Torres Rojas, Genara

From: doc.mirino@mygovwatch.com
Sent: Monday, January 26, 2015 1:55 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: Doc
Last Name: Mirino
Company: Net Gain Marketing
Mailing Address 1: PO Box 353
Mailing Address 2:
City: Collingswood
State: NJ
Zip Code: 08108
Email Address: doc.mirino@mygovwatch.com
Phone: 8775331680
Required copies of the records: Yes

List of specific record(s):
With regards to the procurement titled General Collection Services for the Eletronic Toll Collection Program E-Z Pass 38391, I am requesting the following documents: 1. A copy of the signed contracts 2. A copy of the awarded vendors proposals, excluding confidential information. 3. A copy of any documents showing how vendors were scored or ranked during evaluations, including the pricingpercentage rate submitted by all vendors 4. A list of companies that requested the RFP and that submitted a proposal. 5. Any reports over any time period related to contract performance. The most recent month, quarter, or year would be preferred.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 13, 2016

Mr. Doc Mirino
Net Gain Marketing
P.O. Box 353
Collingswood, NJ 08108

Re: Freedom of Information Reference No. 15729

Dear Mr. Mirino:

This is in response to your January 26, 2015 request, which has been processed under the Port Authority's Freedom of Information Code, copy enclosed, for copies of the following records related to General Collection Services for the Eletronic Toll Collection Program E-Z Pass 38391: "1. A copy of the signed contracts 2. A copy of the awarded vendors proposals, excluding confidential information. 3. A copy of any documents showing how vendors were scored or ranked during evaluations, including the pricingpercentage rate submitted by all vendors 4. A list of companies that requested the RFP and that submitted a proposal. 5. Any reports over any time period related to contract performance. The most recent month, quarter, or year would be preferred."

Material responsive to your request can be found on the Port Authority's website at http://corpinfo.panynj.gov/documents/15729-C/. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, privacy, competitive disadvantage and security.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555

WINDHAM PROFESSIONALS

Background Check =	COST	WORK PLAN	TECHNICAL EXPERIENCE	STAFFING MGT.	TOTAL
WEIGHT					
Ronnie Bendernagel					
John Moriarty					
Steve Knapp					
	256.43	210.00	150.00	35.00	651.43

IQOR

Background Check =	COST	WORK PLAN	TECHNICAL EXPERIENCE	STAFFING MGT.	TOTAL
WEIGHT					
Ronnie Bendernagel					
John Moriarty					
Steve Knapp					
	241.92	210.00	150.00	30.00	631.92

CREDIT MANAGEMENT

Background Check =	COST	WORK PLAN	TECHNICAL EXPERIENCE	STAFFING MGT.	TOTAL
WEIGHT					
Ronnie Bendernagel					
John Moriarty					
Steve Knapp					
	231.34	210.00	150.00	30.00	621.34

THE PORT AUTHORITY OF NY & NJ
PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
TWO MONTGOMERY STREET, 3RD FLOOR
JERSEY CITY, NEW JERSEY 07302

REQUEST FOR PROPOSALS

ISSUE DATE: 6/27/2014

TITLE: GENERAL COLLECTION SERVICES FOR THE ELECTRONIC TOLL COLLECTION PROGRAM (E-Z PASS™)

RFP NO.: 38391

SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS

PRE-PROPOSAL MEETING: July 11, 2014 TIME: 10:00 A.M.

QUESTIONS DUE BY: July 22, 2014 TIME: 3:00 P.M.

PROPOSAL DUE DATE: July 29, 2014 TIME: 2:00 P.M.

CONTACT: Margaret D'Emic

PHONE: (201) 395-3410
FAX: (201) 395-3470
EMAIL: mdemic@panynj.gov

TABLE OF CONTENTS

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS 9

A. General Information: The Port Authority of New York and New Jersey 9

B. Brief Summary of Scope of Work 9

C. Deadline for Receipt of Proposals 10

D. Vendor Profile 10

E. Submission of Proposals 10

F. Communications Regarding this RFP 11

G. Proposal Acceptance or Rejection 11

H. Union Jurisdiction 11

I. City Payroll Tax 11

J. Pre-Proposal Meeting 12

K. Available Documents 12

L. Aid to Proposers 12

M. Additional Proposer Information 13

N. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits... 13

O. Contractor Staff Background Screening 13

2. SCOPE OF WORK 13

3. PROPOSER PREREQUISITES 13

4. BACKGROUND QUALIFICATION QUESTIONNAIRE (TO BE SUBMITTED DIRECTLY TO THE OFFICE OF THE INSPECTOR GENERAL 15

5. FINANCIAL INFORMATION 15

6. EVALUATION CRITERIA AND RANKING 16

7. M/WBE SUBCONTRACTING PROVISIONS 17

8. CERTIFICATION OF RECYCLED MATERIALS PROVISION 19

9. PROPOSAL SUBMISSION REQUIREMENTS....20

A. Letter of Transmittal....20

B. Executive Summary....20

C. Agreement on Terms of Discussion....21

D. Certifications With Respect to the Contractor's Integrity Provisions....21

E. Documentation of Proposer Prerequisites....21

F. Proposal....21

G. Acknowledgment of Addenda....25

H. Acceptance of Standard Contract Terms and Conditions....25

I. M/WBE Plan....25

10. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL....25

A. Changes to this RFP....25

B. Proposal Preparation Costs....25

C. Disclosure of Proposal Contents / Use of Ideas and Materials....26

D. Ownership of Submitted Materials....26

E. Subcontractors....26

F. Conflict of Interest....26

G. Authorized Signature....26

H. References....26

I. Evaluation Procedures and Negotiation....26

J. Taxes and Costs....27

K. Most Advantageous Proposal/No Obligation to Award....27

L. Multiple Contract Award....27

M. Right to Extend Contract....27

N. Rights of the Port Authority....27

O. No Personal Liability....28

11. CONTRACTOR STAFF BACKGROUND SCREENING....28

12. ATTACHMENTS....29

ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION....30

ATTACHMENT BI - CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES...31

1. General Agreement....31

2. Duration....31

3. Payment....32

4. Price Adjustment to the Average Direct Hourly Wages....33

5. Extra Work....34

6. Liquidated Damages....36

7. Actual Damages....36

8. Increases and Decreases in Areas or Frequencies....37

9. Authority of the Manager....37

10. Authority and Duties of the Manager....38

11. Insurance Procured by the Contractor....38

12. Wages, Health and Supplemental Benefits....40

ATTACHMENT BII – STANDARD CONTRACT TERMS AND CONDITIONS....46

PART I GENERAL DEFINITIONS....46

PART II GENERAL PROVISIONS....47

1. Facility Rules and Regulations of The Port Authority....47

2. Contractor Not An Agent....48

3. Contractor's Warranties....48

4. Personal Non-Liability....49

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination....49

6. Rights and Remedies of the Port Authority....49

7. Rights and Remedies of the Contractor....50

8. Submission To Jurisdiction 50

9. Harmony 50

10. Claims of Third Persons 51

11. No Third Party Rights 51

12. Provisions of Law Deemed Inserted 51

13. Costs Assumed By The Contractor 51

14. Default, Revocation or Suspension of Contract 51

15. Sales or Compensating Use Taxes 55

16. No Estoppel or Waiver 55

17. Records and Reports 55

18. General Obligations 56

19. Assignments and Subcontracting 58

20. Indemnification and Risks Assumed By The Contractor 58

21. Approval of Methods 59

22. Safety and Cleanliness 59

23. Accident Reports 60

24. Trash Removal 60

25. Lost and Found Property 60

26. Property of the Contractor 60

27. Modification of Contract 60

28. Invalid Clauses 60

29. Approval of Materials, Supplies and Equipment 61

30. Intellectual Property 61

31. Contract Records and Documents – Passwords and Codes 62

32. Designated Secure Areas 62

33. Notification of Security Requirements 62

34. Construction In Progress 65

35. Permit-Required Confined Space Work 65

36. Signs 65

37. Vending Machines, Food Preparation 65

38. Confidential Information/Non-Publication 65

39. Time is of the Essence 66

40. Holidays 66

41. Personnel Standards 67

42. General Uniform Requirements for Contractor's Personnel 67

43. Labor, Equipment and Materials Supplied by the Contractor 67

44. Contractor's Vehicles – Parking - Licenses 68

45. Manager's Authority 68

46. Price Preference 68

47. M/WBE Good Faith Participation 68

PART III CONTRACTOR'S INTEGRITY PROVISIONS 70

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information 70

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No 70

Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees 70

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York 72

or New Jersey Concerning Eligibility to Receive Public Contracts 72

4. Contractor Responsibility, Suspension of Work and Termination 72

5. No Gifts, Gratuities, Offers of Employment, Etc. 73

6. Conflict of Interest 74

7. Definitions 74

ATTACHMENT BIII (A) COST PROPOSAL FORM 77

ATTACHMENT BIII (B) CALCULATION OF AVERAGE HOURLY RATE FORM.....78

ATTACHMENT C – MW/BE PARTICIPATION PLAN 85

ATTACHMENT D- STATEMENT OF SUBCONTRACTOR PAYMENTS.....87

ATTACHMENT E - Scope of Work 89

1. E-ZPass® and All Electronic Tolling (AET) Overview 91

2. Background 91

2.1 Unpaid Toll Violations and related Administrative Fees 92

2.2 Revoked Accounts (Negative Balance) 92

2.3 Airport Parking 93

2.4 Low-Volume Transactions 93

3. Proposal Requirements 93

3.1 General 93

3.2 Staffing 94

4. Requested Services - Unpaid Toll Violations (2.1) & Revoked Accounts (2.2) 94

4.1 General 94

4.2 Staffing 95

4.3 NYCSC Interface 96

4.4 Debtor Establishment 97

4.5 Communications with Debtors 98

4.6 Dispute Resolution 98

4.7 Debtor Settlement Discussions 99

4.8 Lockbox Services 99

4.9 Reporting 100

5. Requested Service – Airport Parking (2.3) and Low-Volume Transactions (2.4) 102

5.1 General 102

5.2 Staffing 102

5.3 NYCSC Interface 102

5.4 Debtor Establishment 102

5.5 Communications with Debtor 103

5.6 Dispute Resolution 103

5.7 Debtor Settlement Discussions 103

5.8 Lockbox Services 103

5.9 Reporting 103

6. Collections Operation Plan (COP or Plan) 104

6.1 Staffing 104

6.2 Start-up 105

6.3 Operational Procedures 105

6.4 Communication Process 106

6.5 Accounting 106

6.6 Quality Assurance 106

6.7 Disaster Recovery and Continuation Plan 106

6.8 NYCSC Interface Test Plan 107

6.9 Reporting Requirements 107

6.10 Inspection and Record Keeping 107

6.11 Auditing 108

6.12 Transition 108

Appendix A - Data and Document Retention Requirements 109

ATTACHMENT F – COLLECTION VOLUMES 110

ATTACHMENT G – PORT AUTHORITY AUDIT CHECKLISTS 111

ATTACHMENT H - Certified Environmentally Preferable Products/Practices 117

ATTACHMENT I - PROPOSER REFERENCE FORM 118

ATTACHMENT J1 - NYCSC COLLECTION INTERFACE CONTROL DOCUMENTS

ATTACHMENT J2 - NYCSC COLLECTION INTERFACE CONTROL DOCUMENTS

EXHIBIT I - WAGE AND BENEFITS STATEMENT

1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PROPOSALS

A. General Information: The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (the "Port Authority" or the "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises and area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan. A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

B. Brief Summary of Scope of Work

The Port Authority is hereby seeking proposals from qualified firms to provide General Collection services for its Electronic Toll Collection Program, which consist of E-ZPass®, violations, and eventually video tolls. A brief scope of work performed for the requested services is provided below and detailed further in Attachment E – Scope of Work:

- Accept electronic file transfers from the NY E-ZPass® Customer Service Center (NYCSC) and/or the Port Authority of Toll Violations, Revoked Accounts and Other Low Volume transactions

- Accept e-mailed spreadsheets of parking violations from the Port Authority or its designee

- Pursue and work with debtors to collect amounts owed
- Provide telephone call center services for debtors
- Process and remit tolls and fees collected
- Provide detailed reports of collection activity

The term of this Contract shall be for three (3) years, with two (2) one (1)-year renewal options, commencing on or about January 1, 2015 with an operational start date on or about February 28, 2015. The period between the award date and the operational start date shall be for transition and the Contractor's development and implementation of a Collections Operation Plan as further described in the Scope of Work annexed hereto as Attachment E.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

D. Vendor Profile

To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate email address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at https://paprocure.com/Savvi.asp .

E. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and nine (9) double-sided copies of the proposal along with nine (9) compact disc (CD) copies must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the RFP Custodian at the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address as well as the Proposer's Vendor Number, if available. In addition, the outside of the package must clearly state the title of this RFP, the number of this RFP and the Proposal Due Date. Failure to properly label proposal submissions may cause a delay in identification, misdirection or disqualification of proposal submissions.

It is necessary to carry valid photo identification when attempting to gain access into the building to hand deliver proposals.

Consistent with environmentally preferable procurement practices, the Port Authority requests all documents submitted to be in a form that can be easily recycled (i.e., no plastic covers or binding) and to provide only supporting literature which directly relates to the proposal being submitted.

F. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Sr. Contracts Specialist listed on the cover page. All questions regarding this RFP should be submitted in writing to the Sr. Contracts Specialist at the email address listed on the cover page no later than 3:00 p.m. (EST) on **July 22, 2014.**

The Sr. Contracts Specialist is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Sr. Contracts Specialist nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

G. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

H. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in the "Standard Contract Terms and Conditions" hereunder.

I. City Payroll Tax

Proposers should be aware of the payroll tax imposed by the:

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes. The Port Authority exemption set forth in the Paragraph entitled "Sales or

Compensating Use Taxes", in the "Standard Contract Terms and Conditions" included herein, does not apply to these taxes.

J. Pre-Proposal Meeting

A Pre-Proposal Meeting is scheduled for **July 11, 2014 at 10:00 A.M.** at 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302

Any questions concerning this RFP should be submitted in writing prior to the meeting so that the Port Authority may prepare responses in advance of the meeting. Additional questions may be permitted at the meeting; however, responses may be deferred and provided at a later date by written addenda.

Attendance at the Pre-Proposal Meeting is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance.

Attendees interested in attending should RSVP to Chester Anderson at canderson@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions. A valid picture ID is required for all individuals attending the Pre-Proposal Meeting.

K. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Pre-Proposal Meeting.

These documents were not prepared for the purpose of providing information for Proposers on this RFP but they were prepared for other purposes, such as former other contracts or for design purposes for this or other contracts, and they do not form a part of this RFP. The Port Authority makes no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for inferences or conclusions drawn therefrom. They are made available to Proposers merely for the purpose of providing them with such information, whether or not such information may be accurate, complete, pertinent or of any value to Proposers.

Said documents are as follows:

General Collection services for the Electronic Toll Collection Program (E-Z Pass), Contract No. 4600009832.

L. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual placements. The Port Authority makes no representations, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this

Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom. Collection volumes can be found in Attachment F.

M. Additional Proposer Information

Prospective Proposers are advised that additional vendor information, including, but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

http://www.panynj.gov/business-opportunities/become-vendor.html

N. Note on Minimum Wages, Health Benefits and Supplemental Benefits Other Than Health Benefits

The Contract requirement for Minimum Hourly Wages is stated as a numeric (dollar) amount in this RFP. The requirements for Health Benefits and Supplemental Benefits other than Health Benefits are not stated with numeric values in this RFP, but it is the intention of the Port Authority to reduce those requirements to numeric values at the time of Proposal acceptance. Thus, all three categories will be subject to Audit by the Port Authority and adjustment in the event the Contractor's prices are adjusted as set forth in the Contract terms and conditions and any Underpayment Amounts in any of these categories will be subject to recovery by the Port Authority as set forth in the Contract terms and conditions.

O. Contractor Staff Background Screening

The Contractor awarded this Contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877)522-7922.

2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment E.

3. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals as only proposals from such Proposers will be considered:

A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a collections service business actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

B. During the time period as stated in (A) above, the Proposer shall have satisfactorily performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.

C. The Proposer shall demonstrate that it has earned gross revenues of at least $15 million a year for the last fiscal or calendar year from the type of services or products described herein.

D. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. With respect to subparagraph (C) above, the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites.

By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

4. BACKGROUND QUALIFICATION QUESTIONNAIRE (TO BE SUBMITTED DIRECTLY TO THE OFFICE OF THE INSPECTOR GENERAL

The Proposer shall submit to the Office of the Inspector General, **at the time of Proposal submission**, a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, sub-consultants and vendors providing services under this Contract, known to the Bidder at the time of Bid submission. **Proposers are encouraged to submit these documents in advance of the Proposal due date.** This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

5. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the Contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

A. (1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.

(2) Where the certified financial statements in (1) above are not available, then reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

B. A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

C. The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

6. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost Proposal

1. The total cost of providing the requested services.

B. Work Plan

Proposer's work plan to meet the functional requirements of the Statement of Work including, but not limited to:

2. Collection Procedures
3. Staffing
4. Debtor Establishment
5. Communications with Debtors
6. Dispute Resolution
7. Reporting
8. Quality control

C. Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP

9. Firm's experience and success in providing collection services in general and for toll agencies in particular.
10. The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar services in a similar environment using staff comparable in size to that necessary for the services to be provided hereunder.

D. Staffing Management

11. The clarity and feasibility of the Proposal, which shall include the Proposers' management philosophy and principles, including M/WBE provisions and Wage & Health Benefits Package.

E. Contractor Identify Check/Background Check Plan

12. The Proposer must submit a Background Check plan in accordance with this document, which will be considered on a "pass/fail" basis.

7. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

1) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;

2) Latino Americans of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

3) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

4) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

Dividing the services and materials to be procured into small portions where feasible;

1) Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;

2) Soliciting services and materials from M/WBEs, which are certified by the Port Authority;

3) Ensuring that provision is made for timely progress payments to the M/WBEs and;

4) Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE Participation Plan, annexed hereto as Attachment C or may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html

The M/WBE Plan submitted by the Contractor to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE's: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Please go to http://www.panynj.gov/business-opportunities/supplier-diversity.html to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights (OBDCR).

Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights

(OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at http://www.panynj.gov/business-opportunities/sd-become-certified.html. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to OBJOcert@panynj.gov . Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7819.

8. CERTIFICATION OF RECYCLED MATERIALS PROVISION

Proposers shall submit, with their proposal, Attachment H, the Certified Environmentally Preferable Products/Practices Form attesting that the products or items offered by the Proposer contain the minimum percentage of post-consumer recovered material in accordance with the most recent guidelines issued by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other applicable regulatory agencies.

Recycling Definitions:

For purposes of this solicitation, the following definitions shall apply:

a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.

b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".

c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.

d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.

e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

9. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP. This letter shall include a statement on whether the Proposer is submitting a proposal as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

4) Name and address of proposed subcontractors, if any

5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

D. Certifications With Respect to the Contractor's Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III of The Standard Contract Terms And Conditions (Attachment BII) of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the General Collection services described in this RFP, its approach to such work and the cost of such work to the Port Authority.

At a minimum, the proposal shall address the following:

1) <u>Cost Proposal</u>

   a. Proposers must provide an all-inclusive fee incorporating costs for providing all collection services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, and Low Volume Transactions calculated as a fixed percentage. The Cost Proposal form can be found in Attachment BIII (A).

   b. Proposers must provide a separate and all-inclusive fee incorporating costs for providing collection services for Airport Parking.

In addition, the Proposer shall submit a completed "Calculation of Hourly Rate" form, found in Attachment BIII (B), which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

2) <u>Work Plan</u>

a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Proposers submit a staffing plan that maximizes the use of full time employees.

c. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP.

The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

- Insurance requirements, such as:
  - general liability insurance
  - automobile insurance
  - workers' compensation insurance

- The Proposer's M/WBE Participation Plan (Attachment C), in accordance with the M/WBE Subcontracting Provisions hereunder.

- The Proposer's Certified Environmentally Preferable Products/Practices Form (Attachment H) ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service for Port Authority Tunnels, Bridges and Terminals and Aviation Facilities, including how it will determine and maintain performance measurements.

3) <u>Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP</u>

a. The Proposer shall submit a listing of all Collections Contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. For each contract listed, include:

- The name and address of the contracting party

- The locations where the work was performed

- Duration of the contract
- The approximate dollar amount of the contract
- The annual staff hours of full and part time labor expended in the performance of the contract
- A summary of the types of work performed
- The debt to collections ratio for the contract
- The names, addresses and telephone numbers of the owners
- Representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:

- Their length of service with the firm
- The anticipated function of each person on the Contract
- A summary of the relevant experience of each person listed

The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

- Collection services related training
- Security training
- OSHA safety training
- Employee motivation and incentive programs
- Health benefits information programs for employees
- Quality Assurance/Quality Control programs
- Payroll processing
- Recruitment procedures
- Staffing retention plan

- Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in Collection services and resulting benefits; and
- File Transfer capability.

4) <u>Staffing Management</u>

a. Describe the Proposer's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

b. The Proposer shall submit a Wage, Health and Supplemental Benefits Plan for the Contract.

In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, which will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits.

c. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

d. Describe the Proposer's employee retention plan for this Contract.

e. Describe the Proposer's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period.

f. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

g. Describe the Proposer's training, health benefits and workplace safety programs for this Contract.

5) <u>Contractor Identity Check/Background Screening Plan</u>

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all year's of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of ten (10) years of employment history or verification of what an employee documented they have done in the last ten (10) years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

G. Acknowledgment of Addenda

If any Addenda are sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html and download any addenda that might have been issued in connection with this solicitation.

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment BII, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

10. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were sent. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-

contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto. Attachment I, "Proposers Reference Form" is annexed hereto for Proposers to list references.

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract

negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Award

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The

holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefore in any manner whatsoever.

3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

11. CONTRACTOR STAFF BACKGROUND SCREENING

The Contractor awarded this Contract may be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense. Staff that are rejected for a credential for any reason are not reimbursable.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise

required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877)522-7922.

12. ATTACHMENTS

- Attachment A – Agreement on Terms of Discussion
- Attachment B1 – Contract Terms and Conditions for Facility Services
- Attachment BII – Standard Contract Terms and Conditions
- Attachment BIII (A) – Cost Proposal Form
- Attachment BIII (B) – Calculation of Average Hourly Rate Form
- Attachment C – M/WBE Participation Plan
- Attachment D – Statement of Subcontractor Payments
- Attachment E – Scope of Work
- Attachment F - Collection Volumes
- Attachment G – Port Authority Audit Checklists
- Attachment H - Certified Environmentally Preferable Products/Practices
- Attachment I - Proposer Reference Form
- Attachment J1 – NYCSC Collection Interface Control Documents
- Attachment J2 - NYCSC Collection Interface Control Documents
- Exhibit I - Wage And Benefits Statement

ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/foi-code.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE.

ATTACHMENT BI - CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES

CONTRACT DESCRIPTION

1. **General Agreement**

The Contractor agrees to perform General Collection services for the Port Authority's E-ZPass™ Electronic Toll Collection Program and all related areas as set forth herein, including but not limited to, the collection of unpaid toll violations and administrative fees, revoked accounts, and unpaid airport parking transactions and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the contract documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract (collectively, "Services").

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Port Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

2. **Duration**

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about January 1, 2015 on the specific date set forth in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on the day preceding the third anniversary thereof (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for two (2) one (1) year periods from the Expiration Date (herein referred to as the "Option Periods") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the Option Period on the same terms and conditions. The prices quoted by the Contractor for the third year of the Base Term shall remain in effect during this extension period without escalation.

C. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term or Option Period if exercised, subject to the same terms and conditions then in effect. The prices quoted by the Contractor for the third year of the Base Term, or second year of the Option Period, if applicable, shall remain in effect during this extension period without escalation. The Port

Authority will advise the Contractor, in writing, at least thirty (30) days prior to the applicable Expiration Date that the Contract term is so extended.

3. Payment

Subject to the provisions of this Contract, the Port Authority agrees to pay to the Contractor and the Contractor agrees to accept from the Port Authority as full and complete consideration for the performance of all its obligations under this Contract and as sole compensation for the Work performed by the Contractor hereunder, a compensation calculated from the actual quantities of Services performed and the respective prices inserted by the Contractor in the Cost Proposal Forms(s), forming a part of this Contract, exclusive of compensation under the clause hereof entitled "Extra Work". The manner of submission of all bills for payment to the Contractor by the Port Authority for Services rendered under this Contract shall be subject to the approval of the Manager in all respects, including, but not limited to, format, breakdown of items presented and verifying records. All computations made by the Contractor and all billing and billing procedures shall be done in conformance with the following procedures:

A. Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Cost Proposal Forms(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated or actual damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager. The Contractor shall submit to the Manager by the fifteenth day of the prior period (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding period accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.

B. No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.

C. In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for Services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for Services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final

Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment to the Average Direct Hourly Wages

For each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration") the Port Authority shall adjust the compensation due the Contractor for wages utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first Option Period, the Price Index shall be determined for the months of July 2016 and July 2017. The Average Direct Hourly Wage payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for July 2017 and the denominator of which is the Price Index for July 2016. The resulting products shall be the Average Direct Hourly Wage payable in the first Option Period.

For the second Option Period, the Price Index shall be determined for the months of July 2017 and July 2018. The Average Direct Hourly Wage payable in the first year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for July 2018 and the denominator of which is the Price Index for July 2017. The resulting products shall be the Average Direct Hourly Wage payable in the second year Option Period.

The Average Hourly Direct Wages and the Average Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by The Port Authority (cumulatively the "employee payments") shall be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the fraction set forth in the applicable paragraph above, and thereafter such adjusted employee payments shall be in effect and payable as though set forth in this Contract. The Contractor shall pay and provide the same to employees hereunder and shall comply with all the terms and provisions of the section of the Contract entitled "Wages, Health and Supplemental Benefits". At the commencement of each Option Period, if any, the Contractor shall submit to Port Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Average Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

The amounts payable to the Contractor during the 120-day Extension Period shall not be subject to adjustment.

If, after an adjustment referred to in this Section, the Index used for computing such adjustment shall be changed or adjusted, then the amounts payable to the Contractor for that period shall be recomputed. If such recomputation results in a smaller increase in the amount payable for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by the Port Authority (or PATH), the Contractor shall refund to the Port Authority excess amounts theretofor paid by the Port Authority for such period.

5. Extra Work

The Contractor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Manager. "Extra Work" as used herein shall be defined as work which materially differs from that expressly or impliedly required by the Specifications in their present form. Total Extra Work performed by the Contractor shall not exceed six percent (6%) of the Total Estimated Contract Price of this Contract for the entire Term of this Contract including extensions thereof, or six percent (6%) of the Total Estimated Contract Price of each Section if this Contract is awarded by separate Sections. An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Forms(s) and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

The Contractor is required to perform Extra Work pursuant to a written order of the Manager expressly recognizing such work as Extra Work. If Lump Sum or Unit Price compensation cannot be agreed upon by the parties in writing prior to the start of Work, the Contractor shall perform such Extra Work and the Contractor's compensation shall be increased by the sum of the following amounts and such amounts only: (1) the actual net cost, in money, of the labor, and material, required for such Extra Work; (2) ten percent (10%) of the amount under (1) above; (3) such rental as the Manager deems reasonable for plant and equipment (other than small tools) required for such Extra Work; (4) if the Extra Work is performed by a subcontractor, an additional five percent (5%) of the sum of the amounts under (1) through (3) above.

As used in this numbered clause (and in this clause only):

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her designee's authority to determine what employees of any category are "required for Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the

basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages and workers' compensation premiums paid pursuant to law. "Employees" as used above means only the employees of one employer.

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligation hereunder provided, such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as may be required by it, executed, acknowledged and delivered, assuring to it title to such materials, supplies, equipment, parts, and tools free of encumbrances.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Contractor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Contractor is the manufacturer or producer thereof, the reasonable cost to the Contractor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any.

The Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Manager so as to enable him/her to ascertain the time expended in the performance of the Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Contractor.

The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that he so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral

notification is provided hereunder, the Manager shall thereafter confirm the same in writing. All Extra Work shall be billed to the Port Authority on a separate invoice on a monthly basis.

6. Liquidated Damages

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the Services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications and Attachment E, Scope of Work (as the same may be modified in accordance with provisions set forth elsewhere herein), then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Port Authority shall be liquidated as follows:

A. If the Contractor fails to provide weekly, monthly and other reports as specified in the Scope of Work, the Contractor's monthly reimbursement shall be reduced by $125 per day, per occurrence, per report.

B. If the Contractor fails to send the required update file transfers to the NYCSC in the required timeframe, the Contractor's monthly reimbursement shall be reduced by $500 per day until the required files are received.

C. Files shall be acknowledged to the NYCSC within 2 hours of receipt from the NY CSC. Should the Contractor fail to successfully process and acknowledge any file within the required time frame, the Port Authority shall have the right to assess $100 for each incident that exceeds 2 hours, but is less than 4 hours and $500 for each incident that is equal to or exceeds 4 hours.

D. In the event the Contractor fails to respond to customer complaints in the required timeframe of seventy-two (72) hours, the Port Authority shall have the right to assess $125 for each incident that exceeds 72 hours, plus $50 for every additional 24 hours. The Manager shall determine whether the Contractor has performed in a satisfactory manner and his/her determination shall be final, binding and conclusive upon the Contractor.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of Contractor's unsatisfactory performance or Contractor's failure to perform, and shall not constitute a waiver of the Port Authority's rights and remedies hereunder.

7. Actual Damages

The Contractor acknowledges that its performance is critical to the operation of the Port Authority in so much as the Services to be provided pursuant to this Agreement directly involve the Port Authority's revenue and customer service. The Contractor agrees that the actual damages set forth below are fair and reasonable and shall be incurred by the Contractor in the event of unsatisfactory performance:

The Contractor shall reimburse the Authority for any revenue, which the Port Authority identifies as having been lost due to the fault of the Contractor. The Port Authority may choose, in its sole discretion, to recover such lost revenue from the Contractor by deducting such amounts from

payments otherwise due and owing from the Port Authority to the Contractor. Lost revenue includes, but is not limited to, such events as lost collection placements, errors or delays in the pursuit of collection activities beyond thirty (30) days of transmittal of individual collection placements to the Contractor and errors related to the transfer or deposit of funds.

8. **Increases and Decreases in Areas or Frequencies**

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the Services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than seven days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas or frequencies, the Contractor's compensation will be adjusted to reflect such change in areas or frequencies as set forth on the Cost Proposal Forms(s).

Where no specific Unit Price has been quoted for the type of Services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change whether increase or decrease in areas or frequencies calculated from the quantities of Services to be performed, which in the opinion of the Manager, are necessary to complete the work, by multiplying a unit of measure determined for the Services, by the negotiated rate.

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequencies will be implemented which results in a total increase or decrease in compensation that is greater than 50% of the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, 50% for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

9. **Authority of the Manager**

Inasmuch as the public interest requires that the Work to which this Contract relates shall be performed in the manner which the Port Authority, acting through the Manager, deems best, the Manager shall have absolute authority to determine what is or is not necessary or proper for or incidental to the portion thereof specified in the clause hereof entitled "General Agreement" and the Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

10. Authority and Duties of the Manager

In the performance of the Contract, the Contractor shall conform to all orders, directions and requirements of the Manager of the locations as set forth herein and shall perform the Contract to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he may require, and the Contract shall at all stages be subject to his inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or men to which the Manager objects. Upon request, the Contractor shall confirm in writing any oral order, direction, requirements or determination.

11. Insurance Procured by the Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $ 2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $2 million combined single limit per accident for bodily injury and property damage liability.

Comprehensive Crime Insurance covering loss of money inside or outside the premises by reason of larceny, theft, burglary or fraud committed by an employee of the Contractor or non-employee, which shall be in a limit of not less than $400,000 per occurrence.

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

"The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority."

The Contractor shall also take out, maintain, and pay premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than $1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contract Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS# 4513N]*

12. Wages, Health and Supplemental Benefits

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Collections Supervisor, Manager, Assistant Manager, and other administrative personnel performing such duties exclusively.

2) "Full Time Employee" (F.T.E.) shall mean any person or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.

7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.

8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.

9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.

12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

Senior Collections Representative

$23.12 (per hour) – First Year

TBD (per hour) – Second Year

TBD (per hour) – Third Year

D. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.

2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:

   a. up to and including family coverage, as applicable

   b. inpatient hospital services

   c. outpatient surgical facility

   d. emergency room services

   e. prenatal services

   f. well visits/immunizations/routine visits for illness

   g. prescription drug benefit

3) The Cost of Health Benefits shall be as set forth in the Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:

   a. The Contractor's and subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;

   b. The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

c. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.

2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.

3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the

Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

H. Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its

subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

ATTACHMENT BII – STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

a. Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

o The principal place of business must be located in New York or New Jersey;
o The firm must have been in business for at least three years with activity;
o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility Rules and Regulations of the Port Authority now in effect, and such further reasonable Rules and Regulations which may from time to

time during the term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. **Contractor Not An Agent**

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. **Contractor's Warranties**

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;

b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;

c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;

d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;

e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a

representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability
Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Contractor with any liability, or held personally liable to the Contractor under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

5. **Equal Employment Opportunity, Affirmative Action, Non-Discrimination**
   a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.
   b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority
The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:
   a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.
   b. The right to cancel this Contract as to any or all of the Work yet to be performed.
   c. The right to specific performance, an injunction or any appropriate equitable remedy.
   d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would

have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to estop it from exercising such other rights or remedies.

7. **Rights and Remedies of the Contractor**
Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. **Submission To Jurisdiction**
The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. **Harmony**

a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor

shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the Contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. **Claims of Third Persons**
The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. **No Third Party Rights**
Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. **Provisions of Law Deemed Inserted**
Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. **Costs Assumed By The Contractor**
It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. **Default, Revocation or Suspension of Contract**

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or
3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of

this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as

provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the Contractor's services under this Contract is exempt from Taxes. Accordingly, the Contractor must not include Taxes in the price charged to the Port Authority for the Contractor's services under this Contract. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which

records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

Upon request of the Port Authority, the Contractor shall furnish or provide access to the federal Form I-9 (Employment Eligibility Verification) for each individual performing work under this Contract. This includes citizens and noncitizens.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other

authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements is not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

The Contractor shall not do or permit to be done any act which:

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, the Port Authority, third persons(including Contractor's employees, employees, officers, and agents of the Port Authority), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority)or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. **Approval of Methods**

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. **Safety and Cleanliness**

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink

closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. **Accident Reports**
The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. **Trash Removal**
The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. **Lost and Found Property**
The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. **Property of the Contractor**

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.
b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. **Modification of Contract**
This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. **Invalid Clauses**
If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been

made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. **Approval of Materials, Supplies and Equipment**

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. **Intellectual Property**

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. **Contract Records and Documents – Passwords and Codes**

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. **Designated Secure Areas**

Services under the Contract may be required in designated secure areas, as the same may be designated by the Manager from time to time ("Secure Areas"). The Port Authority shall require the observance of certain security procedures with respect to Secure Areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein. All personnel that require access to designated secure areas who are not under positive escort by an authorized individual will be required to undergo background screening and personal identity verification.

Forty-eight (48) hours prior to the proposed performance of any work in a Secure Area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to Secure Areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the Secure Areas which will be in effect on the commencement date. The description of Secure Areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. **Notification of Security Requirements**

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents, sensitive security construction sites and facilities (including rental spaces) to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Execution of Port Authority Approved Non-disclosure Agreements
  At the direction of the Port Authority, the Contractor shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.
- Contractor/ Subcontractor identity checks and background screening

The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

The Contractor may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Contractor/subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Contractor and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at http://www.secureworker.com, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

  No person will be permitted on or about the Authority construction site or facility (including rental spaces) without a facility-specific photo identification credential approved by the Authority. If the authority requires facility-specific identification credential for the Contractor's and the subcontractor's staff, the Authority will supply such identification at no cost to the Contractor or its subcontractors. Such facility-specific identification credential shall remain the property of the Authority and shall be returned to the Authority at the completion or upon request prior to completion of the individual's assignment at the specific facility. It is the responsibility of the appropriate Contractor or subcontractor to immediately report to the Authority the loss of any staff member's individual facility-specific identification credential. The Contractor or subcontractor shall be billed for the cost of the replacement identification credential. Contractor's and subcontractor's staff shall display Identification badges in a conspicuous and clearly visible manner, when entering, working or leaving an Authority construction site or facility.

  Employees may be required to produce not less than two forms of valid/current government issued identification having an official photograph and an original, unlaminated social security card for identify and SSN verification. Where applicable, for sensitive security construction sites or facilities, successful completion of the application, screening and identify verification for all employees of the Contractor and subcontractors shall be completed prior to being provided a S.W.A.C. ID Photo Identification credential.

- Access control, inspection, and monitoring by security guards

  The Authority may provide for Authority construction site or facility (including rental spaces) access control, inspection and monitoring by Port Authority Police or Authority retained contractor security guards. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work and that of its subconsultant/subcontractor's and service suppliers at the Authority construction site or facility (including rental spaces). In addition, the Contractor,

subcontractor or service provider is not permitted to take photographs, digital images, electronic copying and/or electronic transmission or video recordings or make sketches on any other medium at the Authority construction sites or facilities (including rental spaces), except when necessary to perform the Work under this Contract, without prior written permission from the Authority. Upon request, any photograph, digital images, video recording or sketches made of the Authority construction site or facility shall be submitted to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

The Contract may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this agreement and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Contractor to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. The following is an outline of some of the procedures, obligations and directives contained in the Handbook:

(1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;

(2) require that individuals needing access to PI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook,

(3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;

(4) specific guidelines and requirements for the handling of PI to ensure that the storage and protection of PI;

(5) restrictions on the transfer, shipping, and mailing of PI;

(6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing PI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to PI, from viewing such information;

(7) require that PI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;

(8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.

