



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

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**REQUEST FOR PROPOSALS FOR A
CUSTOMER SERVICE CENTER SYSTEM**

RFP ISSUE DATE:

July 18, 2018

INQUIRY END DATE:

5:00 p.m. (Eastern) August 17, 2018

EXTENDED OPENING DATE:

2:00 p.m. (Eastern), September 14, 2018

Q&A NO. 4

ATTENTION OF RESPONDENTS IS DIRECTED TO:

ANSWERS TO QUESTIONS RECEIVED THROUGH THE END OF THE INQUIRY PERIOD

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Q#135 Section 5.7 identifies that the IVR is to be provided by Cincinnati Bell Telephone System (CBTS) and that OTIC currently uses the Next Generation Telephone System for its call center. Research on this system identifies that the Ohio Department of Administrative Services website has a frequently asked question document related to the implementation of NGTS by CBTS and that it states that web chat functionality is available from NGTS. Given that the NGTS has a suite of developed reports on all customer contact via phone, would OTIC prefer to have all customer contacts via web and phone available on pre-built reports that are part of the NGTS implementation? If so, would OTIC consider using the NGTS for web chat?

A#135 No. The Commission's existing Contact Center is part of a CBTS node installed on Cisco Contact Center Express version 10.6 which does not have support for web chat integrated.

Q#136 Please confirm that OTIC requires the CSCC reports, dashboards and analytics functionality to include data from the NGTS and Unpaid Toll Service provider's contact center system (e.g. ACD and IVR)?

A#136 The Commission's existing Contact Center implementation has the ability to export Call Center statistics that could be imported for inclusion into CSC reports, dashboards and analytics. The Contact Center for the Unpaid Toll Service Provider is unknown at this time, so we cannot determine if this data would be available.

Q#137 Will all NGTS data and statistics (live and historical) for customer contacts via phone be made available for importing into the reporting system so that comprehensive analytics, dashboards and reports (specifically the CSR Communication Activity Report) can be created? If yes, please identify the mechanism (copy of database backup/API interface, when sample stats are available for development, timing for regular updates during daily operations, etc.) for obtaining this data during the development and operations phases of the contract.

A#137 The Commission's existing Contact Center has the ability to export Call Center statistics that could be imported. The Commission will work with the selected integrator to determine the most efficient method for export/import.

Q#138 Will all Unpaid Toll Service Provider contact center data and statistics (live and historical) for customer contacts via phone be made available for importing into the reporting system so that comprehensive analytics, dashboards and reports (specifically the CSR Communication Activity Report) can be created? If yes, please identify the mechanism (copy of database backup/API interface, when sample stats are available for development, timing for regular updates during daily operations,

etc.) for obtaining this data during the development and operations phases of the contract.

A#138 The Contact Center for the Unpaid Toll Service Provider is unknown at this time.

Q#139 Please identify the COTS CRM products that the NGTS has been certified with so that we can propose a solution that allows best practices such as screen pops to be utilized.

A#139 The Commission's existing Contact Center is part of a CBTS node installed on Cisco Contact Center Express version 10.6.

Q#142 We have contacted Hyland to engage with their professional services team with the view of using Hyland as a subcontractor for integrating our CSC System application with the OnBase System. However Hyland referred us to the existing vendor providing this system to OTIC and stated that any discussions would have to go through OTIC. Would OTIC be able to provide direction to the incumbent so that potential bidders can engage in commercial discussions with a view to using this organization as a subcontractor to their bid?

A#142 Further elaborating on the response to Q#142 in Q&A #3, 3SG Plus is not the exclusive provider of the OnBase System and Respondents proposing to include OnBase as part of its solution may partner with any reseller or Hyland directly on its proposal. The Commission only identified 3SG Plus in direct response to the question, and respondents should engage any vendor available to supply its proposed document management system, which does not necessarily need to be OnBase.

Q#144 We have contacted OTIC's merchant services provider to engage with their professional services team with the view of using them as a subcontractor for payment processing functions within our CSCC application. However OTIC's vendor stated that any discussions would have to go through OTIC. Would you be able to provide direction to the incumbent so that we can engage directly in commercial discussions with a view to using this organization as a subcontractor to our bid.

A#144 Further clarifying the response to Q#144 in Q&A #3 along the same lines as the response to Q#144, Respondents should propose the team that best supports its solution and pricing. The Commission does not mandate that solutions incorporate the incumbent providers.

Q#167 In Section, 5.10.1 Table 4, Item# 8 states “Zero violation of internal control procedures.” Can OTIC clarify the specific system internal controls that this applies to?

A#167 Internal control procedures may include control activities such as system access, auditability, reconciliation, separation of duties, documentation and security. The CSC system shall be designed to include such internal control procedures to ensure that all toll revenue transactions are completely and accurately captured from the TCS and correctly dispositioned, posted and settled in a timely manner according to the Commission’s business rules with full cradle to grave reconciliation and reporting.

Q#174 In the Technical Scope of Services (Section 5.8), there is a subsection 5.8.2, but no subsection 5.8.1. Is this a typo?

A#174 Yes, this is a typographical error.

Q#175 Regarding IVR, does the IVR have ability to perform web service calls?

A#175 Yes, the Commission anticipates that the IVR would be part of its existing Cisco Contact Center Express version 10.6 installation which supports web service calls.

Q#176 Regarding IVR, is there an ICD for the third party IVR?

A#176 Yes. The Commission will work with CBTS to provide an ICD for the Cisco Contact Center Express version 10.6 IVR during the system design phase.

Q#177 Regarding CSC Hardware, is the proposer responsible for any hardware inside the CSC?

A#177 The Commission is responsible for providing workstation computers, printers and telephones to be used for CSC operations. The CSC Contractor is responsible for providing all other hardware required to deliver their CSC solution.

Q#178 Regarding CSC Hardware, will the WAN/SD-WAN (internet) firewall reside on the exterior of the CSC firewall?

A#178 Yes. The Contractor shall provide and manage the CSC firewall including keeping the firewall current with all security patches. The Commission shall provide and manage the external internet firewall.

Q#179 Regarding CSC Hardware, will the proposer be responsible for Internet communications for CSC, or just for BOS System communications?

A#179 The Commission will provide network and internet connectivity needed for CSC communications, including Production to DR communications. Respondents shall indicate the estimated network bandwidth required for their solution in their proposal.

Q#180 Section 5 Technical Scope of Services, 5.1 General CSC Technical Requirements, Question 7 - “The CSC client application shall be verified or authenticated before allowing use of the system to prevent access to inappropriate or confidential data or services.” Is this in regard to a CSR function, or a customer website user function?

