



**OHIO TURNPIKE AND  
INFRASTRUCTURE COMMISSION**

**ADDENDUM NO. 1**  
**ISSUED JANUARY 12, 2021**

**RFP NO. 11-2020**  
**TO PROVIDE IMAGE REVIEW SERVICES**  
**ISSUED: DECEMBER 1, 2020**

**INQUIRY END DATE:**  
5:00 P.M. (Eastern), on January 13, 2021

**OPENING DATE:**  
5:00 P.M. (Eastern), February 12, 2021

**ATTENTION OF RESPONDENTS IS DIRECTED TO:**  
**QUESTIONS RECEIVED THROUGH 10:00 AM ON JANUARY 12, 2021**

Issued by the Ohio Turnpike and Infrastructure Commission through Jennifer L. Stueber, Esq., General Counsel.

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Jennifer L. Stueber, Esq.  
General Counsel

\_\_\_\_\_  
January 12, 2021  
Date

**ANSWERS TO QUESTIONS RECEIVED THROUGH 10:00 AM ON JANUARY 12, 2021:**

**Q#1** The RFP indicates “An 8-1/2” x 11” single, spaced, 12-point font format is required for typed submissions for the Proposal...” Please clarify if the “single, spaced” means we must provide our submission on single-sided pages. If double-sided pages are allowed, kindly confirm.

*A#1 The Proposals are to be submitted electronically, except for allowed exclusions from the page count. All pages should be numbered to reflect the 75-page limit. "Single, spaced" refers to line and paragraph spacing.*

**Q#2** The RFP indicates “...12-point font format is required for typed submissions for the Proposal...” May Bidders use a smaller, still readable font for each of the following provided they are clearly legible:

- a) headers and footers,
- b) requirement text,
- c) exhibits/figures/graphics, and
- d) tables?

*A#2 Yes, smaller fonts are acceptable for text not in the body of the document. All fonts, regardless of their location, shall be easily readable to the average person.*

**Q#3** Appendix C, page 30, item 21.26 Electronic Signatures indicates that “The Parties agree that for purposes of facilitating the signing of this Contract, an electronic signature or an electronic or facsimile transmission of a signature shall be an original signature for all purposes.”

**Would the Commission please confirm that “an electronic signature or facsimile transmission of a signature” shall also be an original signature for the purposes of submitting a compliant Price Proposal?**

*A#3 Yes, “an electronic signature or facsimile transmission of a signature” will be considered an original signature for the purposes of submitting a compliant Price Proposal.*

**Q#4** Would the Commission please confirm the Project Schedule document (GANTT and PDF version) is excluded from any page count limits?

*A#4 The Project Schedule is included in the 75-page limit.*

**Q#5** Would the Commission please confirm that any required preliminary plans (PMP, Mobilization/Go-Live Plan, QMP) can be submitted as appendices and excluded from page count limit?

*A#5 Yes, the preliminary plans can be submitted as appendices and are excluded from the 75-page limit. Please label the appendix and refer to it in the body of the response.*

**Q#6 Would the Commission please clarify if “Image Review Supervisor” is the same as the “...person designated to participate in the Image Review Testing Period.”?**

*A#6 The requirements are as follows: Appendix A 4.1.1 states that “Subject to the Approval of the Commission’s Project Manager, the Image Review SP shall provide one qualified person to participate during the Image Review Module testing period and also to review and comment on the Image Review Training Manuals developed by the CSC System Integrator.” It further states that: The designated person must have at least 5 years of image review experience on various systems and it is preferred that this individual be the Image Review Supervisor or designated as Key Personnel for the Image Review Services Contract.” Therefore, while preferred, it is not required that the qualified person for the Image Review Module Testing Services be the Image Review Supervisor if a valid case can be made for using an alternate.*

**Q#7 Would the Commission please confirm that the Image Review Service Provider (SP) will retain ownership of all assets acquired and/or used for this contract. That would include, but not be limited to: IT equipment, software licenses (other than the Image Review software provided), furniture, etc.**

*A#7 Yes, such assets directly purchased by the Image Review SP would be retained by them.*