(9) prohibit the publication, exchange or dissemination of PI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;

(10) require that PI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status,

confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

34. **Construction In Progress**
The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. **Permit-Required Confined Space Work**
Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. **Signs**
Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. **Vending Machines, Food Preparation**
The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. **Confidential Information/Non-Publication**
a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

b. Confidential information shall also mean and include collectively, as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of November 14, 2013)*, Protected Information, Confidential Proprietary Information, Confidential Privileged Information and information that is labeled, marked or otherwise

identified by or on behalf of the Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. Confidential Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Authority or a third-party or when the Authority receives such information from others and agrees to treat such information as Confidential.

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder shall not, during or after the termination or expiration of this Contract, disclose to any person, firm or corporation, nor use for its own business or benefit, any information obtained by it under or in connection with the supplying of services contemplated by this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not violate in any manner any patent, copyright, trade secret or other proprietary right of the Authority or third persons in connection with their services hereunder, either before or after termination or expiration of this Contract. The Contractor and the personnel provided by the Contractor hereunder shall not willfully or otherwise perform any dishonest or fraudulent acts, breach any security procedures, or damage or destroy any hardware, software or documentation, proprietary or otherwise, in connection with their services hereunder. The Contractor shall promptly and fully inform the Director/General Manager in writing of any patent, copyright, trade secret or other intellectual property rights or disputes, whether existing or potential, of which the Contractor has knowledge, relating to any idea, design, method, material, equipment or other matter related to this Contract or coming to the Contractor's attention in connection with this Contract.

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. **Time is of the Essence**
Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. **Holidays**
The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. **Personnel Standards**
In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

The Contractor shall verify that employees working under this Contract in the United States are legally present in the United States and authorized to work by means of the federally required I-9 program

42. **General Uniform Requirements for Contractor's Personnel**
In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. **Labor, Equipment and Materials Supplied by the Contractor**
The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site. The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions. Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all applicable regulations.

44. **Contractor's Vehicles – Parking - Licenses**
At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. **Manager's Authority**
In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. **Price Preference**
If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding $1,000,000, for:
(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE), certified by the Port Authority by the day before the bid opening.
If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. **M/WBE Good Faith Participation**
If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as herein defined, in all purchasing and subcontracting opportunities associated with this Contract, including purchase of equipment, supplies and labor services.
Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.
b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained on the Port Authority Website at http://www.panynj.gov/business-opportunities/supplier-diversity.html or by contacting the Port Authority's Office of Business Diversity and Civil Rights at (212) 435-7819 or seeking MBEs/WBEs from other sources.
d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Either prior or subsequent to Contract award, the Contractor may request a full or partial waiver of the M/WBE participation goals set forth in this Contract by providing documentation demonstrating to the Manager, for approval by the Port Authority's Office of Business Diversity and Civil Rights, that its good faith efforts did not result in compliance with the goals set forth above because participation by eligible M/WBEs could not be obtained at a reasonable price or that such M/WBEs were not available to adequately perform as subcontractors. The Contractor shall provide written documentation in support of its request to the Manager. The documentation shall include, but not be limited to, documentation demonstrating good faith efforts as described above, which may include, proof that the Authority's directory does not contain M/WBEs in this specific field of work, a list of organizations contacted to obtain M/WBEs, and/or a list of M/WBEs contacted and their price quotes. If approved by the Authority's Office of Business Diversity and Civil Rights, the Manager will provide written approval of the modified or waived M/WBE Participation Plan.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, annexed hereto as an attachment. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

If, during the performance of this Contract, the Contractor fails to demonstrate good faith efforts in carrying out its M/WBE Participation Plan and the Contractor has not requested and been granted a full or partial waiver of the M/WBE participation goals set forth in this Contract, the Authority will take into consideration the Contractor's failure to carry out its M/WBE Participation Plan in its evaluation for award of future Authority contracts.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of fifty thousand dollars ($50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of

either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the Bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

g. no person or organization has been retained, employed or designated on behalf of the Bidder to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or request for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsiveness or non-responsibility.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids and the term of the Contract, if Bidder is awarded the Contract, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. **Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts**

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its

continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

5. **No Gifts, Gratuities, Offers of Employment, Etc.**
At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Contract or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Contractor, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled "No Gifts, Gratuities, Offers of Employment, Etc.", it shall report such occurrence to the Port Authority's Office of Inspector General within three (3) business days of obtaining such knowledge. (See "http://www.panynj.gov/inspector-general" for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996, (a copy of which is available upon request to the Office of the Secretary of the

Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

6. **Conflict of Interest**
During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. The Director may require the Contractor to submit a mitigation plan addressing and mitigating any disclosed or undisclosed conflict, which is subject to the approval of the Director and shall become a requirement, as though fully set forth in this Contract. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract, which results, directly or indirectly, from the Services provided by the Contractor hereunder. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. **Definitions**
As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

ATTACHMENT BIIIA - COST PROPOSAL FORM

1. Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black, where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

b. All Proposers are asked to ensure that all charges quoted for similar operations in the Contract are consistent.

c. Prices must be submitted for each Item required on the Cost Proposal Form.

d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Contract Price, as required, based upon the applicable Cost Per Unit inserted by the Proposer, which amount shall govern in all cases.

e. In the event that a Proposer quotes an amount in the Estimated Price column but omits to quote a Cost Per Unit for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Cost Per Unit.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment".

g. The "Cost Per Unit" shall be deemed to include all items of cost, including but not limited to, materials, labor, equipment, salaries, benefits, insurance, administrative overhead, any applicable fees and profit necessary to perform the Services as indicated in this Contract, whether the aforementioned are actually employed in the furnishing of such Service or whether incidental thereto.

ATTACHMENT BIII (A) COST PROPOSAL FORM

Proposers must provide an all-inclusive fee incorporating costs for providing all Services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, Low Volume Transactions and Airport Parking calculated as a fixed percentage.

A	B	C	D
DESCRIPTION	ESTIMATED THREE (3) YEAR COLLECTIONS	COST PER UNIT	ESTIMATED CONTRACT PRICE, THREE (3) YEARS (Column B X Column C)
Violations	$13.3 M	%	$
Revoked Accounts	$444,000	%	$
Low Volume Transactions	$100,000	%	$
Airport Parking	$668,000	%	$
TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE			$

The Estimated collection numbers are here for comparison purposes only and are not guaranteed by the Port Authority.

The Cost Per Unit inserted above shall remain firm throughout the three (3) year base term and any option period(s), if exercised.

ATTACHMENT BIII (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Proposer or Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Proposer or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SR. COLLECTIONS REPRESENTATIVE
Year 1

MINIMUM WAGE: $23.12

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) $_____ sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.Y.S.U.I./ N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____
RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVE	$_____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$_____
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SR. COLLECTIONS REPRESENTATIVE
YEAR 2

MINIMUM WAGE: $23.28

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) $_____ sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.Y.S.U.I./ N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____
RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVES	_____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$_____
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$_____

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SR. COLLECTIONS REPRESENTATIVE
YEAR 3

MINIMUM WAGE: $23.44

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $_____
NUMBER OF EMPLOYEES _____

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $_____

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$_____	_____
VACATION ALLOWANCE	$_____	_____
SICK TIME ALLOWANCE	$_____	_____
PENSION	$_____	
WELFARE	$_____	
OTHER SUPPLEMENTAL BENEFITS	$_____	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) $_____ sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$_____
N.Y.S.U.I./N.J.S.U.I.	$_____
F.U.I.	$_____
WORKERS' COMPENSATION	$_____
GENERAL LIABILITY INSURANCE	$_____
DISABILITY INSURANCE	$_____
OTHER TAXES AND INSURANCE	$_____
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$_____
UNIFORMS	$_____
EQUIPMENT	$_____
MATERIALS	$_____
SUPPLIES	$_____
RELIEF	$_____
ROLL CALL	$_____
OTHER COMPONENTS NOT SPECIFIED ABOVES	_____
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$_____
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$_____

PROCUREMENT M/WBE PARTICIPATION PLAN

PA 3749B/12-11

Office of Business Diversity and Civil Rights

PAGE: _____ OF _____

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: _____

Proposer/Bidder Name: _____

Mailing Address: _____

Telephone Number: _____

Contract Description: _____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
			TOTAL:		

Signature of Contractor: _____

Print Name: _____

Title: _____ Date _____

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____

OBDCR Business Development Representative

Print Name: _____ Date _____

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 8. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part 1, Section 17of the contract book, the bidder shall submit this form as the M/WBE Participation Plan and/or best efforts documentation with their bid to the Procurement Department.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business Diversity and Civil Rights via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

ATTACHMENT D- STATEMENT OF SUBCONTRACTOR PAYMENTS

INSTRUCTIONS FOR STATEMENT OF SUBCONTRACTOR PAYMENT

Attached is the Statement of Subcontractor Payments form, which shall be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

Statement of Subcontractor Payments

M/WBE Participation Report

Contract/PO No.:_____ Date of Invoice_____

Contract Title: _____ Committed M/WBE Goals: M_____ W_____

Prime Contractor Name:_____

Contract/PO Amount: _____ Award date:_____

Completion date:_____

PA Project Manager:_____ M/WBE Participntion to date M_____ W____

Subcontractor's Name	Description of Work Performed or Materials Supplied by Subcontractor	Subcontractor's Address & Phone No.	M/WBE Status	Total Contract Amount Awarded to Sub	Total of Sub's Previous Requests	Amount Paid Sub to date	Amount of This Request

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Signature_____ Print Name _____ Title_____ Telephone _____

ATTACHMENT E - Scope of Work

Contents

1. E-ZPass® and All Electronic Tolling (AET) Overview
2. Background
   - 2.1 Unpaid Toll Violations and related Administrative Fees
   - 2.2 Revoked Accounts (Negative Balance)
   - 2.3 Airport Parking
   - 2.4 Low-Volume Transactions
3. Proposal Requirements
   - 3.1 General
   - 3.2 Staffing
4. Requested Services - Unpaid Toll Violations (2.1) & Revoked Accounts (2.2)
   - 4.1 General
   - 4.2 Staffing
   - 4.3 NYCSC Interface
   - 4.4 Debtor Establishment
   - 4.5 Communications with Debtors
   - 4.6 Dispute Resolution
   - 4.7 Debtor Settlement Discussions
   - 4.8 Lockbox Services - Separate lockboxes shall be established, maintained and reported on for E-ZPass and Airport Parking
   - 4.9 Reporting - Separate reporting and invoicing shall be done for E-ZPass, Airport Parking and low volume transactions

5. Requested Service – Airport Parking (2.3) and Low-Volume Transactions (2.4)

5.1 General

5.2 Staffing

5.3 NYCSC Interface

5.4 Debtor Establishment

5.5 Communications with Debtor

5.6 Dispute Resolution

5.7 Debtor Settlement Discussions

5.8 Lockbox Services

5.9 Reporting

6. Collections Operation Plan

6.1 Staffing

6.2 Start-up

6.3 Operational Procedures

6.4 Communication Plan

6.5 Accounting

6.6 Quality Assurance

6.7 Disaster Recovery and Continuation Plan

6.8 NYCSC Interface Test Plan

6.9 Reporting Requirements

6.10 Inspection and Record Keeping

6.11 Auditing

6.12 Transition

Appendix - A Data and Document Retention Requirements

1. E-ZPass® and All Electronic Tolling (AET) Overview

The Port Authority is responsible for the operation of the E-ZPass electronic toll collection system on its six bridge and tunnel toll facilities, which include the George Washington Bridge Bayonne Bridge, Outerbridge Crossing, Goethals Bridge, and the Lincoln and Holland Tunnels. E-ZPass customers establish and fund accounts from which tolls are deducted. In addition to its bridge and tunnel toll facilities, the Port Authority is also responsible for the operation of the parking lots at John F. Kennedy International, Newark Liberty International, LaGuardia and Stewart International Airports, all of which utilize E-ZPass for payment, referred to as E-ZPass Plus. The Port Authority will have the Bayonne Bridge operating under All-Electronic Tolling (AET). AET accounts are post-paid accounts created based upon license plate images taken when vehicles cross a tolling point. Invoices are mailed to the registered vehicle owner. As part of the E-ZPass program, the New York Customer Service Center (NYCSC) has been established to maintain customer accounts and initiate the pursuit of E-ZPass violators (individuals who do not pay the toll when due). The Port Authority has contracted with Xerox State & Local Solutions, Inc. for the operation of the NYCSC. Xerox manages active accounts; opens and closes accounts; collects pre-paid toll deposits and violations payments; processes toll violations; processes non-toll (parking) transactions; operates the telephone call center; and, provides reporting functions.

The operation of E-ZPass at a typical toll lane is as follows: A vehicle using E-ZPass is equipped with an electronic transponder, commonly referred to as a "tag". When the vehicle passes through a toll lane, an antenna in the lane "reads" the information on the tag. Data collected in the toll lanes are stored as transactions on the central host computer(s) The NYCSC periodically retrieves transactions from the host computer(s) and processes them according to a set of business rules (cash toll transactions are not processed by the NYCSC). These transactions are generally grouped as either E-ZPass transactions or Toll Evasion Transactions (Violations). The NYCSC uses information retrieved from the tag to deduct money from the E-ZPass customer's prepaid account balance. For violations, the NYCSC requests the name and address of the registered vehicle owner from the appropriate Department of Motor Vehicles. Once a name and address are received, notices are sent by the NYCSC requesting payment of the tolls and associated fees. Violations that remain unpaid after two notices shall be escalated to Contractor, for collection, and Contractor shall be entitled to a percentage of net funds collected (adjusted for Non-Sufficient Funds (NSF)), in collection status.

The Contractor will be required to adhere to the Fair Debt Collection Practices Act and all applicable federal, state and local laws and regulations, demonstrate a commitment to integrity and professionalism, and ensure confidentiality regarding personal information, while maximizing the recovery of amounts owed.

2. Background

There are four areas, as described in the following paragraphs, for which collection services are needed. The first two categories – unpaid violations and revoked accounts – constitute

the vast majority of transactions since the NYCSC shall transfer unpaid violation and revoked account placement files to Contractor daily. Transactions in the remaining two categories -- airport parking charges and other ad hoc, low-volume transactions – shall be transferred to the Contractor by spreadsheet on an as-needed basis.

2.1 Unpaid Toll Violations and related Administrative Fees

Currently, a toll violation occurs at Port Authority Facilities when a vehicle goes through a tolling point and neither a valid E-ZPass transponder (tag) is detected nor a cash payment is made. When a violation is detected in the lane, a license plate image and a toll transaction data record indicating non-payment is generated. This data is forwarded to the NYCSC for review to determine if the vehicle license plate is associated with a valid E-ZPass customer account. If so, the account is debited for the toll amount and the process ends. If no match to a valid account is found, the license plate number is sent to the appropriate state Division of Motor Vehicles (DMV) in order to obtain the name and address of the registered vehicle owner. The NYCSC then sends a notice to the registered owner requesting the toll and a related administrative fee (currently fifty dollars). If payment or partial payment are not received within thirty days, a second notice is sent. If payment or partial payment are still not received within thirty days after the second notice, the NYCSC shall forward the violation transaction to the Contractor.

The Port Authority is planning to implement All-Electronic Tolling (AET) on the Bayonne Bridge, beginning sometime in 2015. With AET, there is no cash collection in the toll plaza; customers either use E-ZPass or have an image taken of their license plate (video toll). However, unlike today, instead of generating a violation notice upon obtaining the registered owner information from the DMV, under AET a toll invoice will be sent, requesting payment of the toll due. AET video toll customers will receive two opportunities, with thirty days each, to pay their invoices, before receiving a notice of violation. If they still fail to pay their violation notice, there is no second violation notice and, instead their account will be escalated to the Contractor.

2.2 Revoked Accounts (Negative Balance)

Today, all Port Authority E-ZPass accounts are supposed to be pre-funded. The NYCSC periodically issues account statements to E-ZPass customers showing account activity including pre-paid balances. Account information is also available to customers at any time through the E-ZPass New York website or by calling the E-ZPass NYCSC. E-ZPass customers can replenish their prepaid account balances via cash, check, or recurring or one-time credit card or ACH payments. If a customer fails to maintain a sufficient prepaid balance on his/her E-ZPass account, the account could fall into negative status as additional toll and non-toll transactions and/or fees are applied. If an account is in a negative status for thirty consecutive days, the NYCSC sends the customer an account revocation-warning letter. If the customer still does not make payment within the next thirty consecutive days, the customer is issued a letter advising him/her that the account has been revoked. As part of the revocation process, a revocation fee (currently twenty-five dollars) and a tag fee (currently

sixteen dollars per interior tag and twenty-two dollars per exterior tag) are assessed to the account. The NYCSC forwards Revoked Account information to the Contractor. Once an account is revoked, tolls and fees will no longer be debited from the account and the amount owed for this specific account will not increase. Customers with revoked accounts are no longer treated as E-ZPass customers, and violation notices are issued for any future tolls.

2.3 Airport Parking

When a customer uses his/her E-ZPass to pay for airport parking, any transactions totaling less than twenty dollars are deducted directly from the E-ZPass pre-paid account balance. Transactions of twenty dollars or more are charged directly to the credit card on file with E-ZPass. The E-ZPass credit card charge is not validated at the time of the transaction, but rather NYCSC provides a batch daily to the credit card provider associated with the E-ZPass account. Transactions are batched daily by the parking management company, which is contracted by the Port Authority to operate the parking lots.

If the credit card provider rejects a credit card transaction, notices are sent to the E-ZPass account holder. If no payment is received after thirty days of issuing the first letter, a second letter is sent. If no payment is received within fifteen days of issuing the second letter, the debt is forwarded to the Contractor, typically during the first week of each calendar month.

Non-E-ZPass customers can also pay for parking transactions directly with a credit card. These transactions are usually submitted to the credit card processor for validation at the time of the transactions. However, in some case, these transactions may also be batched and submitted at a later time. If these transactions are later rejected by the credit card processor, the debt will be forwarded to the Contractor, typically during the first week of each calendar month. These transactions are provided via spreadsheets.

2.4 Low-Volume Transactions

From time to time, the NYCSC may also forward miscellaneous E-ZPass related collection items to the Contractor that do not fall into any of the categories defined above. These items are transmitted via spreadsheets.

3. Proposal Requirements

3.1 General – The Contractor shall:

a. Provide a list of all industry certifications held and their significance. The Contractor shall provide any industry rankings it holds, the length of time it has held those rankings and the significance of those rankings.

b. Comply with current Payment Card Industry (PCI) standards and provide the firm's last assessment from its Qualified Security Assessor (QSA) and Approved Scanning Vendor (ASV).

c. Describe its analytics and how they contribute to its success (i.e. probability of collection, demographics etc.).

d. Describe all software programs used, how they are used, and whether they are proprietary. Give as much detail as possible regarding its capabilities. Provide samples of metrics and scorecards for recovery and whatever internal performance measurements they utilize.

e. Provide its current recovery rate (in as much detail as possible) by industry and year, and describe how the recovery rate is calculated. The Port Authority is especially interested in recovery rates in the toll industry, if available.

f. Demonstrate a capability to collect in all 50 States and Canada including acceptable payment methods.

g. Provide examples of reports already used that may be helpful in ensuring the program's success and in meeting the reporting requirements of Section 4.9.

3.2 Staffing

a. The Contractor shall describe its training program in detail, including hours of initial training, re-training and Port Authority training.

b. The Contractor shall state the staffing ratio for front line Supervisors to front line collectors.

c. The Port Authority reserves the right to remove any personnel assigned to the collection process.

4. Requested Services - Unpaid Toll Violations (2.1) & Revoked Accounts (2.2)

4.1 General – The Contractor Shall:

a. Comply with current Payment Card Industry (PCI) standards. Maintenance PCI compliance throughout the term and any extensions of the Contract and provide documentation annually confirming their compliance from a Quality Security Assessor. In addition, the Contractor performs quarterly vulnerability scanning and an annual penetration test to be performed by an Approve Scanning Vendor.

b. Maintain a professional demeanor at all times. Note that any harassment or alleged harassment on the part of the Contractor in carrying out the Scope of Work under this Contract against any debtors or other individuals or entities may result in the immediate termination of the Contract.

c. For all placements referred by the NYCSC and /or the Port Authority, the Contractor will contact the individuals and business entities, and work to recover the unpaid amounts owed to the Port Authority. The work will include all tasks necessary to collect all outstanding amounts as identified by the NYCSC and/or the Port Authority. The Contractor will take all direction from and address all questions to the Port Authority Program Manager, unless otherwise specified.

d. The Port Authority (or assignee) will notify the Contractor of any debtors who "Direct Pay" after receiving a collection letter from the Contractor. Direct Pay shall mean debtors who pay the Port Authority or NYCSC directly, after receiving collection notices from the Contractor.

e. Outstanding debt from the previous collection vendor will be turned over to the Contractor at the start of the Contract.

f. Upon notification by the Port Authority, the Contractor shall immediately stop all or any collection activity. The Port Authority reserves the right to reevaluate, adjust, cancel or recall any placements (violations, revoked accounts, or other) assigned for collections. Contractor shall return accounts to the Port Authority upon recall for any reason at no cost to the Port Authority. Any recalled accounts shall be closed at the Contractor and no fee shall be charged on any collections subsequent to the recall.

g. Contractor shall have an account management system (AMS) that allows linking of multiple violations under a customer account. The AMS shall include accounts and sub accounts, ability to report total amount due, amount paid based on account name and account number at any given time.

h. AMS shall have the capability to distinguish NYCSC or Port Authority payments vs. Contractor payments, dismissals, adjustments, etc.

i. AMS shall have multiple account status' with ability to update.

4.2 Staffing

a. The Contractor shall provide sufficient collection staffing and procedures to perform all collection tasks and functions detailed in this Scope of Work. All staff shall be hired and fully trained prior to commencing operations.

b. The Contractor shall provide a full-time staff member (Collections Representative) to assist the Port Authority in the resolution of customer disputes related to collection, and to act as a liaison between the Contractor and the NYCSC. The Collections Representative will be stationed at the Port Authority offices to be located at 4 World Trade Center, New York, NY and report to the Port Authority Program Manager, E-ZPass Customer Service. During the course of the Contract, the Port Authority office could be moved to

another location in NYC or Northern NJ. The Contractor shall provide on-line access to its database so that the Contractor's staff representative can obtain real-time information about the status of any given account.

The Collections Representative assigned to the Port Authority should have a minimum of five years of experience in debt collection. The Collections Representative assigned to the Port Authority may, at the sole discretion of the Port Authority, be required to sign Non-Disclosure Agreements with other contractors or consultants hired by the Port Authority.

c. In addition the Contractor shall have at least one Spanish-speaking collector, dedicated to the Port Authority project, on staff at all times. The Contractor shall list all languages that it can support in both spoken and written means.

4.3 NYCSC Interface

The Port Authority will refer accounts for collection to the Contractor by directing the NYCSC to transfer separate "placement" files to the Contractor each day – one for unpaid Toll Violations and related administrative fees, and the other for Revoked Accounts.

The Contractor will be required to send and accept these data files as described herein.

Attachments J1 and J2 entitled "NYCSC Collection Interface Control Documents" (ICD) describes the file names and structure for the header, detailed and trailer records of each file that will be sent to the Contractor from the NYCSC and sent from the Contractor to the NYCSC.

a. Placement File:

Each day, a Violation Transaction File and a Revoked Account File, with new Collection Accounts, are sent to the Contractor from the NYCSC.

b. Update File – Update to Accounts already placed with Contractor:

After Violation Transactions and Revoked Accounts have been placed with the Contractor, activity may occur which will affect individual amounts outstanding. These activities may include payments received by the NYCSC, payments received by the Port Authority, tags returned that result in a credit to the account, other financial adjustments, etc. The NYCSC will send an Update File to the Contractor to adjust the amounts due. Update files will be sent to the Contractor with the same frequency as Placement Files.

c. Return File:

Once the Contractor has collection activity related to individual Violations or Revoked Accounts, it shall report on a daily basis any payments, dismissals, updates to addresses at the NYCSC and uncollectables in a file to the NYCSC.

d. Collections Acknowledgement File – From CONTRACTOR to NYCSC:

The Contractor shall acknowledge the receipt of both Placement and Update files through acknowledgement files. Files shall be acknowledged to the NYCSC within two (2) hours of receipt from the NYCSC. The intent is to confirm proper transmission of these files and the ability to open, read and process the records included in the files. Any discrepancies must be immediately reconciled. Any unresolved discrepancies shall be escalated to the Port Authority within 48 hours.

e. NYCSC Acknowledgement File – From NYCSC to CONTRACTOR:

The NYCSC will acknowledge the receipt of the Return File through an acknowledgement file. The intent is to confirm proper transmission of the Return File and the ability to open, read and process the records included in the files. Any discrepancies must be immediately reconciled between the Contractor and NYCSC provider. Any unresolved discrepancies must be escalated to the Port Authority Program Manager within 48 hours.

The Contractor shall receive and transfer all data files between its systems and the NYCSC using Secure FTP, as required.

The Contractor shall have the ability to receive and manage the file transfer described herein and adhere to these file structures.

4.4 Debtor Establishment – The Contractor shall:

a. Establish a method to organize and track individual placements by debtor to more efficiently perform collection activities, as well as prevent multiple contacts to a single debtor.

Note: A debtor may have both Violation Account placements and Revoked Account placements. These placements shall be reported back separately to both the Port Authority and the NYCSC.

b. Utilize methods to locate delinquent debtors and collect payment (e.g. skip tracing, etc.). The Proposal shall indicate which methods the Contractor will use, and how.

c. Keep detailed electronic records of every contact made with a debtor. This includes letters, automated phone calls, live phone calls, deals made, etc. (See Appendix A, Data and Document Retention Requirements, attached hereto).

d. Retain copies of checks, remittance and deposit slips sent from the lockbox (bank) as evidence of payments deposited. (See Appendix A Data and Document Retention Requirements).

4.5 Communications with Debtors - The Contractor shall:

a. Send a hard copy letter as its first communication with the debtor.

b. Provide a toll-free number, which shall be available with a live-service representative during normal business hours (8 a.m. to 5 p.m., Monday through Friday EST) on all written correspondence to debtors to enable debtors to make inquiries, assert discrepancies and log complaints. The Contractor shall respond to customer complaints within seventy-two (72) hours of receipt. The toll-free number shall be available with an Interactive Voice Response System (IVR) twenty-four (24) hours a day/seven (7) days a week, and shall provide detailed information to the debtor and accept credit card or ACH payments. The Contractor shall provide a detailed description of its telephone system both for out-going calls and for in-coming calls.

c. Provide remote access to the Port Authority to monitor live and recorded debtor/collector telephone calls. The Contractor shall state if remote access is available and if there are any restrictions. If remote access is not available, the Contractor shall state that this is the case, and explain how it will be remedied before Contract award, should a bid be successful.

d. Provide information on outstanding balances, general payment instructions and other relevant debtor information over the phone (with approved caller identification). The Contractor shall maintain an automated system to log each debtor inquiry and the actions taken in response to such inquiry. This information shall be available in a report at the request of the Port Authority.

e. Maintain an automated system to record calls with debtors for training purposes and caller-dispute resolution.

4.6 Dispute Resolution

1. The Contractor shall establish procedures for handling debtor complaints and debtor-related disputes and discrepancies. Procedures shall include provisions for escalation to higher supervisory levels. Throughout the term of this Contract, the Contractor shall use reasonable efforts to implement requested modifications by the Port Authority. At a minimum the procedures shall:

    i. Inform debtors who wish to dispute their liability, to do so in writing to the Contractor's address.

    ii. Immediately place a hold on disputed accounts. Debtors disputing their liability shall not receive additional collection notices until the

dispute is resolved. Exceptions to "Hold" status shall be made at the discretion of the Port Authority.

iii. Respond to debtors regarding the outcome of the dispute within thirty business days. The Contractor will also maintain records of disputed resolutions. All information related to disputes shall be available to the Port Authority upon request.

iv. Move disputes from Hold status back to Collections if, after dispute resolution, an action required by the debtor to close the dispute is not resolved within thirty business days.

2. The Contractor shall not commence litigation against any debtor without prior consent of the Port Authority.

4.7 Debtor Settlement Discussions

a. The Contractor shall institute account settlement options and parameters as approved by the Port Authority. The Contractor shall have the discretion to settle for outstanding amounts of less than $5,000 per debtor. Settlements for amounts owed of $5,000 or more per debtor must be approved by the Port Authority, in writing (including email), prior to the settlement.

b. Contractor shall include provisions for various forms of payment, such as:

i. Credit/Debit card – via web, phone or mail;

ii. ACH – via web, phone or mail;

iii. Check – via web, phone or mail.

4.8 Lockbox Services - Separate lockboxes shall be established, maintained and reported on for E-ZPass and Airport Parking.

a. The Contractor shall establish and maintain a secure lockbox specifically for this Contract. All debtor payments will be deposited directly to this lockbox on a daily basis. All monies going into the lockbox will be collections payments only, and all money coming out of lockbox will be wired directly to the Port Authority's bank account on a daily basis.

b. The Contractor shall ensure that reports and updates from the lockbox provider are integrated into the Contractor AMS on a daily basis.

c. The Contractor shall perform a monthly reconciliation to the return files to verify that all lockbox payments have been deposited.

d. The Port Authority shall have read-only access rights to the lockbox provided directly from the bank.

e. All notices sent from the Contractor must contain scan lines compliant with the lockbox specifications.

4.9 Reporting - Separate Reporting and Invoicing shall be done for E-ZPass, Airport Parking and low-volume transactions.

The Contractor shall provide financial and performance reports to the Port Authority in Microsoft Excel format, as described below. All reports should clearly identify and include separate items related to E-ZPass Violations, Revoked Accounts, Airport Parking, and Low-Volume Transactions (as specified by the Port Authority).

Throughout the term of the Contract, and any options and/or extensions if exercised, the Contractor shall submit all reports to the Port Authority on an agreed-to schedule, but no later than fifteen calendar days after the preceding reporting period.

The required report content and format shall be submitted to the Port Authority for review and approval no later than thirty days after of the Award of Contract. Should the Port Authority request modifications to any reports, said modifications shall be made within five business days of the date of request.

a. Invoice (Monthly) – submit an invoice for all collections (Contractor and NYCSC) received during the current month. The fee must not be deducted from collections deposited/wired to the Port Authority; it will be paid separately. The invoice and supporting documentation listed below may be transmitted to the Port Authority via email, however, the invoice cover sheet, including the original signature of the responsible Contractor staff, must also be sent in hardcopy to the Contract Manager.

    i. A system generated report by day showing collections (by the Contractor and NYCSC) with a breakdown by Violations (toll and fees separated), Revoked Accounts (account total) and Low-Volume transactions (separated by category as specified by the Port Authority).

    ii. A report showing the bank wire transfer to the Port Authority by day by category, net of checks returned for NSF and credit card chargebacks.

    iii. A report reconciling collections (net of NSF checks/ credit card chargebacks), by category to bank deposits and bank wire transfers to the Port Authority.

    iv. Calculation of the fee by category. The total invoice amount shall be the total fees summed by category.

    v. A separate invoice may be required for Airport Parking placements.

b. File Exchange Reporting (Daily)

i. Placement: A report listing total placements broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.

ii. Update: A report listing total updates broken down by Violations and Revoked Accounts, made by the NYCSC, by file name and category, to the Contractor. The report shall include dollars and transactions.

iii. Return: A report listing total return files broken down by Violations and Revoked Accounts, made by the Contractor sent to the NYCSC, by file name and category. The report shall include dollars and transactions.

iv. Processed: A daily cumulative report showing actual processed placement and update files and any outstanding discrepancies between what the NYCSC transmits and what the Contractor can process. The Contractor shall work with the Port Authority and the NYCSC to resolve any discrepancies in the file exchange process within 48 hours.

c. Performance Reports

i. Placement Collection Report (Monthly) – this report shall include every individual placement made (broken down by toll and fee and total), update made (broken down by toll and fee and total) and corresponding collections (broken down by toll and fee and total), contract-to-date, totaled by month. Amounts collected shall be updated to reflect current collections for each previous month. There shall be separate reports for Violations, Revoked Accounts, Airport Parking and Low Volume. Note: Placements shall not be impacted by any method established by the Contractor to organize or track placements by debtor.

ii. Collection Activity By Month - Waterfall Report (Monthly) - this report shall include the total monthly collection broken down by the month of the original placement. The report shall include the total adjusted placement for each month and the recovery rate. There shall be separate reports for Violations and Revoked Accounts.

d. NSF/Credit Card Chargeback Report (Weekly)

i. This report shall include the Contractor's tracking number, Port Authority Transaction number (or other as defined), name of debtor, and a listing of all NSF checks and credit card chargebacks.

e. Uncollectable Report

i. This report shall include any account that is deemed uncollected and status is inactive. The report shall include account details, date of inactive/uncollectable status and communication attempts.

f. The Contractor shall provide other existing reports, as requested, in order to measure the success of the program. The Contractor shall also submit to the Port Authority any recommendations regarding possible program improvements.

g. The Contractor shall provide a Monthly Dispute Report, including account details, status of dispute, resolution of dispute and if denied date back in collections.

5. **Requested Service – Airport Parking (2.3) and Low-Volume Transactions (2.4)**

5.1 General

The requirements for this subsection shall be the same as outlined above in Section 4.1.

5.2 Staffing

The requirements for this subsection shall be the same as outlined above in Section 4.2.

5.3 NYCSC Interface

For Airport Parking and Low-Volume Transaction collection services, the Contractor shall not be required to meet the same interface requirements as described in Section 4.3 at this time.

5.4 Debtor Establishment

The Port Authority will submit debtor information to the Contractor in an Excel spreadsheet format. The spreadsheet will contain the following information, sorted by Balance Due, Type, by Airport:

a. Contact Telephone Numbers (If Available)

b. Violation or Balance Due Reference Number

c. Date and Time of Violation

d. Facility and Lane Violated

e. Dates of Airport Parking Collection Letters Mailed (If Applicable)

f. Amount of Balance Due

g. Vehicle License Plate Number (If Available)

h. E-ZPass Transponder Number (If Applicable)

For non-E-ZPass transactions, credit cards, we do not have name, address and telephone numbers.

5.5 Communications with Debtor

The requirements for this subsection shall be the same as outlined above in Section 4.5.

5.6 Dispute Resolution

The requirements for this subsection shall be the same as outlined above in Section 4.6.

5.7 Debtor Settlement Discussions

The requirements for this subsection shall be the same as outlined above in Section 4.7.

5.8 Lockbox Services

The requirements for this subsection shall be the same as outlined above in Section 4.8.

5.9 Reporting

Throughout the term of the Contract, and any options and/or extensions if exercised, the Contractor shall submit all reports to the Port Authority within fifteen business days of the preceding period. The Port Authority will require the Contractor to submit a performance report in the same Excel format as described in the Reporting section above, which shall include all the information provided to the Contractor by the Port Authority, along with the date of all additional correspondence from the Contractor to the debtor, as well as the amounts collected, if any.

A monthly summary spreadsheet must also be included with the amount of funds collected and evidence of deposits made to the Port Authority bank account. Such performance report and evidence of deposits must be forwarded to the Port Authority.

The Port Authority (or assignee) will notify the Contractor of any debtors who "Direct Pay" after receiving collection letter from the Contractor. Direct Pay shall mean debtors who pay the Port Authority or NYCSC directly, after receiving collection notices from the Contractor.

Any placements made via other methods (e.g. Excel spreadsheet) shall be returned to the Port Authority via the same method that it was placed

6. Collections Operation Plan (COP or Plan)

Within 30 calendar days of the Award of Contract, the Contractor shall submit a draft COP to the Port Authority. The draft Plan shall be provided in Microsoft Word and be readily available for editing by the Port Authority. The draft Plan will be reviewed by the Port Authority and returned to the Contractor within ten business days. Within sixty calendar days of the Award of Contract, the Contractor shall submit a final COP to the Port Authority. The COP shall include the provisions detailed below.

a. Upon approval by the Port Authority of the COP, the Contractor shall promptly implement the Plan. The Plan approved by the Port Authority shall become the exclusive property of the Port Authority together with all intellectual property rights associated therewith.

The COP shall be developed in accordance with the requirements described herein. The Contractor, its employees, and agents shall comply with the approved COP throughout the Contract term and any options and/or extensions if exercised.

b. The Plan shall include, at a minimum, the following sections described below:

i. Staffing
ii. Start-up
iii. Operational Procedures
iv. Communication Process
v. Accounting
vi. Quality Assurance
vii. Disaster Recovery and Continuation Plan
viii. NYCSC Interface Test
ix. Reporting
x. Inspection and Recordkeeping
xi. Auditing

6.1 Staffing

As part of the COP, the Contractor shall submit a detailed collection staffing outline that includes:

a. A detailed description of the proposed management approach to be taken for the performance of the required Services. Factors addressed in the management approach shall include, but are not limited to the following: the proposed organizational structure to be responsive to the Port Authority's needs; and the proposed approach to ensuring the quality of the work product to be produced.

b. Identify key management and provide resources for Collection Program Management and Administration, and System Support. For the duration of the Contract Term, and any options and/or extensions if exercised, the Port

Authority must approve changes to key management and resources prior to implementation.

c. Upon written notice from the Port Authority, and in accordance with procedures developed by the Contractor and approved by the Port Authority, the Contractor agrees to immediately remove from collection related operations and/or replace the person(s) identified in such notice. Reference to collection staff in this Section shall be deemed to include staff at all collection related Facilities.

d. The Succession Procedure will detail the means for continued uninterrupted operations in the event the resulting Contract, if any, is terminated or not renewed at the end of the Contract term. It shall minimally include the means for uninterrupted continuance of collection data processing operations, collection- service telephone lines and procedures for transferring all collection records from the Contractor to any entity designated by the Port Authority.

6.2 Start-up

First day of operations shall be no later than 30 calendar days after approval of the COP. Immediately after receiving award, the Contractor shall plan and organize personnel, material and supplies, and support services necessary to commence collections of amounts owed in an organized and efficient manner.

As part of the COP, the Contractor shall develop and implement a start-up plan that gives a detailed description of the methodology and approach to the commencement of operations for the collection process, initial training and requirements, internal audit and control procedures. The Start-up Plan shall also include the methodology and approach to the commencement of the collection operations including communications and protocols with the NYCSC, any transition requirements from the previous vendor, debtor account processing and settlement processing, collections training plan and schedule, initial audit and control procedures, and an implementation schedule. The Start-up Plan shall differentiate between start-up/transition for new debt placement from the NYCSC and the transfer of outstanding debt from the previous vendor.

