graph should show different customer contact attempt types (calls, Invoices, letters, emails, etc.);

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- iii. Number of Invoices sent by the Contractor to each Customer/Violator where the Customer/Violator was skip traced for better address within each month; include the percentage of successful 'finds';
  - iv. Batch Dollars Collected by the Contractor: chart showing time to achieve desired Toll collection target; and
  - v. Summary and detail to support the calculation of the KPI's and associated liquidated damages on a periodic basis, typically monthly.
- c. Skip Tracing out of state lookups
- i. Monthly referral volume vs. successful finds; and
  - ii. Percentage found within 1, 2, 3, 3+ days from Placement sent.
- d. Correspondence
- i. Number of account Placements sent to the Contractor; number of letters mailed. Secondary axis percentage mailed by the Contractor within 7 days of receipt from TSP2; and
  - ii. Number of returned mails pieces/percentage updated with new address within 7 days.
- e. Complaint Management
- i. Monthly complaints (non-regulatory) percentage responded to within 48 hours;
  - ii. Top 5 reasons for complaints and actions to reduce volume (if appropriate); and
  - iii. Complaints submitted by Customer/Violator in writing and number of days after received before issued to TSP2.
- f. Collection Agency Monthly Statement
- i. The Collection Agency Statement is created by the Contractor and provided to the JB for the JB's use in reconciling the JB's debt. The statement consists of a summary of all payments and adjustment Transactions for the previous month and details the current balance for each ORB Customer/Violator with placed Transactions.
- g. Additional analytics
- i. Reasons for calls other than to pay;
  - ii. Forwarded Payment Mail; and
  - iii. Leverage Call monitoring or text analytics to provide other applicable

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insights.

h. Reconciliation

- i. Transactions placed and their outstanding debts owed;
- ii. Transactions paid;
- iii. Transactions dismissed or adjusted;
- iv. Transactions removed; and
- v. Transactions flagged as disputed or in bankruptcy;

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## **Section 11.0 QUALITY CONTROL, AUDITS AND RECORDS**

### **11.1. Quality Assurance and Quality Control**

The Contractor shall provide a Quality Assurance and Quality Control (QA/QC) plan for JB review, comment, and Approval.

### **11.2. Exchange of Information**

TSP2, the Contractor and the JB will promote close collaboration and exchange of information on placed Transactions and Fees. The Contractor shall furnish the JB with such information concerning the Contractor's Collection activities as the JB may from time-to-time reasonably request, or as otherwise provided herein. All information that the Contractor sends electronically to TSP2 shall be sent in a format Approved by the JB and the JB reserves the right to change the electronic format at any time during this Agreement with thirty (30) days written notice.

### **11.3. Annual Audit and PCI Requirements**

On an annual basis after System Acceptance, the Contractor shall provide the JB with a copy of their Service Organization Control Report (SOC 1, Type 2) demonstrating that an independent audit has been performed in accordance with Statement on Standards for Attestation Engagement No. 18 (SSAE).

In instances where there is a gap between the SSAE 18, SOC 1, Type 2 reporting period and the Contractor's financial reporting period, a "bridge letter" should be provided to provide additional comfort over the controls for the period not covered by the SOC 1, Type 2 report. The Contractor shall ensure the SSAE 18 audit commences in and covers the Contractor's fiscal year which includes the date of the Agreement start date. The independent audit shall also note that a deterioration of controls has not occurred over the operating systems and no significant control deficiencies were noted during the applicable period. This audit Requirement shall continue until the expiration date or upon the termination of this Agreement. The Contractor is responsible for all costs associated with this audit.

The JB reserves the right to periodically examine and review the Contractor's systems, procedures, internal controls, financial Transactions and supporting documentation to verify fiscal and contractual compliance.

The Contractor is required to show that they are PCI compliant including attestation for the applicable period and conform to the latest PCI Requirements.

### **11.4. Collection Activity Records and Debtors Information**

On all outstanding debts placed by the JB, the Contractor must maintain current, complete, and accurate records of its Collection activities including, but not limited to, correspondence (written and electronic) and telephone contacts with Customers/Violators and other parties. These records must be maintained in a system that segregates each type of Collection activity so that, if requested, the Contractor can provide the JB with a comprehensive summary of Collection activity for a Customer/Violator. The Contractor must retain these Collection activity records for five (5) years consisting of the active year plus four (4) years from the date of the bad debts.