A#180 This is in regard to a CSR application function. Customers using the website shall only be able to access their E-ZPass account using their unique credentials.

Q#181 If a Severity Level 1 incident occurs during Phase 1 Acceptance Phase, is the period of continuous operation reset to 90 or 60? (page 100)

A#181 There is a typographical error in Section 11.14. If a Severity-1 incident occurs, the clock for determining Phase 1 Acceptance is reset to zero and the ninety-day period of continuous operation without a Severity-1 incident begins again.

There also is a typographical error in Section 11.15. If a Severity-2 incident occurs, the clock for determining Phase 2 Acceptance is reset to zero and the ninety-day period of continuous operation without a Severity-2 incident begins again.

Q#182 Maintenance KPIs, item #7 (page 59) – “Contractor responsive to track and resolve maintenance support issues, and general requests from OTIC”. Please clarify how this differs from other Maintenance related KPI’s.

A#182 This KPI is for general maintenance support activities, in addition to the other maintenance KPIs specified.

Q#183 The RFP indicates on page 66 – “The Contractor shall develop both System User Training and System Maintenance Training materials to provide system user training to all the three business groups that include OTIC supervisory staff, CSC staff and other OTIC stakeholders.” The RFP Response Requirements asks proposers to discuss System Integration training. Should “System Integration” training be interpreted as System User Training?

A#183 The CSC Contractor shall provide System User Training and System Maintenance Training.

Q#184 Regarding Exhibit B – What are “Other” Methods of Account Opening?

A#184 “Other” indicates account opening through a CSR.

Q#185 RFP Page 46, 5 Technical Scope of Services, 5.4 System Accuracy, Reliability, Flexibility and Scalability “#2. The System shall provide availability according to Key Performance Indicators in Section 6.10.1.” Please verify this should be Section 5.10.1.

A#185 This is a typographical error and should reference RFP Section 5.10.1.

Q#186 RFP Page 79, 10 Project Execution, 10.4 Project Schedule states “Upon OTIC approval the Project Schedule shall be considered the baseline schedule for the project. The Project Schedule shall constitute the Contractor’s commitment to the project Milestone dates referenced below in Section 11.5. The Contractor shall perform work in accordance with the most current Project Schedule approved by OTIC.” Please verify this should be Section 10.5.

A#186 This is a typographical error and should reference RFP Section 10.5.

Q#187 RFP Pages 131, 132, and 133. Is page 132 a duplicate of page 131? Is page 133 a duplicate of page 132?

A#187 Page 141 and 142 of the 211-page PDF document are duplicates of Page 139 and 140 of the PDF document.

Q#188 Appendix B – Form Contract, Page 2, Article II – Term B. Phase 2 Services. The Contractor’s performance of Phase 2 Services shall begin upon the Commission’s issuance of Notice to Proceed with Phase 2 Services, and shall, unless renewed by the Commission or sooner canceled or terminated pursuant to the provisions hereof, conclude upon the Commission’s issuance of Final Acceptance of Phase 1 Services as set forth in Exhibit B. Please verify this is Phase 2.

A#188 Correct, this identifies a typographical error. The performance of Phase 2 Services shall continue until the final acceptance of Phase 2 Services.

Q#189 Appendix B – Form Contract, Pages 7 and 8, Article VI – Indemnification Is Section C omitted?

A#189 No, this question references a typographical error. The section at issue was erroneously labeled Section D.

Q#190 Article D of the Form Contract indicates the performance bond “shall remain in effect throughout the term of the contract” but Article 11.16 of the RFP indicates that “Upon Final System Acceptance, OTIC will release the remaining Retainage associated with the project and release the Contractor’s performance bond.” Please clarify. Also, does the term of the contract include the maintenance period?

A#190 The performance bond must remain in effect throughout the term of the contract which includes the maintenance period, but the Commission is willing to reduce the penal sum 50% after Final Acceptance.

Q#191 Please describe the data fields and process requirements for the new CSC to support the LCV program, to include account registration, identification, vehicle/transponder identification, and system processing requirements to support the program.

A#191 The Commission will continue to administer the LCV program outside of the CSC System. LCVs are required to provide their transponder numbers upon registration in the LCV program. Each day, a list of LCV transponders is exported from the LCV program and imported into the CSC System to be merged with the tag status file that is transmitted to the TCS. The CSC System shall record a comment in the customer account when their transponder is placed in the LCV program.

Q#192 “The system shall provide the capability to search for a customer account based on license plate information to include: plate owner name and plate owner address.” Please confirm that OTIC is requesting a vehicle owner lookup for registered owner as part of the account open process.

A#192 The language in Section 4.3.1.3: Account Maintenance, is specific to existing account search capabilities using criteria such as license plate information. The Contractor shall perform vehicle registration address lookups when violation unpaid toll accounts are created. E-ZPass customers will be required to enter their license plate information, name and address when they open an E-ZPass account. Manual unpaid toll accounts will be populated with the driver’s name and mailing address from information transmitted by the TCS.

Q#193 As referenced in Section 4.3.1.15, please provide examples of OTIC’s intended “smart account bulletins.”

A#193 This is intended to be an E-ZPass account bulletin that is available to customers via the website. A notification or pop-up shall indicate that there is an account bulletin available for customer viewing.

Q#194 Please provide specifics or use case examples to illustrate the following requirements for the transponder management functions: (1) Transponder Performance Monitoring; and (2) Transponder Performance Analysis. Specifically, what types or examples of monitoring and analysis is OTIC requesting, related to read rate monitoring, held inventory, time to replenish, etc.?

A#194 Transponder performance monitoring means the monitoring of E-ZPass transponders to ensure that they are being used correctly and are identified for replacement before their end of life. Transponder performance analysis may entail identifying E-ZPass accounts that have a comparatively high number of V-Toll transactions as well as monitoring of specific transponder batches based on their age.

Q#195 In section 5.1 the RFP states at subsection 8., “The CSC client application shall employ Active Directory System (ADS) to verify the identity or authenticate of the system’s users, before allowing them to use its capabilities, to prevent access to inappropriate or confidential data or services.” Active Directory (AD) maintenance and password/lock-out functionalities are the abilities of the AD and not the CSC. Please clarify.

A#195 The CSC System shall use its own Active Directory System for CSC client users only, which shall be separate from the Commission’s Active Directory for other Commission client applications.

Q#196 Section 5.5.2 on page 48 states, “The Contractor (or Subcontractor responsible for credit card payment processing) shall be a Qualified Integrator and Reseller (QIR) that is authorized by the PCI Security Standards Council to “implement, configure and/or support” PA-DSS payment applications.” Question – PCI validation requirements and reporting to acquirer identify this requirement for Level 4 merchants only. Does the OTIC require this for a level 1 merchant if not required by PCI validation requirements?