6.3 Operational Procedures

The Operational Procedures Section of the COP shall include those procedures and protocols involved in the collection process, including the determination of uncollectible accounts. It shall contain complete scripts used in any IVR system employed. The Operational Procedures shall include how the Contractor complies with laws related to statutes of limitations, Collection and Bankruptcies at a minimum. It shall include detailed payment processing procedures and include directions regarding payment plan updates. The Contractor shall be required to provide updated procedures if changes to the process occur during the Contract term.

6.4 Communication Process

In the COP the Contractor shall detail its process for communicating with debtors. This shall include the number of letters, live calls, automated calls and any other communication it intends to perform. The Contractor shall provide sample letters and sample scripts of its intended telephone calls.

6.5 Accounting

The COP will contain procedures for audits, deposits, wire transfers, reconciliation, invoice processing and payment processing.

6.6 Quality Assurance

Quality Assurance procedures shall include descriptions of the procedures and reports to be used by the Contractor to monitor control compliance with all policies defined in the COP.

6.7 Disaster Recovery and Continuation Plan

As part of the COP, the Contractor shall submit a detailed Disaster Recovery and Continuation Plan that includes:

a. The Disaster Recovery and Continuation Plan will detail the operational alternatives in the event of failures of key components of the Collections System. The Disaster Recovery and Continuation Plan shall be maintained throughout the term of the Contract and any options and/or extensions if exercised. The Disaster Recovery and Continuation Plan will include a list of all system failures for which contingencies have been developed including, but not limited to: design, implementation, testing, documentation, interface failures, and training required to recover from the list of all system failures; contingencies for on-premises continuance of Services; periodic tests for the contingency arrangements; lists of resources required for on/off site recovery (off-site data to be encrypted); escalation process with contact lists and alternates to provide for emergency coverage of operations in the event of emergencies Port Authority to be included in Contractor's notification process; formal arrangements for emergency replacement of parts, repair services, technical services, and alternate sites; and any other items deemed necessary by the Port Authority, including continuation plans for minor emergencies and full-scale disaster or failure.

b. The Contractor shall warrant that they will be able to resume normal operations no later than seventy-two (72) hours following any failure of the hardware, software, network, working environment and other operating conditions of the collections process. The Contractor further shall warrant that following an emergency or failure, all critical collection activities and functions will be restored immediately following any disruption as if no disruption has occurred.

These critical functions and activities shall include all those that are related to maintaining security, managing revenue, and servicing debtor accounts.

c. Any proposed modifications or alterations to the Disaster Recovery and Continuation Plan must be submitted to the Port Authority for review and approval prior to implementation.

6.8 NYCSC Interface Test Plan

In the COP the Contractor shall:

a. Provide a NYCSC Interface Test Plan. This Plan will include a test methodology which describes the Contractor's plan to ensure it can receive and send the files from the NYCSC as described in Section 4.3 of this Scope of Work. The NYCSC Interface Test Plan shall be reviewed and approved by the Port Authority prior to the start of testing. The Contractor shall incorporate Port Authority comments into the test plan prior to the start of testing.

b. Commence the NYCSC Interface Test within ten days of final approval of the NYCSC Interface Test Plan by the Port Authority. The test will enable the Port Authority to completely test the Contractor's ability to comply with the file exchange described in Section 4 of this Scope of Work.

   Results of the NYCSC Interface Test will be evaluated by the Port Authority. If any issues which prevent the successful file exchange are identified during the test period, the Contractor will implement corrections within ten days of receipt of notification by the Port Authority, or within such other timeframe as may be approved by the Port Authority. Testing will restart after all corrections have been implemented.

6.9 Reporting Requirements

The Contractor shall provide a description of reports to meet the requirements of Section 4.9 and also provide samples.

6.10 Inspection and Record Keeping

a. The Contractor shall keep a history (hard copy) of notices sent, calls made/received, written correspondence sent and received, disputes processed, credit authorizations and any other pertinent information regarding debtors for the term of the contract, including any options and/or extensions if exercised, and one year thereafter

b. The Contractor shall maintain files, books, records, documents and any other data as required to verify that the provisions of the Contract are being fulfilled. Any and all files shall be made available to the Port Authority on demand at any time during the Contract term and any options and/or extensions if exercise

c. The Port Authority, its auditors and designated representatives shall have the right to perform, without advanced notification, inspection of all collection facilities, and relevant collection records and accounts during normal business hours. The Port Authority and its agents shall use reasonable efforts to not adversely affect business operations. If any corrections or changes are required as a result of on-site audits, the Contractor shall implement those corrections or changes within the time limits reasonably specified by the Port Authority.

d. The Contractor shall maintain records that fully support accounting and reconciliation processes and are in an auditable condition.

6.11 Auditing

The Contractor shall maintain an accounting system providing audit trails of all transactions covered herein, which will include but not be limited to: each customer's transactions, billing and account information, and electronic funds transfer information. The system of accounting and the kind of detail recorded in the books and records shall be subject to the approval and inspection by the Port Authority and their authorized designees.

The Contractor should maintain an audit trail within their applications for adjustments and/or waivers that are made to any collections such as administrative fees, tolls and parking violations.

6.12 Transition

First day of operations shall be no later than 30 calendar days after approval of the COP. Immediately after receiving award, the Contractor shall plan and organize personnel, material and supplies, and support services necessary to commence collections of amounts owed in an organized and efficient manner.

As part of the COP, the Contractor shall develop and implement a start-up plan that gives a detailed description of the methodology and approach to the commencement of operations for the collection process, initial training and requirements, internal audit and control procedures. The Transition shall also include the methodology and approach to the commencement of the collection operations including communications and protocols with the NYCSC, any transition requirements from the previous vendor, debtor account processing and settlement processing, collections training plan and schedule, initial audit and control procedures, and an implementation schedule. The Start-up Plan shall differentiate between start-up/transition for new debt placement from the NYCSC and the transfer of outstanding debt from the previous vendor.

Appendix A - Data and Document Retention Requirements

Type	Description	Online	Onsite	Archive*
Financial History	Any financial transaction that is posted to an account. Transactions include: payments, debits, credits, fees, etc. This category includes history of accounts sent to collection.	3 years	N/A	6 years
Collection Notice History	Any collection notice that is created.	3 years	N/A	6 years
Collection Notices	Archived collection notices	n/a	n/a	6 years
Performance Standards Reports	As noted in Section 4.9, c.	Current year plus previous full year	1 year	6 years after Contract end
Policies and Procedures	Manual, memos, instructions, training materials	Current Version desired, but not required	Current Version	Contract End
Correspondence	All communication to and from customers in both written and electronic form	N/A	6 Months	1 year

*Data/documents shall be retrieved from archives within 72 hours of being requested.

All data/documents are subject to audit.

ATTACHMENT F – COLLECTION VOLUMES

Monthly Period	Violations to Collections	Neg Bal to Collections	Total
2011-01	$ 282,726.12	$ 9,804.48	$ 292,530.61
2011-02	$ 220,218.12	$ 10,163.39	$ 230,381.52
2011-03	$ 243,056.73	$ 14,005.45	$ 257,062.18
2011-04	$ 165,527.58	$ 12,694.30	$ 178,221.88
2011-05	$ 123,373.88	$ 10,526.48	$ 133,900.36
2011-06	$ 127,320.30	$ 8,166.12	$ 135,486.42
2011-07	$ 195,158.91	$ 8,158.10	$ 203,317.01
2011-08	$ 289,498.73	$ 9,646.67	$ 299,145.40
2011-09	$ 306,843.30	$ 8,989.76	$ 315,833.06
2011-10	$ 345,224.80	$ 8,111.76	$ 353,336.56
2011-11	$ 313,865.40	$ 7,789.34	$ 321,654.74
2011-12	$ 337,015.65	$ 7,461.82	$ 344,477.47
2012-01	$ 319,663.33	$ 9,269.89	$ 328,933.22
2012-02	$ 316,909.32	$ 8,539.44	$ 325,448.76
2012-03	$ 523,076.65	$ 37,094.68	$ 560,171.33
2012-04	$ 438,914.09	$ 27,540.17	$ 466,454.26
2012-05	$ 343,664.82	$ 21,427.75	$ 365,092.57
2012-06	$ 438,547.60	$ 15,903.21	$ 454,450.81
2012-07	$ 335,801.15	$ 12,564.93	$ 348,366.08
2012-08	$ 406,587.57	$ 16,708.16	$ 423,295.73
2012-09	$ 352,330.46	$ 8,978.11	$ 361,308.57
2012-10	$ 378,676.94	$ 11,178.59	$ 389,855.53
2012-11	$ 288,718.84	$ 10,062.75	$ 298,781.59
2012-12	$ 396,545.71	$ 7,891.13	$ 404,436.84
2013-01	$ 412,918.37	$ 7,296.98	$ 420,215.35
2013-02	$ 434,230.18	$ 8,919.51	$ 443,149.69
2013-03	$ 488,848.88	$ 14,406.24	$ 503,255.12
2013-04	$ 611,763.66	$ 13,646.27	$ 625,409.93
2013-05	$ 762,846.06	$ 11,074.06	$ 773,920.12
2013-06	$ 481,964.41	$ 22,315.97	$ 504,280.38
2013-07	$ 467,491.93	$ 12,521.89	$ 480,013.82
2013-08	$ 593,951.71	$ 14,016.72	$ 607,968.43
2013-09	$ 407,654.97	$ 8,726.74	$ 416,381.71
2013-10	$ 410,782.16	$ 10,766.01	$ 421,548.17
2013-11	$ 366,727.80	$ 9,060.83	$ 375,788.63
2013-12	$ 363,351.30	$ 8,213.76	$ 371,565.06
2014-01	$ 377,722.06	$ 11,660.53	$ 389,382.59
2014-02	$ 433,152.96	$ 11,042.79	$ 444,195.75

ATTACHMENT G – PORT AUTHORITY AUDIT CHECKLISTS

Audit Department

Controls Requirement Contract Checklist

General

- Documented procedures, flowcharts and process maps for the application.
- Conduct regular audits, vulnerability testing, security scanners.
- SSAE 16 SOC 2 (previously known as SAS 70 Level 2)
- ISO27001 Certification
- Physical access to the application hardware should be appropriately restricted.
- The application should have a warning banner, terms of use, and/or privacy statement that was approved by the Port Authority on the login screen.
- Remote access should be restricted and documented in accordance with PA policy.
- Background check should be performed on all personnel.

System/Security Administration

- Administrative personnel should receive adequate training.
- System and security administration procedures should be documented and distributed.
- Administrator(s) roles and responsibilities should be documented.
- Developers and/or programmers should not have access to the production server.
- Operating system administrators should not have access to the production database and application.

Hardening of operating system/database that supports the application:

- Disable and/or remove unnecessary ports/services.
- Remove all sample from the box.
- Default, public, and guest accounts should be secured/locked/removed.
- Change all passwords; delete all default content and login scripts.
- Limit administrative and user account privilege and access.
- Document system accounts like administrator, root, oracle, and sys.
- Document user/group access rights
    - Users/groups should be setup with least access required to perform job responsibilities.
- Follow PA password standards or better (90-day expiration, lockout after 3 incorrect password attempts, no concurrent logins, 6 alphanumeric characters)
- Set "automatic session timeout" to 15 minutes of inactivity and require user to log back in with valid ID and password.
- Implement access control at the database level (i.e. user roles and permissions, passwords, secure links)
- Use secure encrypted remote access methods.
- If the application is a web application, log (and monitor) web traffic and trend the activity looking for abnormal activity.
- Ensure that appropriate security and vulnerability assessment tools are running.

- At login, last user login should not display.
- Inventory listing of hardware and software should be current and maintained.

License Management

- Ensure that application licensing requirements are documented, reviewed and maintained.
- Application licenses should be current/valid and individuals/groups with application access should have completed the necessary access request forms and adhere to licensing requirements.

Logical Access Controls

- Procedures to grant/modify/delete access should be documented.
    - Access request forms for adding/modifying/deleting users should be used.
    - Account expiration for contractors and consultants.
    - Accounts adequately identify the user – no generic accounts
- Ensure that security administrator procedures exist to:
    - Create/remove application access in a timely manner
    - Review user roles/permissions
- Validate that all users have accessed the application within the past 90 days.
    - Review dormant accounts
    - Inactive accounts should be removed.
- Each user has a unique user ID as described in the Port Authority Standard and Guidelines.
    - All user accounts profile should include Employee ID# and full user name.
- Roles should have a segregation of duties/roles.
    - Roles are setup with least access required to perform job responsibilities.
- Access Control List (ACL) should include:
    - Current list of ACL
    - Creation and updates to ACL
    - Testing and approvals of ACL
- The application should have the PA's warning banner on the login screen.
- The system should have an access role that would allow real only access to all application, database and operating system screens, functions, logs and reports.
- Remote access should be approved, secured, and documented in accordance with PA policy.
- Encryptions level at a minimum should be AES 256bit when encryption is used.

Password Controls

- Ensure that password controls for the application are consistent with PA requirements
    - Passwords must be at least 6 alphanumeric characters long
    - Passwords must be changed every 90 days (administrators every 30 days)
    - Passwords must not be shared
    - Accounts should be locked after a three logon failures
    - Passwords should not be the same account name
    - No concurrent login capabilities
- Password file should be securely stored with limited access and encrypted.
- Application forces initial passwords to be changed and the initial passwords should not be easily guessable.

- Maintain a password dictionary and password history should be set to 5.

Application Controls

Data Validation & Input Controls

- The application should have input controls to verify the validity of the data entered.

Data Retention and Management

- All data should be classified according to its sensitivity (confidential, etc) and protected accordingly.
- Data archive strategy should be documented and in place.
    - Should specify how long active data is kept.

Data Integrity and Security

- Sensitive data, such as credit card #s and social security #s, should be encrypted.
- Data should be restricted and audit trails should be available to identify all user activity include view access to sensitive data.
- Data should be stored in the database encrypted and blocked from user views in the application unless it is authorized.

Application Interfaces

- Interface file should be secured and archived.
- Reconciliation of data should be done on a batch record and totals. Detail data reconciliations should be completed on periodic basis.

Processing Controls

- Application databases/interfaces should have the necessary controls to prevent processing of inaccurate, duplicate, or unauthorized transactions and producing inaccurate outputs.
- Controls to ensure that all data is processed and accounted for should be in place.
- Rejected items should be logged, tracked and resolved in a timely manner.

Change Management

- Processes and tools should be used to report, track, approve, fix, and monitor changes on the application.
- The application and all changes to the application should be tested before being put into production.
    - Documentation of approval for change and evidence of testing should be in place.
    - Specific timetable/schedule should be documented.
- Emergency procedures should be documented and distributed.

Application Logging, Audit Trails and Record Retention

- Audit trails for operating, application, and database systems should exist and reviewed.
- Users and roles should be tracked and reviewed
    - Maintain documentation
- All failed logon attempts should be logged.
- All sensitive transactions and changes should be logged and an audit trail created.
- Audit trails should contain who made the change, when it was made, and what was changed.
- Only the security administrator should have access to change or delete these logs or audit trails.
- Audit trails should be reviewed by the business owner(s) and security administrator.

Management Reporting

- Management reporting should be produced through the application.
- Transaction logs should be maintained and reviewed periodically.
- Access reports by user and privilege should be produced and reviewed periodically including access violation reports and exception transaction reporting.

Contingency Planning, Disaster Recovery and Backup Management

- A business contingency plan and a disaster recovery plan for the application should be documented and stored off-site, including escalation plan and current call tree.
- Plans should be tested and the outcomes of the tests (success/failure) should be documented.
- Regular backups of the application and the application data should be stored off-site.
- Application executables should be stored off-site or in escrow.
- Application configurations should be documented and backed-up.
- Full system backup should be encrypted.
- Backup procedures should be documented.
- Tape maintenance should include:
    - Periodically testing integrity of tape
    - Procedures for tape destruction due to faulty or scratched hardware.

Performance Monitoring

- Incident monitoring procedures should be documented and incidents logs should be reviewed to ensure that appropriate action is taken.
- Performance statistics should be examined and reviewed periodically by system administrators/business owner(s).
    - If vendor(s) support the application, a service level agreement for uptime, performance monitoring, updates, etc should be confirmed.
- Baseline tools or security products should be used and checked on a quarterly basis.

Patch Management

- Patch management procedures and documentation
    - Procedures should include testing, approvals, and distribution.

- Documentation should include emergency procedures.
- Apply all new patches and fixes to operating system and application software for security.

Physical Protection

- Physical access to the application hardware should be appropriately restricted.
  - Physical access secured by single authentication mechanism i.e. swipe card.
  - Physical security adequate for equipment (locked cabinets).
- Appropriate fire suppression systems should be in place.
- Environmental condition adequately controlled (no water, dirt, clutter) and monitored.
  - Temperature and humidity monitoring should be implemented.
- Security cameras installed in sensitive areas
- Power surge protection and emergency power backup are in place.

Anti-virus Management

- Virus patch management procedures should be documented, including emergency update procedures.
- Virus software should be implemented and up-to-date.
- An engine and definition management should be in place.
- A remote distribution server should be implemented
  - Documentation on remote distribution should be current and maintained.
- Intrusion detection system should be in place, including incident response procedures.
- Firewalls should be implemented
  - Firewall rules documentation should be up-to-date.

Wireless Device

- Devices should be using WPA/WPA2 and AES encryption or better.
- Devices should disallow broadcasting of the SSID.
- All default parameters should be changed.
- Devices should have MAC address filtering enable or some type of authentication mechanism in place.

Web Application Vulnerabilities and Controls

- Best Practice and Standards:
  - The Open Web Application Security Project (OWASP) - www.owasp.org
  - www.webappsec.org (a consortium of web application security professionals)
  - Center for Internet Security (CIS) – www.cisecurity.org
- Perform data validation & integrity checks for field values and ensure the HTML special characters are stripper for all HTML request.
- Do not allow site pages to be cached by user browsers.
- All sensitive, personal or confidential data (including SSN, passwords, session IDs for sensitive applications, confidential or sensitive business transactions, etc.) should be transmitted between browser and server within an SSL-encrypted session (or other encrypted transmission) and are encrypted in the database at rest.
- All sensitive and personal data should be masked and encrypted were possible.
- Legal Issues:
  - The site should have a privacy statement and term of usage.

- American Disability Act – Section 508 should be consider during the development process due to the requirement that federal agencies' electronic and information technology is accessible to people with disabilities.

- Web Authentication: To prevent passwords from being passed in the clear, have authentication occur within an SSL encrypted tunnel. Use SSL (certificate) to protect the password.
- Password Reset:
  - For internal applications, reset passwords via the helpdesk or security administrator of the site
  - For external applications, send temporary password to known e-mail address, that must be changed upon login and/or
  - Have customer service reset after the user has been validated.
  - If possible, use two factor authentication like Secure ID fobs.

Credit Card Processing Checklist

- If credit cards are accepted, PCI Standards (PCI DSS v3.0) should be followed and the process should be PCI compliant. Ensure all vendors and consultants are required to be PCI compliant. Attachment - The payment card application should be PCI compliant (PA-DSS v3.0).
- A segregated network and/or an approved Point of Sale terminal should be in place for the system or terminal used to process credit card transactions.
- The credit card processor standard and requirements should be followed, i.e. maintain transaction data for two years.
- Maintain the security of the customer information, including not storing credit numbers, the cardholder CVC/CVV numbers or any of the data from the magnetic strip on the credit card.
- Maintain the transaction data for contesting chargebacks, ensure that the processor fees are appropriate and do reconciliations of the transactions processed and the money deposited in the Port Authority bank accounts.
- The appropriate Port Authority functional areas should be made aware credit card processing activity and should be involved applying for the Merchant ID for MasterCard/Visa, Discover and American Express.
- Create a privacy policy and procedure for staff and consultants.
- Perform quarterly vulnerability scans of the network that contains the credit card processing, annual PCI reviews according to the PCI DSS, and annual system penetration testing.
- Perform the appropriate annual assessment and provide a report on compliance (ROC) which state shows compliance.

ATTACHMENT H - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

In line with the Port Authority of New York and New Jersey's (The "Port Authority") efforts to promote products and practices which reduce the Port Authority's impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates, "Yes")

____ Use of corrugated materials that exceed the required minimum EPA recommended post- consumer recycled content
____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates, "Yes")

____ Recycles materials in the warehouse or other operations
____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
____ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
____ Other sustainable initiative

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

☐ Yes ☐ No If yes, Bidder is requested to attach a description of the training offered and the specific criteria targeted by the training.

4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product/industry certifications? (A checkmark indicates, "Yes")

____ ISO 14000 or adopted some other equivalent environmental management system
____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.
If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name: _____ Date: _____

ATTACHMENT I - PROPOSER REFERENCE FORM

Name of Proposer:_____

Please provide a list of references on the firm's performance of similar work within the last five years, including all current contracts. Use additional sheets as necessary. Include the following information for each reference:

Customer Name:_____

Address:_____

Contact Name and Title: _____

Phone and Fax Numbers of Contact:_____

Contract date(s):_____

Contract cost:_____

Description of work:_____

_____

Customer Name:_____

Address:_____

Contact Name and Title:_____

Phone and Fax Numbers of Contact:_____

Contract date(s):_____

Contract cost:_____

Description of Work:_____

_____

Customer Name:_____

Address:_____

Contact Name and Title:_____

Phone and Fax Numbers of Contact:_____

Contract date(s):_____

Contract cost:_____

Description of Work: _____

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Chief Procurement Officer

December 24, 2014

Via UPS and Email (harry.neerenberg@allianceoneinc.com)

Mr. Harry Neerenberg
CFO
AllianceOne Recievables Management, Inc.
4850 Street Road, Suite 300
Trevose, PA 19053

RE: GENERAL COLLECTION SERVICES FOR THE ELECTRONIC TOLL COLLECTION PROGRAM (E-ZPass®) – RFP #38391; CONTRACT #4600010190; PURCHASE ORDER #4500065548

Dear Mr. Neerenberg:

The Port Authority of New York and New Jersey ("The Port Authority" or "the Authority") hereby offers to enter into an agreement, as hereinafter set forth ("the Agreement") with AllianceOne Receivables Management, Inc. ("the Contractor") for the performance of the above-referenced services.

The Agreement between the parties shall consist of the following, stated in order of precedence in case of conflict or inconsistency:

1. this Letter of Acceptance;

2. the Contractor's Proposal opened on August 4, 2014 excluding :
   - Section 6, "Consolidated Financial Statements";
   - Section B, "Page 9 through the first half of Page 22 of the "Executive Summary";
   - Section F, "Proposal", Pages 42-43, Pages 121 and 122, and Pages 126-137;
   - Exhibit D, "Benefits Information";

3. the Contractor's Best and Final Offer dated September 29, 2014;

4. email from Mark Lombardo to Margaret D'Emic dated August 13, 2014 agreeing to withdraw the words "Confidential" and "Proprietary" from your Proposal;

5. the Contractor's response letter to the Port Authority's Request for Clarification dated September 10, 2014;

6. emails between Mark Lombardo and Margaret D'Emic dated September 22, 2014 and September 30, 2014 respectively regarding the Contractor's Exceptions to the RFP;

2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
T: 201 395 7477

7. email dated 9/30/14 from Mark Lombardo to Margaret D'Emic regarding the Contractor's Health Benefits Package;

8. the Contractor's M/WBE Participation Plan dated July 27, 2014;

9. the Port Authority's Request for Proposal (RFP) entitled "General Collection Services for the Electronic Toll Collection Program (E-ZPass®) and Addenda Nos. 1 through 6, thereto issued by the Port Authority.

This Agreement shall be in effect for a three (3) year period commencing on January 1, 2015 and expiring on December 31, 2017 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, this Agreement will be assigned Purchase Order #4500065548.

In accordance with the terms of the RFP, please submit original certificates of insurance to your Contract Manager, Mr. Stephen Knapp, at 4 World Trade Center, 22nd Floor, New York, NY 10006. To expedite review, you may email your certificates to sknapp@panynj.gov. Please reference Contract Number 4600010190 and CITS #4513N on your insurance certificates.

Your Contract Manager Stephen Knapp can be reached at 212-435-2158 or email at sknapp@panynj.gov.

If you are in agreement with the above, please indicate such agreement by signing this and the duplicate original of this Letter of Acceptance and returning both signed originals to the attention of Margaret D'Emic, 2 Montgomery Street, Third Floor, Jersey City, NJ 07302 When signed by the Port Authority, you will receive a fully executed original document.

Very truly yours,

The Port Authority of New York & New Jersey

By: Joe D Valentt

Title: Chief Procurement Officer, Procurement Department

Date: 1/12/2015

APPROVED:	
FORM	TERMS

Agreed:

AllianceOne Receivables Management,Inc.

By: [signature]

Title: CEO

Date: 12/27/14

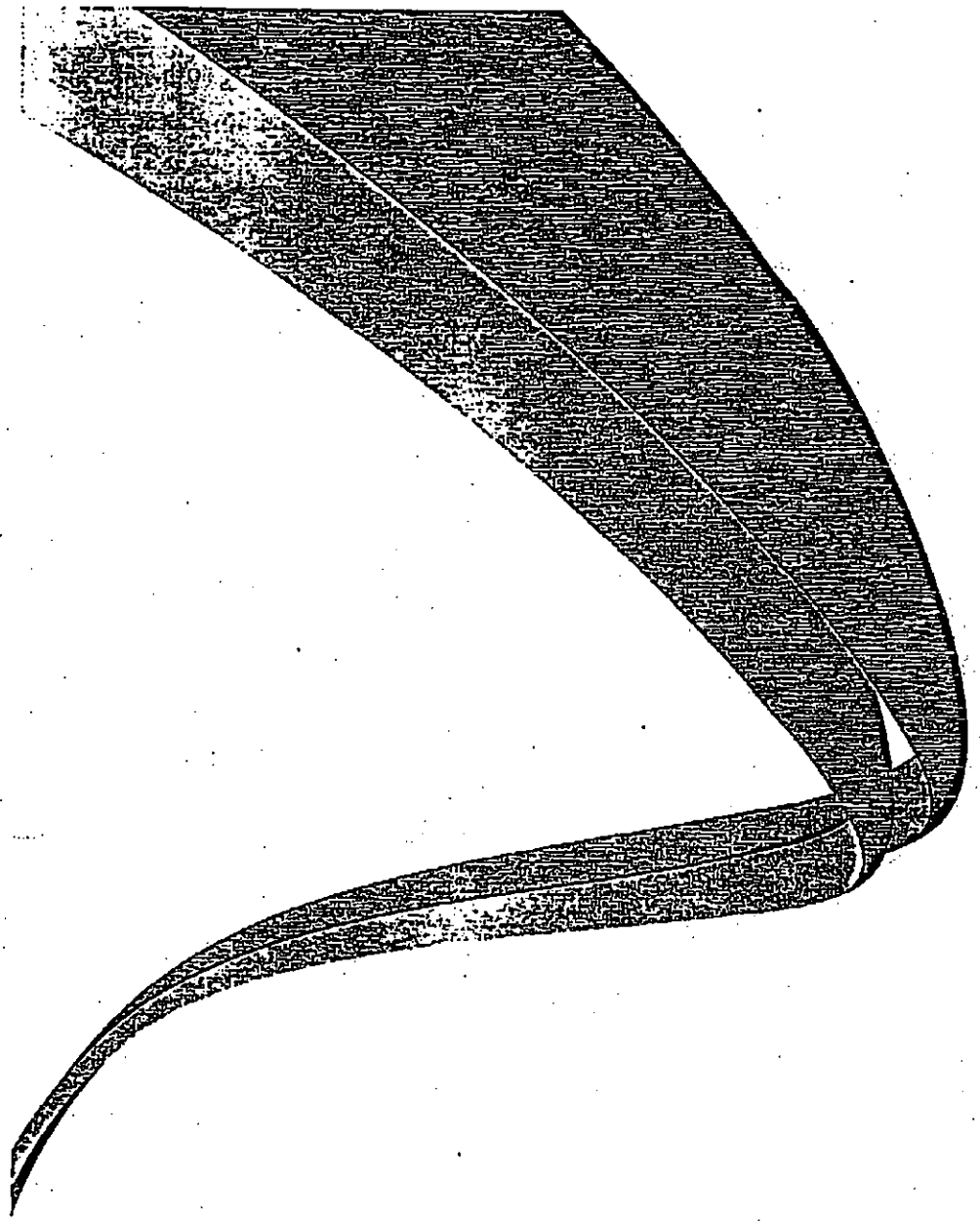
AllianceOne
a teleperformance company

Response to:

The Port Authority of NY & NJ
RFP for General Collection Services for Electronic Toll Collection Program (E-ZPass®)
RFP 38391

Due: August 4, 2014 – 2:00pm EST

AllianceOne Receivables Management, Inc.
4850 Street Road, Suite 300
Trevose, PA 19053



Teleperformance

Transforming Passion into Excellence

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ALLIANCEONE RECEIVABLES MANAGEMENT, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF JULY, A.D. 2014.

3013119 8300

140944042

You may verify this certificate online at corp.delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 1529184

DATE: 07-11-14

BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

July 29, 2014

Procurement Department
Attn: Margaret D'Emic
Two Montgomery Street, 3rd Floor
Jersey City, NJ 07302

Re: Declaration of Authenticity of Certificate of Incorporation for AllianceOne

Dear Ms. D'Emic:

This letter serves as a declaration of the authenticity of the attached Certificate of Incorporation for AllianceOne Receivables Management, Inc. This is a true copy of the Certificate of Incorporation as of the date of opening of proposals.

Sincerely,

Harry Neerenberg
Chief Financial Officer
Corporate Secretary and Treasurer

Table of Contents

Table of Contents 2
A. Letter of Transmittal 3
B. Executive Summary 6
C. Agreement on Terms of Discussion 26
D. Certifications With Respect to Contractor's Integrity 27
E. Documentation of Proposer Prerequisites 28
F. Proposal 30
G. Acknowledgment of Addenda 163
H. Acceptance of Standard Contract Terms and Conditions 164
I. M/WBE Plan 165
Closing 166

AllianceOne Exhibits
A – Insurance Limits
B – Letter Samples
C – Sample Reports
D – Benefits Information
E – Data Layouts

Transforming Passion into Excellence

Close to 30 years of direct government collection experience.

A. Letter of Transmittal

August 4, 2014

The Port Authority of NY & NJ
Procurement Department
Attn: Margaret D'Emic, Senior Buyer
Two Montgomery Street, 3rd Floor
Jersey City, NJ 07302

Re: RFP 38391 for General Collection Services For The Electronic Toll Collection Program (E-ZPass®)

Dear Ms. D'Emic and other evaluation committee:

Thank you for the opportunity to propose collection services for The Port Authority of NY & NJ (hereinafter "Port Authority"). Throughout our response, we will demonstrate our commitment to serve the Port Authority in the most professional manner to affect the best results possible. AllianceOne is a single entity bidding on this contract. We have carefully reviewed this opportunity and determined that our goals are in line. AllianceOne endeavors to provide the best value for our clients in the market today.

1. *Name and address of proposer*

AllianceOne Receivables Management, Inc.
4850 Street Road, Suite 300
Trevose, PA 19053

Government Services Division Headquarters
6565 Kimball Drive, Suite 200 (proposed site)
Gig Harbor, WA 98335

2. *Authorized to negotiate and execute the Contract:*

Timothy Casey, President and CEO
Phone: 630-203-0900

Harry Neerenberg, CFO
Phone: 866.568.9235

Renee Linnabary, Senior VP
Phone: 253.620.2204

3. *Contact for questions about the RFP:*

Mark Lombardo, Vice President Business Dev.
11 Midway Road / PO Box 52
Pocasset, MA 02559
Office: 866-580-8434/858-712-6600
Fax: 858-712-6681
Email: mark.lombardo@allianceoneinc.com

AllianceOne Receivables Management, Inc.
Corporate headquarters:
4850 Street Road, Suite 300
Trevose, PA 19053
www.allianceoneinc.com

4. *Name and address of subcontractors:*

Lockbox vendor – to be determined upon contract award; we will attempt to enter into an agreement with current provider whom AllianceOne subcontracts for other government contracts.

Collections: Lemore Management Services, Inc. 704 Ginesi Dr., Suite 11-D, Morganville, NJ 07751

5. *AllianceOne is a Delaware Corporation:*

Timothy Casey, President and CEO
Eagan, MN

Harry Neerenberg, CFO
Trevose, PA

Renee Linnabary, Senior VP
Gig Harbor, WA

A copy of the Certificate of Incorporation with a signed declaration of its authenticity is provided following this page.

AllianceOne utilizes Columbia Ultimate collection software which is a fully functional system with integrated tools, dialer and reporting capabilities which we describe within our response. We propose a 30-day implementation period for the Port Authority. A detailed sample implementation timeline is enclosed herein. Key personnel biographies are also included within this response.

Toll experience: Our toll collection experience includes contracts with Florida Department of Transportation (SunPass and SunToll), Washington State Department of Transportation and former contract with New Jersey EZPass. We have specialized collectors that will work your business. These agents are familiar with toll violations that include individual, business and rental agencies. AllianceOne has extensive experience working with toll and accounts with multiple violations. In addition to the multiple violations we often times need to locate the registered owner, particularly on out-of-state accounts. There is a lot of interaction with car rental companies. The system integration is detailed down to the transaction level. AllianceOne works with both consumer and commercial accounts and has handling paths for each to ensure proper contact with the responsible party. We have access to DMV information in the following states:
AL, AR, CO, DE, DC, FL, GA, HI, ID, IN, KY, LA, ME, MD, MA, MN, MS, MO, MT, NV, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, TN, UT, VA, VT, WA, WI, WV, WY and shortly CA.

Our corporate headquarters office is in Trevose, PA. We will assign Jennifer Uretsky, Client Services Supervisor in our Trevose office to assist with this contract and provide local support for the Port Authority as needed. AllianceOne is active in IBTTA and are committed to growing our tolling business.

Our E-ZPass experience includes work with the Delaware Port Authority, New Jersey Highway Authority, New Jersey Toll Authority and South Jersey Toll Authority as part of the E-ZPass experience. Clients in the region include: Vermont Judiciary; Commonwealth of Pennsylvania (over 20 year contract); Nassau County, New York; City of Philadelphia, PA; Morristown, NJ; and Fairlawn, NJ. We have collection service agreements pending with West New York, NJ; Edison, NJ and Fanwood, NJ. We can provide customized reports for the Port Authority. We will utilize this knowledge of similar debt to enhance the collection program for the Port Authority. We have the ability to collect these accounts within New York, New Jersey and throughout the United States without forwarding to any outside agency. We provide professional service with a focus on generating strong revenue for the Port Authority while providing excellent customer service and maintaining the positive public image of the Port Authority.

Qualifications - AllianceOne is one of the leading providers of debt collection services in the United States. AllianceOne is fully licensed and authorized to enter into a collection contract with the Port Authority. We are a top performer for the clients we serve. Whether it's a financial services company that provides daily competitive batch tracks or a government client outsourcing for the first time, we put the proper structure in place to drive all employees to top performance. Every government division employee is eligible to earn a monthly commission/incentive. This instills ownership in all employees and improves results for clients. Our team will provide a smooth and minimally invasive transition process. AllianceOne has experience transitioning from an existing collection agency and working with government entities that have never outsourced. AllianceOne has consistently improved results when coming into a contract as a new vendor. An example of this includes the Superior Court of California, County of Contra Costa where AllianceOne exceeded the prior agency by 13% gross collections in the first six months alone. All services were implemented within 30 days of contract award.

> The following comment demonstrates our ability to rapidly ramp up a contract and perform was received from a recent client customer survey from the Superior Court of California, County of Contra Costa, Ms. Kate Bieker. *"Basically our Court ended their in-house collection on Wednesday and AllianceOne stepped in and started our collections without skipping a beat on Thursday. They have taken the time to understand our Court and our policies and procedures we follow. They are very willing to tailor their efforts to comply with our wants!"*

We strive for superior recovery results with zero to very low complaints. We encourage the Port Authority to confirm our statements with our clients. AllianceOne operates with excellent ethical and lawful service. We have a large national presence that contributes to our experience and qualified team for the Port Authority. This contract will be a primary focus within the State and will receive priority status service.

There are six pinnacles that set us apart:

1. Company expertise - The government services division is the largest business line within AllianceOne. This has been achieved through over 30 years of service to government clients. Throughout the three decades of serving government clients, there have been many changes which we remain nimble and willing to adapt.

2. Collector experience - At the end of the day, it's the collector on the phone that makes the difference in recovering your money. We have 350 employees dedicated to government collections. Through our integrated office network, we can share this expertise and provide a full service collection solution. While every collector is trained in the legal requirements including the Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA) and state restrictions, more importantly they are trained in the nuances of government collections and our philosophy to treat consumers with respect. Each and every collector can fully explain the base fines and penalties in simple terms that the consumer can understand.

3. Commitment to client service - As our client, you have our commitment to serve your needs. No two clients are alike. No two collection programs are alike. The customer service team is a phone call or email away to assist you. Through real-time online access, reports and up-to-date account statuses are available. While phone calls and email are efficient, periodic face-to-face meetings are an integral part of keeping the communication lines open and working to improve results over time.

4. Collections are our core competence - As such, we have a team of individuals that are able to produce better results than companies with a less expertise in collections and more expertise in other areas such as technology. In one example, our liquidation surpassed that of a competitor even though we didn't get the accounts until the other vendor worked them for 120 days. In another case, we were able to out-collect the firm by 51%.

5. Calling advantage - Our office staff will be available at a minimum from 8 AM EST to 9 PM EST Monday through Friday. This allows defendants to reach an agent when it's convenient for them. Additionally, the extended calling hours allow us to make more contacts which ultimately convert to dollars for the Port Authority.

6. Compliance - With the deep compliance resources at AllianceOne, the Port Authority will not see its name or ours as headline news.

Mark Lombardo, RFP point of contact and proposed contract coordinator, due to his responsibilities finds himself on the East Coast more than half the year. He travels to the area frequently and will be readily available to assist and consult with the Port Authority regarding this contract. Renee Linnabary, Senior Vice President will oversee the entire project. Ms. Linnabary is a member of AllianceOne's executive management team. She is authorized to make representations on behalf of AllianceOne. We will comply with the requirements, terms and conditions outlined within this RFP.