**Q#8 Would the Commission please confirm that the volumes provided in Table A-1, 2023-2029 Annual Violation Unpaid Toll Transactions that may require manual image review includes volumes for BOTH: plate images that eventually post to an EZPass account (VTOL) and images that will eventually be billed via All Electronic Tolling (AET). Can the Commission please provide an estimated breakdown for each of the transaction types for each year?**

*A#8 The volumes provided in this table are estimates of the total number of violation unpaid toll transactions that may require manual image review, inclusive of both transactions that may post to an E-ZPass account (V-Toll) or transactions that may be billed on a Notice of Unpaid Toll. The breakdown between each of these transaction types is irrelevant for the Image Reviewer Service Provider as each transaction type will be treated the same from a manual image review perspective.*

**Q#9 Would the Commission kindly provide screen shots of the Image Review Module which show what the Manual Image Review person will see when reviewing images?**

*A#9 The design and implementation of the Image Review Module of the CSC System has not yet commenced. The Commission will request the CSC System Integrator to provide preliminary screen shots of an existing product which will be made available if received before the proposal due date.*

**Q#10 Would the Commission please provide samples of the end-of-day, weekly, monthly, etc. reports that will be available from the Image Review Module?**

*A#10 The design and implementation of the Image Review Module of the CSC System has not yet commenced. The Commission will request the CSC System Integrator to provide preliminary reports from an existing product which will be made available if received before the proposal due date. The final reports will be aligned to the Image Review requirements.*

**Q#11 Would the Commission please indicate the expected average hourly throughput rate for reviewing images on the Image Review Module (i.e. 400 per hour)?**

*A#11 The Commission has no expectation on the average hourly throughput rate for manual image reviews as long as the Image Review Service Provider meets or exceeds the KPIs set forth in Attachment A-2 of the RFP.*

**Q#12 Would the Commission please clarify if the Image Review Module provided by the CSC system has multiple image review queues? If so, would the Commission kindly provide further information on the various queues (expected monthly volumes, throughput, types of images presented, etc.)?**

*A#12 The Image Review Module to be provided by the CSC System will have multiple image review queues that can be assigned to individual reviewers. The design and implementation of the Image Review Module has not yet commenced and there are currently no violation unpaid toll transactions. Hence, no information can be provided on the various queues (expected monthly volumes, throughput, types of images presented, etc.).*

**Q#13 Would the Commission please confirm that “double-blind” data entry of the license plates is not a 100% requirement as long as the Key Performance Indicators for timeliness and accuracy are met through quality control and audit?**

*A#13 As described in the RFP, a configurable percentage (say 5%) of images will be randomly selected for double-blind review by the Image Review Module. OTIC intends to use this feature of the CSC System for continuous improvement of the manual image review process. The Image Review Service Provider shall meet or exceed the KPIs for transactions presented for all manual image review. A transaction that is reviewed twice due to this double-blind process will be compensated as two transactions.*

**Q#14 Would the Commission please confirm that a “day” in the “Performance Measures” refers to a “business day”?**

*A#14 As it relates to Liquidated Damages Assessment, where there is a reference to “day” it means calendar day. A revised Attachment A-2 is issued with this Addendum No. 1. Revised Attachment A-2 deletions are shown with strikethrough text and changes/additions are shown with bold italicized text.*

**Q#15 Would the Commission please confirm that the measurement for review time shall begin once the image is available on the Image Review Module from the CSC?**

*A#15 Yes, the phrase "each image being identified by the CSC System as eligible for manual review" means that the review time will begin once the image is available to the Image Review SP for processing. A revised Attachment A-2 is issued with this Addendum No. 1. Revised Attachment A-2 deletions are shown with strikethrough text and changes/additions are shown with bold italicized text.*

**Q#16 This section requires the Conformance Response (Compliance Matrix) to go into Section 11, as well as in Section V.4, Appendix G - Completed Compliance Matrix. Which is the preferred location for the Compliance Matrix?**

*A#16 Please make a reference in Section II and incorporate the Completed Compliance Matrix in the appendix.*

**Q#17 Will the Commission exclude resumes and preliminary plans from the 75-page limit?**

*A#17 Resumes are included in the 75-page limit. See response to Q#5 for preliminary plans.*

**Q#18 Project schedules can be many pages in length. Will the Commission verify that the Project Schedule is excluded from the 75- page limit?**