A#196 The Commission requires that “the Contractor (or Subcontractor responsible for credit card payment processing) shall be a Qualified Integrator and Reseller (QIR) that is authorized by the PCI Security Standards Council to “implement, configure and/or support” PA-DSS payment applications.”

Q#197 Section 5.7 on page 50 provides, “The Contractor shall maintain all PCI compliance standards in supporting credit card payments made via the IVR, the call recordings

and access of recorded calls.” Is PCI compliance related to IVR call recordings, and is access the CSC vendor’s responsibility or the IVR vendor’s responsibility?

A#197 PCI compliance related to IVR call recordings and access of recorded calls shall be the IVR vendor responsibility.

Q#198 Section 5.8 begins on page 50. The next section is 5.8.2. on page 52. Is section 5.1 missing, or is this a numbering error?

A#198 This is a numbering error. Please see answer to Q#174.

Q#199 Please define the difference between a Requirements Trace Document and a Requirements Trace Matrix.

A#199 Please see answer to Q#90.

Q#201 When the Commission states that, “The Respondent must provide evidence of, as well as a detailed explanation of, how it intends to finance the delivery of the new, fully integrated CSC System,” what exactly does OTIC consider as “evidence” to satisfy this requirement?

A#201 A certified statement explaining the means to support the deliverable acceptance payment terms.

Q#202 Section 14.2 requires respondents to “Describe and explain any exceptions, concerns or requested adjustments related to the financial, commercial, and legal requirements set forth in this RFP and proposed Contract.” Please clarify what you mean by “financial, commercial, and legal requirements set forth in this RFP or the proposed Contract.” Taken in its most broad sense, that could mean each and every instance we have an issue with basically the entire tender, no matter how de minimus.

A#202 Use pricing as materiality determination factor. If price proposal submitted is dependent on adequately addressing the issue, then describe and explain the matter.

Q#203 Does the TCS provide a designator for the occurrence where the AVC class is charged, but does not equal the transponder class assigned at the CSC? Does the OTIC require special identification of these types of transactions for statements and/or transaction history views?

A#203 No. The TCS sets the toll rate based on the vehicle class identified by the AVC subsystem. There is no requirement to identify transactions where there is an AVC and AVI class mismatch.

Q#204 Can OTIC provide an estimated number of documents that are received monthly that will need to be scanned during phase 1 and phase 2?

A#204 Approximately 1,000 documents are currently received by the CSC per month (E-ZPass correspondence and Manual Unpaid Toll correspondence). Responding Contractors shall use Exhibit "D" to estimate the number of documents in Phase 2.

Q#205 Please confirm that Proposal Part III Pricing Proposal does not need to be packaged separately from Proposal Part I Technical Proposal.

A#205 Each Part of the Proposal should be separately sealed from the other.

Q#206 Given the length of our audited financial statements (more than 200 pages), can Bidders provide these documents in electronic format only, such as CD or USB?

A#206 Yes, however a single hard copy is appreciated.

Q#207 Please confirm the maximum file size that can be emailed to purchasing@ohioturnpike.org for an electronic copy of Part I Technical Proposal.

A#207 The current maximum file size for e-mail is 50MB. Alternatively, the Commission has a FTP drop-off site (<https://ftp.ohioturnpike.org/ftp/>) which can accept up to 2GB dropping off for purchasing@ohioturnpike.org.

Q#208 Section 4.3.1.15 requirements talks about e-mail messages with content to be sent to targeted customer demographics. What type of content would this be? Are you expecting the solution to have marketing functionality, example promotional campaign management?

A#208 There is no requirement for the solution to have specific marketing functionality. The Commission may choose to communicate via email to specific customer segments, e.g. to provide construction alerts, etc.

Q#209 Our surety has requested a sample of the form for the Litigation Bond that OTIC is requesting as part of the formal submittal as they are unaware of the specifics of this requirement

A#209 The Commission provides an acceptable form for the Litigation Bond with this Q&A#4.

Q#210 There is no limitation to liability. To prevent contractors from costing in unbound risk, would OTIC consider capping at total contract price as well as limiting exposure to direct damages?

A#210 No.

Q#211 This section only has allowances for schedule relief and not cost relief, when cost and schedule are corresponding items. Would OTIC consider including justified cost relief as well?

A#211 If the Commission is the proximate cause for a delay on activities on the critical path that impact the Contractor's timely completion of project milestones, the Commission may agree to pay the Contractor additional compensation for added costs directly resulting from the delay that constitute hard cost out of pocket expenses provided the Contractor notifies the Commission, in writing, no more than five (5) days after the initial occurrence of the facts giving rise to the delay. The Contractor's notice must contain the following to support the claim for additional compensation: (1) an estimation of the amount of additional costs; (2) identification of the cause of the delay; (3) a time impact analysis, consistent with standard critical path methodology for scheduling, demonstrating the impact to the Contractor's scheduled activities; (4) recommended action to avoid or minimize any interference, disruption, hindrance, delay or impact; (5) copies of invoices for impacts claimed by the Contractor and any Subcontractor affected by the delay. The Commission will not consider personnel idle or nonworking time, overhead or any consequential damages as eligible for additional compensation due to Commission caused delay.

Q#212 Why are the delays of those "licensing software under the contract" excluded from this provision? Could OTIC verify the exception in this section for "licensing software under the contract" or is this an error?

A#212 This exception is intended to address a situation where the Commission directly licenses third party product that the Contractor proposes as part of its solution. The Contractor must remain responsible for the delays that such a "supplier" to the Commission causes. However, the Contractor is entitled to an extension of time for delays that an independently Commission selected third-party licensor/supplier causes on the critical path for milestone completion.

Q#213 Would OTIC be willing to contract directly the 3rd party Hosting Services provider and the 3rd party Software license providers, leaving the respondent to this RFP

responsible for these contract as a service manager? Doing so should help OTIC to leverage the Enterprise Agreement with those 3rd Party providers and obtain significant discounts. The contractor would still be responsible for the end-to-end handling of services including procurement, tracking, communication and submitting 3rd party invoices to OTIC.

A#213 Respondents shall provide their price proposal for providing any third-party Hosting Service or Software Licenses. After selection and during negotiations, the Commission may choose to leverage Enterprise Agreements with the proposed third-party providers if there are cost savings to be realized.

Q#214 We understand that the Commission will evaluate the waiver of domestic services requirement on a case-by-case basis and will receive these waiver requests at time of proposal submission. As prices for services related to the proposed system will change based on the Commission's answer, would the Commission like to receive a price assuming the waiver is granted as well as a price assuming that it is not?