Point of Contact/Contract Coordinator
Mark Lombardo, VP Business Development
6160 Mission Gorge Rd #300
San Diego, CA 92120
Office: 866-580-8434/858-712-6600
Email: mark.lombardo@allianceoneinc.com

Authorized Representative
Renee Linnabary, Senior Vice President
6565 Kimball Drive, Suite 200
Gig Harbor, WA 98335
Office: 800-456-8838 x2204/253-620-2204
Email: renee.linnabary@allianceoneinc.com

We appreciate this opportunity to serve you. AllianceOne has no conflict of interest, actual or apparent, that would limit our ability to provide the requested services. We are 100% dedicated to serving your needs. We will be a committed and flexible partner for the Port Authority throughout the contract term.

Sincerely,

Renee Linnabary

Renee Linnabary
Senior Vice President

BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

B. Executive Summary

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

Understanding of the project, solution highlights and key benefits - AllianceOne has submitted a comprehensive proposal that demonstrates our ability to successfully service the Port Authority's contract, when released, providing exceptional revenue return and service for the Port Authority and its constituents. AllianceOne is uniquely qualified to take on this project based on our experience, technology, financial stability, client service and performance record.

- **Financial stability** – We have an unmatched balance sheet. As one of the top 10 collection agencies, we offer stability in today's tough economic times.
- **Responsiveness** – AllianceOne provides the Port Authority with multiple contacts to ensure all facets of the contract are always operating as specified by the Port Authority. Mark Lombardo will be the Strategic Account Manager and will be readily available to coordinate and assist the Port Authority with any contractual needs. The Port Authority will have access to our team early until late via phone, email and fax. We have a site in Trevose, Pennsylvania that will provide local contract support.
- **Toll experience** - AllianceOne has contracts with Florida SunPass and SunToll. Additionally, our toll experience includes: a project with the State of Washington that covers both toll violations and delinquent balance accounts. This requires automated reporting for placements, cancellations, adjustments and payments. New Jersey EZPass, a former client subcontracted through Xerox, placed $137million which included both toll violations and delinquent balances.
- **Client services** – AllianceOne has the resources and expertise to take on a project of this size, and also possess the ability to be nimble and respond to client requests promptly and correctly the first time.
- **Experience** – Close to 30 years of government debt collection experience, serving government clients and their constituents. We have a division dedicated to government clients. We work with these clients and have introduced new programs specific to the public sector such as relicensing programs, partnerships with boot and tow companies, hot phones to reach our offices instantly, time payment programs, amnesty and more.
- **Performance record** - As noted in our cover letter, we are a top performer for the clients we serve. AllianceOne performs very well competitively. Florida SunToll has recently commented on AllianceOne's performance over a competitor on the same contract. Our performance, reporting and customer service are all meeting and exceeding their expectations and ranked above those of the competitor in all areas.
- **Business analytics team** – AllianceOne has a department that focuses on analyzing data through custom designed reports to determine the best possible account strategies for clients. Whether it is an adjustment in time of day to perform dialing campaigns, collector adjustments, letter and

dialing attempts, and this team provides our management group with critical information which has greatly improved revenue performance for our clients.

- TOPS – Teleperformance Operational Processes and Standards (TOPS) – TOPS is an internal performance enhancement program that ensures a productive workforce, positive work environment and efficient daily strategies.
- Dedicated government collection team – AllianceOne will dedicate a collection team to service the Port Authority's contract. This team will consist of employees with direct and extensive experience working cases similar in nature to the Port Authority.
- Compliance – AllianceOne maintains a separate compliance department to monitor employee adherence to laws, regulations and internal policies. This department also maintains all licensing, bonding and insurance for the company. Our size drives more complaints by the nature of our business however we are proud to note that we continue to maintain extremely low complaint ratios. Our leading edge monitoring provides our management team with the tools necessary to train and review performance at all levels.

History - AllianceOne began its long history of providing services to government clients in the early 1980's. Our service to government clients spans over 30 years and includes pre-collection through comprehensive full third party delinquent debt collection including litigation services. AllianceOne was formed March 5, 1999 as a Delaware corporation through the acquisition of 5 previously unrelated companies and a large financial partner. Prior to the AllianceOne purchase the company operated as Allied Credit Companies. Collections is our sole business. AllianceOne has 2,500 employees throughout the United States and Canada and all are permanent employees.

AllianceOne's experience with toll fines and fees clients is extensive. We understand your business and have a team prepared to provide you with exceptional service and recovery. Our focus is debt collection services. The proposed team includes management with an average tenure over 10 years and collectors with an average of 2.45 years with the company. All are experienced with government debt including toll collections. We have bilingual and multilingual capabilities, on-line real time access provided to the Port Authority, extensive monitoring of staff to ensure complete compliance with all applicable local, state and federal laws and regulations governing the collection industry.

AllianceOne has collected $2,013,759,019 for our government clients.

AllianceOne is a federal GSA contract holder under SIN 520-4, Collection Services. AllianceOne is now a wholly owned subsidiary of Teleperformance (TPUSA). AllianceOne was purchased by Teleperformance on August 1, 2007. AllianceOne operates with its own executive management staff allowing for immediate decision making abilities. AllianceOne is fully licensed and/or bonded to collect throughout all 50 states and Canada. AllianceOne continuously provides our government clients with exceptional service and revenue recovery results. We pride ourselves on our extremely low number of complaints. AllianceOne has had no ethical or legal challenges by government entities.

AllianceOne Areas of Specialization

AllianceOne focuses solely on pre and post delinquent collection services:

- Toll collection experience
  - AET (all electronic tolling)
  - Personal negative balance accounts

  - Commercial negative balance accounts
  - Personal tolls
  - Commercial tolls
- Non-delinquent account services
- National client base focusing on government debt
- Full third party collections
- The Government division is the largest vertical
- Pre-collection services
- Specialized toll account handling
- Amnesty
- Tax Intercept Programs with various government clients
- Litigation
- PCI certified company ensuring complete data security
- Sites focused on government debt collection
- Immediate decision making abilities
- Tailored programs to meet the needs of the Port Authority

AllianceOne is fully licensed and/or bonded to collect throughout all 50 states and Canada. AllianceOne continuously provides our government clients with exceptional service and revenue recovery results. We pride ourselves on our extremely low number of complaints. AllianceOne has had no ethical or legal challenges by government entities.

Financial Stability

AllianceOne alone earned revenues of $110.444 million total with the Government division responsible for $33.863 million in 2013 for services similar to those described within this RFP. Our Government Services Division is the largest division within AllianceOne. While AllianceOne itself is a financially stable subsidiary, the entire Teleperformance family has the financial strength to further support our continued expansion, service enhancements and technology including:

- Debt-free, publicly traded company with industry best 5A2 D&B rating;
- $3.236 billion in 2013 revenues;
- World's 150th largest employer, with more than 130,000 employees and growing.
- Consistently profitable

We are confident the Port Authority will experience superior service and revenue return if AllianceOne is selected as a collection vendor. In competitive situations, we always aim for first place and continue to exceed our clients' expectations.

Financial Safeguards

- PCI Certified company
- SSAE
- Annual independently audited financial statements
- ISO 27002

Additionally, AllianceOne employs the strategies and beliefs of our parent company, Teleperformance, which include:

Corporate Mission and Values

AllianceOne's corporate mission and vision provide us with the guidelines that equal success in service for our clients and their assigned individuals. The Port Authority will experience superior recovery coupled with excellent customer service and a company that will work to promote the positive public image of the Port Authority.

Our Mission statement – *"At Teleperformance, we deliver an outstanding customer experience, at every single opportunity, as a result of our commitment, passion and dedication to excellence. In so doing, we create opportunities and value for employees, clients, customers, communities and shareholders."*

Our Values are the Foundations of our Group - Teleperformance commits to meet and exceed its client expectations by providing contact center solutions around the world 24/7 and by delivering superior performance in customer management, while strictly respecting highly ethical and socially responsible values.

Cosmos | INTEGRITY: Absolute. Harmonious. Universal. Being true, authentic and living our values, since they are the pillars on which all of our relationships are built. *I say what I do and I do what I say.*

Earth | RESPECT: Deep. Nurturing. Abundant. We cultivate what each has to offer, with respect generating respect. *I treat others with kindness and empathy.*

Metal | PROFESSIONALISM: Crafted. Solid. Reliable. Through our quality and skill, we transform interactions into golden experiences. *I do things right the very first time.*

Air | INNOVATION: Inspiring. Renewing. Dynamic. Change is the constant wind that fills our sails; we both embrace it and propose it. *I create and improve.*

Fire | COMMITMENT: Steady. Strong. Radiant. Commitment ignites our actions and drives our performance. It fuels our passion for a job well done. *I'm passionate and engaged.*

AllianceOne, Teleperformance company, Citizen of the Planet Initiative

Teleperformance's Citizen of the Planet Initiative is our commitment to minimize negative environmental impacts by acting in a sustainable manner to ensure future generations have the ability to meet their own needs. Our Citizen of the Planet Global initiative will involve our management, people, suppliers & customers in a combined effort to help our planet by:

Citizen of the Planet

- Improving facilities to create "sustainable sites" (i.e water,
- paper & other waste reductions) and strive for "paperless" environments
- Recycling
- Energy & Atmosphere Improvements
- Indoor environmental quality refinements
- Alternative transportation
- Employee education & involvement to extend efforts to their homes & neighborhoods in addition to the work place

AllianceOne, Teleperformance company, Citizen of the World

As a direct result of Teleperformance CEO, Daniel Julien's participation in the Clinton Global Initiative (CGI), Teleperformance has established a systematic charitable effort geared towards saving and nurturing children.

This charitable effort is called Citizen of the World (COTW) and it is coordinated in the Americas and Asia in countries where Teleperformance has a physical presence. The annual commitment to CGI is $1 M (30% cash, 70% in goods/donations in kind). Daniel Julien, CEO, has selected Feed The Children (FTC) as the company's primary charity to help accomplish the goals and reach the $1M commitment.

Citizen of the World

Compliance

AllianceOne utilizes extensive initial and on-going training sessions coupled with daily management review and Compliance department reviews to ensure complaints are at an absolute minimum and all applicable local, state and federal laws and regulations are followed.

AllianceOne's Jaime Awoyinka, Director of Compliance holds the following certifications:

- Recognized by ACA International as a certified Credit and Collection Compliance Officer
- Past-President of Minnesota Association of Collectors
- Current Executive Director of Minnesota Association of Collectors
- Former employee of the Minnesota Department of Commerce – regulates collections in MN (former regulator)
- Currently in the process of becoming an ACA recognized certified instructor
- Fellow and Scholar degrees from ACA International

Compliance Department monitors Regulatory and Consumer Agencies such as:

- Consumer Financial Protection Bureau
- Federal Trade Commission
- Office of the Comptroller of the Currency
- The department remains current on all applicable Federal, State and Local laws, and reviews our current collection practices to ensure compliance
- Involvement in industry associations
- This department has members on the Boards of Directors of the Washington State Collectors Association, Minnesota Association of Collectors and the ACA as well as various committees of each
- A monthly review of all licenses is performed
- The process is tracked manually to ensure everything is up to date through a licensing matrix
- Individual collection licenses are processed through the Director of Compliance where required by law

Better Business Bureau

AllianceOne has an A+ BBB rating with the DC/Eastern Pennsylvania BBB.

Services for the Port Authority

AllianceOne also offers the Port Authority:

- Online, real time account access throughout the contract term
- Business analytics team utilizing data interpretation tools to developing the most effective work plan for the Port Authority
- Customized reporting
- Tailored data communication
- PCI certified company
- Over 30 years of court and government collection experience
- Results matter – we will set goals with the Port Authority throughout the contract

Business Analytics -Business Analytics team commitment to being integrated into our daily operations. The BA team helps guide our approach to a portfolio by highlighting batches that need more work effort, letter results, dialing based on hour of day, etc.

Responsive

If we say we will do something we deliver on our commitments. Our motto echoes this statement, *"I am a Teleperformer. I say what I do & I do what I say. I treat others with kindness and empathy. I do things right the very first time. I create & improve."*

Our employees are specialists in their field. AllianceOne understands the importance of a positive public image when representing government clients. To meet this goal, continuous training is provided to all employees in applicable legislation on the local, state and federal levels.

Legislative training is supported by AllianceOne's legal team of staff attorneys, internal compliance and monitoring departments, and retained attorneys across the United States and Canada. AllianceOne supplies methods of evoking payment while maintaining a respectful communication. AllianceOne's collection team averages 2.57 years of tenure and our management team averages 8 years with the company.

AllianceOne prides itself in its low number of complaints and believes this is a result of its ongoing training for all employees.

C. Agreement on Terms of Discussion

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.

Please see the following page.

ATTACHMENT A - AGREEMENT ON TERMS OF DISCUSSION

Nassau County

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: http://www.panynj.gov/corporate-information/pdf/foi-code.pdf, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

AllianceOne Receivables Management, Inc.
(Company)

Renee Linnabary
(Signature)

Renee Linnabary, Senior Vice President
(Title)

7/27/14
(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE.

D. Certifications With Respect to Contractor's Integrity

D. Certifications With Respect to the Contractor's Integrity Provisions:

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III of The Standard Contract Terms And Conditions (Attachment BII) of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

AllianceOne certifies that it meets the Contractor's Integrity Provisions included in Section III of The Standard Contract Terms and Conditions.

BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

E. Documentation of Proposer Prerequisites

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

A. The Proposer shall have had at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a collections service business actually engaged in providing these services to commercial and industrial accounts under contract. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.

AllianceOne has been providing debt collection services to government clients for over 30 years. As noted, AllianceOne was purchased by Teleperformance August 1, 2007. Operations have continued uninterrupted for 30 years. We are prepared and capable of providing the Port Authority with superior collection service. AllianceOne has the depth of experience, financial backing, capacity, technology and staff to effectively service this contract and provide the Port Authority with excellent revenue return and service.

B. During the time period as stated in (A) above, the Proposer shall have satisfactorily performed or be performing under at least two (2) contract(s) requiring similar services of similar scope to those required under this Contract.

Please see pages 9 through 22 for our substantial client references and statistics. AllianceOne has significant experience providing toll and government collection services of the size and scope of the Port Authority contract for well over 5 years. We are positioned to meet and exceed the Port Authority's contract goals and will have a dedicated team assigned to provide excellent service.

C. The Proposer shall demonstrate that it has earned gross revenues of at least $15 million a year for the last fiscal or calendar year from the type of services or products described herein.

As noted, AllianceOne alone earned revenues of $110.444 million total with the Government division responsible for $33.863 million in 2013 for services similar to those described within this RFP. Our Government Services Division is the largest division within AllianceOne. We are confident the Port Authority will experience superior service and revenue return if AllianceOne is selected as a collection vendor. In competitive situations, we always aim for first place and continue to exceed our clients' expectations.

D. In the event a proposal is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraph (A) and (B) above, the prerequisite will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements.

With respect to subparagraph (C) above, the gross income of the joint venture itself may meet the prerequisites or the gross income of the participants in the joint venture may be considered cumulatively to meet the prerequisite.

If the proposal is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute and perform all acts required by this proposal. Documents signed by a common law joint venture, in connection with this proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture proposers must provide documentation of their legal status.

All Proposers must include documentation that they meet the above prerequisites. By furnishing this solicitation document to Proposers, the Port Authority has not made a determination that the Proposers have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Proposer has met the prerequisites is no assurance that they will be deemed qualified in connection with other proposal requirements included herein.

AllianceOne is a Delaware Corporation that meets all prerequisites for the Port Authority.

F. Proposal

F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the General Collection services described in this RFP, its approach to such work and the cost of such work to the Port Authority.

At a minimum, the proposal shall address the following:

1) Cost Proposal

a. Proposers must provide an all-inclusive fee incorporating costs for providing all collection services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, and Low Volume Transactions calculated as a fixed percentage. The Cost Proposal form can be found in Attachment BIII (A).

b. Proposers must provide a separate and all-inclusive fee incorporating costs for providing collection services for Airport Parking.

In addition, the Proposer shall submit a completed "Calculation of Hourly Rate" form, found in Attachment BIII (B), which upon acceptance by the Port Authority shall become part of the Contract and subject to audit in accordance with the Wages, Health and Supplemental Benefits requirements hereunder or established at the time of proposal acceptance.

Following is AllianceOne's cost proposal.

ATTACHMENT BIIIA - COST PROPOSAL FORM

1. Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably black, where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

b. All Proposers are asked to ensure that all charges quoted for similar operations in the Terms of the Contract are consistent.

c. Prices must be submitted for each Item required on the Cost Proposal Form.

d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Contract Price, as required, based upon the applicable Cost Per Unit inserted by the Proposer, which amount shall govern in all cases.

e. In the event that a Proposer quotes an amount in the Estimated Price column but omits to quote a Cost Per Unit for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Cost Per Unit.

f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment".

g. The "Cost Per Unit" shall be deemed to include all items of cost, including but not limited to, materials, labor, equipment, salaries, benefits, insurance, administrative overhead, any applicable fees and profit necessary to perform the Services as indicated in this Contract, whether the aforementioned are actually employed in the furnishing of such Service or whether incidental thereto.

ATTACHMENT BIII (A) COST PROPOSAL FORM

Proposers must provide an all-inclusive fee incorporating costs for providing all Services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, Low Volume Transactions and Airport Parking calculated as a fixed percentage.

A	B	C	D
DESCRIPTION	ESTIMATED THREE (3) YEAR COLLECTIONS	COST PER UNIT	ESTIMATED CONTRACT PRICE, THREE (3) YEARS (Column B X Column C)
Violations	$13.3 M	13.21 %	$ 1,756,930.00
Revoked Accounts	$444,000	13.21 %	$ 58,652.40
Low Volume Transactions	$100,000	13.21 %	$ 13,210.00
Airport Parking	$668,000	13.21 %	$ 88,242.80
TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE			$ 1,917,035.20

The Estimated collection numbers are here for comparison purposes only and are not guaranteed by the Port Authority.

The Cost Per Unit inserted above shall remain firm throughout the three (3) year base term and any option period(s), if exercised.

ATTACHMENT BIII (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Proposer or Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Proposer or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

AllianceOne Receivables Management, Inc. 38391

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SR. COLLECTIONS REPRESENTATIVE
Year 1

MINIMUM WAGE: $23.12

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 48,089.60
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1,874.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 2,034.56	
VACATION ALLOWANCE	$ 2,774.40	
SICK TIME ALLOWANCE	$ Included in all vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 54,772.60 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 4,190.10
N.Y.S.U.I./ N.J.S.U.I.	$ 1,150.22
F.U.I.	$ 328.64
WORKERS' COMPENSATION	$ 336.00
GENERAL LIABILITY INSURANCE	$ 23.00
DISABILITY INSURANCE	$ TBD
OTHER TAXES AND INSURANCE	$ 137.00
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 2,400 parking allowance
UNIFORMS	$
EQUIPMENT	$ 100 cell phone
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 2,400 incentive
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 60,168.70

[illegible] documentation of proposed personnel [illegible]

[illegible] shall submit documentation to demonstrate [illegible]

[illegible] shall have had at least five (5) years [illegible] of the submission of the proposal in the same [illegible] engaged in providing those services [illegible] [illegible] contractors [illegible] proposed [illegible]

AllianceOne Receivables Management ,Inc.

PROPOSER NAME: _____ **PROPOSAL NUMBER** 38391

SR. COLLECTIONS REPRESENTATIVE
YEAR 2

MINIMUM WAGE: $23.28

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 48,422.40
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1874.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 2,048.64	
VACATION ALLOWANCE	$ 2,793.60	
SICK TIME ALLOWANCE	$ Included in vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 55,138.68 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 4,218.11
N.Y.S.U.I./ N.J.S.U.I.	$ 1,157.91
F.U.I.	$ 330.83
WORKERS' COMPENSATION	$ 353.00
GENERAL LIABILITY INSURANCE	$ 24.00
DISABILITY INSURANCE	$ TBD
OTHER TAXES AND INSURANCE	$ 144.00
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 2,400 parking allowance
UNIFORMS	$
EQUIPMENT	$ 100 cell phone
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 2,400 incentive
SPECIFY _____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 60,559.78

[illegible] must submit a proposal that details and [illegible] General Collection services described [illegible] work to the [illegible]

[illegible] The proposal is to address the [illegible]

[illegible] provide [illegible] exclusive [illegible]

PROPOSER NAME: AllianceOne Receivables Management, Inc. PROPOSAL NUMBER 38391

SR. COLLECTIONS REPRESENTATIVE
YEAR 3

MINIMUM WAGE: $23.44

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 48,755.20
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1,874.04

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 2,062.72	
VACATION ALLOWANCE	$ 2,812.80	
SICK TIME ALLOWANCE	$ Included in vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 55,504.76 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 4,246.11
N.Y.S.U.I./ N.J.S.U.I.	$ 1,165.60
F.U.I.	$ 333.03
WORKERS' COMPENSATION	$ 370.00
GENERAL LIABILITY INSURANCE	$ 26.00
DISABILITY INSURANCE	$ TBD
OTHER TAXES AND INSURANCE	$ 151.00
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 2,400 parking allowance
UNIFORMS	$
EQUIPMENT	$ 100 cell phone
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 2,400 incentive
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 60,950.86

2) Work Plan

Staffing

AllianceOne has carefully reviewed RFP 38391 and the associated addendums. It is imperative that we have the proper number of staff assigned to provide top tier results. Based on the information provided we propose 22 collectors, 1 manager, 1 supervisor, and in administrative lead. All employees are full-time.

Collectors

There are 6 levels of collectors:

1. Tier I-Transfer agents-Transfer agents are recent hire who handle inbound calls only. Accounts which they cannot resolve are sent to regular collectors for resolution. Transfer agents earn an incentive. 4 transfer agents will be assigned initially.
2. Tier II-House collectors-Transfer agents are typically promoted to a house collector position. House collectors handle low balance accounts typically under $150 owing for the same consumer. House collectors earn an incentive. 4 house collectors will be assigned initially.
3. Tier III PPA collectors-Partial payment arrangement collectors are designated to follow-up on broken payment arrangements, monitor and audit payment plans setups. 2 PPA collectors will be assigned during the first full month of production once volumes warrant. PPA collectors earn an incentive based on hitting The Port Authority of NY & NJ goals. PPA collectors will supply an audit report of payment plans to managements based on the % current, number on plans, average payment and other key performance indicators.
4. Tier IV-Regular collectors-House collectors are typically promoted to a regular collector once they have demonstrated the ability to hit client goals, they are assigned individual quotas as a regular collector. Regular collectors earn commission. 4 regular collectors will be assigned initially
5. Tier V--Senior collectors— Senior collectors are promoted from a regular collector based on demonstrated ability to meet quota on a quarterly basis. Senior collectors earn higher base pay and commission. 4 senior collectors will be assigned initially.
6. Tier VI--Advanced collectors—Advanced collectors are promoted from senior collectors. These are the best performers in the office. Advanced collectors earn an attractive base pay and commission. 4 advanced collectors will be assigned initially.

Staffed hours

AllianceOne will provide staggered shifts for extended calling time for inbound and outbound efforts. All collectors blended inbound/outbound:

6 FTE:	8AM-5 PM ET
10 FTE:	9AM-6 PM ET
6 FTE:	10AM-7 PM ET

A group voicemail will be setup for after-hours calls with rotation of required call backs per FTE. AllianceOne doesn't anticipate many voice mails due to the extended calling hours. If call volumes are heavy, PPA collectors can assist with overflow calls on heavy traffic days such as Monday. They will also focus on reworking secondary and tertiary accounts through skiptracing to provide additional numbers for collectors to call.

Staffing levels

Staffing levels will be adjusted based on volume. The supervisor will strive to maintain a staffing threshold: 75% minimum on Monday and Friday (no more than 4 out) high traffic

70% minimum on Tues through Thurs (no more than 5 out)

Manager

AllianceOne will designate Matt Larson as the Manager. Matt has been with AllianceOne for 15 years in the capacity of Collection Supervisor, Trainer, Dialer Administrator, Management Analyst, Collection Supervisor and Director of Client Services. His reach has touched each functional area in the collections office. Matt has innate analytical skills, an open door with his staff and highly competitive nature. Matt will relinquish his position as Director of Client Services to take on this new role if selected. Matt will ensure that The Port Authority collection goals are exceeded.

Supervisor

Heather Olson will be designated as the Supervisor for The Port Authority. Heather and Matt successfully managed a student loan portfolio for two years and had a staff of 21 full time employees. AllianceOne is no longer performing student loan collection services in the Gig Harbor site. Heather will be responsible for performance, training, compliance, internal and external goals, corrective action, inventory management and staffing coverage. Heather will be the main point of contact for all client and collector matters. She will also enforce the threshold through time off requests and call-ins and report to the ACCM and CCM if the threshold is exceeded and why. Heather will work hand in hand with Matt.

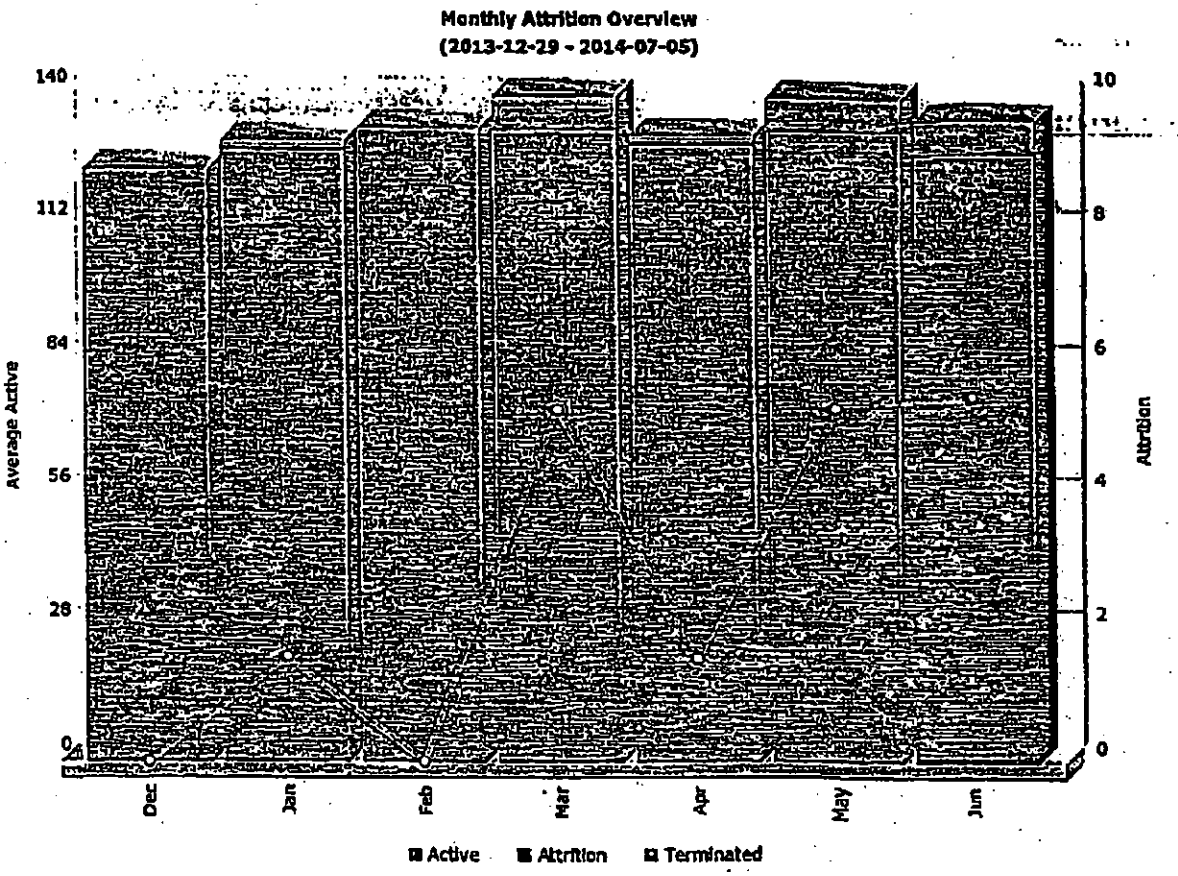
Administrative Lead

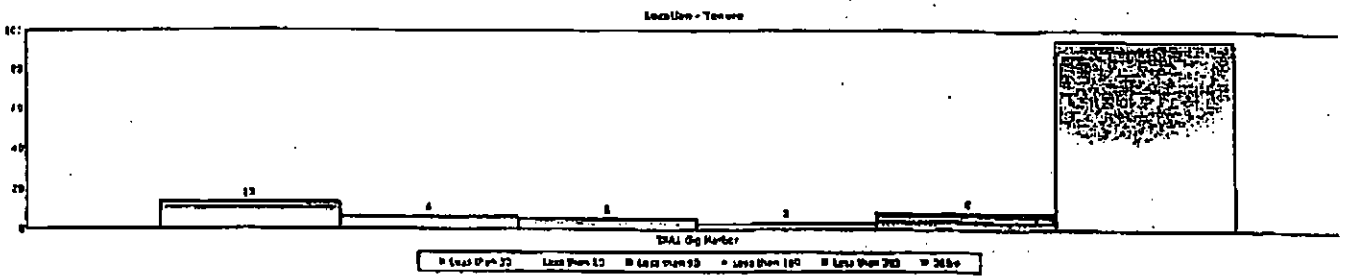
The administrative lead will be the secondary POC for all client and collector issues. They will coordinate with the Supervisor and assist with turnover calls, collector questions, training and staffing coverage.

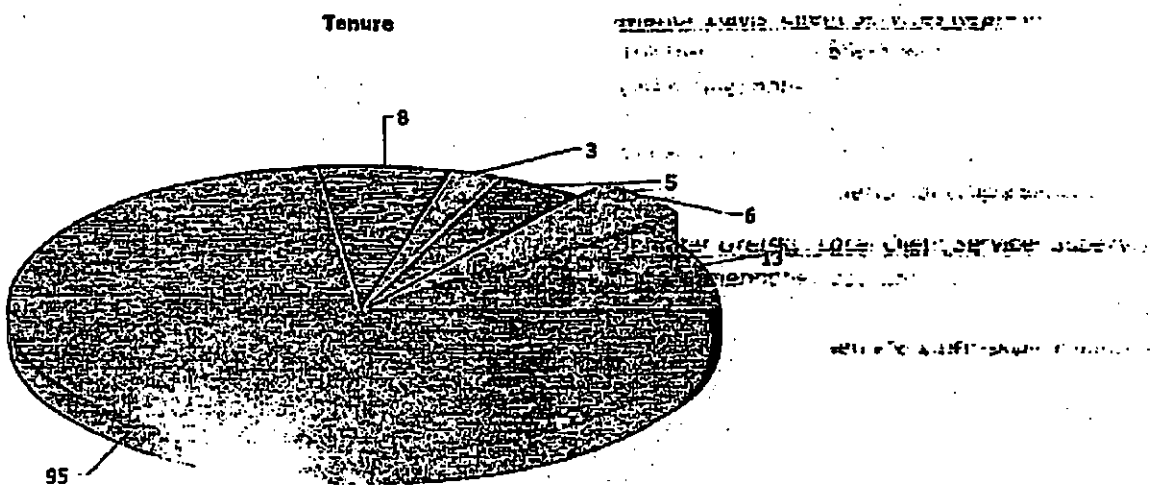
Minimizing Employee Turnover

The following chart demonstrates the low turnover in Gig Harbor, the designated Pierce County collection site.

		Hourly Status			Status		Training					Tenure									
Ident	Location	Full Time	Part Time	Unknown	Active	Applicant	One On	4a	New Class	Hire	Group Training	Online	< 30	< 60	< 90	< 180	< 365	>= 365	Average Employed	Days	Total
188	TPA1 Harbor	Gig	119	11	5	130	5	1		3		77	36	13	6	5	3	8	85	2348.77	135
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]


Monthly Attrition Overview
(2013-12-29 - 2014-07-05)
Average Active
Attrition
140
112
84
56
28
0
10
8
6
4
2
0
Dec
Jan
Feb
Mar
Apr
May
Jun
Active
Attrition
Terminated





AllianceOne is committed to maintaining exceptionally low turnover. We will accomplish this several ways:

Continual Training

- TOPS training at regular intervals regarding collector productivity
- Daily Ranking reports for all staff reviewed to increase confidence and production, and customizing them to client needs
- Calibration Calls with compliance and regular compliance reports for proper training and Call Monitoring.

Incentive and Monthly Contests

- ✓ Competitive incentive plan that blends both production and revenue. Production activates the revenue piece, both must co-exist.
- ✓ PPA incentive which is paid competitively based on both individual and overall inventory % of payment plans current and minimized fallout rate.
- ✓ Identifying monthly the top 3 FTE collectors in production/revenue and offering extra % or SPIF to display the path they took to the rest of the staff to get there during their acknowledgement to drive the crew.

Tenure Adjustment

AllianceOne is pleased to offer a tenure adjustment to staff. It reads:

"In an effort to reward continued service and tenure, a revenue adjustment of $100 for each full year of service will be calculated quarterly. This reduction will only be used to calculate commission and not for performance purposes. A minimum monthly Performance Goal will remain at $9,000. In order to take advantage of the Tenure Adjustment, you must be a level IV Agent or higher. For example: a level IV Agent with 5 years of service who collects $14,000 in the month will be paid commission at their

stack rank rate for each dollar over $9,300. The largest Tenure Adjustment a Level IV Agent can receive is 8 years of service or an $800 adjustment."

Benefit time

Additional benefit time is provided based on length of service.

AllianceOne Benefit Time is based on a calendar year after the initial year of employment.

During the first year of employment, the number of benefit hours granted will depend on the hire date. The initial entitlement of Benefit Time will be earned on the first day of the month following the employee's six month anniversary. Refer to the chart for initial entitlements. After this initial grant of Benefit Time, all grants will be made on January 1 and all hours must be used or forfeited by 12/31 of that same year.

Hours of Benefit Time Granted

Calendar Year 1: Prorated according to hire date. See chart.

Calendar Year 2 through and including Calendar Year 6: 136 Hours (17 days)

Calendar Years 7 and up: 176 Hours (22 days)

Time Off

Time off is granted to employees based on seniority. For example, if two staff members want the same week off, the employee with the most seniority will receive approval before the less tenured staff member.

Stay bonus

If a site is experiencing high turnover a stay bonus can be offered. Other sites have offered the following:

- If the collector referenced above remains employed with AllianceOne for six months, they are eligible for a $500.00 stay bonus;
- If the collector referenced above remains employed with AllianceOne for twelve months, they are eligible for an additional $500.00 stay bonus.

3b. Statement of Qualifications

Our collection management team will consist of:

- Jon Boquist, Call Center Manager
- Todd Moore, Asst Call Center Manager
- Matt Larson, Collection Manager
- Heather Olson, Collection Supervisor

Collection team for the Port Authority

Tier 1 collectors

- Shaynan Johnson
- Tasha Turutin
- Courtney Taylor
- Heather Hoffman

Tier 2 collectors
- Rita Curzio
- Kylie Craig
- Rhoda Lantz
- Aaron Kendricks

Tier 3 collectors
- Rush Caley
- Darrell Jones

Tier 4 collectors
- Joel Beaudin
- Heather Theise
- Brandon Ross
- Holly Riley

Tier 5 collectors
- Natasha Linne
- Andra Wheeler
- Mary Sunkel
- Amanda Villalva

Tier 6 collectors
- Morene Hall
- James Evans
- Cecelia Breimer
- Harold Black

Previous experience at each level, indicate:

The current involvement with FL SunPass/SunToll as comparison client in staffing

Current involvement with Nassau County in similar structure and client location

Former involvement with NJ EZ pass and its similar structure and client location

Current experience with WSDOT tolling

Combined years in experience Our management team proposed for the Port Authority has 45 years of combined experience.

a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

AllianceOne's US full-time employees per our EEO filed reports are as follows for the preceding three years:

Year	Number of full-time employees
2013	801

2012	[illegible] 777 [illegible]
2011	801

AllianceOne maintains a staff of 2,500 throughout the United States, Canada and Jamaica.

b. The Proposer shall show the number of full time and part time employees to be utilized in providing these services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Proposers submit a staffing plan that maximizes the use of full time employees.

AllianceOne will commit full-time staff to this contract.

Executive level oversight and daily monitoring of the contract:

- Tim Casey, CEO
- Pat Scheuerman, COO
- Renee Linnabary, Senior Vice President
- Mark Lombardo, Vice President Business Development– **CONTRACT LIAISON**
- Kevin Underwood, Vice President Legal Affairs – Staff Attorney

Dedicated management team:

- Jon Boquist, Call Center Manager– **DAILY COLLECTION TEAM MANAGER**
- Matt Larson, Director of Client Services
- Todd Moore, Assistant Call Center Manager (ACCM)
- Heather Olson, Collection Supervisor
- K.C. Hawthorne, Staff Attorney

Subcontractor:

- Lockbox vendor – to be determined upon contract award; we will attempt to enter into an agreement with current provider whom AllianceOne subcontracts for other government contracts.
- Collections: Lemore Management Services, Inc. 704 Ginesi Dr., Suite 11-D, Morganville, NJ 07751

Client Services for the Port Authority:

- Tricia Purcell, Client Services Manager – Daily oversight of client service team
- Marion Davis, Client Services Representative – **DAILY CLIENT SERVICE FOR THE PORT AUTHORITY**
- Jennifer Uretsky, Client Services Supervisor – **DAILY LOCAL CONTACT AND LIAISON**
- Beth Lilley, Client Services Representative

On-site Employee at the Port Authority:

- TBD – AllianceOne intends to hire an existing vendor employee recommended by the Port Authority if possible. If not, we will screen and hire an excellent candidate and obtain pre-approval from the Port Authority prior to placement.

AllianceOne has significant experience managing on-site employees at various court locations as depicted below.