*A#18 See response to Q#4.*

**Q#19 Please clarify the key personnel required for the project.**

*A#19 Required Key Personnel are as designated in 4.4.1 of Appendix A: Project Manager, Training Supervisor, Image Review Supervisor.*

**Q#20 Please verify that electronic signatures from a duly authorized representative of the proposer on all forms and the cover letter is acceptable.**

*A#20 See response to Q#3.*

**Q#21 Can you please clarify whether Table A-1 provides estimated transactions that will require manual image reviews, or do we assume that 40% of those volumes will be review manually?**

*A#21 The volumes provided in Table A-1 are estimates of the total number of violation unpaid toll transactions that may require manual image review, which is estimated as 40% of all toll transactions.*

**Q#22 Please clarify whether the Commission intends to award the manual image review processing activities to more than one service provider. If so, please provide minimum monthly volumes that each service provider should expect to review to ensure that the image review program is appropriately staffed and trained.**

*A#22 The Commission intends to issue and award several types of service contracts but only one Image Review Service Provider will be selected.*

**Q#23 Can the Project Schedule be excluded from the Section IV page limit restriction in order to include sufficient schedule detail?**

*A#23 See response to Q#4.*

**Q#24 Can the Project Schedule be included in Section V as an Attachment?**

*A#24 The Project Schedule may be included as an attachment in the appendices, but as noted in the response to Q#4, the Project Schedule is included in the 75-page limit. Please make a reference in Section IV if the Project Schedule is included in the appendices.*

**Q#25 Please provide the exact location in Appendix C “Image Review Services Contract” where “Contract Effective Date” is defined.**

*A#25 The Commission will respond to this question in Addendum No. 2.*

**Q#26 Are all document submissions included in this section required to be submitted prior to OTIC issuing any Notice to Proceed?**

*A#26 The Commission will respond to this question in Addendum No. 2.*

**Q#27 Earlier NTP sections and timelines indicate NTP1 will be issued “in early 2022.” Is the precedent of Contract Effective Date submittals tied to NTP2 issuance correct? Or do the Mobilization and Go-Live Plan need to be approved prior to issuance of NTP1?**

*A#27 The Commission will respond to this question in Addendum No. 2.*

**Q#28 What is the anticipated timeframe between approval of the Mobilization and Go-Live Plan (estimated as 3/31/2022) and issuance of the Testing NTP (NTP1)?**

*A#28 The Commission will respond to this question in Addendum No. 2.*

**Q#29 What is the anticipated timeframe between approval of the Mobilization and Go-Live Plan (estimated as 3/31/2022) and issuance of the Mobilization and Operational NTP (NTP2)?**

*A#29 The Commission will respond to this question in Addendum No. 2.*

**Q#30 If NTP2 is anticipated to be issued around 3/31/2022 and NTP1 is anticipated to be issued in early 2022, is there a possibility that NTP1 and NTP2 work will overlap and be performed in parallel?**

*A#30 The Commission will respond to this question in Addendum No. 2.*

**Q#31 Should the Proposers Schedule show “Contract Effective Date” as 5/17/2021, based on the Commission Meeting Date? If not, what is the start date of the Pre-NTP1 “Mobilization and Go-Live Plan” Phase.**

*A#31 The Commission will respond to this question in Addendum No. 2.*

**Q#32 If the Contract Effective Date is 5/17/2021, and draft Mobilization and Go-Live Plan are due 90 days after the Contract Effective Date (8/15/2021), what work is occurring between submission of these plans and approval of the plans by 3/31/2022 (228 cd)?**

*A#32 The Commission will respond to this question in Addendum No. 2.*

**Q#33 For schedule development purposes, what date should Proposer use as the “anticipated commencement of Testing Services” so we can calculate an anticipated NTP1.**

*A#33 The Commission will respond to this question in Addendum No. 2.*

**Q#34 For schedule development purposes, what date should Proposer use for NTP1, so we can calculate the “anticipated commencement of Testing Services.”**

*A#34 The Commission will respond to this question in Addendum No. 2.*

**Q#35 For uniformity across all bidders in development of the Proposal Schedule, please define a specific working or calendar day duration for OTIC document review times.**