A#214 The Contractor shall propose pricing for both onshore and offshore services (100% onshore, combination of onshore and offshore). No waiver will be considered for offshore data storage.

Q#215 Apart from the list of pass-through costs specified already, could OTIC confirm if the below pass-through costs would also need to be considered: (a.) Printing Costs – Statement & Other Customer Communications; (b.) Mailing & Postage – Statements & Other Customer Communications; (c.) SMS Notifications

A#215 The CSC Contractor is not responsible for printing, mailing and postage costs. Printing and mailing for E-ZPass and Manual Unpaid Toll customers will be handled by Commission personnel. Printing and mailing for Violation Unpaid Toll customers will be handled by a UTP service provider.

SMS Notifications can be considered as pass-through costs to the Commission.

Q#216 The IVR requirement states that “The Contractor shall maintain all PCI compliance standards in supporting credit card payments made via the IVR, the call recordings and access of recorded calls.” While the contractor is responsible for maintaining all the payment data, we believe that the IVR Vendor would be responsible for maintaining the call recordings and the access of recorded calls, thus providing a clear line of delineation and responsibility. Please confirm if our assumption is correct.

A#216 See answer to Q#197.

Q#217 Based on the information we collected regarding CBTS & the existing NGTS, from their respective websites, we understand that they offer few other capabilities and communication channels beyond IVR. Could you please clarify the communication channels that would be in the contractor's scope for this implementation?

A#217 Per the RFP, Customer communication channels include email, phone, SMS, Live Chat, Chat Bot, Website, Digital Assistants, Phone, Smart Account Bulletins, Mail, and IVR. Respondents shall propose their solutions that meets the RFP requirements. The Commission is not specifying that the proposed solutions incorporate any incumbent providers except the Phone and IVR.

Q#218 In Attachment E – Compliance Matrix, we have many line items which are not features / functional / technical requirements like Business Continuity Plan, Project Execution etc. For these items, existing Functionality and Configurability inputs columns may not be applicable. Is it okay to fill in only the “Compliance” column for these items (most of these items are between RFP Section # 10 to #12.3.2)?

A#218 Yes.

Q#219 In the Attachment F – Price Proposal Templates, 3 – Maintenance tab has Software Maintenance, Software Licenses, Hardware Maintenance, Hosting Fees (if applicable). Here, we believe that Software Maintenance refers to the CSC System maintenance and Software License refers to the COTS/Software license support. Please confirm.

A#219 Yes.

Q#220 We understand that OTIC will review and approve a waiver of the domestic services requirement on a case-by-case basis. Will OTIC provide the number of waivers requested for IT-related work in the past 5 years and indicate how many of these requests have been approved?

A#220 No similar projects have been undertaken by the Commission in the past 10 years.

Q#221 Given the complexities of how the current system maintains the data and the entity relationships and any internal processes to create/validate data, it would be easier for the incumbent system provider to extract valid/cleansed data and provide it in some intermediate agreed upon format for import into the new system by the new contractor. Would OTIC consider having the current CSC System provider/contractor extract and provide cleansed/valid data in an agreed upon format to reduce errors/issues with the critical data extraction process?

A#221 Per RFP Section 11.6, “The Contractor shall provide full and complete migration of data identified by OTIC from the current CSC to the new System.” The Commission will engage the current CSC provider to support the data migration extraction process. Data cleansing will be the responsibility of the Contractor, unless the Commission determines that it would be efficient to perform some aspects of data cleansing in the current system.

Q#222 Can OTIC please confirm the Liquidated Damages apply only to the Final Acceptance milestones for Phase 1 and Phase 2?

A#222 Under Article IV, Section B., Liquidated Damages are assessed “failure to have the applicable portion of the work completed upon the respective milestone completion date on the Project Schedule” in addition to the various Final Acceptances.

Q#223 We note that the liquidated damages provided for in this clause “shall not be the exclusive remedy available to the Commission for the actual damages caused by the Contractor, and the Commission may seek indemnity for any damages incurred due to the delay”. This is an unusual provision, which takes away the legal certainty as to the liability exposure for delay. We believe this does not provide the Commission with value for money. Please consider providing that the LDs for delay shall be the sole and exclusive monetary damages for the delay.

A#223 This provision is necessary to address potential delay claims that other contractors may assert against the Commission for the Contractor’s failure to maintain the project schedule during the execution of Phase 2.

Q#224 Article V., Section D states that time extensions are the Contractor’s sole remedy for delays that are the Commission’s responsibility. Would the OTIC consider deleting this provision and providing for reasonable financial compensation for these delays? Although the Contractor will always make commercially reasonable efforts to mitigate the effects of any delay, it ultimately has no control over and cannot effectively manage the risk of delay caused by OTIC or any OTIC suppliers. Based on this, will OTIC consider compensation of reasonable delay costs in such an event? For the same reason, Contractor should be exempt from any sanctions for non-performance or delayed performance caused by OTIC or parties for which OTIC is responsible, such as its suppliers.

Q#224 See the responses to Q#211 and Q#212.

Q#225 Article V – Third Parties should actually be Article “VI” and corresponding changes should be made to the remainder of the Section/Article numbering.

A#225 Correct.

Q#226 Can OTIC confirm that subcontracting by Contractor to a subsidiary of contractor shall not be subject to Commission approval?

A#226 The Commission must approve all subcontracts.

Q#227 Is the term “Integrator” synonymous with “Contractor” in the waiver of defense under Article V, Section C. of the Form Contract?

A#227 Yes.

Q#228 We assume that the provisions under the Pre-existing Contractor and Third Party Materials, Noninfringement, Third-Party Products will be replaced by the agreed licensing terms to be proposed in accordance with Section D-3 of Attachment “B” to the RFP?

A#228 The Commission anticipates such licenses to material conform to those provided in the Form Contract.

Q#229 Would the OTIC consider limiting the scope of the indemnity to costs or other liabilities incurred by the Commission resulting from third party claims?

A#229 Yes, as long as the duty to defend (or pay the costs of the Commission’s defense) remains part of the indemnity obligations.

Q#230 Please clarify that Contractor shall not be required to provide indemnity “to the extent” (instead of “solely”) caused by the “breach, negligence or willful misconduct” (instead of only “negligence”) of an Indemnified Party (instead of the “Commission”).

A#230 Yes, the application of the indemnity provisions is modified to exclude damages to the extent they are caused by the breach, negligence or willful misconduct of an Indemnified Party.

Q#231 Reference to Article “IV” should be to “VI” in the Insurance provisions of the Form Contract.