On-site locations
CA employees on-site
El Cajon 250 E Main St, 1st Floor San Diego, CA 92020
Kearny Mesa (central) 8950 Clairemont Mesa Blvd, Rm 206 WD San Diego, CA 92123
Downtown 220 W. Broadway, 2nd Flr Rm 3005 San Diego, CA 92102
South Bay 500 3rd Ave, 2nd Flr, Window 5 Chula Vista, CA 92102
San Marcos 325 S. Melrose Dr, Ste 350 Vista, CA 92083
Santa Cruz 701 Ocean St Santa Cruz, CA 95060
Vista 325 S. Melrose Dr, Ste 500 Vista, CA 92083
FL employees on-site
Orange Co (FL) Clerk of Courts 425 N. Orange Ave, Ste 410 Orlando, FL 32801

WA employees on-site at court
600 5th Ave Seattle, WA
6200 Southcenter Boulevard Tukwila, WA
1220 Central Ave. S. Kent, WA 98032
1015 State Avenue Marysville, WA
500 W. 8th Bldg. Vancouver, WA 98660

Each Client Services Representative has direct telephone, email and toll free telephone access for ease in communicating with clients. Client Service staff will be available from 8:00am to 8:00pm EST

Patricia Purcell, Client Services Manager

Toll free: 800-456-8838 ext. 2219
Direct telephone: 253-620-2219
Email: patricia.purcell@allianceoneinc.com

Tera Cappa-Bachaud, Client Services Supervisor-Signal

Toll free: 888-374-7270
Direct telephone: 253-620-2218
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: tera.cappa-bachaud@allianceoneinc.com

Marion Davis, Client Services Representative
Toll free: 888-374-7270
Direct telephone: 253-620-2310
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: marion.davis@allianceoneinc.com

Jennifer Uretsky, Local Client Services Supervisor
Direct telephone: 215-354-5500
Fax: 215-396-7255
Email: jennifery.uretsky@allianceoneinc.com

Beth Lilley, Client Services Representative
Direct telephone: 253-620-2228
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: beth.lilley@allianceoneinc.com

Sue Harty, Client Services Representative
Toll free: 888-374-7270
Direct telephone: 253-620-2284
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: sue.harty@allianceoneinc.com

Simone Valley, Client Transition Specialist
Direct telephone: 253-620-2247
Email: simone.valley@allianceoneinc.com

Ashley Parker, Collections Coordinator
Direct telephone: 253-620-2265
Email: ashley.parker@allianceoneinc.com

Client services will play a key role in the day to day interactions with the Port Authority. They are able to provide reports, cancel an account, answer questions and provide any additional information you may need.

AllianceOne places a high value on receiving excellent ratings from our clients. We've invested in additional resources and advanced training to provide excellent service to you. We encourage you to reach our references to provide testimony to our client service.

Dedicated collectors:

Our Gig Harbor, Washington office works only government business. We divide the collectors based on skill set between senior, regular, and house collectors. Through the assigned supervisor they are kept abreast of goals, work handling and changes for the Port Authority.

AllianceOne is proposing 22 dedicated collectors. Please see pages 40 - 48 regarding our staffing plan.

The proposed team has long standing tenure with AllianceOne. We are committing our most dedicated individuals to this contract to ensure little to no turnover throughout the contract term.

AllianceOne maintains an active possible employee candidate pool in our recruiting department and will first pull existing staff into the contract team if necessary. All assigned individuals will undergo additional background screening in accordance with Port Authority requirements. AllianceOne administers background checks upon employment.

Minimize Employee Turnover

AllianceOne employs the following philosophies in our management strategies to ensure employee satisfaction:

1. Fair - A goal to be fair prevails throughout our relationships with our clients, employees and subcontractors. For example, subcontractors are granted an alpha split of business on day 1 whereas other agencies may score the accounts or make an initial collection attempt to get the "easy money".

2. Conservative - As part of a publicly traded company, AllianceOne is going to take a conservative stance on matters. For example, long before calling cell phones became a hot compliance matter, we were scrubbing cell phones daily to ensure no calls were directed to the dialer.

3. Client & Employee focus - Management is incented based on an annual survey of employee satisfaction each June and client satisfaction each September. These results are communicated to the CEO and any scores less than 8 must have a written action plan.

4. Performance driven - All employees in government are on an incentive program based on hitting office revenue goals. The client revenue goals all feed up to the office goal.

5. Compliance focused - With a compliance and QA staff of over 80 FTE's, every employee in the organization plays an important role in ensuring compliance with all State and Federal regulations.

c. The Proposer should provide a complete description of how it intends to implement and manage the required services hereunder, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to:

☐ **Insurance requirements, such as:**

- **general liability insurance**
- **automobile insurance**
- **workers' compensation insurance**

AllianceOne has reviewed the insurance requirements and has the current limits that meet or exceed all. We will provide insurance for this contract as defined in the RFP and any future contract. Copies of our insurance limits are provided in the exhibit section of this response.

Please see Exhibit A: Insurance Limits

☐ **The Proposer's M/WBE Participation Plan (Attachment C), in accordance with the M/WBE Subcontracting Provisions hereunder.**

AllianceOne intends to utilize the following subcontractors to meet the goals of the Port Authority:

Collections: Lemore Management Services, Inc. 704 Ginesi Dr., Suite 11-D, Morganville, NJ 07751

☐ The Proposer's Certified Environmentally Preferable Products/Practices Form

(Attachment H) ensuring compliance with all applicable federal, state and local standards in their business practices, in accordance with the Certified Environmentally Preferable Products/Practices Provision.

Please see attached.

ATTACHMENT H - Certified Environmentally Preferable Products/Practices

Bidder Name: AllianceOne Receivables Management, Inc. Date: 7/27/14

In line with the Port Authority of New York and New Jersey's (The "Port Authority") efforts to promote products and practices which reduce the Port Authority's impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this contract wherever possible. Bidders are requested to complete this form and submit it with their response, if appropriate. Bidders are requested to submit appropriate documentation to support the items for which the Bidder indicates a "Yes" and present this documentation in the proper sequence of this Attachment.

1. Packaging

Has the Bidder implemented any of the following environmental initiatives? (A checkmark indicates, "Yes")

____ Use of corrugated materials that exceed the required minimum EPA recommended post- consumer recycled content
____ Use of other packaging materials that contain recycled content and are recyclable in most local programs
X Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or slipping carton return
____ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
____ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals

2. Business Practices / Operations / Manufacturing

Does the Bidder engage in practices that serve to reduce or minimize an impact to the environment, including, but not necessarily limited to, the following items? (A checkmark indicates, "Yes")

X Recycles materials in the warehouse or other operations
____ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
____ Use of energy efficient office equipment or signage or the incorporation of green building design elements
Not exclusively X Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
X Other sustainable initiative

3. Training and Education

Does the Bidder conduct/offer a program to train or inform customers and employees of the environmental benefits of the products to be offered under this contract, and/or does the Bidder conduct environmental training of its own staff?

☒ Yes ☐ No If yes, Bidder is requested to attach a description of the training offered and the specific criteria targeted by the training.

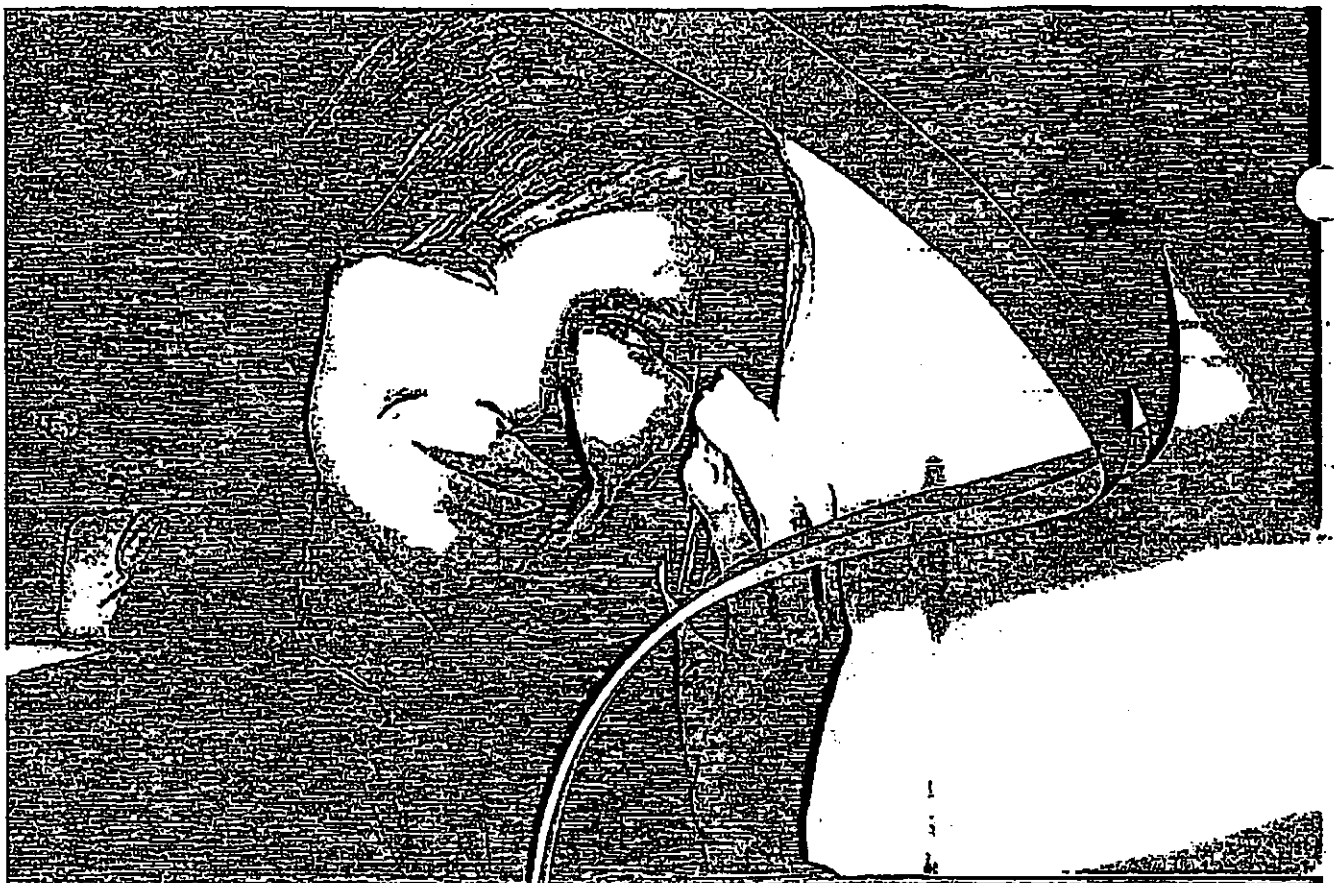
4. Certifications

Has the Bidder or any of its manufacturers and/or subcontractors obtained any of the following product/industry certifications? (A checkmark indicates, "Yes")

____ ISO 14000 or adopted some other equivalent environmental management system
____ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
____ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc. If yes, Bidders are requested to attach copies of the certificates obtained.

I hereby certify, under penalty of the law that the above statements are true and correct.

Name: Renee Linnabary Date: 7/27/14
Renee B. Linnabary, Senior Vice President



Teleperformance Group Environmental and Sustainability Policy

Version 1.0

Document Control

Document Owner			
Name	Signature	Role	Date
Gabriel Toscana		Vice President of Corporate Affairs, Sustainability Senior Global Advisor	14/11/2013

Document Approval			
Name	Signature	Role	Date
Mark Pfeiffer		President of CSR Committee	15/11/2013

Review				
Review Date	Name	Signature	Role	Next Review Date

Date	Revision	Author
April 2013	V 1 0	SJ
November 2013	V 1.6. FINAL	AE

Contents

Document Control 2
Contents 3
Environmental & Sustainability Policy 3
Introduction & Aim 3
Responsibilities 4
Objectives 6
Targets 7
Corporate Social Responsibility 7
Monitoring and Auditing 7

Environmental & Sustainability Policy

Introduction & Aim

Teleperformance provides an integrated range of business functions, customer channels and contact media. Teleperformance is the largest network of contact centers in the world and we recognize that our operations result in emissions to air and water, and the generation of waste. Teleperformance commit to comply with relevant legislation and regulations and other requirements to which the organization subscribes; while also seeking to continually improve our environmental systems to minimize the environmental impacts of our operations.

Teleperformance currently has an integrated 'Customer Experience Management Center' environment located across 46 countries, 270 contact centers with over 100,000 workstations:

This policy sits within the Corporate Governance framework for Teleperformance. The policy on environmental issues and the qualifying statements below, form part of the company's business management system.

"It's our commitment to minimize negative environmental impacts by acting in a sustainable manner to ensure future generations have the ability to meet their own needs"

"Citizen of the Planet" (COTP) is a global Teleperformance corporate initiative aimed at ensuring Teleperformance operates in an environmentally friendly and responsible manner. In a combined effort we commit to help our planet by improving facilities to create "sustainable sites" (i.e. water, paper & other waste reductions) and strive for "paperless" environments as well as recycling and incentivizing energy & atmosphere improvements. Key focus areas are to minimize our overall Carbon Footprint on a worldwide basis, enhance the experience of working in our facilities, educate our personnel to be better occupants on the planet, and lead the industry in sustainable operations.

Teleperformance also invests in indoor environmental quality refinements, alternative transportation and employee education and involvement to extend green efforts to their homes and neighborhoods in addition to the work place.

Responsibilities

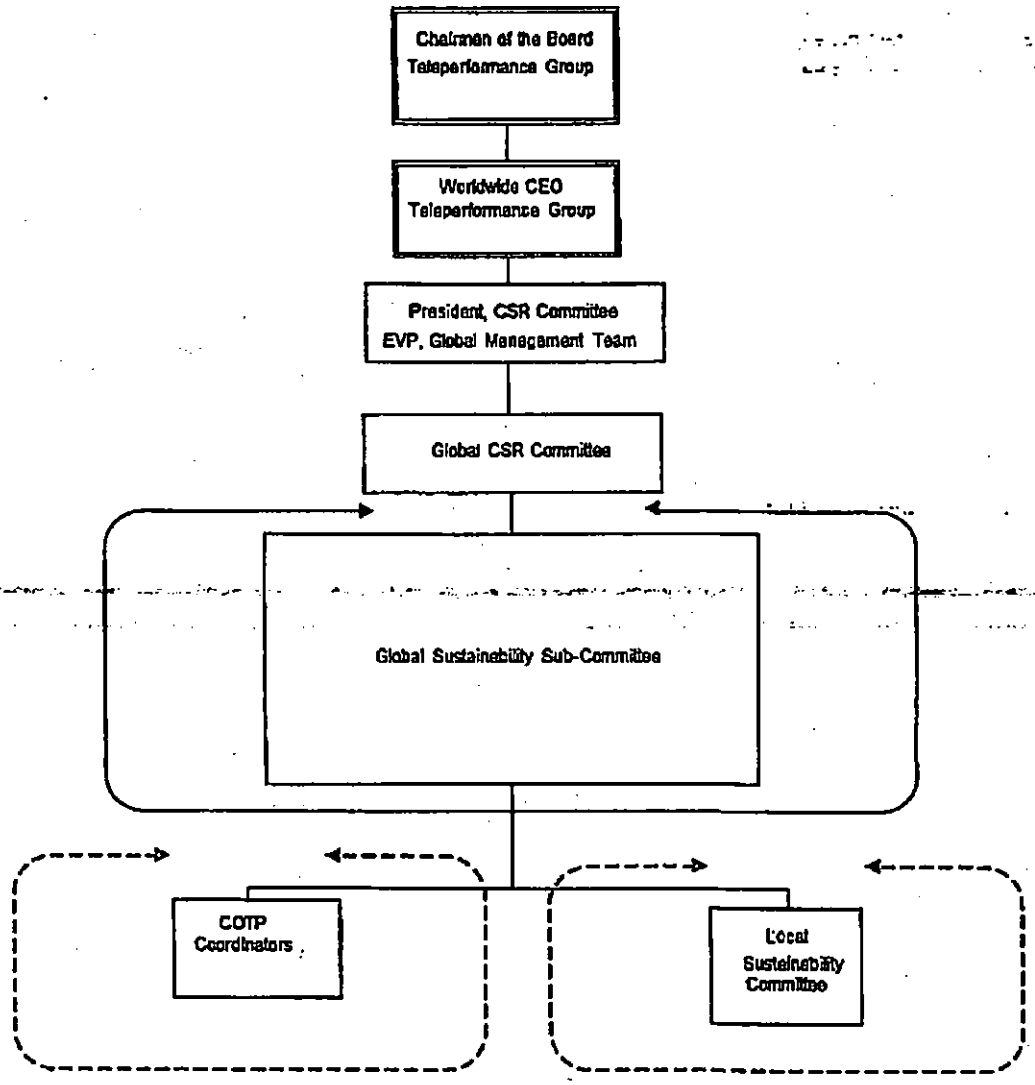
The Teleperformance Citizen of the Planet Initiative (COTP) is fully sponsored and supported by the Chairman of the Board of Teleperformance Global Group.

"It is clear we have to ACT TODAY if we want the world to have a decent FUTURE in 50 years... and our children to have a future"

Daniel Julien, Chairman of the Board

- The CSR committee is responsible for ensuring this policy is implemented and for ensuring sufficient resources are available to meet the objectives and targets of this policy.
- Country Operations' Managing Directors through the local Environmental Committee are responsible for the practical implementation and control of their Environmental System.

- COTP Coordinators are responsible for collating all relevant environmental data and reporting this on a monthly basis.
- All employees are responsible for meeting the aims and objectives within their respective areas.



Objectives

In order to meet our environmental and sustainable goals, Teleperformance has set the following core objectives:

- To reduce Teleperformance carbon footprint (CF) per employee across all Teleperformance country operations.
- Further objectives are the reduction of water consumption and waste production within the Teleperformance premises.
- Reduction of power consumption, together with the reduction of paper and solid waste.
- Reduction of the environmental footprint of information technologies and communication through a Green IT (Information Technology). It defines the consideration of the constraints and the costs in energy of computer hardware, both as regards the product - the computer itself - and its practices.
- Reduction of travel (air and local) across all our country operations.
- Country Operations are to set agreed environmental objectives and targets and to review performance against these on a regular basis.
- Regular Group management reviews of how Teleperformance country operations have performed.

The initiative involves management, employees, suppliers & customers in a combined effort to help our planet by:

- Improving Facilities to "Sustainable Sites" by Waste Reduction with Global Recycling Policies.
- New buildings are aimed at adhering to the "Teleperformance Premises Standard" which incorporates principles from the LEED standard.
- Indoor Environmental Quality Refinements.
- Guidelines and Policies to Reduce the Consumption of Electricity, Paper, Water, Gas and Oil.
- Recommendation and Supporting Carpooling or Public Transportation and Reduction of Business Travelling (Air & Local).
- Employee Education & Involvement to Extend Efforts to their Homes & Neighborhoods in Addition to the Work Place.
- Associate with Suppliers with most Conscientious Implementation of Environmental Management Systems Only.

Targets

To help achieve our aims, Teleperformance has set itself the following targets:

- Work with our business partners to identify and minimize, where possible, the production of all waste.
- Actively promote the re-use and recycling of waste materials through having dedicated recycling points across all sites.
- Seek to minimize all waste through education and through improved monitoring and management of waste streams.
- Educate all staff on Teleperformance environmental issues by creating an Eco-citizenship.
- Through management and technology reduce our usage of fossil fuels i.e. petrol by using video conferencing capabilities instead of driving.
- Identify any possible reduction in usage of consumables.
- Inform all clients and suppliers of our environmental policy.
- Reduce our overall power consumption.
- Carbon Footprint attainment results vary by country and individual facility and are landlord dependent in many cases. Our 2014 goal is to reduce our average CF per employee between 0.5% and 2.5%.

Corporate Social Responsibility

Teleperformance has a separate corporate social responsibility initiative that applies to all of our operations including management, office services, printing, delivery and procurement.

- Social – involvement in external social issues such as education, social inclusion, regeneration and employee volunteering.
- Economic – addressing issues relating to jobs, ethical trading standards and product value.
- Environment – consideration of emissions and waste control, energy use, product life cycle and sustainable development.

Monitoring and Auditing

Progress against these objectives will be monitored through quarterly reviews and annual benchmarking reports at a country level and annually at a group level.

Canada

Global Carbon Footprint Tracking Tool (2014)

Citizen of the Planet

	Units	Jan	Feb	Mar	Apr	May	Jun
Electricity	kWh	7,989	7,976	7,955	7,949	7,940	7,952
Paper Use	Metric Tons	0.11	0.12	0.12	0.11	0.14	0.11
Air Travel	Kilometers	2,156	1,098	3,280	6,608	5,503	3,600
Employees		53	52	57	60	61	59
Water	M3	61	58	50	52	32	29

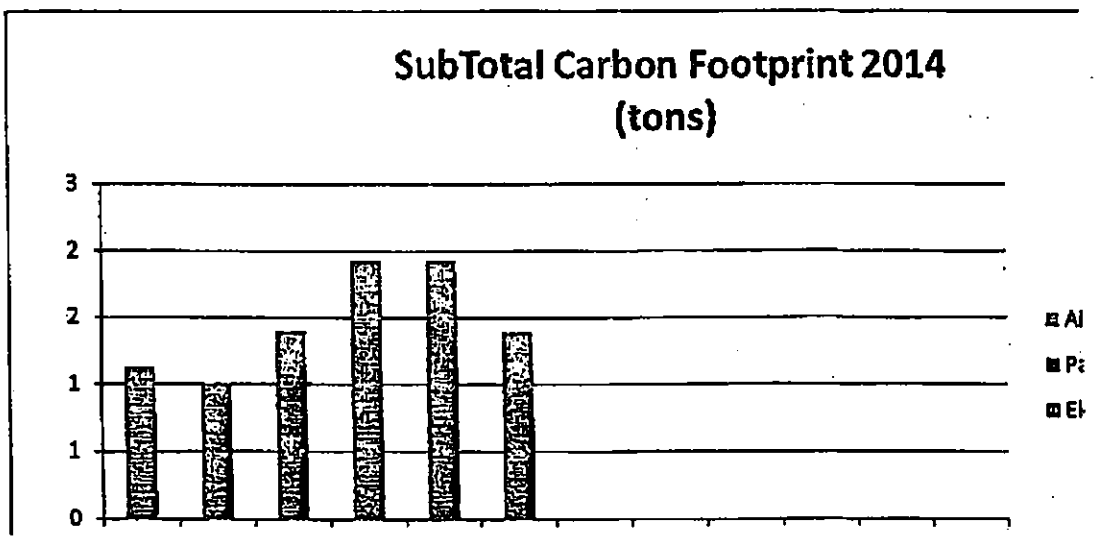
Carbon Footprint (tons):

Electricity	0	0	0	0	0	0
Paper Use	0.7	0.8	0.8	0.7	0.9	0.7
Air Travel	0.4	0.2	0.6	1.2	1.0	0.6
Total	1	1	1	2	2	1
Total/ Employee	0.0213	0.0193	0.0245	0.0322	0.0317	0.0235
Elec/ Empl	151	153	140	132	130	135
Water/Empl	1.15	1.12	0.88	0.87	0.52	0.49

Emission Factor (grs./kWh) [ ] (see E.F. sheet)

Paper Conversion Factor 6.79

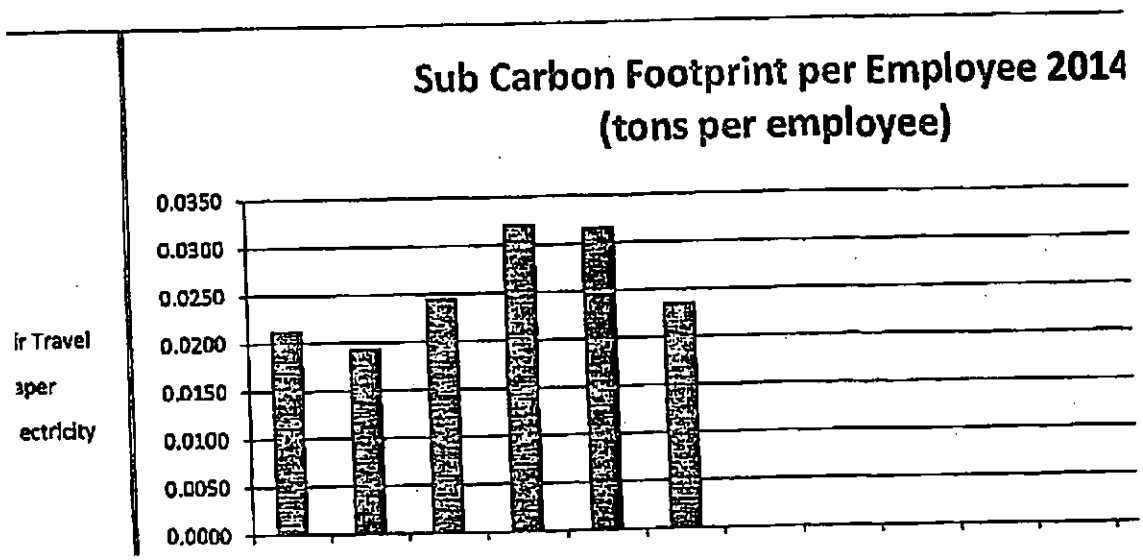
Air Travel Conversion Factor 0.00018



Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Jul	Aug	Sep	Oct	Nov	Dec	Avg.	Total
						7,960	47,761
						0.12	0.7
						3,708	22,245
						57	
						47	282

						Avg.	Sub
0	0	0	0	0	0	0	0
0.0	0.0	0.0	0.0	0.0	0.0	0	5
0.0	0.0	0.0	0.0	0.0	0.0	0	4
0	0	0	0	0	0	1	9
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	140	
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



United States

Citizen of the Planet

Global Carbon Footprint Tracking Tool (2014)

	Units	Jan	Feb	Mar	Apr	May	Jun
Electricity	kWh	185,970	186,001	185,995	185,888	185,679	185,703
Paper Use	Metric Tons	2.18	2.40	2.04	2.36	2.22	2.20
Air Travel	Kilometers	74,512	96,149	98,430	116,650	99,100	98,579
Employees		783	783	796	790	765	761
Water	M3	900	898	902	900	879	871

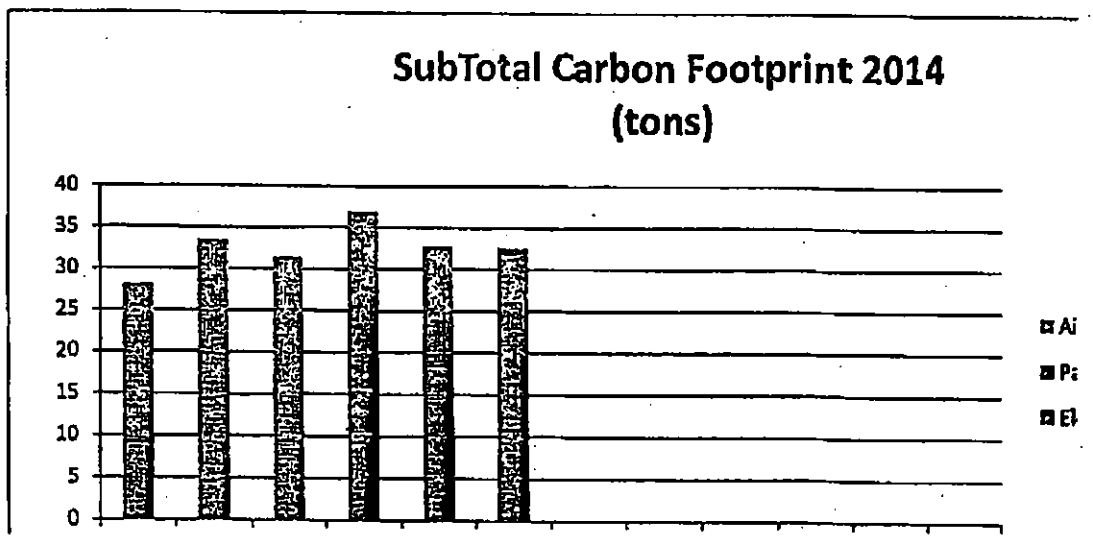
Carbon Footprint (tons):

Electricity	0	0	0	0	0	0
Paper Use	14.7	16.2	13.7	15.9	14.9	14.8
Air Travel	13.4	17.3	17.7	21.0	17.8	17.7
Total	28	33	31	37	33	33
Total/ Employee	0.0359	0.0427	0.0395	0.0467	0.0428	0.0428
Elec/ Empl	238	238	234	235	243	244
Water/Empl	1.15	1.15	1.13	1.14	1.15	1.14

Emission Factor (grs./kWh) [ ] (see E.F. sheet)

Paper Conversion Factor 6.73

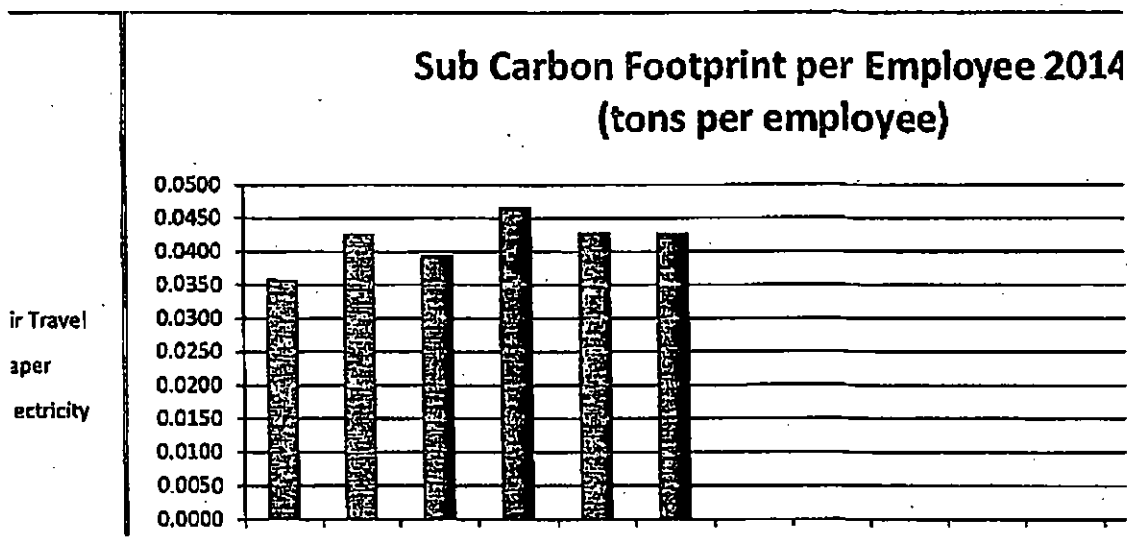
Air Travel Conversion Factor 0.00018



Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Jul	Aug	Sep	Oct	Nov	Dec	Avg.	Total
						185,873	1,115,236
						2.23	[illegible]
						97,237	583,420
						780	[illegible]
						892	5,350

						Avg.	Sub
0	0	0	0	0	0	0	0
0.0	0.0	0.0	0.0	0.0	0.0	8	90
0.0	0.0	0.0	0.0	0.0	0.0	9	105
0	0	0	0	0	0	16	195
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	238	[illegible]
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service for Port Authority Tunnels, Bridges and Terminals and Aviation Facilities, including how it will determine and maintain performance measurements.

AllianceOne's daily processes and continuous monitoring of staff will provide the Port Authority with outstanding service, recovery and communication.

AllianceOne offers the Port Authority an implementation team dedicated to the successful implementation of this contract. The team will be readily available following the implementation term as well. AllianceOne has never failed to execute a contract on time.

We recognize the trepidation experienced with many government clients once it is time to go live. The goal at AllianceOne is to minimize risk in administering collection programs. AllianceOne recruits employees with direct public sector experience to enhance our collection process and further our understanding of the government environment. Our collectors specialize in government debt and they can clearly explain the fee structure and all other aspects of debt to consumers.

Matt Larson, Client Services Director, will serve as the implementation lead for this contract. Mr. Larson has a comprehensive knowledge of the government industry, contracts and AllianceOne's system and processes. Mr. Larson is experienced in coordinating collection contracts and will provide the Port Authority with excellent responsive service for all contract specific interaction. The implementation group will document all Port Authority contractual requirements and oversee the implementation of the contract to include every facet of the program. In addition to Mr. Larson leading the implementation team, your assigned Account Manager, Mark Lombardo, will ensure that the project keeps on track and be in constant communication with the Port Authority.

The IT team will work alongside Mr. Larson and Mr. Lombardo to ensure that the project starts on the right foot. Once all aspects of development are completed, the operations team will participate in a training session to review contract specifications and account handling expectations.

- *Implementation example 1:* Superior Court of California, County of Contra Costa: AllianceOne received a large volume of initial placements( ). We also took over all of their business, Our team had all services implemented in 30 days from contract signing.

  We also interface and participate in the Court's California Franchise Tax Board TIP (Tax Intercept Program) and COD. AllianceOne has a proven track record increasing performance when taking over a collection contract from another agency.

- *Implementation example 2:* Florida SunToll: AllianceOne was one of two agencies selected for collection of delinquent toll violations. The testing was very involved including daily file exchanges and testing. The timeline was stringent and required a go live date within 30 days. All development was finalized ahead of time and without any exceptions. The client has reported that we are exceeding expectations in both collections and just overall customer service. She said that we are so on point in every aspect and she cannot believe how well this has gone.

California Superior Courts

- 50+ FTEs
- 57 counties with separate and roll-up reporting
- Work orders with different account treatment by court
- Interface for payments, adjustments and updates
- Facilitate secondary process with State
- Project launched on time

Global Carbon Footprint

The Implementation group will document all Port Authority contractual requirements and oversee the Implementation of the contract to include every facet of the program. The Implementation team and management review both implementation and on-going service throughout the contract to ensure AllianceOne's set-up and forward service meets all contractual and internal policies and procedures. AllianceOne also utilizes a detailed internal contract check list that has been developed to ensure that all facets of the contract are properly implemented. AllianceOne proposes a 30-day contract implementation.

We propose the following communication schedule to make sure that all parties are abreast of the relationship status at all times. The frequency of contact can be adjusted to meet Port Authority requests.

Performance Matrix:

30 day implementation	Reviewed with the Port Authority daily with weekly recap during implementation
Work continually with Port Authority staff from implementation through contract completion ensuring compliance with all policies, procedures and directives	Reviewed with the Port Authority, at minimum, quarterly
Liquidation goals by year and overall	Reviewed with the Port Authority quarterly
Superior results with best return on investment	Reviewed with the Port Authority quarterly
Telephone attempt every 3 days for the first 120 days unless paid in full	Reviewed with the Port Authority quarterly
Responsive Client Service for the Port Authority	Reviewed with the Port Authority monthly or at designation of the Port Authority
Timely reports each and every month, file and remittance transmission with zero errors	Reviewed with the Port Authority monthly
Treat Port Authority debtors with dignity and respect while attempting to collect debt	Review with the Port Authority quarterly
World class compliance	Reviewed with the Port Authority quarterly

AllianceOne will supply supporting reports for discussion during all reviews of performance objectives.