*A#35 The Commission will respond to this question in Addendum No. 2.*

**Q#36 For uniformity across all bidders in development of the Proposal Schedule, please define a minimum number of anticipated document review cycles.**

*A#36 The Commission will respond to this question in Addendum No. 2.*

**Q#37 \* Initial and Final Readiness Assessments... The Initial Readiness Assessment must be certified in writing by the Commission’s Project Manager as complete one week prior to the Start-up Date and the Final Readiness Assessment must be certified in writing as complete by the Commission’s Project Manager two weeks period to the Go-Live Date. Should “period” be “prior”?**

*A#37 The Commission will respond to this question in Addendum No. 2.*

**Q#38 Would the Commission consider capping the KPIs?**

*A#38 The Commission will respond to this question in Addendum No. 2.*

**Q#39 Column titled: “Liquidated Damages Assessment” Please confirm where “day” is referenced it means calendar day.**

*A#39 See response to Q#14.*

**Q#40 Column titled: “Performance Measure” Percentage of license plate images identified for manual image review that are correctly reviewed within 3 days of each image being identified by the CSC System as eligible for manual review. Please confirm “day” is a calendar day.**

*A#40 Attachment A-2 has been revised to clarify that the image must be reviewed within 3 business days. A revised Attachment A-2 is issued with this Addendum No. 1.*

**Q#41 Is there a timeframe for the Commission to submit review comments of the Mobilization and Go-Live Plan to Contractor? Is there a timeframe for the Commission to submit review comments of the Mobilization and Go-Live Plan to Contractor?**

*A#41 The Commission will respond to this question in Addendum No. 2.*

**Q#42 ... In addition to any right of set-off, deduction or recoupment provided or allowed by law, the Commission may, without notice to Contractor, set off against, and deduct and recoup from, any amounts due or to become due from the Commission to Contractor, any amounts due or to become due from Contractor to the Commission, including but not limited to Liquidated Damages or other damages resulting from breaches by Contractor or any Contractor designated Parties of its obligations under this Contract ~~or any other agreement between such parties.~~ Would the Commission consider removing the struck language?**

*A#42 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, the Commission will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, the Commission reserves the right to enter into contract negotiations with the next ranked respondent.*

**Q#43 Should “Section 8.3.20” be “Section 8.3.2”?**

*A#43 In Section 9.7 of the form contract in Appendix C, the reference to Section 8.3.20 should read “Section 8.3.2.” The typographical error will be corrected in the final contract.*



**Q#44 Contractor shall indemnify, pay for the defense and hold harmless the Commission, its Commission members, officers, directors, employees, affiliates, ~~agents, successors, and assigns, and the Commission Related Parties~~ (“Indemnified Parties”), from and against ~~any and all~~ liability, including claims, demands, losses, ~~direct~~ damages, deficiencies, actions, settlements, judgments, interest, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable attorney's fees, any ~~reasonable~~ costs of investigation or ~~reasonable~~ defense fees, the ~~reasonable~~ costs of enforcing any right to indemnification under this Contract, and the ~~reasonable~~ cost of pursuing any insurance providers) of every kind and description (collectively, “Losses”), ~~whether directly or indirectly, relating to,~~ arising out of or in connection with:**

- 1. the covenants, representations or warranties of Contractor ~~or Contractor Parties (i.e., Contractor affiliates, agents, successors, assigns, suppliers),~~ or its ~~or their respective~~ officers, owners, directors, employees, agents, independent contractors, suppliers;**
- 2. the ~~breach,~~ failure or non-fulfillment of Contractor’s obligations under this Contract, ~~including without limitation breach of any warranty in Sections 13, 15 or 20;~~**
- 3. any negligent or more culpable act or omission of Contractor, ~~Contractor Parties, or any of or its or their respective~~ officers, owners, directors, employees, agents, independent contractors, suppliers (including ~~any recklessness or~~ willful misconduct) in connection with Contractor’s performance under this Contract;**
- 4. any bodily injury, death of any person or damage to real or tangible personal property caused by the willful ~~misconduct~~ or negligent acts or omissions of Contractor, ~~Contractor Parties,~~ or ~~any of its or their respective~~ officers, owners, directors, employees, agents, independent contractors, suppliers;**
- and 5. any failure by Contractor, ~~Contractor Parties,~~ or ~~any of its or their respective~~ officers, owners, directors, employees, agents, independent contractors, suppliers to comply with any applicable laws. Would the Commission consider removing the struck language and accepting the added language?**