A#231 Correct.

Q#232 The cure period of five (5) days seems unreasonably short. Will OTIC consider replacing with 60 days, which is reasonable and in line with recent market practice?

A#232 The Commission modified subparagraph 7. of Article VIII, subsection A. to provide for thirty (30) days to cure or satisfactorily commence to cure the failure to perform.

Q#233 Will OTIC consider a longer notice period of 60 days?

A#233 There is sufficient notice required to constitute a default.

Q#234 In the event of termination without cause, we would expect Contractor to be entitled to reasonable demobilization cost compensation, in addition to any outstanding amounts due up to the termination date. Can OTIC confirm that this will be the case?

A#234 If the Commission terminates for convenience, the Contractor shall be paid the applicable amount for its agreed upon proportion of services rendered up to the time of termination and its actual demobilization costs up to an amount that shall not exceed 50% of its mobilization unit cost.

Q#235 Is OTIC open to considering any of the following types of contractor liability limitation:

- exclusion of liability for consequential, indirect damages, subject to customary exceptions;
- aggregate cap on liability, subject to customary exceptions
- capping Liquidated Damages

A#235 No.

Q#236 The current form of contract does not contain any provisions regarding Force Majeure. Is OTIC open to considering any exceptions proposing inclusion of Force Majeure provisions? It would be key to include a reasonable definition of Force Majeure and to provide that party affected by Force Majeure shall not be considered in breach or otherwise in default of the Contract.

A#236 Yes. The Commission is willing to include a Force Majeure clause the default and termination provisions that provides as follows:

Force Majeure. Neither party shall have liability to the other if it becomes unable to timely perform due an event (a) not within the reasonable control of the party (or in the case of third party obligations or facilities, the third party) invoking this excuse, (b) not caused by the negligence of the invoking this excuse, and (c) which, the party invoking this excuse exercising best efforts, is unable to overcome or for which the party is unable to obtain

commercially reasonable substitute performance. If a party is unable because of Force Majeure to perform its obligations and that party gives notice of the event to the other party as soon as practicable after its occurrence, then the obligations of the party affected by the event will be suspended for the duration of the event.

Q#237 Section - 4.3.4 Transponder Management states that, “The System shall provide full featured inventory and order management functionality which will be utilized by the OTIC to perform inventory management business functions.

- **Transponder Performance Monitoring**
- **Transponder Performance Analysis**
- **Aging Transponder Monitoring**
- **Transponder Leasing**

Can you provide any additional details as to the specific functionality (for these 4 items), or are these items reporting requirements? How do 'Transponders' get into your inventory? Is it your intent for the selected vendor to provide purchasing capabilities to manage this? (does 'full feature inventory & order management' include both purchase and sales).

A#237 Please see answer to Questions #40 and #194. The Commission shall handle the purchasing of E-ZPass transponders outside of the CSC System; there is no need to provide purchasing capabilities. When a batch of transponders is received by the Commission from the transponder vendor, they are manually entered into the CSC System by Office Services personnel using a range of transponder numbers, and an inventory location is assigned to each transponder.

When a customer opens an account and orders a transponder online or via phone, the System sends a communication to the fulfillment center with the information necessary to program the transponder (vehicle class) and generates a shipping label. The fulfillment center then assigns the transponder to the customer account using a bar code scanner and mails out the transponder welcome package. Please see the Inventory Summary Report in Exhibit “B” for a full list of transponder locations.

The Respondents shall propose their solutions to satisfy the RFP requirements.

Q#238 With regard to unpaid toll noticing, please confirm that that the system shall be capable of Unpaid Toll Noticing, but that the actual printing and mailing of unpaid toll notices will either be done by the UTP, OTIC or a 3rd party mailhouse yet to be determined. Further, please confirm that the System Contractor shall not be responsible for any of the mailing costs (i.e. paper, envelopes, printing, postage, etc.).

A#238 Correct.

Q#239 Please confirm that any CSR initiated reply to a customer will only take place during the normal business hours of weekdays, 8:30am – 5:00pm

A#239 CSR responses to customer inquiries shall take place during normal Commission business hours, which may change in the future.

Q#240 The RFP requires the system to have ability for DMV registered vehicle owner name & address lookup; which is standard for tolling agencies. Please clarify that the Commission is requiring that driver's license lookups are also a requirement and that notices are to be send to the driver and not the registered owner.

A#240 The Commission is not requiring driver's license lookups. Manual unpaid toll notices will be sent to the driver (driver license information will be captured in the TCS and transmitted to the CSC). Violation unpaid toll notices will be sent to the registered owners, identified via registered vehicle owner lookups.

Q#241 For any subcategories of out of state registration address lookups (i.e. violation notice vs. toll notice) what volumes should be used for the Price Forms? For providing a blended rate for non-Ohio states, what volumes should be used for non-Ohio registration address lookups?

A#241 See Exhibit "D" and the answer to Q#156.

Q#242 Why is a COLA necessary per note at bottom of Sheet 5 in Attachment F, when OTIC will be reimbursing contractors for exact expenditures without any overhead or profit (i.e. these are considered pass through costs)? Please clarify.

A#242 See answer to Q#87. The Commission strongly prefers that the Contractor's agreement with vendors its passing-through to limit its costs increases to COLA, calculated based on the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base. However, if the Responding Contractor is unable to negotiate pass through costs with a third-party provider using COLA, the Contractor shall disclose the terms for negotiated or negotiating costs for all future years (base period plus renewal periods) and identify the likelihood that market competition will provide a constraint on those cost increases.

Q#243 Please confirm that for evidence to be presented with proposals to satisfy the insurance coverage requirement, that bidders may affirm their intent in writing in the proposal that if selected for award of the Contract, they will submit the proper Certificates of Insurance. In other words, what exactly is meant by "evidence"

A#243 Submit an affirmative statement on the ability to obtain the required policies or certificate(s) of insurance evidencing existing insurance policies carrying the coverages and limits required under the Form Contract.

Q#244 Please clarify if the request to provide enhanced customer services in Attachment B, Section D-1.2 is to describe our capabilities to support the technologies identified or the need for inclusion of these emerging technologies as part of the solution.”

A#244 Respondents shall describe their capabilities to support emerging technologies and whether there are emerging technologies already available in their solution, and if not, whether their proposed solution can integrate to emerging technologies in the future.

Q#245 "Section 14.1, subsections 6.a. and 6.b. specify: SSAE 16 SOC 1 and/or SOC 2 compliance Section 5 specifies (in two places): SSAE 16 SOC 2 compliance. Could the Commission tell us exactly what level of SOC compliance reporting is required from the CSC System provider initially and throughout the life of the project?"