AllianceOne

Planning: Master Project Plan_Updated December 2013

	TASK NAME	RESOURCE	DURATION		START	FINISH
	BUSINESS DEVELOPMENT					
01	Define SOW Requirements	Business Development	1	days		days
02	Review of SOW	Business Development	1	days		days
03	Distribution of SOW to Key Players	Business Development	1	days		days
	II. IMPLEMENTATION					
11	Launch Activities					
12	Create FTP site for Client and AllianceOne Launch communication	Project Manager	1	days		days
13	Meetings					
14	Initial kickoff meeting (Internal)	Project Manager	2	hours		days
15	Initial kickoff meeting (External)	Project Manager	2	hours		days
16	Client/AllianceOne - Recruitment call	Project Manager	1	hour		days
17	Client/AllianceOne - Training call	Project Manager	1	hour		days
18	Client/AllianceOne - Client Service call	Project Manager	1	hour		days
19	Client/AllianceOne - Technology call	IT PM	1	hour		days
110	Client/AllianceOne - Operations call	Project Manager	1	hour		days
111	Status Calls		1	hour		days
112	Week 1 status meeting	Project Manager	1	hour		days
113	Week 2 status meeting	Project Manager	1	hour		days
114	Week 3 status meeting	Project Manager	1	hour		days
116	Week 4 status meeting	Project Manager	1	hour		days
115	Post Launch Meeting - Lessons Learned	Project Manager	1	hour		days
117	30 day process review	Account Management	1	hour		days
118	60 day process review	Account Management	1	hour		days
119	90 day process review	Account Management	1	hour		days
	III. TRAVEL					
01	Travel Arrangements					
02	Determine # of Client Trainers needed	Vendor Manager	1	days		days
03	Identify Training Location	Vendor Manager	1	days		days
04	Confirm Training Materials to be used	Vendor Manager	1	days		days
05	Identify Participants					
06	Operations (ACCM, Sups & SMEs)	Operations Director	1	days		days
07	Training	Training Manager	1	days		days
08	SMEs from Client Business					
09	Flights Confirmation	Project Manager	1	days		days
010	Hotel Accomodations	Project Manager	1	days		days
011	Airport Pick Up and Transportation	Project Manager	1	days		days
	IV. INFORMATION TECHNOLOGY					
IV1	Encryption	IT	5	days		days
IV2	FTP login/password	IT	5	days		days
IV3	Placement file	IT	5	days		days
IV4	Backing	IT	5	days		days
IV5	Forward flow	IT	5	days		days
IV6	File layout	IT	5	days		days
IV7	Sample file	IT	5	days		days

Response to RFP Collectio Service

IV4	Backlog	IT	5	days	days
IV5	Forward flow	IT	5	days	days
IV6	File layout	IT	5	days	days
IV7	Sample file	IT	5	days	days
IV8	Push/Pull	IT	5	days	days
IV9	Adjustment file	IT	5	days	days
IV10	Backlog	IT	5	days	days
IV11	Forward flow	IT	5	days	days
IV12	File layout	IT	5	days	days
IV13	Sample file	IT	5	days	days
IV14	Push/Pull	IT	5	days	days
IV15	Payment file	IT	5	days	days
IV16	Backlog	IT	5	days	days
IV17	Forward flow	IT	5	days	days
IV18	File layout	IT	5	days	days
IV19	Sample file	IT	5	days	days
IV20	Push/Pull	IT	5	days	days
IV21	Update file	IT	5	days	days
IV22	Backlog	IT	5	days	days
IV23	Forward flow	IT	5	days	days
IV24	File layout	IT	5	days	days
IV25	Sample file	IT	5	days	days
IV26	Push/Pull	IT	5	days	days
IV27	System Reconciliation	IT		Concurrent	days
IV28	Frequency	IT		Concurrent	days
IV29	Cutoff	IT		Concurrent	days
V	**RECRUITMENT/HIRING**				
V1	Identify Recruiting POC	Operations Director	1	days	days
V2	Determine # of Recruiters needed	Recruitment Manager	1	days	days
V3	Assign Recruiters	Recruitment Manager	1	days	days
V4	Create Agent Profile	Operations Director	1	days	days
V5	Create Client Specific Test	Operations Director	1	days	days
V6	Create & Run Advertising	Operations Director	1	days	days
V7	Submit Man-Power Request Form/Transfer Form	Operations Director	1	days	days
V8	Agents	Operations Director	1	days	days
V9	Supervisors	Operations Director	1	days	days
V10	ACCMs	Operations Director	1	days	days
V11	Background checks	Compliance	5	days	days
V12	License agents in MN and NV	Compliance	1	days	days
V13	Recruiting Calibration	Recruitment Manager	1	days	days
V14	Agent Hiring	Recruitment Manager	1	days	days
V15	Wave 1	Recruitment Manager	2	weeks	days
V16	Wave 2	Recruitment Manager	2	weeks	days
VI	**TRAINING**				
V1	Identify training Manager	Call Center Manager			
V2	Determine # of Trainer(s) needed	Training Manager	1	days	days
V3	Submit class dates to Ops and book classrooms	Training Manager	1	days	days
V4	Receive & Review training agenda and curriculum	Training Manager	1	days	days
V5	Agent Training	Training Manager			
V6	Wave 1	Training Manager	1	weeks	days
V7	Client Specific Training	Training Manager	1	weeks	days
V8	Nesting	Training Manager	1	weeks	days
V9	Go Live	Call Center Manager	1	weeks	days
V10	Wave 2	Training Manager	1	weeks	days
V11	Client Specific Training	Training Manager	1	weeks	days
V12	Nesting	Training Manager	1	weeks	days
V13	Go Live	Call Center Manager	1	weeks	days
VII	**CLIENT ACCESS**				
V1	Login Administration				
V2	Receive client requirements	Project Manager	1	hours	days
V3	Request Log ins	Project Manager	1	hours	days
V4	Train client staff	Project Manager			
V5	Reports	Project Manager	2	hours	days
V6	Account Inquiry	Project Manager	2	hours	days

VIII	CLIENT SERVICE					
VIII1	Create or receive client forms	Client Service Manager	5	days after IT	days	
VIII2	Receive client requirements	Client Service Manager	5	days after IT	days	
VIII3	Reports	Client Service	5	days after IT	days	
VIII4	Acknowledgment of new	Client Service	5	days after IT	days	
VIII5	Transmission method	Client Service	5	days after IT	days	
VIII6	Format	Client Service	5	days after IT	days	
VIII7	Development	Client Service	5	days after IT	days	
VIII8	Testing	Client Service	5	days after IT	days	
VIII9	Client approval	Client Service	5	days after IT	days	
VIII10	Frequency	Client Service	5	days after IT	days	
VIII11	Cancellation of accounts	Client Service	5	days after IT	days	
VIII12	Transmission method	Client Service	5	days after IT	days	
VIII13	Format	Client Service	5	days after IT	days	
VIII14	Development	Client Service	5	days after IT	days	
VIII15	Testing	Client Service	5	days after IT	days	
VIII16	Client approval	Client Service	5	days after IT	days	
VIII17	Frequency	Client Service	5	days after IT	days	
VIII18	Collection result reports	Client Service	5	days after IT	days	
VIII19	Transmission method	Client Service	5	days after IT	days	
VIII20	Format	Client Service	5	days after IT	days	
VIII21	Development	Client Service	5	days after IT	days	
VIII22	Testing	Client Service	5	days after IT	days	
VIII23	Client approval	Client Service	5	days after IT	days	
VIII24	Frequency	Client Service	5	days after IT	days	
VIII25	History report	Client Service	5	days after IT	days	
VIII26	Transmission	Client Service	5	days after IT	days	
VIII27	Format	Client Service	5	days after IT	days	
VIII28	Development	Client Service	5	days after IT	days	
VIII29	Testing	Client Service	5	days after IT	days	
VIII30	Client approval	Client Service	5	days after IT	days	
VIII31	Frequency	Client Service	5	days after IT	days	
VIII32	Paid in full report	Client Service	5	days after IT	days	
VIII33	Transmission	Client Service	5	days after IT	days	
VIII34	Format	Client Service	5	days after IT	days	
VIII35	Development	Client Service	5	days after IT	days	
VIII36	Testing	Client Service	5	days after IT	days	
VIII37	Client approval	Client Service	5	days after IT	days	
VIII38	Frequency	Client Service	5	days after IT	days	
VIII39	Collateral	Client Service	5	days after IT	days	
VIII40	Business cards for client to provide consumers	Client Service	5	days after IT	days	
VIII41	AllianceOne client service contacts	Client Service	5	days after IT	days	
VIII42	Insurance documents	Client Service	5	days after IT	days	
VIII43	Dispute handling	Client Service	5	days after IT	days	
VIII44	Payment locations	Client Service	5	days after IT	days	
VIII45	On-site staff needed	Client Service	5	days after IT	days	
IX	ACCOUNTING					
IX1	Payments	Accounting		1 week during 3rd week	days	
IX2	Special requirements such as PIF only	Accounting		1 week during 3rd week	days	
IX3	Payment application parameters	Accounting		1 week during 3rd week	days	
IX4	NSF handling	Accounting		1 week during 3rd week	days	
IX5	Client allow reversals or holdover	Accounting		1 week during 3rd week	days	
IX6	Notice of dishonor	Accounting		1 week during 3rd week	days	
IX7	Remittance	Accounting		1 week during 3rd week	days	
IX8	ACH bank information	Accounting		1 week during 3rd week	days	
IX9	Cutoff time	Accounting		1 week during 3rd week	days	

Done concurrently

X. NEW OFFICE SET-UP														
X.1 Sign lease		PROJECT MANAGEMENT	Within 7 days of contract signing	Days										
X.2 Place furniture and desktops		PROJECT MANAGEMENT	Within 30 days of contract signing	Days										
X.3 Establish voice and data connections		PROJECT MANAGEMENT	Within 30 days of contract signing	Days										

Upon completion of all implementation steps above, accounts will be loaded into AllianceOne's collection software system and AllianceOne's proven account handling will commence.

Tool 1: Account loading and matching - AllianceOne is able to receive account information in a wide variety of formats from our clients. The systems we have in place contain mechanisms that allow us to verify, track and monitor different variables that are crucial in our account reconciliation process. Inconsistencies or inadequacies at any phase or metric are immediately flagged and addressed before collection efforts are attempted. The accounts are matched against more than 25 million other accounts for the same consumer so that the collector can work all accounts together. As part of the day-end process, weight is given to certain matching data appearing in different accounts such as name, address, social security number, driver's license number and client reference number. When the matches between two or more accounts accumulate a minimum weight, they are automatically packeted together. Any accounts with matching data that do not attain the minimum weight for automatic packeting, are identified and placed in a report for the collection representative to manually review. All accounts are processed through this matching routine daily. All new accounts must be worked within 24 to 48 hours of placement.

Tool 2: Register owner search - Registered owner information is searched based on address location. We receive registered owner and driver's license information. DRL information includes name, address, aka, sex, DOB, height, weight, hair, eye, expiration, restrictions and status. Our collectors ONLY work court fines and fees.

Tool 3: Bankruptcy scrub - Accounts are processed through specific filters to identify bankruptcy information and flag the account properly. The bankruptcy scrub returns chapter, case, court id, division code, file date, discharge date, dismiss date, and other pertinent information in order to place the account in the proper disposition. This action takes place prior to initiating collection activity. If a bankruptcy account is identified, it is referred to the bankruptcy department for handling or returned to the Port Authority depending on contract specifications. AllianceOne has dedicated employees for handling bankruptcy cases at no extra cost. These employees work under the guidance of in-house counsel. AllianceOne has the ability to file claims on behalf of clients. If a client requests notification of bankruptcies without filing, AllianceOne reports the bankruptcy notice of the Chapter 7 or Chapter 13 status and cancels all accounts back to the client. If the Port Authority chooses to have AllianceOne process bankruptcy accounts it then would be dependent upon the type of account and whether or not the debt survives a bankruptcy. A hardcopy statement or proof of the debt would be required from the client to file a claim.

Chapter 7 Procedures - When the Chapter 7 notice is received all accounts are identified and updated with the bankruptcy information, status codes are changed to stop notices and the interest is stopped. Accounts are separated depending on the type of account, dischargeable or non-dischargeable. A date of service of the debt is required to determine if the debt is pre-petition and will be discharged in the bankruptcy or post-petition and can be collected after the discharge of the bankruptcy.

Dischargeable debts: If the account will be discharged it is canceled when the notice is received. **Non-dischargeable debts:** If the account will not discharge it is held on a support desk to wait for the discharge to be received. It is protected by the status code so no notices can be sent and no calls can be made to avoid any violations of the bankruptcy stay. **Discharge filed:** When the discharge notice is received it is noted on all accounts. Any accounts that do not include interest or a collection fee are sent back to the collection staff to resume collection efforts. The collection fee and interest are discharged in the chapter 7 bankruptcy so any accounts that include a collection fee will either need to be canceled and reassigned by the Port Authority or if the Port Authority chooses they can sign a

"General Administrative Order" that will allow AllianceOne to reassign all accounts upon receipt of the discharge notice and collection efforts resume.

Chapter 13 Procedures NOTE: Bankruptcy handling is offered free of additional charge to the Port Authority. When the Chapter 13 notice is received all accounts are identified and are updated with the bankruptcy information, status codes are changed to stop notices and the interest is stopped. A date of service of the debt is required to determine if the debt is pre-petition and a claim can be filed or post-petition and can be collected after the discharge of the bankruptcy. A copy of the account statement will be required for AllianceOne to file a claim. Accounts are separated depending on the type of account, judgments, open accounts, infraction tickets, criminal tickets and superior violations. The type of account is part of the determination by the bankruptcy judge for the priority of the claims and payments to the creditors. Separate claims are filed for each packet of account types and are filed electronically or paper filed with the bankruptcy court. Once the claims are filed and the plan is approved the trustee will send payments monthly for the allowed claims. Some claims may be approved and receive payments and some claims may not. Separate payments are sent for the various claims and they must be noted and posted accordingly. Most all debts will be discharged in the chapter 13 but certain types of debts if not paid through the chapter 13 will survive and collection efforts can resume. The following is a sample proof of claim.

Tool 4: Deceased scrub - All of our accounts are summited to a scrub that identifies deceased accounts. The scrub determines whether the consumer is deceased, and if deceased, the date along with spouse information. This information is appended to the collection system. The collector either requests copies of the death certificate, files a probate claim or the account is returned to the client.

Tool 5: Address scrub - The address provide by the Port Authority is matched against Allianceone's internal database to determine the last known address. The information is updated in a window for the collector to compare address information. This is done in addition to NCOA.

Tool 6: Phone scrub - A series of phone numbers are provided to the collector for dialing. The phones are returned in a rank order status so that the first collector efforts are to the most valid phone. All phone numbers are updated in a window that can be called in various campaigns. The process de-dupes or checks to verify that the information is new and hasn't been reported on another account previously.

Tool 7: Neighbor scrub - The neighbor scrub identifies neighbors information including address and phone number for the collector to attempt to contact. The information is loaded to a window within the account. When the collector contacts the neighbors they don't disclose the reason for the call.

Tool 8: Relative scrub - The relative scrub provides name, mailing address and phone information to reach potential relatives in an effort to locate the consumer. Relative information is loaded to a window within the account. Collectors utilize relatives to gain updated contact information for consumers.

Tool 9: Associate scrub - The associate scrub returns contact information for associates on file. This includes name, address, city, state, zip, phone and date of birth information.

Tool 10: Cell phone identification - Cell phones can only be worked manually. This tool identifies cell phones so that the proper dialing method can be deployed. Cell phones are identified in a special window in the system to ensure that they are called manually.

Tool 11: Contact ability score - The contact ability score gives the likelihood to reach a consumer based upon the information in the consumer account. Unlike credit scores, this allows collection management to key in on accounts with higher contact rates. All accounts are worked regardless of score. When working government debt, it is much different than other types of debt. We have found the contact score more helpful than the credit worthiness score.

Tool 12: NCOA - All new listings are processed through National Change of Address (NCOA) regardless of balance. NCOA compares the account address with US Post Office records. If the USPO has a more current address, the account is updated with the new address. The new address is automatically transmitted to the account file, replacing the outdated address information. This ensures all collection efforts commence on the most current address.

Tool 13: Letters - AllianceOne tailors our letters to meet the exact specifications of our clients. The initial demand letter is typically sent within 5 business days of the assignment date of each account. Subsequent letters are sent and a letter schedule is set based on client requirements. Letters can be provided in English and Spanish, and can also be made available in other foreign languages if needed.

All letters utilized by AllianceOne are reviewed by one of its in-house attorneys for compliance with all applicable federal, state and local laws. AllianceOne will partner with the Port Authority to develop and approve a letter series for this contract. All draft letters will be submitted to the Port Authority for approval prior to implementation. Letters can reference the Port Authority's account number(s) and any other identifying information requested. The software allows for electronic restrictions to be added restricting the sending of a particular letter within a given period of time. AllianceOne provides its collection representatives with client approved letter options to effectively evoke payment.

The following represents the typical mail cycle applied to each account. We will work within the Port Authority timelines and regulations regarding issuing and sending of notices.

Day 1: Within twenty-four hours of placement, all customer accounts that are not coded as mail returns will be sent a formal notice stating that their account has been referred to AllianceOne for collection. All letters are subject to client review prior to implementation.

Day 31: All customer accounts with a valid address will be sent a second collection notice if appropriate.

Day 61: Accounts that require further correspondence will be sent a third collection notice. Additional letters may be mailed throughout the life of the account as required.

Final Effort: A final effort is made prior to account closure

Please see Exhibit B: Sample Letters - *Confidential Materials*

Tool 14: Predictive dialer - AllianceOne utilizes Ontario Systems' Architect interface, based on application needs; this receivables management system integrates with our collection system. Architect helps automate account flow, increase the speed of collections, and help better manage receivables. This is accomplished through a suite of integrated tools designed to enable efficient gathering, prioritization and dissemination of information. Our dialer capabilities offer AllianceOne the ability to build specific targeted dialing pools to concentrate our collection efforts and meet consumer production demands. Dialer campaigns are specialized to focus on batches of accounts with lower liquidation than expected, based on specific case type, tax campaigns centered on refunds, and birthday reminder calls.

- Records all collection calls
- Allows the supervisor to listen to agent calls and barge the call
- Provides up to the minute reporting on collector status to ensure that calls are being answered timely
- Dialer calibrates outbound efforts based on anser time
- Accounts remain in a dialing pool until one of four things happen:
  - The customer is contacted and a satisfactory arrangement is made to resolve the debt.
  - The customer is contacted and a dispute or problem that has caused payment to be withheld is documented (this would then be followed by an immediate attempt to resolve the disputed issue and effect payment).
  - The customer is contacted and flatly refuses to pay or reasonably discuss the matter; this is documented and various other avenues of collection are evaluated. It is determined that the customer cannot be contacted and skiptracing has not successfully developed a valid number or address for the customer.

Collectors enter information in Architect which is updated to the specific accounts notes. The Management team has the Artiva Manager open all day long to monitor the status of agents, average hold times, maximum hold times, handle times etc. Supervisors have the ability to monitor calls with a single click. This is done in addition to the compliance monitoring.

Tool 15: Attended and unattended messaging - Through this method of dialing, customized messages can be created per campaign. The consumer has the option to hit the 8 key and transfer to a collector with attended messaging campaigns. Unattended campaigns leave a message with a toll free call back number. Thousands of consumers can be reached in a matter of minutes through unattended messaging. The messages are personalized for each consumer and include their name and the option to identify if an incorrect party. These blaster campaigns are very useful at various times of the year. During February and March, the campaigns are focused on tax time. During the holidays, we attempt to capture any funds gifted. Clients may run an amnesty program and this can efficiently spread the word. We will work with the Port Authority to build campaigns specific to your needs.

Tool 16: Manual calling - Collection Settings - When the customer is on the phone, AllianceOne personnel are trained to obtain the following information:

- Verify contact address and phone numbers.
- Update date of birth and social security information if not already on file.
- Obtain financial status of the individual, including information on assets and sources of income.
- Obtain information regarding significant outstanding litigation items, such as an ongoing bankruptcy, etc.
- Verify any real assets such as property or other tangible items. Find out if the assets are leveraged and if not, whether they can be used as collateral to obtain a loan.

If the proper information is obtained, the collector will:

- Provide the customer with relevant information regarding the obligation.
- Inform the customer of their rights and responsibilities.
- Demand the balance in full.
- Offer a payment plan if unable to pay in full.

AllianceOne has outlined some common collection settings to better illustrate our collection process, the following settings are part of our daily operations and can be adjusted to meet the needs of each of our clients

Setting 1-Contact is made via phone; the debtor acknowledges the debt and makes payment to resolve the account in full.

- ✓ Full contact information is requested.
- ✓ Payment is agreed upon and processed.
- ✓ Once payment is posted in our system, the account is updated and monies are remitted to our client.
- ✓ If credit bureau has already been marked, an update is sent
- ✓ Account is closed.

Setting 2 - Contact is made via telephone; Payment in full is not possible.

- ✓ Full contact information is requested.
- ✓ A financial profile is created to determine a viable payment arrangement.
- ✓ Payment arrangement is agreed upon and secured if possible.
- ✓ Payments are remitted to client once they have been posted in our system.
- ✓ Upon completion of the payment plan the account is closed and returned to client.
- ✓ Account will be reported to credit bureaus as paid in full.

Setting 3 - Contact is made via telephone; the debtor is uncooperative and refuses to pay.

- ✓ Full contact information is requested.
- ✓ Debtor is advised of consequences of not resolving the debt; these will vary by debt type and client guidelines and may include:
  - o Credit reporting
  - o License suspension
  - o Referral to state tax intercept, if applicable
  - o Legal action
- ✓ Letters continue to be sent containing progressively assertive language.
- ✓ Continued telephone calls are made in an attempt to persuade the debtor into a voluntary resolution.
- ✓ After the designated amount of time, the credit bureaus are notified of this delinquent debt.
- ✓ If the debt continues unpaid and legal action is allowed by client, credit bureau reports and other tools are utilized to identify and verify assets.
- ✓ Legal action follows its course.

Setting 4 - Debtor has valid address and telephone information but contact cannot be established; no payment is received.

- ✓ Letters are sent in monthly intervals and become progressively assertive in language.
- ✓ Continued telephone calls are made at different times and different days.
- ✓ After the designated amount of time, the credit bureaus are notified of this delinquent debt.
- ✓ If the debt continues unpaid and legal action is allowed by client, credit bureau reports and other tools are utilized to identify and verify assets.

Setting 5 - Debtor has no valid address or telephone information.

- ✓ When attempts to reach the debtor through correspondence or via telephone are unsuccessful, AllianceOne will refer the account to our skip-trace queue where our expert skip-tracers use different tools and on-line data bases to obtain more up-to-date location/contact information.
- ✓ If the results of our skip-tracing efforts are successful, we continue our collection process by sending letters and placing telephone calls to try and resolve the debt.
- ✓ If we are unsuccessful in locating the debtor, after the designated amount of time, the credit bureaus are notified of this delinquent debt.
- ✓ The account is reworked on average every 6 months to determine if new contact information is available.

Setting 6 - Debtor promises to pay in full and doesn't follow through or has a payment plan and defaults on a payment.

- ✓ If a promise to pay is documented in our system and the deadline for said payment has elapsed without a payment, our agents are notified immediately in order for the debtor to be contacted and inquire on the reason for defaulting on the arrangement.
- ✓ If a payment is not received on time, a letter is sent automatically notifying the debtor on their delinquency.
- ✓ If the amount of the payment plan cannot be paid, a new payment plan is negotiated and debtor is advised that the lower payment plan is only temporarily approved and will be re-assessed in the near future to allow for increased payment amounts (usually 3 months after).
- ✓ After the designated amount of time, if there is a remaining balance, the credit bureaus are notified of this delinquent debt.
- ✓ If the debt continues unpaid and legal action is allowed by client, credit bureau reports and other tools are utilized to identify and verify assets.
- ✓ Legal action follows its course.

Setting 7 - Debtor disputes the validity of the debt or requests evidence of the debt.

- ✓ When a debtor expresses that they are disputing the debt, our agents will inquire on the nature of the dispute.
- ✓ If the dispute is pertaining to the amount owed, our agents request that the debtor submit the dispute in writing, outlining the reason and amount they are disputing.
- ✓ If the debtor requests validation of the debt, our agent refers the account to our Client Services department for proper documentation and proof of debt to be sent.
- ✓ All information and proof received by our client is sent to the debtor within 30 days of the request date in compliance with the Fair Debt Collection Practices Act.
- ✓ The account is reported as disputed through a weekly update process with the three credit bureaus.
- ✓ If the validity of the debt cannot be proved, AllianceOne will cancel and send the account back to our client.
- ✓ If the validity of the debt is asserted, AllianceOne will continue collection activity.

Setting 8 - Debtor is incarcerated.

- ✓ If our agents are notified by a third party that the debtor is incarcerated, the jail population is checked.
- ✓ The account is updated with the release date.

✓ The account activity is suspended until the release date passes.

Tool 17: Scripts - The following scripts are used as needed. We also work within client provided scripts. AllianceOne focuses on training our staff to effectively work with or without scripts.

Tool 18: Skiptracing - AllianceOne has a national skiptracing system that effectively locates customers throughout the United States teamed with an extensive internal national database of individuals and businesses. The geographical location of the individual/business is not a factor in the success of AllianceOne's collection program. Our skip tools combine a mix of automated and manual search methods. We have a dedicated skiptracing team in San Diego that will focus on the Port Authority's business.

AllianceOne's validation process of skiptracing hits is an important part of keeping complaints low. AllianceOne processes accounts through a skiptracing "waterfall" wherein databases are researched consecutively until contact information is found. The waterfall systematically searches the following databases:

Phone address database A - This batch product is requested by the collector. Updated address and phone information is appended to the file and loaded to the account windows for follow-up.

Registered owner database B - This provides a batch update of registered owners based on license plate information.

Employment database C - This extremely effective tool allows collectors to obtain and verify employment information. It is often times used in advance of legal action.

Phone database D - This batch process provides the collectors with update phone information.

Internet database E – The Internet is an invaluable source for skiptracing. The search engines allow for quick access to Department of Revenue records, corporation information and other useful public information. Skiptracing specialists perform searches daily, new information is noted and the account is set for a follow-up. Our skiptracing specialists utilize a number of search engines to maximize 'locates'. AllianceOne has established its own skiptracing website with multiple search engines for timely location of information and convenience for collection representatives.

Intranet database F – All collectors work from PC's with limited access to specific internet sites and the company intranet. The Intranet contains information specific to collecting government accounts.

Collection Representative Contacts/Internal Phonebook database G – AllianceOne has developed, system-wide, a compilation of outside contacts in business, finance and employment areas to use for direct collection representative skiptracing sources. Company names, contact persons and telephone numbers are kept in an internal electronic phonebook within the Columbia Ultimate system, and are accessible to collection representatives from all offices. Additions to this electronic phone book are made whenever a new skiptracing contact is established.

Additional methods -Our skip-tracing team, comprised of tenured collection agents trained in all laws relevant to our industry, are able to assist the collectors with skiptracing efforts throughout the process. Collectors can send the account to a support desk for more in depth skiptracing.

Tool 19: Payment plans - Collection results have proven that telephone contact is definitely the strongest and most efficient tool we have. Our agents strive to find a solution that is mutually beneficial to all parties involved, while at the same time keeping our client's best interest in mind and never losing sight of our ultimate goal which is to obtain "the most amount of money, in the shortest amount of time". Our collection team works a variety of different time shifts to maximize our coverage and exceed production standards. AllianceOne strives to provide consumers with a variety of payment

options. In order for a consumer to establish a payment plan, they must provide their address, phone, place of employment, date of birth, social security number and bank name.

Payment plan types

1. **Conventional payment plan**-This is offered to individuals who are typically gainfully employed. Payment percentages and length of time vary based on balance. There are terms for consumers who default to re-instate terms.
   Down payment: 10% of balance
   Monthly minimum: $100

   Consumers who are garnished, may establish a payment plan based on the amount caught in the garnishment unless the financial circumstance has changed. For example, if the garnishment caught $125 per month, the monthly minimum is $125. Consumers have the option of which accounts they want on a plan if there is no change. If the situation changed and the consumer now works half time the minimum would be $62.50.

2. **Conforming payment plan**-This is offered to individuals on public assistance including welfare, social security, unemployment benefits and labor & industries.
   Down payment: N/A
   Monthly minimum: $25

Balance	Length of payment plan	to calculate payment
Under $750	12 months	divide the balance by 5
$750.01 to $2,500	24 months	divide the balance by 11
Over $2,500	84 months	divide the balance by 83

3. **Conditional payment plan**-This is offered to consumers who are below the poverty line.

Relicensing Program / PIA (Payment In Adjudication) Program - AllianceOne currently works with multiple court clients in a relicensing program and has a far-reaching payment program in place. This program was originally initiated in Washington State and was pioneered to assist AllianceOne's court clients in their endeavor to reduce the number of individuals with Driving While License Suspended charges. AllianceOne worked with the court and came up with parameters to allow debtors to reinstate their driver's licenses, while maintaining strict payment plans of outstanding debts owed the courts which had been referred for collection. This program is supported by collectors who obtain detailed information from the debtor prior to plan initiation. The debtor must meet all of the criteria agreed upon by the court to qualify for the payment plan option and show a good faith first payment prior to being placed on the plan. When a debtor has met these requirements the court is notified by a daily fax report so it can accomplish the on-line DOL adjudication of the driver's license hold. If the debtor makes the first payment at an AllianceOne office and wants to go directly to DOL, he/she is given a paper adjudication form which is accepted by DOL. The courts supporting this collection payment plan for relicensing agree to re-suspend licenses immediately upon notification by AllianceOne if the debtor has defaulted on a payment. Once a debtor has defaulted, eligibility is determined on a case-by-case basis. If the determination is made to remove the debtor from the PIA program they must pay the account in full before their license hold is released. Since debtors traditionally have violations in multiple jurisdictions, AllianceOne's program allows most debtors to take care of their matters in one place and satisfy the courts' goal in regards to driver's license

restoration. Minimal court staff is needed to assist with this program. This program is offered at no additional cost to the court or the debtor. To-date, over 90 of AllianceOne's court clients utilize this program.

Tool 20: Settlements - If the Port Authority permits settlements, the collectors pitch this option. This information is stored in the client handling section which is accessible to each collector.

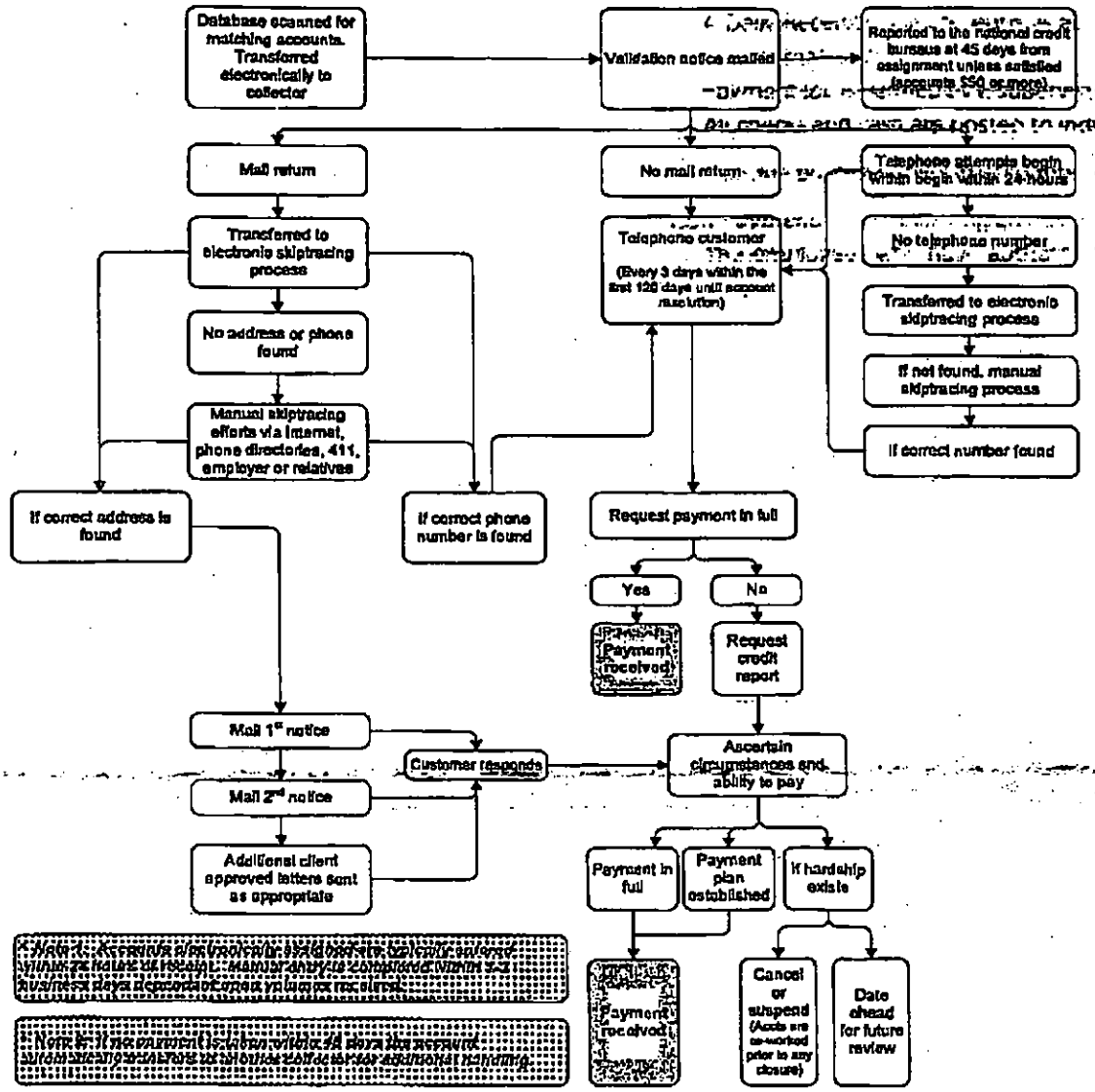
Tool 21: Legal action - AllianceOne can provide collection litigation service for the Port Authority, if desired. When other avenues for voluntary resolution have failed, if the Port Authority so chooses, we initiate legal activity to resolve the debt as a last resort. Many times in the collection process it becomes apparent that a debtor will not pay voluntarily. Our in-house Legal department is fully capable and prepared to provide litigation services to reach a fair resolution if this option is desired by the Port Authority. Detailed information will be provided upon request.

What can you expect? - ***Dollar value threshold*** – Following is a suggested flow of handling account and actions. We will abide by the Port Authority's requirements and guidelines regarding all contact and communication with customers. AllianceOne does not base efforts on age of account however we do vary procedures based on dollar amount of an account. AllianceOne combines totals for the same individual or business and bases efforts on the total dollar value assigned. AllianceOne typically varies collection and skiptracing efforts based upon dollar balance of accounts in the following categories:

- $0.01 – less than $100.00 – First notice is sent and contact attempts are made the first day it is dealt to a collector's electronic desk. The accounts for the Port Authority, if approved and permitted, will be cross-referenced to see if there are additional accounts for the same individual/business. All phone numbers provided by the client are attempted. Skiptracing is completed if the contact information provided is not successful. Accounts are then "autodialed" for 30 days. If all attempts are unsuccessful, a second letter is sent to the customer. AllianceOne will dial accounts every 3 days within the first 120 days of assignment until account resolution or recycling process begins to search for additional contact avenues.
- $101.00 - $500.00 –Steps are followed for the $0.01 - $100.00 category. Extensive skiptracing databases are accessed in this dollar grouping if the above steps are not successful. An additional letter is sent. Collectors must review all account notes to ensure possible leads are exhausted. To ensure a thorough handling of every account AllianceOne will dial accounts every 3 days within the first 120 days of assignment until account resolution or recycling process begins to search for additional contact avenues.
- $501.00 - $1,000.00 –Steps for all categories above are followed. An additional letter is sent. Additional skiptracing services are utilized to locate contact information. Additional letter(s) are sent to secure payment. AllianceOne will dial accounts every 3 days within the first 120 days of assignment until account resolution or recycling process begins to search for additional contact avenues.
- $1,001.00 and above –Steps for all categories above are followed. An additional letter is sent. Additional skiptracing services are utilized to locate contact information. Additional letter(s) are sent to secure payment. AllianceOne will dial accounts every 3 days within the first 120 days of assignment until account resolution or recycling process begins to search for additional contact avenues.

Account Handling Procedures flowchart – AllianceOne has supplied an account handling procedures flowchart which maps the collection process from beginning to end.

Actions immediately following an account entering the AllianceOne system



AllianceOne will direct all payments to the designated lockbox.

We offer additional information on our capabilities and processes regarding funds handling to further ensure our ability to provide safe and accurate reporting and wire transfer of funds to the Port Authority utilizing the lockbox.

AllianceOne has established relationships with several financial institutions that accept cash payments as a convenience to debtors. We include toll free numbers that route to our collection team on all collection letters. Consumers will have toll free access to our contract assigned staff:

- Credit card and debit card payments
- CU*Remit (automated in-house check writing software)
- Web-based / Internet (www.payaoi.com)
- Western Union / Quick Collect
- Money orders
- Personal checks
- Cashiers checks
- Post-dated checks
- Cash at any AllianceOne office
- IVR - AllianceOne's Interactive Voice Response system provides debtors access to their accounts, their transaction history and next due date. Payment plans can be created and the debtor can make a payment on their account via credit card or check from their bank account directly to our office. The IVR system maintains accurate and detailed call logs for each day's activities. Our IVR system is designed specifically for the collections industry. IVR is a technology that allows callers to hear specific information over the phone line in response to input from the caller, most often through telephone keypad commands. Data is provided in real time.

The advantages of IVR, both for AllianceOne and for the consumers themselves, including:

1. The ability for consumers to hear information 24 hours a day, seven days a week.
2. Instant response to commonly asked questions over the phone without having to wait for an available agent or go through multiple call transfers.
3. The potential to handle more calls and fewer repetitive and tedious questions for agents, who are then free to handle more difficult and productive calls.
4. The opportunity to get payment commitments and collect funds even when the offices are closed.
5. A less confrontational environment for some debtors, who may be more likely to contact the agency and resolve their debt if they feel they will not be pressured by a collector.

Call actions include:

- Play account balance information
- Transfer a call to an extension on the telephone system
- Play account transaction history
- Play a message
- Play a phrase composed of pre-recorded messages, database values, or other variable information

- Play next due day and amount for an account
- Prompt the caller for a payment plan
- Branch to another call action based on account criteria such as FTB

Call flows can be customized to meet Port Authority requirements

AllianceOne accepts payments online via a web-based payment portal for debtors.

www.payaoi.com

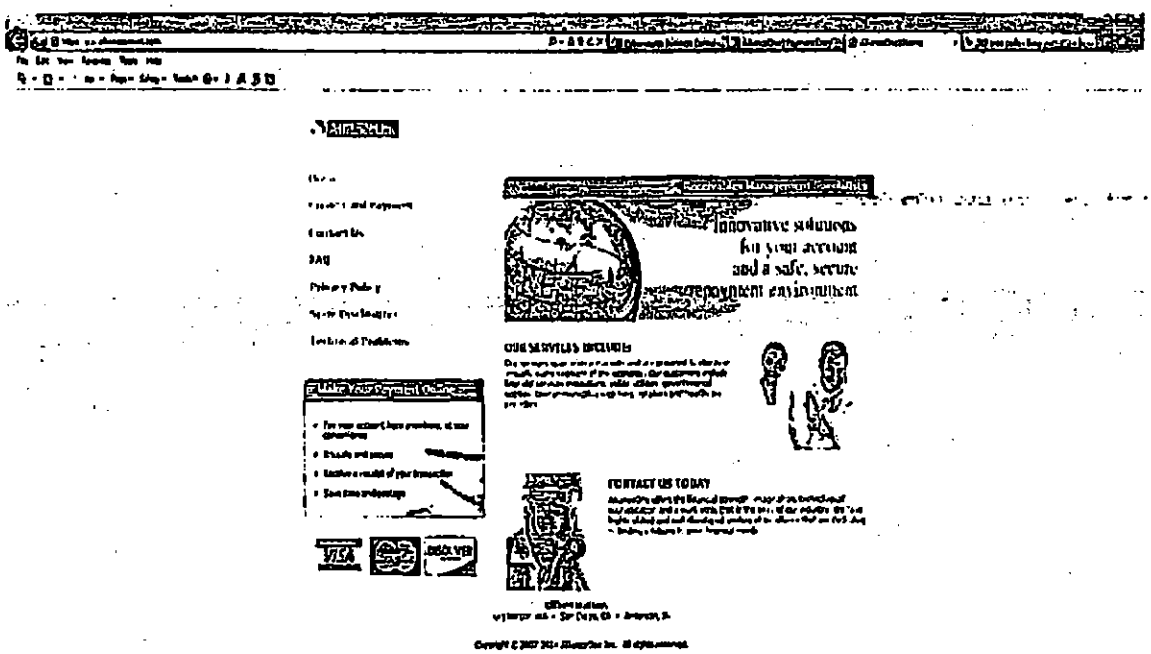
Currently we can take recurring automatic payments on the internal portal and the collectors are offering that option to debtors now.