## Section 12.0 KEY PERFORMANCE INDICATORS (KPI)

The table below details the Key Performance Indicators to be met by the Project and the Liquidated Damages assessed with the failure to meet these Key Performance Indicators. Specific adherence and obligation to the Key Performance Indicators, including both damages and incentives, will be deferred for a period of time following the Go-Live date in which to allow the operations to stabilize. This period of allowable time is anticipated to be thirty (30) days.

The JB has specified the following KPIs that the Contractor must align with to avoid any associated liquidated damages:

| Functional Area        | Item # | Key Performance Indicator (KPI)   | Compliance Threshold  | Non-Compliance Point(s) Outside of Compliance Threshold | Measurement Frequency                     |
|------------------------|--------|---|---|---|---|
| Customer Service       | 1      | Collection Agency Staff will be available during the hours of operation specified in the Contractor's staffing plan as required to meet the performance Requirements* | one hundred percent (100%) of the business hours  | 2.0 per hour unavailable                                | Monthly                                   |
|                        | 2      | Telephone wait time after electing to speak with a CSR*   | eighty percent (80%) within sixty (60) seconds  | 1.0 per percent   | Monthly                                   |
|                        | 3      | Maximum wait time after electing to speak with a CSR.*  | ten (10) minutes  | 0.1 per event   | Semi-monthly (1st and 15th of each month) |
|                        | 4      | Abandon Calls*<br>NOTE: calls not considered abandoned if less than ten (10) seconds  | not more than four percent (4%) abandon after 10 seconds  | .5 per percent  | Daily                                     |
|                        | 5      | Phone inquiry responses (includes all calls)  | one hundred percent (100%) phone inquiries not requiring investigation shall be resolved on the first call  | 0.1 per event   | Semi-monthly (1st and 15th of each month) |
|                        | 6      | Contractor Staff monitoring (this monitoring can be in real time and/or recorded)*  | Ninety-six percent (96%) of all staff will have at least two (2) customer interactions monitored each month | 2.0 per month's required recording/monitoring           | Monthly                                   |
| Written Correspondence | 7      | Issuing all Customer Invoices   | one hundred percent (100%) in one (1) week after the original placement                                     | 0.1 per event   | Monthly                                   |

| Functional Area | Item # | Key Performance Indicator (KPI)  | Compliance Threshold  | Non-Compliance Point(s) Outside of Compliance Threshold           | Measurement Frequency |
|-----------------|--------|--|---|---|-----------------------|
|                 | 8      | Transferring of calls to TSP2 for related correspondence that cannot be managed by the Contractor (i.e., Payment Plans for Unregistered Customers) | one hundred percent (100%) phone inquiries requiring investigation shall be forwarded to TSP2's CSC   | 0.1 per event   | Monthly               |
|                 | 9      | Customer Complaints Submitted in writing or verbally must be provided to the JB  | one hundred percent (100%) within two (2) days after received by the Contractor   | 0.1 per event   | Monthly               |
| Financials      | 10     | Mail Forwarding  | within one (1) business day from receipt of funds   | 0.1 per event   | Monthly               |
| Reporting       | 11     | Reports delivered per the specified delivery schedule  | <u>Daily</u> - within two (2) business days after report date<br><u>Weekly</u> - Within three (3) business days after report date<br><u>Semi-monthly</u> - within five (5) business days of report date<br><u>Monthly</u> - within seven (7) business days of the report date | 0.1 per report and an additional 0.1 per business day late        | Monthly               |
|                 | 12     | Report accuracy  | one hundred percent (100%) for all financial and operational reports and complete in all material aspects   | 0.1 per report and an additional 0.1 per business day until fixed | Monthly               |
|                 | 13     | PCI compliance certification   | PCI compliance certification must be completed from the original certification date per the level required by PCI Standard  | 5.0   | Annually              |

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**\*Note – Unavailability excludes approved downtime or maintenance windows.**

**Note - Compliance points will not be added together for singular events that cause multiple failures. Most penal compliance points thresholds will be used in these cases.**