A#245 SOC 2 compliance is required for any hosted offsite solutions.

Q#246 Under Proposal Part II, question 1. g. asks the respondent to “State whether your organization is authorized to conduct business in the State of Ohio.” Attachment C-2 – Non-Collusion Affidavit also mentions the company is “registered to do business in Ohio.” While our company operates in accordance with state laws, do you also require respondents to register with the Ohio Secretary of State? If so, please confirm if registration with the Ohio Secretary of State is required at the time of submission or if it is acceptable to obtain registration after our submission.

A#246 Respondents must have at least filed for registration with the Secretary of State at the time proposals are due.

Q#247 A/B Testing Monetate and other products will work well. Will you be open to buying this?

A#247 The Respondents shall propose their solutions to satisfy the RFP requirements.

Q#248 Content - Can you kindly elaborate the content strategy for the new site?

A#248 The new website will include information related to E-ZPass and unpaid toll functions, terms and conditions, frequently asked questions, account setup and account management, self-service options for toll adjustments and unpaid toll payments. The Respondents shall propose their solutions to satisfy the RFP requirements.

Q#249 Content - Any areas, items, and/or content to simplify, remove or replace?

A#249 The Contractor shall provide a new streamlined customer website that is user-friendly and easy to navigate. The Respondents shall propose their solutions to satisfy the RFP requirements.

Q#250 Content Who is responsible for creating content from OTIC? Do you have specified content owners for various sections/categories of your site (please describe)?

A#250 The Commission's marketing and customer service department will be the likely users of the Web Content Management System.

Q#251 Content Is there a defined OTIC approval process for copy, images, content, etc. (please describe)? What is the typical duration for this process?

A#251 The Commission does not have a pre-determined approval process for website content. This process will be defined with the Selected Contractor after award.

Q#252 Content Are any creative and content services run internally or by third party?

A#252 The Commission and their System provider currently handle the website content.

Q#253 DAM What is the size of DAM (Digital Asset Management), if applicable currently?

A#253 The Commission is unable to quantify the DAM in the current System. Responding Contractors shall estimate the DAM needs in accordance with the Data Migration requirements specified in RFP Section 11.6.

Q#254 Dispute Can you give more details around customer disputing an unpaid toll via the website? Is it case-by-case basis review by an employee or is it integrated to a system that has initial rules on managing it?

A#254 The Commission envisions having some initial rules to automatically managing specific dispute cases while other dispute cases will need to be handled on a case-by-case basis. These functions will be defined during the system design phase.

Q#255 EMAIL DEPLOYMENT PROCESS Will the emails be in multiple languages or Only US English?

A#256 US English currently. The Commission may choose to send emails in Spanish at some future date.

Q#257 EMAIL DEPLOYMENT PROCESS Do you use personalization in any emails?

A#257 Personalization is not used for mass emails. Email responses to customer inquiries can be personalized.

Q#258 EMAIL DEPLOYMENT PROCESS What is your average number of emails sent per week?

A#258 Currently the Commission sends approximately 350 emails per week.

Q#259 EMAIL MARKETING Who is your current ESP (email service provider/platform)

A#259 Currently emails generated from the CSC System are transmitted to customers via the State of Ohio's Department of Administrative Services email exchange server.

Q#260 Geolocation Where do we get E-ZPass CSC data? What is the format of the CSC information? Need one-time and delta (only for new CSC to on-board) integration. Also need geographical data to plot maps in store locator.

A#260 A list of E-ZPass Group members can be found at the web link: <http://www.e-zpassiag.com/about-us/members>

Q#261 Invoices Are invoices needed to be shown to the customer online?

A#261 Yes.

Q#262 Media Where is the image of the license plate corresponding to a violation stored today that is shown to the customer on the website?

A#262 All toll lanes are currently gated and no violation images are captured today. In Phase 2, violation images will need to be stored in the CSC System.

Q#263 Migration You have mentioned that you would like to retain the details like login when the system is shifted to the new landscape. What are you password

requirements? If passwords need to remain the same, how is the password encrypted today

A#263 Usernames shall be migrated to the new System. Currently passwords are required to be at least 8 to 15 characters, at least 1 uppercase and 1 lower case character, and at least 1 number. The Commission's current System provider will be engaged to provide support for the migration of customer passwords to the new System.

Q#264 MobileWhat is the volume of traffic between a mobile site and desktop site

A#264 This information is currently unavailable.

Q#265 Registration Your current site has the ability to add additional contacts to an account. What are the rules around the additional contacts?

A#265 Currently there are no rules around the additional contacts.

Q#266 Registration Today, you can apply via email and phone other than online. Are accounts created when done via non-online means today? If no, would you want to create accounts of them on eCommerce in the future?

A#266 The majority of accounts are opened online and some accounts are created manually (via mail or walk-in, see Exhibit "B"). Refer to Business Rule #1018 for account opening methods.

Q#267 Registration Where is the user defined 4 digits used today? What are the business rules around it? Is it just to enter when viewing statements?

A#267 Currently the 4-digit PIN is setup when the account is created and is used for account verification purposes. The new System shall also allow customers to view their statements by entering their PIN per RFP Section 4.3.1.16.

Q#268 Reporting You mention about providing detailed reporting in the RFP document? What is the access level of each reports i.e. customer vs employee and where is all the data of this stored today?

A#268 Customers are only allowed to view account statements and transactional details specific to their account. Currently only Commission staff can view System reports. Currently the System reports are stored in a separate reporting server. The new System shall provide for role-based access to System Reports.

Q#269 Self service Would you like cases created by the CSR in their system to be shown to the customer on the website with customer facing details? Also would you want customer to submit cases online from my account?

A#269 The new System shall show the status of the case to the customer, but the detail shall only be available to the CSR. The new System shall allow customers to submit cases online from their account.

Q#270 SSO Are there Single Sign on requirements?

A#270 Yes. Commission staff shall be allowed to access all modules in the System via Single-Sign On based on their role and authorized access.

Q#271 Subscription What is the volume of subscriptions today?

A#271 Currently customers receive monthly statements and newsletters.

Q#272 Toll calculation How is toll calculation on the website done today? Is there a 3rd party integration involved?

A#272 The toll calculator is provided by the Commission via www.ohioturnpike.org. There is no third party involved.

Q#273 Communication Which system triggers the SMS today?

A#273 SMS notification is not available in the current System.

Q#274 Architecture Can we get a physical and logical architecture diagram and document of the current landscape

A#274 See answer to Q#15.

Q#275 Catalog Is the product catalog different for customers vs retailers?

A#275 Only Class 1 transponders (pearl color) can be purchased from retailers.