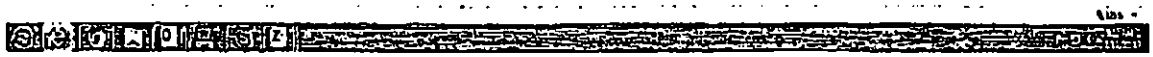
Consumer On-line Payment Access

Currently we can take recurring automatic payments on the internal portal and the collectors are offering that option to debtors now.

We also have an online payment portal for use by assigned individuals to make their payments via the web. This is at www.payaoi.com.

Attached below are screen captures of the on-line payment access system.





This is the screen they will see when they select Credit Card payment. If they have already registered then all they would enter their user name and password, if not they would register by clicking "register" If they forgot their password they can click "click here" and enter their user name and email they registered with an instructions to reset their password will be emailed to them.

Consumers have the ability to:

- Register their account
- Reset their password
- View account detail
- View active payment plans
- Set up new payment plans
- Pay on a specific account
- Set up recurring payments

Bilingual and multilingual services

AllianceOne has the capability to communicate with all debtors. We have collectors who can communicate in the most frequently found non-English languages.

Language Services

AllianceOne's collection team has the capacity to communicate in several other languages. Our other language capabilities include:

Spanish	Chinese	Russian	Haitian	Creole	Korean
Italian	Cantonese	Portuguese	Swedish	Bosnian	
Filipino	French	Romanian	Ukranian	Hebrew	
Greek	Hindi	Serbian	Vietnamese	Lingala	
Hungarian	Finnish	Japanese	Kikongo	Tamil	
German	Mandarin	Patois	Persian (Farsi)	Tshiluba	

As a last resort, and only if necessary, we utilize translation services to communicate. These services are bound through contractual confidentiality measures for any work performed for AllianceOne. AllianceOne has multiple bi-lingual and multi-lingual collection representatives to work with non-English speaking individuals. Our Government Services division has 80 bi-lingual employees and access to a wide variety of other non-English languages throughout the company that can readily assist with these needs. If a collector is unable to communicate with a debtor, they can conference in a third party which operates from the same real time collection and phone system.

A select team of collection representatives will be assigned to this contract and will have the ability to communicate with Spanish speaking debtors. Additional bi-lingual and multi-lingual employees exist throughout the company and will be called upon to assist with this contract if necessary. AllianceOne will also subscribe to one or more of the following interpreter services upon award to meet the needs of all non-English speaking individuals and will maintain these relationships throughout the contract. Additionally, collection letters are printed with Spanish translations on the reverse side and we can accommodate other non-English translations.

In addition to multi-lingual communication, AllianceOne utilizes the following services to communicate with individuals that require additional assistance. Hearing impaired debtors currently communicate via the telephone with the assistance of an operator intercept. AllianceOne collection representatives have a varied letter series available as an additional means of communication for individuals with speech impairments. Sight impaired individuals will receive the standard letter notices in compliance with all local, state and federal regulations and an additional effort is made to contact these individuals by

telephone to resolve their debts. AllianceOne also communicates with blind debtors utilizing telecommunications relay services (Telebraille) when available.

Payment Processing

AllianceOne will direct all payments to the designated lockbox. As noted, we offer this additional information to demonstrate our level of internal controls. AllianceOne is a PCI certified company which shows the level of funds and data security maintained by our company.

AllianceOne's Columbia Ultimate system tracks every action taken on each account assigned. Once a payment is received the account is correctly noted, balance adjusted or zeroed out for payment in full cases. The system electronically controls the collection contact by removing any paid in full account from the live collector queue.

Any accounts on a payment plan are removed from active pursuit unless defaults on a payment occur. This electronic monitoring, along with our supervisory and management teams ensure proper action. Accounts are also updated on the credit bureaus.

AllianceOne is experienced in electronic transfers of money and remittance reporting and will provide this service to the Port Authority. Timing of remittance and reporting is at the discretion of the Port Authority. AllianceOne can accommodate any timing including daily to monthly as desired by the Port Authority. Following are our payment processing procedures for review of the Port Authority.

AllianceOne will supply the Port Authority with its complete internal control manual upon request due to the large volume of this document. This team is experienced in payment and client remittance processing. Internal accounting control over funds received by AllianceOne is of the highest priority. All personnel are trained to recognize that funds received are the property of our clients and are to be safeguarded at all times.

To accomplish this goal, AllianceOne practices recognized internal accounting control procedures, the principle of separation of duties and the conduct of frequent management audits. The noting clerk determines proper posting to accounts based on name, address, judgment number, client number, or any other information provided. The posting clerk also matches the information at the time of receipt to the proper account. Once an account is noted, the account is electronically sent to the collection representative. The collection representative reviews the account and notifies the posting department if a payment has been noted to an improper account. There are specific audit controls in place to assure on a daily basis that all monies received are applied properly.

Payments received by mail - A designated mail clerk opens the mail and separates payments from other general office mail. Payments are submitted to a noting clerk for locating the proper account that the funds will be applied to. If a debtor supplies an account number it is circled with a red pen and credit is given as designated. If AllianceOne supplies the corresponding account number the entire number is written in red ink. This internal process identifies how the account number was located.

Payments received in the office - A member of the support staff receives the payment; all cash payments are received in the presence of at least two members of the support staff.

- Receipts are given for all cash payments.
- The support staff member must initial the cash receipt.

- Both employees accepting the payment must be able to verify that the payment (cash or check) is in the daily deposit pouch. Support staff deliver all money to the accounting department for second verification.
- A Daily Receipt/Cash Log entry is automatically entered in the account notes and payment log for each receipt that is written.
- Payment log is verified by a supervisor for each office/site location.
- All checks and cash are posted to individual accounts no more than 24 hours after they enter the office.

AllianceOne processes over-the-counter payments in the following manner:

Cash Payments - The following guidelines for accepting cash payments are followed without exception.

- The employees who have authority to open the cash drawer are held accountable for the integrity of the cash.
- All posting is done in one location (Gig Harbor, Washington division headquarters office).
- Employees who post payments do not accept payments.
- Twice each day a designated employee verifies that all cash receipts are accounted for by balancing the Daily Receipt/Cash Log.
- Cash drawer is balanced daily.
- Cash log is printed.
- Payment log is verified by a supervisor for each office/site location.
- All reversals/voids are done by a supervisor.
- Daily, weekly and monthly reconciliation's are performed.
- An "Autopost" routine is completed for all payments in a batch to update the system. (Exceptions are manually posted)

Non-Cash Payments - All other forms of payment received over-the-counter are processed following the same procedures listed above under "Payments received in the office".

Post-dated checks - A debtor who is not able to pay the account in full today, has the option to send a post-dated check or series of post-dated checks. If this is agreed upon, the debtor is advised to write "void if cashed before", above the date on the check. The check information and date(s) to be cashed are entered into the computer system. A notice is mailed to the debtor five days prior to the deposit of the check as a reminder of the impending deposit. A warning flashes indicating a post-dated check plan exists prior to allowing the posting of any payments. Posting clerks also check dates on all checks received.

Paid-in-full checks - AllianceOne posts paid-in-full checks if they completely satisfy the balance. If a check is received with "paid-in-full" noted on the check and there is still a balance on the account a letter is generated and sent to the debtor. This letter notifies the debtor that AllianceOne is holding their check until the remainder of the balance is paid. If no response is received from the debtor AllianceOne returns the check to the debtor.

Following is a flowchart depicting this process.

Payment Posting Process

Cash Variance

The Internal Audit Department, based in the Corporate Headquarters, completes a daily balancing process reconciling the payments posted to the e Collection System and subsequently confirming their respective deposit to their designated trust account. Independent Daily Transaction Reports reflecting the payments posted on the are printed by the Internal Audit Department Daily deposit control information, deposit slips, and armored car receipts are provided daily to the audit department by the individual offices.

This individual deposit information is input to daily balancing control sheets by the audit department. The control sheets are then reconciled to the posted amounts on the collection system reports. The trust account bank statement information is then downloaded daily and all deposits to the bank are reconciled to the control sheets prepared. This assures the posting to bank verification. A control log is kept for any daily variances and these variances, if they occur are communicated by the Internal Audit group to the offices they relate to for research and corrections if need be. This process is completed for all forms of payments including but not limited to Credit Cards, Cash, and Checks.

AllianceOne has the ability to customize remittance procedures for the Port Authority. Through our years of government collection experience we have developed a system of funds disbursement and remittance reporting to ensure government clients meet the needs of their assigned individuals.

Site Cash Audits

AllianceOne's Compliance and Management departments perform on-site cash audits to verify procedures are followed correctly. The following actions take place during an on-site cash audit:

1) The till is taken and counted. At the same time a list of payments received that day is produced.
2) The cash total, minus the beginning till amount, is compared and any exceptions are noted.
3) Payments made by check, money order and credit card are compared to the payment log. Any exceptions are noted.
4) Verification is made that the amounts listed on the daily payment summaries match bank deposits and armored car pick up slips. Any exceptions are noted.
5) Verification is made that all payments with manual receipts issued in the last 30 days are properly credited to the appropriate account.
6) After the on-site visit verification is made that the information obtained at the site matches the information provided to the main AllianceOne office.
7) A report including all exceptions is written and submitted to the site VP along with recommendations of steps to take to correct the exceptions.

AllianceOne provides multiple convenient payment options for debtors. Collection representatives' work with debtors to find an agreeable payment method and work to receive "same as cash" payment forms including automated checks that confirm available funds prior to issuance.

AllianceOne works with debtors who have a need to satisfy the debt immediately and explain that a same-as-cash payment will provide them with the confirmation of payment they need to remove court sanctions.

Reporting capabilities

AllianceOne will provide the required reports in the format and frequency defined by the Port Authority. We are capable of providing all reports and can customize future requests for the Port Authority. AllianceOne will provide the Port Authority with the required reports. We have the ability to customize reporting to meet the exact needs of the Port Authority. Additionally, we have the following reports utilized by several clients that the Port Authority may wish to include in the reporting plan for this contract.

AllianceOne has the ability to provide automated correspondence to Port Authority and its assigned individuals in a variety of methods. We utilize IVR, predictive dialing and other tools to communicate with debtors.

AllianceOne will supply the Port Authority with on-line real time account access to review activity and records. AllianceOne welcomes the Port Authority to inspect all contract associated documents, records and facilities at any time. We understand the needs of the Port Authority and have the knowledge and system flexibility to provide all information as requested as well as meeting the needs of ad hoc requests on short notice.

AllianceOne's _____ collection system allows for complete customization of reporting. AllianceOne can provide the required reports and any reports as determined by The Port Authority throughout the life of the contract via an electronic delivery or other method, at any frequency desired. The following reports are sample descriptions of reporting currently provided to a variety of government clients.

- Acknowledgment Report – displays all cases assigned in the reporting month, by individual name, client case number, date of service, client balance, agency collection fee and total balance. (Additional categories can be added per request.) This report is processed and provided within 24 hours of cases entering AllianceOne's database.
- Daily Paid-in-full Report – this report includes accounts that have paid-in-full (PIF) utilizing a cash/cash equivalent payment type and is useful to our clients with accounts that have court imposed sanctions.
- Inventory Report - a complete inventory of all cases assigned showing amount assigned, collected, balance due, last pay date, and status of the case. This is usually generated upon request due to the large volume and physical size of the report. The inventory can be provided in an electronic format if desired.
- Cancellation Report - shows all cases canceled removed or recalled during the reporting month by individual name, client case number, date of assignment, client amount at assignment, amount canceled and the reason for the cancellation. Bankruptcy and paid in full amounts can be included and reported separately at the client's discretion.
- History Report – displays monthly totals for the current year and two years prior of the number of cases assigned by the client, the dollar amount assigned, the collection amount and percentage, the agency commission, the number of cases cancelled, the number of cases remaining open, the number of cases paid in full and the average age of cases at assignment.

- Remittance Report – We will customize invoice and remittance reports into the required reports as defined with the RFP and any resulting contract. AllianceOne will establish a Port Authority approved lockbox vendor and remit gross collections to the Port Authority. We would like to request for consideration a net remittance. If that is not possible, we will provide gross dollars collected through the lockbox via a secure bank wire transfer to the Port Authority daily (net of checks returned for NSF) and develop an agreed upon timeframe for remittance of commission due. Hardcopy reports will be provided to the Contract Manager. We will provide a separate invoice for Airport Parking placements if desired by the Port Authority.

- Demographics Report – This report provides a one-page audit report summary of all actions and information received on assigned accounts. This is an effective summary report that is used as an internal management tool in conjunction with client auditing and can also be provided to clients at any interval desired. Judicious
- Payment Plan Report – This is a report of all debtors in an active and inactive payment plan status.
- Customized Reports – AllianceOne has created hundreds of customized collection reports for its current government clients. AllianceOne will share its best-practices with the Port Authority and will submit samples of many of these reports for review if desired by the Port Authority. AllianceOne will work in coordination with the Port Authority to develop exact reporting requirements.
- XPH Report – AllianceOne has a customized report that provides all details of a single account.
- Vision Dialer Report – AllianceOne's Vision dialer works with the Columbia Ultimate system to enhance predictive dialing success and management. The Vision dialer provides detailed reporting which includes daily summaries of: call type, total dials, manual dial%, connect rate, contact rate, inbound rate, abandon rate, wasted dial rate, bad phone%, no contact, dials/hour, talk %, manual %, wait %, update % and total dialer hours. This is very effective in assisting management in effectively targeted dialing campaigns.
- Ad Hoc Reporting – All special ad hoc reporting is conducted on a client-by-client basis. Reporting can be created to meet the Port Authority's specific or special requirements. Spreadsheet-based reporting is the most common application, with data sorted by alpha or numeric sequence. AllianceOne also has the ability to customize its system-generated reports provided to clients. Timing for each special report is dependent upon the specific request. Typically report requests can be accommodated within 24-to 48-hours.

Please see Exhibit C: Report Samples – ***Confidential Materials*** –

On-line Client Access

We will train the County staff for online access at our expense. We can provide an unlimited number of access licenses. AllianceOne will provide the County with online real time access to assigned accounts. Multiple reports are available online and can be accessed 24 hours a day/7 days per week, year round. The County will have access to all contract associated records via on-line access. Account access can be provided on the County employee's current PC.

AllianceOne will retain accurate and comprehensive records within our collection system. We can provide demonstrations of these tools for the County employees not familiar with the

AllianceOne system access. AllianceOne has the ability to provide automated correspondence to the County and its assigned individuals in a variety of methods.

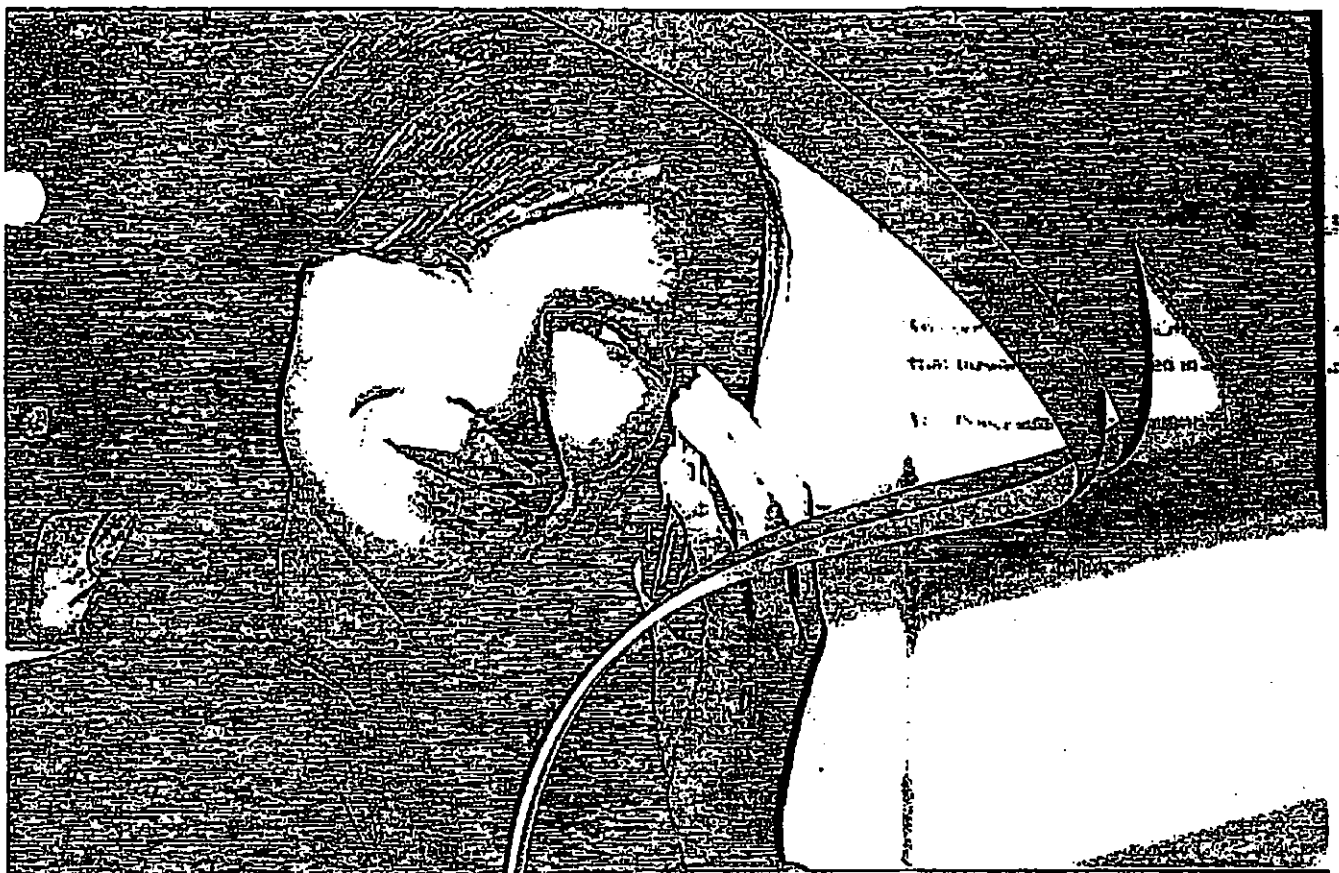
We utilize IVR, predictive dialing and other tools to communicate with debtors. AllianceOne will supply the County with on-line real time account access to review activity and records.

AllianceOne welcomes the County to inspect all contract associated documents, records and facilities at any time. AllianceOne's account access is web-based access utilizing Client View software connecting to the AllianceOne system.

AllianceOne offers to host a training session for interested County employees. AllianceOne will train staff on this system access including all : action codes and their meanings. Written instructions are also provided as a continual reference guide. Each session is encrypted and remains in throughout the session. The County will have access to their assigned files through specific client number access. Data queries are only available at the client level with view only access. Data is transferred from to the server via SSH/SFTP. Information available will include accessing accounts by name, account number, social security number or address with view only access to all notes, payment information and all debtor correspondence, remarks, etc.

Access will be supplied to individuals requiring inquiry access through their existing PC's. AllianceOne supplies the training on accessing the system including status codes and collection abbreviation codes and notations.

Additionally, you can receive e-mailed acknowledgements, statements and various reports including: paid-in-full, account histories, placement summaries, cancellations, reactivations and statistics through the Client View system. Reports can be downloaded into an Excel format to analyze the data. Accounts can also be submitted on-line via our client access system.



Code of Ethics, Environmental and Anti-Corruption Policies

Code of Ethics

1. Code of Ethics Objectives

The objectives of this Code are to define the rules, conduct, actions, behavior and relationship that we shall adopt (i) towards our employees, officers, service providers, vendors, clients, customers, community (the places where we live, work or serve and the world at large), media, public agencies, nonprofit organizations and shareholders and that (ii) our employees, officers, service providers, vendors, clients, customers, community, media, public agencies, nonprofit organizations and shareholders should adopt in order to try to ensure Teleperformance makes a positive contribution to its community, while enhancing its relationship with its employees, officers, service providers, clients, customers, collective community, the media, public agencies and non-profit organizations.

For questions about its application, your manager is the first contact who can assist you in ethical questions. If your manager is unavailable, you can address your questions to alternate local points of contact (if applicable). You can also always submit all of your questions and comments to the Corporate Social Responsibility Committee (the *CSR Committee*) at csr@teleperformance.com .

2. Our Culture

2.1. Our Values are our genetic code

Our values are at the very core of our corporate culture. Therefore, Teleperformance requires that everyone within the organization follows them wholeheartedly at all times. Our values are:

Cosmos | INTEGRITY

Being true, authentic & living our values, since they are the pillars on which all of our relationships are built.

I say what I do & I do what I say.

Earth | RESPECT

We cultivate what each has to offer, with respect generating respect.

I treat others with kindness and empathy

Metal | PROFESSIONALISM

Through our quality and skill, we transform interactions into golden experiences.

I do things right the very first time.

Air | INNOVATION

Change is the constant wind that fills our sails; we both embrace it and propose it.

I create & Improve.

Fire | COMMITMENT

Commitment ignites our actions and drives our performance. It fuels our passion for a job well done.

I'm passionate & engaged.

2.2. Diversity

Understanding, respecting and encouraging the diversity among our employees means that we allow each individual to be himself/herself with their own cultural, religious, political and other personal beliefs. Respect of diversity is part of our values and is present in all dealings with the company.

3. Ethical Relationships

All of our relationships should be based on respect for personal dignity, integrity and privacy (except in cases provided for in official security policies) of our clients, customers, shareholders, employees, contractors, vendors, competitors and entities, regardless of position or title employed.

Any kind of discrimination, disqualification, intimidation or embarrassment is unacceptable.

3.1. Relationship with the Client

Teleperformance's relationship with its clients should be based on respect, transparency and a profound sense of partnership.

We act following our values, always striving for excellence in service quality and complete satisfaction in customer service.

Teleperformance highly values and protects the confidentiality of information provided by our customers.

Teleperformance has built its success on the ability to deliver quality services that satisfies our clients and their customers. We are very attentive to our clients' needs and expectations and have set up methods to measure full satisfaction of our clients. Teleperformance treats all clients on the same business basis.

3.2. Relationship with the Employee

Teleperformance offers equal career opportunities, regardless of origin, sexual orientation, gender, race, age, religion, rank or membership with professional associations. It contributes to providing a safe and healthy work environment, with freedom of expression with respect to the integrity and privacy of individuals, and there is no tolerance for any kind of threat or harassment. It proposes preservation initiatives for health and safety at work through anti-stress programs, health and sports activities and awareness programs. Furthermore Teleperformance Premises Standard provides blueprints and detailed guidance in safety and security, lighting and acoustics, proximity and hands-on management and employee wellbeing in work areas, common areas, training and recruitment and in particular the leisure areas. Teleperformance encourages and develops leadership as a means of promoting the relationship between the various hierarchical levels, respects the rights of employees and their relationship with the company, always based on trust and loyalty. Teleperformance's employees are fully aware of the responsibility for their activities and functions, not using their positions or inside information to benefit themselves or others. They respect and protect the privacy and confidentiality of information. They treat everyone as equals, with attitudes based on shared learning, cooperation and transparency, making the work interaction pleasant and respectful with coworkers, contractors, service providers and shareholders, regardless of rank. Teleperformance employees are committed to the company's purposes; they cooperate for its achievements and fulfill the company's internal procedures, policies and standards. We also encourage our employees to set an example of decency, fairness and integrity and to promote the rules of this Code.

If you are an employee of Teleperformance and feel that your relationship with your manager or co-workers does not comply with the above rules, feel free to contact the CSR Committee at csr@teleperformance.com.

3.3. Relationship with the Investors and Stockholders

Teleperformance values transparent, accurate, and complete communication of truthful information and allows the monitoring of activities and company performance to the extent permissible by law.

Teleperformance complies with local, provincial/state and federal laws in force and applicable to its business.

Our shareholders' trust is key, and we ensure year after year that our commitments are fulfilled. Our corporate team ensures that all governance rules that are applicable are duly met in a timely manner. We comply with rules of compliance and in particular those relating to the independency of the members composing our board of directors and special committees.

3.4. Relationship with the Market and Competitors

Teleperformance's relationships with the market and its competitors are always based on fair and ethical competitive practices in compliance with laws; predatory or dishonest behavior is not allowed.

The provision of information relevant to the company, promotion and disclosure of products and services is strictly controlled by Teleperformance's senior management. We intend to competitively differentiate ourselves through the quality of our services and the outstanding relationship we build with our clients and prospects. We respect the rules of fair competition with our competitors.

3.5. Relationship with the Vendors and Partners

The selection and contracting of service providers and vendors is based on free competition in technical, professional and ethical standards, through pre-defined processes, following the internal procedures of Teleperformance.

Teleperformance's relationships with its service providers are guided by ethical principles and respect for the law, which aim at building long term relationships. We impose on our suppliers a similar level of compliance with the social corporate responsibility rules by which we abide.

3.6. Relationship with the Community

The development and enhancement of the community, as well as the practice of citizenship, are encouraged by Teleperformance through social and environmental actions that reinforce its position as a corporate citizen.

4. CSR Committee

It is the responsibility of the CSR Committee to develop and disseminate relevant policies, to answer questions, to analyze and stop any potential breach of this Code and to give instructions to implement active measures to maximize compliance.

The CSR Committee can be contacted through the e-mail at csr@teleperformance.com.

Teleperformance Anti-Corruption Policy

1. Purpose

The purpose of this Anti-Corruption Policy (the "Policy") is to provide guidelines to ensure that business is performed in a legal, transparent and ethical way.

This Policy applies to all companies of the Group.

2. Coverage

2.1. People concerned

This Policy concerns all employees of the companies of the Group ("Company/ies") and all third parties acting on behalf of the Company, such as consultants, contractors, business partners and vendors. These parties will be informed about this Policy and should, to the maximum extent possible, commit to complying with this Policy as well as with all applicable anti-corruption laws and regulations.

2.2. Important considerations

The Companies of the Group are bound by this Policy; however, they must first and foremost comply with their local laws and regulations. Where the compliance to this Policy by the Company leads to the violation of the local law, the Company shall

- comply with its local law; and
- inform the Group about the conflict

In many jurisdictions, only the corruption of Public Officials is illegal; however, this Policy also prohibits corruption of non-public entities/persons, such as companies and/or individuals.

3. Definitions

Corruption:	Corruption is the abuse of entrusted power for private gain. The gains can be not only financial, but also non-financial advantages. For the avoidance of doubt, corruption does not only relate to Public Officials but is extended to any individuals and any company. Corruption also covers favoritism of which there are two forms – nepotism (favoring relatives) and cronyism (favoring personal friends).

The Group:	The Group shall mean the holding company, Teleperformance SA, and all companies directly or indirectly controlled by Teleperformance SA.
Bribery:	Bribery is an offer or receipt of any gift, hospitality, loan, fee, reward or other advantage to or from any person as an inducement to do something which is dishonest, illegal or a breach of trust, in the conduct of the business of the Group. Bribery also covers trading in influence, which is the promise, offer or giving a Public Official an undue advantage
Facilitation Payment:	Facilitation Payments are a form of bribery made with the purpose to expedite or facilitate the performance by a Public Official of a routine governmental action to which you have a rightful claim, such as a local tax to pay to the customs officer to bring back home certain goods without a receipt.
Public Official:	• any person holding a legislative, executive, administrative or juridical office, whether appointed or elected, whether permanent or temporary, whether paid or unpaid • any other person who performs a public function, including a public agency or public enterprise, or provides a public service • any other person defined as a "public official" in the local law of the companies of the Group • the term Public Official also includes family members of any of these people

4. Procedures

Hospitality is any invitation to an event, such as meal, reception, sports and cultural event, etc. hosted in a business context.

Before organizing an event or accepting an invitation to an event, employees shall ensure that the event complies with the following conditions:

- ✓ Hospitality is justified by a clear business purpose.
- ✓ The hospitality is just a small part of the program.
- ✓ The total costs are kept within reasonable limits.

Payment of accommodation and travel expenses related to an event should not be received nor offered except under special circumstances:

- ✓ There must be justifiable reasons.
- ✓ Expenses must be reasonable and in line with normal standards.
- ✓ The management must have approved the arrangement in advance.

Actions: In any case the participation or organization of this kind of event shall always be clarified in advance with the management.

<u>Gifts</u> are presents such as gift vouchers, tickets to sports and cultural events, cash, discounts and loans, home improvements, or any other products or services given to an individual and not used in a hosted business context.

- ✓ Employees shall only accept or offer a gift if it is a promotional item bearing a company logo or if it is of nominal value (i.e. inexpensive goods or services).
- ✓ Gifts of moderate value may be accepted in cases where it would seem offensive to refuse it, but the gift will be regarded as the Company property and must be handed over to the management.
- ✓ Gifts of significant value must never be accepted.

Actions: All gifts of moderate or significant value that an employee may be offered or that an employee may intend to offer shall immediately be fully disclosed to the management.

<u>Facilitation Payments</u> are small payments designated to obtain permits, licenses and other official documents, processing governmental papers such as visas and work order without obtaining a receipt. Every reasonable effort shall be made to avoid these payments.

Before travelling it is recommended to check whether the country has ratified and enacted the provisions of the UN Convention against Corruption.

Actions: The employee should request a receipt and inform the officer that the Embassy will be notified. In case of a continued issue, the employee should immediately inform his/her manager and request to speak with the manager of the officer.

<u>Bidding</u>: When participating in a tender (bidding) process with a government, a government-owned company, or directly with government officials and the Company is asked to support a program in the country concerned, such Company should not support the program if it is linked to the tender, as it can be categorized as an undue advantage.

Actions: If asked to support a program, the Company should ensure that the entire process is transparent and request to know who will run the program, who will manage it and who will benefit from it.

Making donations to beneficiaries who are themselves or related to decision makers on outstanding bids is not permitted. Giving an advantage to family members or others close to a Public Official may also constitute corruption.

Charitable Contributions and Sponsorship are acceptable, be it in-kind services, knowledge, services exchange, or direct financial contributions.

Actions: Managers and employees must ensure through due diligence that charitable contributions and sponsorships are not used as a maneuver for and do not constitute bribery.

Trading in Influence is the promise, offering or giving to a Public Official or any other person, directly or indirectly, of an undue advantage in order that the Public Official or the person abuse his or her influence with a view to obtaining from an administration or public authority an undue advantage for the company.

When using intermediaries, the Company shall make sure to comply with the following requirements in order to reduce the risk of trading in influence:

- ✓ Perform a background check before hiring the intermediary.
- ✓ All agreements with intermediaries should be in writing and in line with national laws and the values and principles of the Group.
- ✓ Lobbyists should always clearly disclose that they represent the Company.

Red Flags:

- Intermediary wants the money to be transferred into a foreign bank
- Compensation is too high given the scope of work
- The scope of work is not clearly defined

Actions: In case of any doubt, the employee shall escalate to his/her manager who must ensure that all the above mentioned requirements are applied.

No employee will be penalized due to delay or loss of business resulting from their refusal to receive bribes.

5. Implementation

Provisions: From the date of this Policy, in all contracts with third parties (employees, clients, suppliers, intermediates, contractors, etc.) clauses should be included to ensure compliance with anti-corruption laws.

All such third parties shall be made aware of the ethical values of the Group including its anti-corruption principles.

Escalation Process: Any employee directly or indirectly encountering any form of corruption that they feel might affect their business judgment or create conflicts of interests should seek advice from their manager who may concert with local Human Resources or Legal Officer.

If the issue cannot be solved locally, the Group should be notified.

Reports of violations will be kept strictly confidential. Except as a requirement of the resulting investigation, the identity of the employee reporting a violation of this Policy shall not be disclosed if anonymity is requested.

No employee will be penalized for escalating a concern.

Communication & training: The Company should ensure that all its employees are informed about and understand the anti-corruption program. Each employee should receive relevant training and new employees will be briefed as a part of the Welcome orientation & Induction training.

At a minimum, key employees will receive yearly mandatory training including compliance with laws, regulations or standard conducts relevant for the Company's field of business.

6. Prevention

It is every employee's responsibility to use best efforts in order to prevent bribery and corruption in the Group.

The Company should raise the awareness of any new hire through an Induction module. The employees are provided with the UN Global Compact e-learning modules on the Group e-learning platform. Furthermore, virtual conferences on anti-corruption have been organized for all managers and a recorded version is available on the Group Intranet my.teleperformance.com.

Internal and external auditors are essential elements in our global prevention approach.

7. Sanction

Any employee who has attempted to breach or allegedly breached this Policy, whether by negligence or willful misconduct will be subject to disciplinary sanctions, in accordance with applicable laws.

Environmental & Sustainability Policy

Introduction & Aim

Teleperformance provides an integrated range of business functions, customer channels and contact media. Teleperformance is the largest network of contact centers in the world and we recognize that our operations result in emissions to air and water, and the generation of waste. Teleperformance commit to comply with relevant legislation and regulations and other requirements to which the organization subscribes; while also seeking to continually improve our environmental systems to minimize the environmental impacts of our operations.

Teleperformance currently has an integrated 'Customer Experience Management Center' environment located across 46 countries, 270 contact centers with over 100,000 workstations:

This policy sits within the Corporate Governance framework for Teleperformance. The policy on environmental issues and the qualifying statements below, form part of the company's business management system.

"It's our commitment to minimize negative environmental impacts by acting in a sustainable manner to ensure future generations have the ability to meet their own needs"

"Citizen of the Planet" (COTP) is a global Teleperformance corporate initiative aimed at ensuring Teleperformance operates in an environmentally friendly and responsible manner. In a combined effort we commit to help our planet by improving facilities to create "sustainable sites" (i.e. water, paper & other waste reductions) and strive for "paperless" environments as well as recycling and incentivizing energy & atmosphere improvements. Key focus areas are to minimize our overall Carbon Footprint on a worldwide basis, enhance the experience of working in our facilities, educate our personnel to be better occupants on the planet, and lead the industry in sustainable operations.

Teleperformance also invests in indoor environmental quality refinements, alternative transportation and employee education and involvement to extend green efforts to their homes and neighborhoods in addition to the work place.

Responsibilities

The Teleperformance Citizen of the Planet Initiative (COTP) is fully sponsored and supported by the Chairman of the Board of Teleperformance Global Group.

"It is clear we have to ACT TODAY if we want the world to have a decent FUTURE in 50 years... and our children to have a future"

Daniel Julien, Chairman of the Board

- The CSR committee is responsible for ensuring this policy is implemented and for ensuring sufficient resources are available to meet the objectives and targets of this policy.
- Country Operations' Managing Directors through the local Environmental Committee are responsible for the practical implementation and control of their Environmental System.
- COTP Coordinators are responsible for collating all relevant environmental data and reporting this on a monthly basis.
- All employees are responsible for meeting the aims and objectives within their respective areas.

Objectives

In order to meet our environmental and sustainable goals, Teleperformance has set the following core objectives:

- To reduce Teleperformance carbon footprint (CF) per employee across all Teleperformance country operations.
- Further objectives are the reduction of water consumption and waste production within the Teleperformance premises.
- Reduction of power consumption, together with the reduction of paper and solid waste.
- Reduction of the environmental footprint of information technologies and communication through a Green IT (Information Technology). It defines the consideration of the constraints and the costs in energy of computer hardware, both as regards the product - the computer itself - and its practices.
- Reduction of travel (air and local) across all our country operations.
- Country Operations are to set agreed environmental objectives and targets and to review performance against these on a regular basis.
- Regular Group management reviews of how Teleperformance country operations have performed.

The initiative involves management, employees, suppliers & customers in a combined effort to help our planet by:

- Improving Facilities to "Sustainable Sites" by Waste Reduction with Global Recycling Policies.
- New buildings are aimed at adhering to the "Teleperformance Premises Standard" which incorporates principles from the LEED standard.
- Indoor Environmental Quality Refinements.
- Guidelines and Policies to Reduce the Consumption of Electricity, Paper, Water, Gas and Oil.
- Recommendation and Supporting Carpooling or Public Transportation and Reduction of Business Travelling (Air & Local).
- Employee Education & Involvement to Extend Efforts to their Homes & Neighborhoods in Addition to the Work Place.
- Associate with Suppliers with most Conscientious Implementation of Environmental Management Systems Only.

Targets

To help achieve our aims, Teleperformance has set itself the following targets:

- Work with our business partners to identify and minimize, where possible, the production of all waste.
- Actively promote the re-use and recycling of waste materials through having dedicated recycling points across all sites.
- Seek to minimize all waste through education and through improved monitoring and management of waste streams.
- Educate all staff on Teleperformance environmental issues by creating an Eco-citizenship.
- Through management and technology reduce our usage of fossil fuels i.e. petrol by using video conferencing capabilities instead of driving.
- Identify any possible reduction in usage of consumables.
- Inform all clients and suppliers of our environmental policy.
- Reduce our overall power consumption.
- Carbon Footprint attainment results vary by country and individual facility and are landlord dependent in many cases. Our 2014 goal is to reduce our average CF per employee between 0.5% and 2.5%.

Corporate Social Responsibility

Teleperformance has a separate corporate social responsibility initiative that applies to all of our operations including management, office services, printing, delivery and procurement.

- Social – involvement in external social issues such as education, social inclusion, regeneration and employee volunteering.
- Economic – addressing issues relating to jobs, ethical trading standards and product value.

- Environment – consideration of emissions and waste control, energy use, product life cycle and sustainable development.

Monitoring and Auditing

Progress against these objectives will be monitored through quarterly reviews and annual benchmarking reports at a country level and annually at a group level.

ACKNOWLEDGEMENT SIGN OFF (Do not detach this page)

I acknowledge that I have received and will read all of the following Teleperformance/AllianceOne Inc. Policies/Guidelines. I understand that these policies may be subject to change at any time.

Name: _____

(Print)

Signaure: _____

Date: _____

Please ensure this package is returned to the Human Resource Generalist today.