*A#44 See response to Q#42.*

**Q#45 Contractor, for itself, its successors and assigns ~~and Contractor Parties~~ does hereby waive, as a complying employer, any immunity provided for under the provisions of the Constitution or statutes of the State of Ohio pertaining to Workers’ Compensation, solely with respect to claims brought against the Commission by Contractor’s employees, whereby Contractor could preclude its joinder by such indemnified party as an additional defendant, or avoid liability for damages, contribution, defense, or indemnity in any action at law, or otherwise, where Contractor’s employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against the Commission. Contractor’s obligation to the Commission herein shall not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Contractor under any worker’s compensation acts, disability benefit acts, or other employee benefit acts on account of claims against the Commission by an employee of Contractor or anyone employed directly or indirectly by Contractor or anyone for whose acts Contractor may be liable. This Section 14.2 shall survive termination or expiration of this Contract ~~for any reason~~ **subject to applicable statute of limitations.** Would the Commission consider removing the struck language and accepting the added language?**

*A#45 See response to Q#42.*

**Q#46** This indemnification extends to the successors and assigns of Contractor. This indemnification obligation survives the expiration or termination of this Contract, **subject to applicable statute of limitations**, and the dissolution or, to the extent allowed by law, the bankruptcy of Contractor. Contractor shall waive and shall not assert any claim against the Commission for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due **solely** to the negligence of the Commission, its agents or employees. Should the Commission elect to have Contractor defend one or more of the Indemnified Parties, the Commission shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. Would the Commission consider removing the struck language and accepting the added language?

*A#46 See response to Q#42.*

**Q#47** The Commission shall control the defense of any claim against the Commission, and Contractor, **for claims arising out of or in connection with the performance of the Contractor under this Contract**, shall reimburse and pay the Commission for all costs and expenses of such defense as and when they occur, whether or not Contractor shall be joined therein, and Contractor shall reasonably cooperate with the Commission in such defense. The Commission shall have charge and direction of the defense and settlement of such claim.  
Would the Commission consider accepting the added language?

*A#47 See response to Q#42.*

**Q#48** ~~The Commission~~ Neither Party shall **not**, under any circumstances, be liable to ~~Contractor the other Party~~ for any incidental, consequential, special, punitive, exemplary or indirect damages, lost business profits or lost data arising out of this Contract, even if the ~~Commission Parties have been is~~ informed of the possibility of such damages. The Commission's liability to Contractor, excluding non-payment for work performed, if any, shall be limited to actual damages and in such case, only to the extent of the amount the Commission has paid to or owes Contractor under this Contract for the twelve months immediately preceding Contractor's claim. **The Contractor's total liability to the Commission for any and all liabilities arising out of or related to this Agreement, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, statutory liability, or any indemnification obligation, shall not, in the aggregate, exceed two times the amounts paid to the Contractor under the Contract. Any claim by the Commission against the Contractor relating to this Contract, other than in warranty, must be made in writing and presented to the Contractor within one (1) year after the earlier of: (i) the date on which the Commission accepts the deliverable at issue or (ii) the date on which the Contractor completes performance of the service specified in this Contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.**

*A#48 See response to Q#42.*

**Q#49** The Commission may terminate this Contract, in whole or in part, for convenience, with or without cause, upon ~~thirty-ninety~~ **(30 90)** Days written notice, which shall commence upon the date included in the notice...Would the Commission consider removing the struck language and accepting the added language?

*A#49 See response to Q#42.*

**Q#50** Contractor shall not assign, delegate, sublet or transfer this Contract or any rights under this Contract Without the prior written consent of the Commission, which ~~may be withheld for any reason~~ **will not be unreasonably withheld**. Any purported assignment or delegation in violation of this Section 21.3 is null and void. Would the Commission consider removing the struck language and accepting the added language?