Q#276 Generic Will there be an opportunity to integrate other State of Ohio political sub-divisions / functions into the proposed solution over time?

A#276 This is not currently envisioned.

Q#277 Generic How important is E-ZPass usage growth factored into OTIC goals? Do you expect your strategic partner to provide plans to help increase these rates?

A#277 Yes.

Q#278 Generic Please confirm that all Ongoing operations personnel will be provided by OTIC or OTIC vendor.

A#278 Yes.

Q#279 Generic How many calls per week does the CSC get? Can you provide call classification details to understand the nature of the calls? Are their visible peak periods or are call volumes relatively flat across the open hours? How is support provided when the center is not open? See Exhibit B

A#279 The majority of customer calls are E-ZPass related (approximately 75% of calls). However, the CSC also handles non-E-ZPass calls from the public. In general, the call center is busiest between 8:30-9:30am, 12:30pm-3:00pm and 4:00-5:00pm. Mondays (all day) and Fridays (afternoons) are usually the busiest call periods. There is no telephone support when the CSC is closed. Customers can contact the Commission via the website and will receive a response during business hours.

Q#280 Generic Are there plans to integrate CSC and Transponder fulfillment management in the future?

A#280 Transponder fulfillment is currently administered by non-CSC personnel using the transponder management functionality in the CSC System. See answer to Q#237.

Q#281 Generic What information is required to activate a transponder?

A#281 To activate a retail transponder for an existing account, the Commission requires the Transponder Number and Activation Code. If they do not have an existing account, the Commission also requires a First Name, Last Name, Address, Valid Credit Card and a Phone Number. The new System shall also require Vehicle details (make and model), License Plate details (number, type, jurisdiction). There is no limit to the number of vehicles that can be registered to an account.

Q#282 Generic Under what terms would you revoke a transponder?

A#282 A transponder is marked as “revoked” when it is removed from an account.

Q#283 Generic In what format do existing E-ZPass and TCS transaction send their data?

A#283 Currently the TCS transmits E-ZPass transactions to the CSC via a flat file. The Contractor shall work with the TCS vendor (current and future) to define the format for transmitting all TCS transactions to the new CSC System.

Q#284 Generic Do we have a comprehensive list of third party vendors/services that need to be integrated? Do we know if every vendor has an API?

A#284 The Respondents shall propose their solutions to satisfy the RFP requirements.

Q#285 Generic Should we plan to meet GDPR requirements as well?

A#285 There is no requirement to meet GDPR rules.

Q#286 Generic Will OTIC do the WCAG compliance check or will there be a third-party auditor doing the same?

A#286 The Commission may perform the compliance check or may have it be performed by a third-party auditor.

Q#287 Generic Is there advanced processing expected as part of Vehicle registration lookup? E.g., posting a lien or hold on the renewal for unpaid tolls?

A#287 Per the RFP, the System shall “provide the ability to support Ohio Bureau of Motor Vehicle (BMV) holds for unpaid Violation Unpaid Toll transactions.

Q#288 Generic Will it be illegal (e.g., generate a violation) to move a transponder between cars (2. Violation Unpaid Toll Accounts (Phase 2))?

A#288 E-ZPass customers are allowed to move a transponder between vehicles of the same class. Violation transactions will be generated by the TCS if a transponder is not read (i.e. not properly mounted) or if the transponder is invalid.

Q#289 Generic **What is the business purpose of search for comments? This is a high overhead search that may not generate corresponding value.**

A#289 This functionality is desired for providing efficient customer service, searching for specific issues, trending of issues, etc.

Q#290 Generic **How will interstate E-ZPass accounts be handled in a merge/convert process? Is this a true account merge or a householding function where accounts are linked/related?**

A#290 Account merges are for Ohio E-ZPass accounts only. Per the RFP, “The System shall allow a CSR to merge multiple accounts by moving transponders and vehicles and transferring any prepaid balance or balance due.”

Q#291 Generic **Who processes Out-of-State E-ZPass transactions? OTIC or other?**

A#291 Out-of-state E-ZPass transactions are handled by the CSC System following the E-ZPass Group reciprocity rules (See RFP Section 4.3.3).

Q#292 Generic **KPI – who will be conducting manual exception processing of license plate images?**

A#292 Manual license plate image reviews shall be conducted by the UTP Service Provider and may also by Commission staff.

Q#293 Generic **Please elaborate on KPI non-compliance points that state “plus actual tolls lost and costs incurred”. Does this mean selected partner is responsible for reimbursement of costs and / revenue for an outage?**

A#293 The Contractor shall be responsible for any costs incurred and any lost revenue, in the event of a System issue that results in the inability to collect revenue.

Q#294 Generic **Can you kindly elaborate the data migration strategy especially around what data is expected to be migrated and what is the nature of existing repositories from which the data is to be migrated? Is content expected to be migrated as well? Does data migration include data cleansing?**

A#294 See response to Q#220. Website Content does not have to be migrated and can be created in the new CSC System, however customer account and transactional data shall be migrated and accessible via the new Website.

Q#295 Generic What is the expected document review period for Deliverables?

A#295 See RFP Section 10.7.

**Q#296 Generic Is the proposed schedule and timeline based on external dependencies?
If yes, kindly list the same if possible.**

A#296 Phase 2 Go-Live is dependent on the completion of the TCS Modernization.

Q#297 Generic Will production test accounts be made available?

A#297 Requests for production test accounts will be evaluated by the Commission on an as-needed basis.

**Q#298 Testing Will the acceptance testing scope and criteria be the same or a sub-set
of integration, performance and commissioning testing?**

A#298 Per the RFP, "Acceptance Testing shall include the validation of the full functionality specified throughout the RFP and the Key Performance Indicators."

**Q#299 Testing OTIC and / or Its representatives will be responsible to perform
acceptance testing in the production environment. The vendor team will provide
resolution to deficiencies / issues reported during acceptance testing. Please clarify
on the level of assistance needed to perform Acceptance testing.**

A#299 See RFP Section 11.4.

**Q#300 Infrastructure Out of the 100 million annual toll trips for the first year. How
many Transponder/High Speed camera depots (areas where transponder reads take
place) exist along the 241 mile Ohio Turnpike?**

A#300 There are currently 31 tolled and approximately 85 remote access gate locations along the Ohio Turnpike where transponders are read. Currently there is no license plate camera enforcement in production as all toll lanes are gated. In Phase 2, there will be 24 tolled and 9 non-tolled locations, 4 of which will have multiple highway speed travel lanes.

Q#301 Infrastructure Are all of those depots in scope for data collection?

A#301 Transactional data shall be recorded for all current and future tolled, non-tolled and remote access gate locations.