**Note – At their discretion, the JB reserves the right to waive an LD associated to a KPI.**

### 12.1. Liquidated Damages

| Non-Performance Level | Total Non-Compliance Points During or For a Calendar Month | Reduction in Monthly Invoice |
|-----------------------|--|------------------------------|
| Level 1               | 0-5  | 0%                           |
| Level 2               | 6-10   | 5%                           |
| Level 3               | 11-20  | 10%                          |
| Level 4               | 21-30  | 15%                          |
| Level 5               | 31 or Above  | 25%                          |

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## Section 13.0 PROJECT DELIVERABLES

The Contractor is responsible for certain Deliverables associated to the development and implementation of the Scope of Work. The required Deliverables are as follows:

a. Detailed Project Schedule-

- i. The Contractor shall provide and maintain an approved Microsoft Project Schedule that lists all Project activities and tasks; including, but not limited to:
  1. workshops,
  2. design,
  3. development,
  4. hardware (as applicable) and software acquisition,
  5. documentation,
  6. testing,
  7. installation,
  8. training, and
  9. deployment.
- ii. The Project Schedule shall identify all milestones and tasks, starting with the Notice to Proceed (NTP), through the end of the implementation phase.
- iii. The Project Schedule shall include all draft submissions and review cycles and shall include all tasks required of the Joint Board Representatives and other third parties.
- iv. The Project Schedule shall identify all critical path tasks and shall be used to manage the Project.
- v. The Contractor shall update the Project Schedule regularly and no less frequent than monthly, as identified in the Requirements for the monthly progress report.
- vi. The Contractor shall use the Project Schedule as the basis for all subsequent schedules and updates throughout the duration of the Project.
- vii. The Contractor shall obtain approval from the Joint Board Representatives for any and all changes to the approved baseline Project Schedule, and associated milestones, in accordance with the Contract process for changes and amendments. Changes are not considered approved until an approval document is executed through the Contract. Baseline dates will be maintained and available to compare with target or planned dates for the duration of the Contract.

b. Project Documentation

- i. The Contractor shall develop and submit system architecture documentation and diagrams that comply with the Requirements of this Project.

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- ii. The Contractor shall provide design documentation which contains the form and content of each type of notification that will be issued by the Contractor to the Violator/Customer.
- c. Training Plan
- i. The Contractor shall provide a Joint Board-approved Training Plan no later than 180 days after NTP. The Training Plan shall provide a list of all training courses planned to be delivered to new and existing staff on the Project. The Training Plan shall also describe training facilities, typical training equipment, proposed training for local staff, and provide course outlines for the training program. A list of all user manuals shall be described in the Training Plan as well. The Training Plan shall describe where the JB staff will be trained throughout the Contract Term. The JB and/or its representatives shall be invited to observe and participate in all elements of the training.
- d. Standard Operating Procedures (“SOPs”)
- i. The Contractor shall develop and submit SOP’s that detail step-by-step activities necessary to complete tasks in accordance with regulations, provincial laws, or standards for running the Project. The plan shall include, but not limited to:
    - 1. handling of specific customer situations,
    - 2. safety procedures,
    - 3. handling of cash and check,
    - 4. opening procedures,
    - 5. closing procedures,
    - 6. refunds,
    - 7. adjustments,
    - 8. dismissals,
    - 9. onboarding,
    - 10. offboarding,
    - 11. handling of credit card, and
    - 12. payment plans.
- e. System Integration Test Plan & Report (“SIT”)
- i. The Contractor shall submit a SIT Plan for review and approval by the JB;
  - ii. The Contractor shall conduct SIT to demonstrate the Collections Agency meets all contract Requirements. SIT shall include, but not be limited to:
    - 1. testing to demonstrate all technical and Interface elements of the Collection Agency are fully integrated,
    - 2. testing all functional elements of the Collections Agency’s Services (fully integrated) for conformance with the Requirements, approved design, and Business Rules;
    - 3. testing using data from TSP2 (migrated data and new data),
    - 4. testing the interfaces to the TSP2 system,
    - 5. testing to ensure Collection Invoices are accurate, have the right

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format, and have been generated in the volumes and timelines expected by the business users;

6. testing and validating all reports, and

7. testing the desktop computer Interfaces and all peripherals.

f. QA/QC Plan

i. For more information, please see Form K, Section 11.0: Quality Control, Audits and Records.

g. System Acceptance

i. System acceptance will be determined as of thirty (30) days after go-live of the Collections Agency Services.