*A#50 See response to Q#42.*

**Q#51** In addition to those provisions that by their terms would naturally survive the expiration or termination of this Contract, Sections 12, 13, ~~14~~, 15 and 20 of this Contract shall survive the termination or expiration, for whatever reason, of this Contract. **Section 14 of this Contract shall survive the expiration or termination of this Contract subject to applicable statute of limitations**. Would the Commission consider removing the struck language and accepting the added language?

*A#51 See response to Q#42.*

**Q#52** Will the OTIC accept the surety bond form (attached) or a similar annually renewing bond form?

*A#52 The performance bond is subject to further review by the Commission's insurance consultant at the time of contract award.*

**Q#53** Is the warranty provision 1 year?

*A#53 The performance bond shall be renewed annually and shall be in an amount equal to the estimated annual contract amount to be determined at the time of contract award.*

**Q#54** Part 1, Project Purpose, Page 3 - This section includes direction that Respondent shall "adhere to all PCI compliance standards"; however, PCI. Is not referenced anywhere else in the document. Please describe the use cases where respondent is expected to process, store, or transmit payment card information as part of this project.

*A#54 The Commission will respond to this question in Addendum No. 2.*

**Q#55 Item 9, Page 7- If the Bidder is not selected as the winning provider, and thus is not awarded a contract, will the \$5,000.00 Proposal Guarantee be returned to the Respondent?**

*A#55 At the time of contract award, the proposal guarantee will be returned to each Respondent that was not selected for the contract.*

**Q#56 Appendix A, Item 2.1.2 Training on Image Review Module, Page 8 - Item 2.1.2 appears to conflict with Item 4.1.1 on page 10. Item 2.1.2 states that “initial training will occur during the Mobilization period and will also be the opportunity to “train-the-trainer”. The very next paragraph directs the Bidder to Image Review Testing Services – is this what the Commission was referring to?**

*A#56 The Commission will respond to this question in Addendum No. 2.*

**Q#57 Appendix A, Item 4.2, Page 11 - Section 4.2 of Appendix A states that a percentage of manually reviewed images will be re-introduced into the image review queue at random to provide for double-blind manual image reviews. Is it correct that each time a transaction is presented to staff, that specific transaction will only need to be data entered once (i.e., not every transaction will require double-blind entry)?**

*A#57 The Commission will respond to this question in Addendum No. 2.*

**Q#58 Will plate type be required to be recorded for all plate transactions, or only for specific states designated by the Commission?**

*A#58 The Commission will respond to this question in Addendum No. 2.*

**Q#59 We’ve put together a draft of Gantt charts as part of our response, can those be included as attachments and excluded from the page limit?**

*A#59 See responses to Q#4 and Q#24.*

**Q#60 We are including resumes of the key personnel as well as other personnel on our organization chart, at 2 pages each, can those be included as attachments and excluded from the page limit?**

*A#60 See responses to Q#17 and Q#19.*

**Q#61 The RFP indicates that Commission/TransCore will be providing “Training Manuals” related to the Image Review Module. Will the Image Review SP be required to a sign non-disclosure agreement? If so, will this be by Account management or will each Duncan/Navient participant be expected to sign an NDA to secure permission/access to the system?**

*A#61 The Commission will respond to this question in Addendum No. 2.*

**Q#62 Will the manuals provided be in electronic or hard copy format? If electronic, what software product was used to prepare these manual (so that Duncan/Navient can tailor the manuals for our staff?**

*A#62 The Commission will respond to this question in Addendum No. 2.*

**Q#63 The RFP indicates that the Commission will provide “training” on current Image Review business processes but does not indicate if there are any “documents/procedures” that support the process. Will process training include the Commission providing electronic copies of existing process descriptions and/or SOPs?**

*A#63 The Commission will respond to this question in Addendum No. 2.*

**End of Addendum No. 1**

# Ohio Turnpike and Infrastructure Commission

## Image Review Service Provider

### Scope of Work and Functional Requirements

## Attachment A-2: Image Review Key Performance Indicators and Liquidated Damages

***Revised 1/5/21***

The Image Review SP shall meet or exceed all of the Image Review Key Performance Indicators (KPIs) as described herein.

These KPIs are recurring (typically monthly) or as-needed requirements that must be met during the Image Review Services Contract period.