Q#302 Infrastructure Is there any historical or trending data available concerning the depots in particular areas that have realized the highest throughput traffic? If so, can you make that data available?

A#302 See answer to Q#72.

Q#303 Security Are there any other application security testing minimums besides the OWASP Top Ten?

A#303 Respondents shall propose their solutions that satisfy the RFP requirements and best practices for application security.

Q#304 Security Can you clarify what is meant by cyber security testing versus vulnerability assessment?

A#305 Vulnerability assessments typically involve network scans for known vulnerabilities. Cyber security testing is more in depth and includes penetration testing.

Q#306 Security/IAM How many OTIC Users (i.e. employees, contractors, temporary, etc.) and systems are expected to have access to the underlying system?

A#306 See answer to Q#153.

Q#307 Security/IAM How many OTIC Users and systems are expected to have access to the overarching application?

A#307 See answer to Q#153.

Q#308 Security/IAM How many OTIC Users and systems are expected to have access to the underlying system?

A#308 See answer to Q#153.

Q#309 Security/IAM How many OTIC Users and systems are expected to have access to the underlying system remotely?

A#309 See answer to Q#153.

Q#310 Security/Architecture Are all current networks, systems, and applications classified under PCI-DSS and/or PA-DSS?

A#310 The current CSC System is classified as in scope under PCI-DSS and PA-DSS.

Q#311 Security/Architecture What are the data classification levels (i.e. secret, unclassified, confidential, public, etc.) utilized?

A#311 The Contractor shall work with the Commission to determine the data classification levels during the system design phase.

Q#312 Table 7 in Section 10.7 indicates that there will be due dates for deliverables relative to NTP for Phase 1 and NTP for Phase 2. This appears to identify that the delivery of the CSC System is expected to be completed using 2 distinct projects, each with its own set of deliverables and meetings. To ensure that OTIC can evaluate bids on a like-for-like basis, please clarify that there will be two separate projects: one covering phase 1 requirements and second covering phase 2 requirements.

A#312 Phase 1 and Phase 2 will be managed as separate sub-projects under the same master project. System functionality required in Phase 1 will also be required in Phase 2. The Commission may choose to begin Phase 2 prior to Phase 1 completion.

Q#313 Can OTIC provide an estimated number of documents that are received monthly that will need to be scanned during phase 1 and phase 2?

A#313 See answer to Q#204.

Q#314 Article IX Law and Disputes, Paragraph C, Non-Performance Escalation Procedures Item (b) refers to any and all payments; please consider revising to refer to only applicable payments.

A#314 The Commission shall have the right to withhold the applicable payment amount from future payments until the non-performance is corrected.

Q#315 Our interpretation of the RFP is that the CSC provider will only communicate with a single roadside TCS (legacy or new) at any given time, regardless of the stage of the cutover process. Please confirm that the CSC will never be required to communicate simultaneously with both the Legacy and the new TCS.

A#315 The new CSC System may be required to communicate with both the legacy TCS and new TCS as needed during the TCS cutover process.

Q#316 4.3 CSC Functional Requirements - Please provide the number of Live Chat licenses that should be costed into the proposal.

A#316 For pricing purposes, please consider 10 Live Chat licenses for Phase 1 and Phase 2.

Q#317 5.10.2 Assessment for Non-Compliance - Is there a monthly cap for a credit against the Monthly Maintenance Compensation?

A#317 No.

Q#318 For Maintenance KPI 4, what is the expected “threshold or due date” for the PCI audit?

A#318 The Commission will work with the selected Contractor to determine the due date for the PCI audit which shall be completed within the 1st year of System operation per the RFP.

Q#319 11.5 Quarterly Audit Testing - We respectfully request the sentence “The OTIC may withhold monthly payments to the Contractor until performance failure have been addressed and corrected” to be changed to: “The OTIC may withhold monthly payments to the Contractor until if the performance failure have has not been addressed and corrected within the 30 day window as provided in this section”.

A#319 Yes, the Commission will accept this proposed change.

Q#320 Non-Performance Escalation Procedures - We respectfully request the phrase within this section “(b) reserve the right to withhold any and all payments pending, until the non-performance is corrected...” be replaced with “(b) reserve the right to withhold ~~any and~~ all applicable payments pending, until the non-performance is corrected, within the timeframes defined within the applicable contract section...”

A#320 See the response to Q#314.

Q#321 Please clarify this provision so that it becomes clear that Developer will be entitled to monetary and schedule relief resulting from a Change in Law, even if OTIC retains the right to terminate at will as provided in this clause.

Q#321 The Commission is willing to grant schedule relief for any excusable delays resulting from a change in law. The Commission is willing pay agreed upon additional compensation for agreed upon extra work resulting from a change in law.

Q#322 The Form of Contract uses various capitalized terms but does not contain a Glossary of Terms. Will this be provided? If not, how should we consider such capitalized terms to be defined?

A#322 The meaning of any terms not expressly defined are determined based on their plain ordinary meaning within the context of the contract language as generally understood within the industry by one who is cognizant of its customs, practices, and terminology.

Q#323 Based on the responses to the previous questions, we understand that both the Primary & Secondary Server Instances are located within the same datacenter/premises. Could you please confirm if our understanding is correct?

A#323 This is incorrect. Please see the response to Q#166.

Litigation Bond

KNOW ALL BY THESE PRESENTS,

That, _____
as Principal and _____
as Surety, are held and firmly bound unto the Ohio Turnpike and Infrastructure Commission, as Obligee, in the penal sum of \$250,000.00, to the payment of which we do hereby jointly and severally bind ourselves.

The condition of the above obligation is such that the said Principal submitted a Proposal in response to the request of the Obligee ("RFP") offering to perform the services necessary to deliver and maintain a Customer Service Center System.

Now, if the said Principal institutes any action contesting the decisions or activities of the Obligee or any of its members, officers or employees with regard to the Proposal of the Principal or any other matter concerning the RFP or the responses received thereto and the Obligee is the prevailing party in such action, the Principal will pay the whole or the part of the Obligee's costs, expenses (including attorney fees) and damages, and those of any other party defending such decisions or activities, arising from said action, then this obligation shall be void, otherwise to remain in full force and virtue in law.

Signed by us and dated this _____ day of _____, 2018.

PRINCIPAL:

By: _____

Printed: _____

Title: _____

SURETY:

By: _____
Attorney-in-Fact (attach power of attorney)

SURETY'S INFORMATION:

Street

City, State, Zip

Telephone Number

ATTORNEY-IN-FACT'S INFORMATION:

Agency's Name

Street

City, State, Zip

Telephone