The Image Review SP shall measure and report on each KPI following each KPI measurement period as defined in Table 1. The Image Review SP shall use any available tools within the Image Review Module of the CSC System to measure Image Review performance and supplement these tools with manual actions as necessary to measure the KPIs and provide applicable reporting on a monthly basis.

The results shall be contained in a written report and include all available Image Review statistics. The report shall be submitted to the Commission within 10 business days after the end of the KPI measurement period.

No KPI liquidated damages shall be assessed by the Commission in respect of any failure to meet a KPI where such failure is the direct result of an event of Force Majeure (as defined in the Contract). The Image Review SP shall notify the Commission in advance or immediately upon determining that they believe an event of Force Majeure has occurred and will impact KPI compliance. Failure to notify the Commission may result in assessment of KPI liquidated damages.

As defined in the Contract, the Commission reserves the right to waive liquidated damages in respect of any KPI non-compliance event. Any such waiving by the Commission of liquidated damages per the contract terms shall not affect the Image Review SP's obligations under this Contract and does not waive any future non-compliance.

**Table 1: Image Review KPIs**

#	Name	Performance Measure	Number of Measurements	Period of Measurements	Service Level	Liquidated Damages Assessment
IR-01	Timely Completion of Initial Readiness Assessment	The Image Review SP shall pass a Start-up Readiness Assessment at least one week prior to the commencement of the Image Review Start-up Period. The Image Review SP shall be at least 95% prepared for the Image Review Start-up Period at this time.	One (system-wide)	Prior to Start-up Date	Certification by the Commission's Project Manager of the Initial Readiness Assessment Completion no more than one week prior to Start-up Date	\$100 for every <b>calendar</b> day past due
IR-02	Timely Completion of Final Readiness Assessment	At least two weeks prior to the Go-Live date, the Image Review SP shall pass a Go-Live Readiness Assessment indicating they are prepared to provide Routine Image Review Services. The Image Review SP shall be 100% equipped for Routine Image Review Services at this time.	One (system-wide)	Prior to Go-Live Date	Certification by the Commission's Project Manager of the Final Readiness Assessment Completion no more than two weeks prior to Go-Live Date	\$1,000 for every <b>calendar</b> day past due
IR-03	Timely Submission of Monthly Image Review KPI Report	The KPI Report for the previous month shall be submitted no later than the 10 <sup>th</sup> business day of the next month. The following KPIs (IR-04 through IR-08) shall be self-reported in the KPI Report.	One (system-wide)	One Month	Received by the Commission no later than 10 <sup>th</sup> business day of the month	\$200 for every <b>calendar</b> day past the due date

#	Name	Performance Measure	Number of Measurements	Period of Measurements	Service Level	Liquidated Damages Assessment
IR-04	Image Review Training	All image review employees are fully trained on the Image Review Module and SOPs prior to conducting any unsupervised image review activity.	Zero occurrences of untrained employees	Self-certified Monthly; LDs per Quality Audit	Zero occurrences	\$200 per occurrence in a Quality Audit
IR-05	Image Review Timeliness	Percentage of license plate images identified for manual image review that are correctly reviewed within 3 <b>business</b> days of each image being identified by the CSC System as eligible for manual review <b>by the Image Review SP</b> .	One (system-wide)	One Month	100%	\$100 for every 1% below the Service Level (rounded up to the next 1%)
IR-06	Average Review Time	Images identified for manual image review are correctly reviewed, on average, within 36 hours of each image being identified by the CSC System as eligible for manual review.	One (system-wide)	One Month	Average review time of 36 hours or less	\$500 for every hour in excess of 36 hours (rounded up to the next hour)
IR-07	Image Review Accuracy	Percentage of license plate images that are identified correctly through the manual image review process (correct plate number, jurisdiction and plate type; correct reason codes identified).	One (system-wide)	One Month	99%	\$100 for every 1% less than the Service Level (rounded up to the next 1%)



#	Name	Performance Measure	Number of Measurements	Period of Measurements	Service Level	Liquidated Damages Assessment
IR-08	Accurate Reason Codes	Percentage of manual image review "reason codes" assigned correctly to each image.	One (system-wide)	One Month	95%	\$100 for every 1% less than the Service Level (rounded up to the next 1%)