AllianceOne

TEST CLIENT Statistics Report

Contact: VALUED CLIENT

Phone: 253-555-1111

Address: 123 MAIN ST
SEATTLE, WA 98104

Summary Statistics for 04-2012

Category:	Month to Date:	Year to Date:	Total to Date:
Placed #	17740	19992	177591
Placed $	9,186,747.66	9,737,913.42	54,650,583.32
Collected #	434	1710	41304
Collected $	133,389.26	455,557.98	10,457,947.58
Cancelled #	431	1556	34261
Cancelled $	139,142.46	489,242.95	10,730,073.87
Open #	17602	19512	102026
Open $	9,125,736.64	9,586,055.61	33,462,561.87

Client Placements/Collections

Month/Year:	$ Placed:	$ Collected:
03-2012	161,045.87	108,885.51
02-2012	148,636.62	134,016.04
01-2012	241,483.27	79,267.17
12-2011	178,558.64	87,568.05
11-2011	248,191.81	97,593.16
10-2011	188,340.47	101,193.02
09-2011	169,310.45	95,822.95
08-2011	255,201.32	115,778.84
07-2011	240,632.46	80,725.48
06-2011	226,575.49	75,496.68
05-2011	195,335.63	81,719.23
04-2011	165,013.68	132,911.27
03-2011	394,753.81	155,299.97
02-2011	337,239.92	166,367.93
01-2011	282,729.46	133,244.05
12-2010	432,385.26	120,168.46
11-2010	277,282.25	137,580.86
10-2010	403,132.67	127,684.95
09-2010	403,661.16	131,805.83
08-2010	350,046.71	139,824.60
07-2010	394,330.70	137,751.73
06-2010	426,480.69	132,196.90
05-2010	361,526.78	127,517.77
04-2010	291,229.02	131,074.52

Additionally our reporting capabilities include customized formats, delivery methods and timing. We can submit daily, weekly, monthly or any other interval reporting for the County.

Compliance and Training

AllianceOne maintains 4 full-time staff attorneys and 12 legal clerks, a full compliance and risk management department, quality assurance and training that assist our management teams in daily compliance with all aspects of applicable local, state and federal laws and regulations governing debt collection and privacy of data.

We protect our clients and our corporation through continuous training, industry involvement, daily monitoring through our TOPS daily processes and extensive technological security and policies.

Payment Card Industry (PCI) Certification

AllianceOne was the first contact center awarded certification for the Payment Card Industry standard, created by major credit card companies to safeguard customer card information. Certification assures our clients a high level of security for credit card transactions and storage.

ISO 27002 Compliance

AllianceOne was awarded ISO 27002 compliance by a third party assessing firm. This annual compliance assures our Information Security Management System "ISMS" is in place and complies with industry best practice recommendations.

Leadership in Certification and Compliance

- First PCI certified contact center! We choose to be Level 1 certified, most strict requirements.
- Onsite assessment performed by third party assessor for PCI and ISO 27002 compliance.
- Proves our security posture maturity!

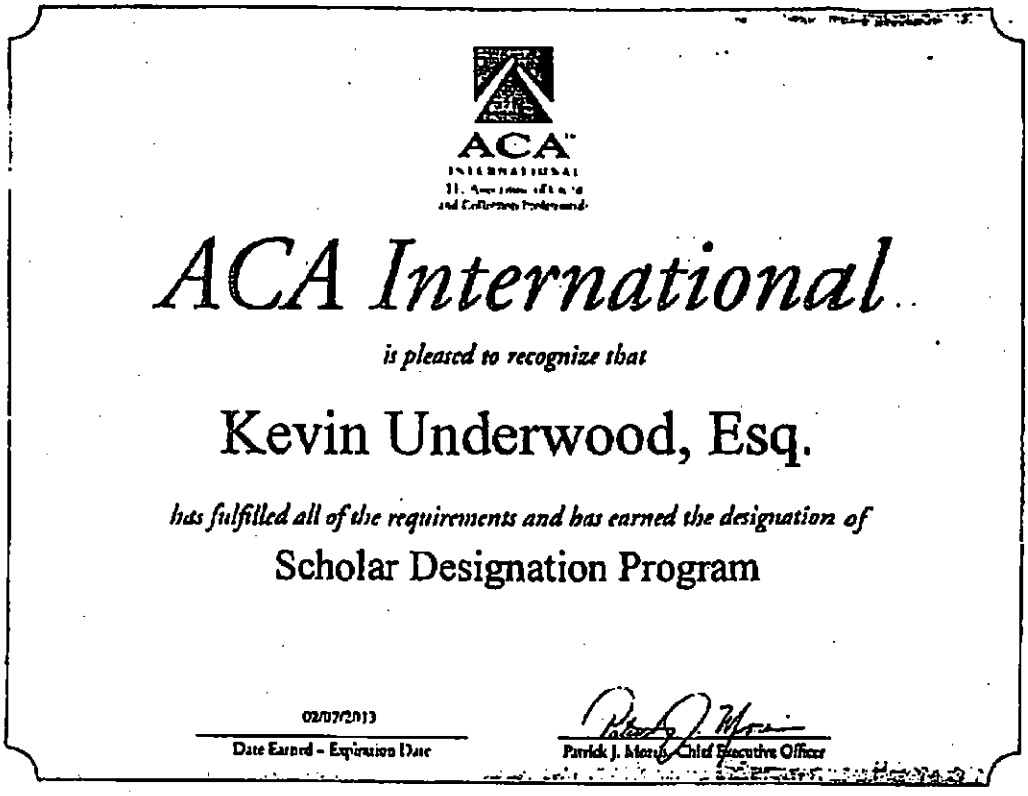
Internal Compliance Tool (developed internally)

We measure our Compliance in 3 sections:

- Information Security
- Physical Security
- Disaster Recovery

Internal Compliance based on:

- We have created internal Policies, Procedures (90+), and Controls (250+)
- These internal requirements are based on standards such as PCI DSS, ISO 27001, HIPAA, industry best practices and client requirements.
- We have the ability to upload Client Contracts, pull out the security requirements and map them to our internal controls. This ensures compliance is maintained year round.



ACA INTERNATIONAL

ACA International

is pleased to recognize that

Kevin Underwood, Esq.

has fulfilled all of the requirements and has earned the designation of

Scholar Designation Program

02/07/2013

Date Earned – Expiration Date

Patrick J. Morris, Chief Executive Officer

Compliance department

AllianceOne's Jaime Awoyinka, Director of Compliance holds the following certifications:

- Recognized by ACA International as a certified Credit and Collection Compliance Officer
- Past-President of Minnesota Association of Collectors
- Current Executive Director of Minnesota Association of Collectors
- Former employee of the Minnesota Department of Commerce – regulates collections in MN (former regulator)
- Currently in the process of becoming an ACA recognized certified instructor
- Fellow and Scholar degrees from ACA International

Compliance Department monitors Regulatory and Consumer Agencies such as:

- Consumer Financial Protection Bureau
- Federal Trade Commission
- Office of the Comptroller of the Currency
- The department remains current on all applicable Federal, State and Local laws, and reviews our current collection practices to ensure compliance
- Involvement in industry associations

- Department has members on the Boards of Directors of the Washington State Collectors Association, Minnesota Association of Collectors and the ACA as well as various committees of each
- A monthly review of all licenses is performed
- The process is tracked manually to ensure everything is up to date through a licensing matrix
- Individual collection licenses are processed through the Director of Compliance where required by law

Michael Hollerich, Chief Compliance and Quality Officer

Mr. Hollerich recently (2014) joined AllianceOne and is charged with corporate wide compliance. He brings many years of experience to AllianceOne in compliance and risk management for the financial services sector. His past experience includes working for HSBC, ABN, Amro and Pricewaterhouse Coopers (PWC). Mr. Hollerich provides an expansive compliance and risk management oversight to ensure AllianceOne is beyond reproach.

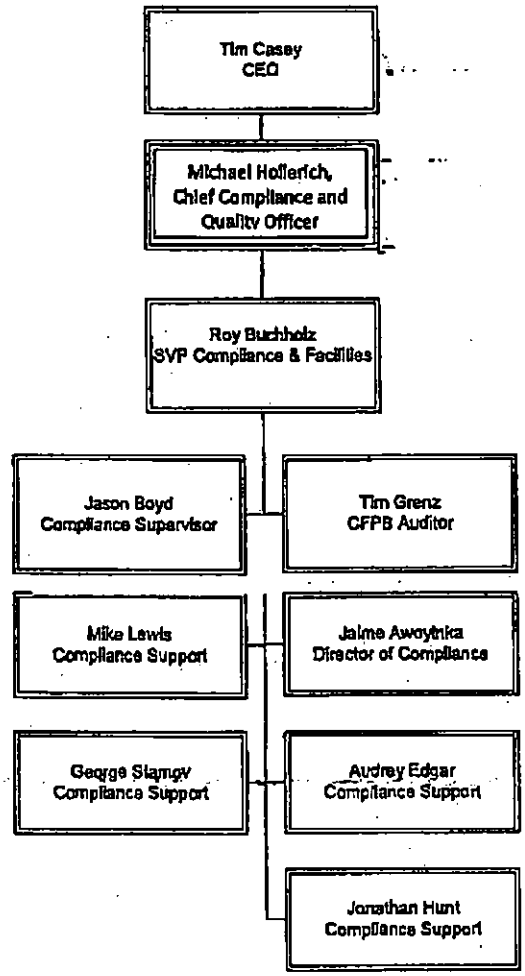
Roy Buchholz, SVP Compliance and Facilities

Mr. Buchholz oversees Regulatory and Licensing requirements for the organization. He has over 30 years of industry experience and 20 years with the company. He has had leadership roles in operations, customer service and finance. Mr. Buchholz is active in the American Collectors Association, and is the Legislative Chair for the Minnesota Association of Collectors.

Jaime Awoyinka, Director of Compliance

Ms. Awoyinka has been with AllianceOne for 8 years and has been promoted to Director. She previously worked for the Enforcement Division of the Minnesota Department of Commerce for 4 years.

Compliance department organizational chart



Training

AllianceOne agrees to appropriately staff for this contract at all times based on volumes received. We understand that this will be a high volume contract and will keep the current contract assigned team in place and make additions as necessary using pre-approved staff submitted to the Port Authority for final approval.

Retention: Our management team has an average of over 8 years tenure and the collection staff has an average of over 2.45 years tenure. Our employees are the heart of our company and AllianceOne is committed to retaining staff to create the most experienced team in the market. Our extensive

government division legal team has well over a decade of average experience. We currently have 4 staff attorneys and a 14 member legal support team.

Training department

AllianceOne maintains an internal corporate training department led by Keenan Shelton. Mr. Shelton has four additional team members in Minnesota that assist with training initiatives in all offices.

- Jennifer Curfman, Training Manager
- Heather Larsen, Training Specialist
- Krista DeGuzman, Training Specialist
- Amanda Elton, Training Specialist

Keenan L. Shelton, Director of Training

Keenan has over 11 years of expertise in training and curriculum development. He joined AllianceOne in 1997 as an agent and progressed to a lead trainer in 1998. Keenan was an essential part of the start up of the training department and made a significant contribution to the development of many of the existing programs and strategies. He is currently responsible for training delivery, course design, leading a team of trainers, and directing corporate initiatives. One of Keenan's strength lies in his ability to guide his staff towards creating and maintaining synergy with their respective operational groups. Keenan is a graduate of the University of Wisconsin-LaCrosse with a degree in Business-Human Resources and possesses a unique combination of experience in Human Resources, Training, and Credit & Collections.

AllianceOne agrees to appropriately staff for this contract at all times based on volumes received. AllianceOne has the experienced staff ready to continue working on this contract. This team will provide superior service for the Port Authority. We will immediately address any concerns of the Port Authority regarding our personnel, if necessary. An equally qualified replacement will be presented for approval prior to work on the contract.

Collector training is an important step in developing collectors so that they can return the best results for the Port Authority. Following is the internal checklist that is utilized in the government services division. The collectors signs off on each item and it becomes a permanent part of the employee file.

AllianceOne's Agent Training Checklist
Employee Name

LAWS GOVERNING COLLECTION AGENCIES	Date	Initial
The Collector Pledge		
Collection Agency Act		
Regulatory Training		
Fair Debt Collections Practices Act FDCPA		
FCRA		
Anti-Money Laundering Policy		
Fair Lending Policy		
SCRA		
Information Security		
Fraud: Identity Theft & Unauthorized Charges		
Red Flag		
CARD Act		
US Bankruptcy Code		
BSA		
UDAP-AA		
Regulation B		
Regulation Z		
GLBA		

Security Awareness Training
Mini Miranda/Call Disclosure
Hipaa
State regulations (Closed/Open Borders)
Clean Desk Policy

COMS
Time clock, how to use
Schedule requests

INTRO TO CUBS
"Collector Menu"
Logging on to the Collector System
Collector screen
Collector screen options (commands)
Noting accounts on the collector screen (CMD 2)
Deleting notes (CMD #3D)
Cross-filing account information (XF:)
Designating Important Note lines
Removing Important Note Lines
Collector frequently used windows (WF,WC,WD, WFD)
Sending Messages/Group Codes

CODES
Status codes/changing
Client Codes
Action codes
Suspend Codes
Trans Codes

Wip Management
WIP Summary (Work in Progress)
Last action date
Collector action
Time to work
Date work again
Promised payment date
Next step
Follow-up priority
Important note lines
Tickler shortcuts
Adding accounts to tickler
Transfer program (The Roll)
Planner calendars

PACKETING
Accessing accounts/Checking for matches
Inquiry Options Menu
Multiple accounts (checking for matches)
Packetting accounts
Sub-Packeting accounts

PIA Training
Specific client handling
Payment plan/set up options
Check hold over (notifying client) - NONE when setting up PIA
Seattle Boot Instructions

LETTERS
Letter options available
Mail Returns

Alliance one Payment options
Check/Checkhold over (notifying client)
Payment options for the consumer & third Parties
Western Union
Quick Checks
Court Notifications
Office Locations/ Front counter Procedure

Posting Functions
Posting notes (PN:)
Commission codes
Payments received/daily tracking of revenue
NSF checks

Legal
Legal goals/requirements
Steps to sending out a Employment Garnishment
Steps to sending out a Bank Garnishment/WF260(exempt or not)
Steps for sending out a Suit
Legal Library
Bankruptcy
Legal Support Desks
SCRA
Important Notelines

AllianceOne

Collection Tools & Skip tracing Techniques Support
AllianceOne Home Page
MetroSearch
Acxiom - (Electronic Directory Assistance)
Credit reports
Work Number
Ecollect
Google

DISPUTES
Support desks
Seattle Municipal Disputes

FORWARDING
Forwarding account procedures
Subpoenaing

IMAGING
Imaging selections
Imaging category selections

Collector Reports
Tran Sheets
CP Activity report
Clipboard Report
Daily Totals
Collector goals/screen

PHONE SYSTEM
Phone system
Voice Mail
Vision Dialer
TCN Dialer

Signature

Training Supervisor

Date

This checklist will become a permanent part of your personnel record once completed.

Collectors participate in American Collector's Association training programs such as signing the collector pledge. This becomes a permanent part of their personnel file.

Collectors Pledge

I believe every person has worth as an individual.
I believe ever person should be treated with dignity and respect.
I will make it my responsibility to help consumers find ways to pay their just debts.
I will be professional and ethical.
I will commit to honoring this pledge.

AllianceOne Receivables Management, Inc

Collector's signature

Trade Association Memberships

- American Collectors Association International (ACA)
- Association of Washington Business (AWB)
- California Association of Collectors (CAC)
- Commercial Law League (Agency Section)
- Forum on the Advancement of Court Technology (FACT)
- Government Services Program (ACA)
- International Parking Institute (IPI)
- Members Attorney Program (ACA)

- National Association of Court Management (NACM)

American Collectors Association (ACA) Certification

AllianceOne collection representatives are required to pass examinations on the Fair Debt Collection Practices Act and on Professional Telephone Techniques. Once a collector has been with AllianceOne for one year, they are eligible for certification through the American Collector's Association (ACA). Fewer than 5% of the 75,000 people involved in direct-defendant-contact collections nationwide are certified. AllianceOne's goal is to certify all collectors. The Government Services Division currently has over 40 ACA certified collectors. All ACA certified collectors have also received a Certificate of Completion from the ACA for the following programs:

- Fair Debt Collection Practices Act CBT Program
- Professional Telephone Collection Techniques CBT Program

Mentor training

AllianceOne utilizes a Team Mentor program. A Team Mentor is a friendly, welcoming resource that helps guide a new hire through their first few months with AllianceOne. The mentor provides a positive role model and reinforces that AllianceOne is a smart career choice. Upon completion of a new hire's second full calendar month on a team the team mentor is eligible for a bonus. Both the Team Mentor and the new hire must be in good standing. A Team Mentor can only have one mentee at a time.

The goal of this bonus is to reward our employees for playing an active part in helping the new hire feel welcome and be successful.

Supervisor in training

Primary Goal: The primary goal of the program is to provide a definitive and inclusive process for internal employee career advancement.

Objective:

To increase management experience prior to pursuing a role with advanced responsibility within the organization through hands on learning.

Participation & Continued Involvement Requirements:

- >6 months of tenure/experience with AllianceOne (Lesser tenured employees will be considered with the support of Management)
- Currently have a 3-month rolling performance average at 80% or above
- Two internal references (Must be written-preferably management level)
- Clean Personnel File—No Corrective Actions within the past 6 months inclusive of compliance issues and code of conduct violations

Roles & Responsibilities of the Supervisor-in-Training:

- Maintain above standard collections performance
- Maintain above standard daily attendance (No tardiness or missed shifts)!
- Share the experiences and learn the primary duties of the supervisory position

- Operate as floating supervisor within the designated site
- New Collector Training
- Full participation in the Supervisor Training Program

Program Supervision & Facilitation:

Supervisors-in-Training will have a direct reporting relationship to designated Site Managers/VPs within their location. Site Managers/VPs will facilitate all operational training (listed above) within their respective locations while members of the training staff will facilitate administrative training. In addition, Site Managers/Vice Presidents will conduct ongoing evaluations on all candidates participating in the Supervisor In Training Program.

Outcomes/Benefits:

The program offers the opportunity for succession planning in the supervisory position. It allows each location and site to build a strong bench of qualified supervisory candidates to fill positions in the midst of organizational growth and/or turnover. Supervisors in Training become highly prepared for their transition into their new role as well as in the interim, offering more designated leadership on the floor along with our current supervisory staff.

Additional Expectations of a Supervisor in Training:

- Increased Professionalism
- Adherence to Supervisor Dress Code
- Additional Late Night and Weekend Coverage

Curriculum:

The below mentioned curriculum for this program is multi-fold and is designed to provide exposure to key elements of the supervisory position. The curriculum will also present general insight into several administrative functions within the organization as well as focus intensely on the development of critical management skills. The curriculum includes but it not limited to training in the following areas:

Operations:

- Day 1 As a Supervisor
- CMS/Reporting
- Goal Management
- Manager Floor Production
- Deficit Management
- Inventory Management
- Client Information & Collection Motivation

Critical Management/Leadership Skills:

- Essentials of Leadership & Management
- Effective Internal Communication
- Managing Change
- Managing Former Peers

- Leadership Through Values (LTV)

Supervisor's Tool Kit:

- Recruiting & Selection
- Human Resource Procedures
- TOPS- A Management Approach
- Client Services & Supervision

Leadership training

AllianceOne Leadership Training Program (Government Division)

Human Resources –Training and Development

A. Focus: Create a supportive learning environment that fosters individual and organizational development through management training. Provide a foundation for helping supervisors do their jobs more effectively and align them with organizational objectives.

Learning Objectives:

-Lead effectively and efficiently, by boosting morale and the quality of employees work
-Learn to increase productivity and build stronger teams by renewing core management skills

Expected Results:

Supervisors will learn to:

-Effectively manage employee issues and performance problems
-Use one-on-one coaching strategies to improve performance
-Build more self-sufficient work teams
-Improved employee retention through critical skills training
-Greater understanding of all organizational functions
-Increased productivity through behavioral changes and continuous development

Training Population:

-Front Line Collections Supervisors
-Site Managers

B. Requirements: Managers will be required to attend and complete the outlined supervisory training curriculum. The program will consist of classroom training, individual case studies, and practical management concepts.

C. Designed program length and format:

-Practical, interactive, eight multi-hour course curriculum

D. Available Modules:

1. "Essentials of Leadership & Management"
2. "Coaching & Motivating Employees"

3. "Teaching & Training Techniques"
4. "Effective Communication--Listening & Understanding"
5. "Managing through Change"
6. "Peer Management"
7. "Team Building"
8. "Time Management"

Additional programs will be considered based on recommendations of the Sr. Management group.

E-institute

Teleperformance provides industry leading training to its teams, stimulating personal development through an e-learning tool focused on leadership needs, with high level courses and close monitoring.

At Teleperformance, we recognize that as a global organization, consistency and flexibility in our training are high priorities in order to achieve our strategic objectives. My e-institute has been developed to enhance our employees skills and to support their growth as our future leaders. Our e-learning platform provides flexible learning paths with customized development plans according to each employee's expectations and needs - with convenient access at any time from anywhere in the world.

The modules are always available at My e-institute library, where our teams can find relevant content regarding leadership, finances, motivation, people management, communication skills, business strategy, project management and more.

Teleperformance Operational Processes and Standards (TOPS)

There are many factors that determine the collectability of an account including age of account at time of placement, demographic information passed to private collection agency and sanctions in place such a driver's license hold & credit reporting. AllianceOne is a top tier performer for our clients. We attribute much of this success to the TOPS (Teleperformance Operational Processes and Standards) process. The spirit of TOPS is that supervisors spend 80% of their time monitoring and coaching agents. This development of agents is the single largest contributing factor to our strong performance. During one internal TOPS case study we found that performance for one of our largest clients improved significantly as well as employee morale and performance.

TOPS Core Principles

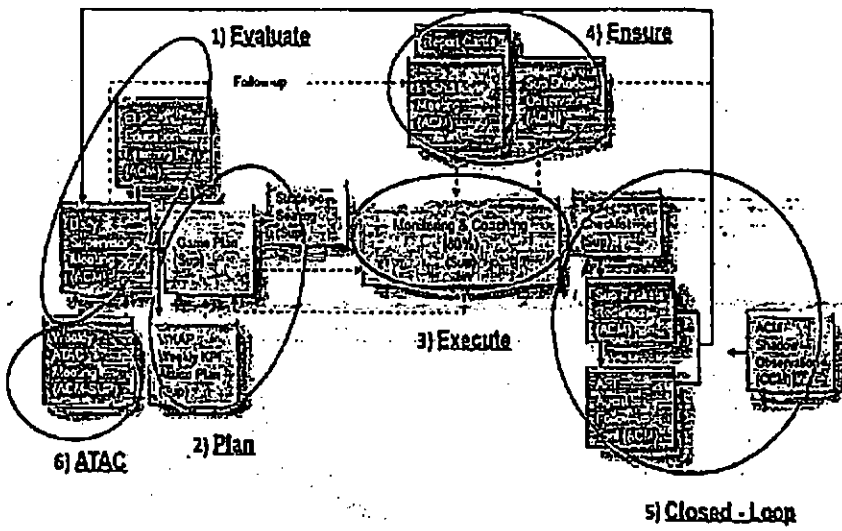
- *We are responsible for performance.*
- *We are responsible to develop the skills required to perform.*
- *We are responsible for management's ability to develop skills in others.*

TOPS Benefits

- Consistent management processes
- Rapid launch of new accounts
- Single agent development process across multiple geographies
- People-focused approach
- Disciplined yet flexible foundation

TOPS has been proven to increase revenue, client and debtor customer service as well as employee satisfaction. Managers, supervisors and collection staff have all noted an increase in job satisfaction through better training and daily preparedness which in turn provides our clients with markedly increased revenues and service. For example, a large banking client has experienced an increase in revenue as a result of the implementation of TOPS; so much so that they have assigned additional lines of business to AllianceOne.

TOPS flowchart process



Following the implementation of TOPS AllianceOne experienced the following for one client's portfolio:

- 1st place for 8 consecutive months.
- Bankruptcy portfolio has finished in 1st place 8 of 12 months and received a market share increase in May 2010.
- Cumulative 2010 collector success rate (achieving 100 percent of goal or better) was higher than any other team at the performance site.
- Supervisor/team success rate is the highest in the performance site. Supervisors hit 100 percent of goal or better 75 percent of the time.
- Strong performance has assisted us with entrance into 3 new markets.

- Combined NSF rate for 2010 was at an average of 6.25 percent (well below our client's 10% threshold on this portfolio of business).

ATAC

ATAC Consisting of experts in each KPI, ATAC groups have a holistic approach, focused on each group's expertise, with the objective of continuously improving the performance of their programs.

Attitude, Talent, Accountability and Commitment are the main characteristics we want to develop in our supervisors. The world-class ATAC project enables and facilitates this transformation process.

The world-class ATAC plan follows the same goal as the world-class manufacturing practice originally started in Japan: to have natural groups (also called cells), with the objective of continuously improving their performance in order to maximize general client results. Each business unit is autonomous on performance, allowing each business unit to perform its best. The main benefits are to improve the main KPIs and customer commitments, to provide an attractive career path to employees, to establish stronger relationships between support departments, to increase our communication channels and to build up a team oriented to performance. All support departments are measured based on results.

ATAC ensures that all programs have a highly skilled management team, with well-developed floor managers, supervisors and points of contact according to the client KPIs.

The program guarantees effective metrics control through the follow up of world-class ATAC strategies, including executing preventive work in each area, such as IT, and resulting in improved internal satisfaction . The business units maximize productivity and performance results as supervisors act proactively, sharing experiences and new ideas with the group.

Quality Assurance department

AllianceOne's Quality Assurance Department consists of 54 Dedicated FTE. The CCMS platform mentioned herein is utilized to enter all call scoring and feedback. Production standards are set daily in order to meet client requirements. Daily results are available in CCMS and exception reporting is produced and sent out daily by the QA Team for Operations to use in coaching and development.

Ms. Toni Metzger, Director of Quality Assurance – Ms. Metzger has 12 years of collection credit card experience in the industry prior to joining AllianceOne in 2009. She is currently responsible for all Quality Assurance support for AllianceOne. She manages a staff of 54 FTE who are dedicated to monitoring and scoring calls in accordance with client specific standards and guidelines. Ms. Metzger is responsible for communicating between Operations and Quality Assurance to ensure we are delivering quality calls for all clients.

<u>Overview Quality Assurance Process</u>

Below is an overview of the quality assurance program requirements:

- Daily/Monthly Production Goals set for each QA rep based on Client Requirements
- All scoring entered and tracked through CCMS
- Daily reporting generated by CCMS and sent out by QA Supervisors

- Reports include: Agent Level, Sup Level, Coaching Report, Repeat Offender Reporting

- QA Reps host weekly calibration sessions to support clients by helping to coach on opportunities
  - Results are tracked and Recap Notes are sent out to Operations
  - QA Team watches for Repeat Offenders. These agents are escalated to Ops asking what action has been taken to correct behaviors
  - QA has corrective action policy in place
- All call searches are completed by QA Reps on a daily bases using multiple systems depending on the client

Operations Reports

(PROPRIETARY AND CONFIDENTIAL REPORT SAMPLES)

The vendor management team constantly reviews new providers and provides results to operations management to improve the skiptracing tools at the collector's fingertips.

Our Compliance department has staff to monitor a set minimum number of collector calls each month which provides a comprehensive review of all employees' performance. Additionally, as noted herein supervisors are on the collection floor at all times and monitor collector actions all day, every day.

Monitoring by supervisors is accomplished through electronic CF (Collector File) reports, dialer activity, manually walking the collection floor, questions and answers and unannounced barging of calls along with other methods. These procedures help to eliminate most complaints. The use of a dedicated collector team and a toll free number that routes to this select team will provide the Port Authority's customers with access to contract trained individuals to quickly answer any questions.

AllianceOne's Vice President of Legal Affairs and corporate counsel, Kevin Underwood is actively involved in reviewing compliance. Mr. Underwood reviews all collection letters, phone complain and other communication techniques to ensure we are always conducting business in an appropriate and lawful manner.

Collector phone calls are recorded for training and review. The Port Authority can listen to their assigned account calls upon request, including recorded and live calls. Our management and compliance teams randomly barge/listen to live collection calls to ensure excellent service and proper account handling. Note: outbound California calls are not recorded. The Government Compliance department will be responsible for investigating and initiating action on any complaint received. These compliance employees will receive support from the contract management team in the complaint investigation and proper handling monitoring for the collection staff assigned to this contract. AllianceOne investigates all complaints received concerning collectors and/or accounts placed for collections. Complaints received typically come from Better Business Bureaus and various Attorney General Offices. AllianceOne also fully investigates customer complaints received in writing. Complaints are investigated by the Compliance department or the responsible Assistant Call Center Manager.

Claim of improper handling of an account - If the complaint received is concerning the handling of an account by a collector the following steps are initiated:

- All collection notes are reviewed
- The collector is interviewed and asked to prepare a written statement of the situation
- Management determines appropriate action to bring the issue to conclusion
- A copy of the investigation is placed in the collector's personnel file and the incident is noted on the AllianceOne internal Complaint Log.
- Dependent upon each client's contractual specifications, copies of all complaints and handling is forwarded to the client for review.

The results of these investigations can end in the complaint being unfounded and claims are unable to be substantiated. If, upon review, the claim is undetermined the collector will receive remedial training to ensure that proper handling and communication tactics are used at all times. If the claim is found to be accurate the collector receives immediate counseling, remedial training and/or discipline leading up to termination.

Complaint call handling - Resolution for any compliance violations requires open communication channels. AllianceOne has adopted the following internal procedures to achieve effective resolution of infractions as they occur.

The primary responsibility for handling complaint calls falls to the responsible Collection Supervisor. The goal is to rectify the situation at this level. If the Collection Supervisor cannot reach an amicable resolution the complaint call is channeled through the operational management of an AllianceOne division where the call originated, leading up to the Call Center Manager.

If the complaint is not resolved through this chain of command, it is then forwarded to the Compliance Department for handling. When handling a complaint call, the primary objective is to prevent escalation of the situation. Collection activity is secondary until resolution of the situation can be achieved. Collectors are instructed to gauge the type of complaint from a consumer:

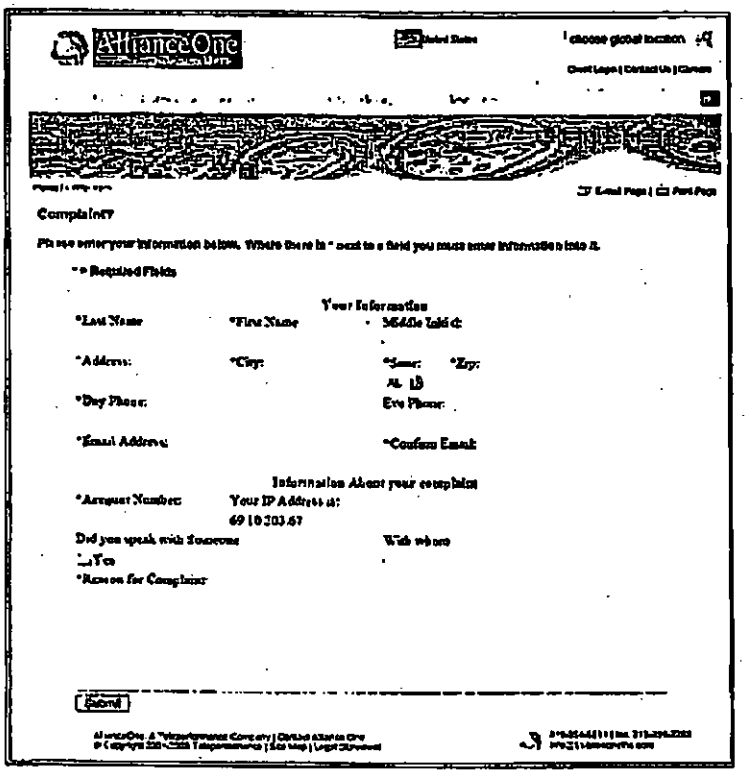
- Complaint regarding the account representative - *transfer to Supervisor*
- Complaint regarding the Supervisor - *transfer to Assistant Call Center Manager*
- Complaint regarding the Assistant Call Center Manager - *transfer to Call Center Manager*
- Complaint received from an Attorney General - *transfer directly to Call Center Manager or Compliance Dept*
- If complaining about switchboard - *transfer to Assistant Call Center Manager*

Regulatory complaint handling - All state regulatory complaints are forwarded to the Compliance Department to investigate and provide a written response. The account is immediately documented that a complaint has been received and from what regulatory body. The account is suspended from collection action to prevent future calls during the investigation. The divisional management handling the account is notified and a copy of the account notes are sent to the Compliance department and reviewed for validity. If the complaint necessitates backup documentation or special handling by the client, the client will be notified accordingly. Generally, if the complaint is from a regulatory agency, the Call Center Manager will be notified so they can properly inform the necessary parties that an account is being returned and requires sensitive handling. If an account is paying monthly but requested not to be contacted, the account is forwarded to the Assistant Call Center Manager for proper handling. An investigation is conducted if the complaint alleges a compliance violation.

The collector and Supervisor are interviewed so their interpretation of the situation can be noted. Disciplinary action will be taken if an infraction is determined to have occurred. Disciplinary action may range from a verbal warning to termination depending on the nature or severity of the infraction.

The collector's calls may be monitored for several weeks to ensure ongoing compliance. Communication of all findings is determined between the Assistant Call Center Manager and Call Center Manager. A copy of the notes are attached to the original complaint along with AllianceOne's response and filed and scanned to the consumer record. All complaints are updated on a Complaint Log that is forwarded to Executive Management monthly for review.

The following is a screen shot of our online complaint form which provides customers with another line of communication regarding inquiries.



Any breaches of compliance are fully investigated and policies reviewed. AllianceOne's collection services comply with all applicable federal, state and local laws and regulations including the FDCPA.

We ensure this through continuous staff training, monitoring through our compliance, supervisor and management daily involvement in staff account handling. *Although complaints are often associated with the collection industry, AllianceOne is proud to note that it continually maintains low to zero complaint ratios.*

Compliance

AllianceOne utilizes multiple tools to ensure compliance with all applicable legislation and client directives. We incorporate our TOPS program into all daily actions. The TOPS plan provides compliance and oversight for each employee.

Our employees sign confidentiality agreements upon employment. A copy of this is attached.

AllianceOne

ALLIANCEONE, INC. CONFIDENTIALITY AGREEMENT

In consideration of employment by AllianceOne Inc., as a condition of my employment I agree as follows:

In connection with my employment with AllianceOne, Inc., I may receive information, which may include trade secret information and other confidential information. I agree that my position requires loyalty and trust and that I am legally and ethically responsible for protecting and preserving AllianceOne, Inc. proprietary rights. I agree that I will not release or disclose any trade secret or confidential information during the course of my employment with AllianceOne, Inc. or at any time thereafter. Trade secret information and confidential information may include, but is not limited to:

1. Computer software programs, access codes, processes and designs and unlisted or unique phone numbers.
2. Customer lists, special demands and proprietary information of particular customers, and the current and/or anticipated requirements of customers for the services of AllianceOne, Inc.
3. Sales records, profit and performance reports, pricing lists, sales manuals, training manuals, selling and pricing procedures and financing methods of AllianceOne, Inc.
4. The specifications of any products or services or new products or services under development.
5. Any personnel lists.
6. Any report forms or blanks or service specification.
7. Any business plans, marketing strategies and internal financial statements and projections.

Upon termination of employment, regardless of cause, I will surrender to AllianceOne, Inc. all records or information provided to me by AllianceOne, Inc. and will not keep copies, summaries or photocopies.

Print Name: _____

Signed By: _____ Date: _____

Witness By: _____ Date: _____

It is AllianceOne, Inc. policy to provide equal employment opportunities to everyone. AllianceOne, Inc. supervisors are responsible for ensuring that the criteria for selection, promotion, benefits, and awards are universally applied to every AllianceOne, Inc. employee, regardless of race, sex, color, national origin, religion, age, marital status, sexual orientation, disability, U. S. veteran status or otherwise.

AllianceOne, Inc. has established and continues to maintain an employment relationship that offers maximum flexibility for our employees and the company. AllianceOne, Inc. employees are free to join or leave AllianceOne, Inc. at any time, with or without cause or notice, and AllianceOne, Inc. is free to establish or to terminate the employment relationship at any time, with our without cause or notice.

The policy shall take precedence over any other policy or practice of the company, which may be deemed inconsistent with it.

CONFIDENTIALITY AGREEMENT REV 08-2010

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including:

☐ Their length of service with the firm

☐ The anticipated function of each person on the Contract

☐ A summary of the relevant experience of each person listed

The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

AllianceOne will commit full-time staff to this contract.

Executive level oversight and daily monitoring of the contract:

- Tim Casey, CEO
- Pat Scheuerman, COO
- Renee Linnabary, Senior Vice President
- Mark Lombardo, Vice President Business Development– CONTRACT LIAISON
- Kevin Underwood, Vice President Legal Affairs – Staff Attorney

Dedicated management team:

- Jon Boquist, Call Center Manager– DAILY COLLECTION TEAM MANAGER
- Matt Larson, Director of Client Services
- Todd Moore, Assistant Call Center Manager (ACCM)
- Heather Olson, Collection Supervisor
- K.C. Hawthorne, Staff Attorney

Subcontractor:

- Lockbox vendor – to be determined upon contract award; we will attempt to enter into an agreement with current provider whom AllianceOne subcontracts for other government contracts.
- Collections:

Client Services for the Port Authority:

- Tricia Purcell, Client Services Manager – Daily oversight of client service team
- Marion Davis, Client Services Representative – DAILY CLIENT SERVICE FOR THE PORT AUTHORITY
- Jennifer Uretsky, Client Services Supervisor – DAILY LOCAL CONTACT AND LIAISON
- Beth Lilley, Client Services Representative

On-site Employee at the Port Authority:

- TBD – AllianceOne intends to hire an existing vendor employee recommended by the Port Authority if possible. If not, we will screen and hire an excellent candidate and obtain pre-approval from the Port Authority prior to placement.

AllianceOne has significant experience managing on-site employees at various court locations as depicted below.

On-site locations
CA employees on-site
El Cajon 250 E Main St, 1st Floor San Diego, CA 92020
Kearny Mesa (central) 8950 Clairemont Mesa Blvd, Rm 206 WD San Diego, CA 92123
Downtown 220 W. Broadway, 2nd Flr Rm 3005 San Diego, CA 92102
South Bay 500 3rd Ave, 2nd Flr, Window 5 Chula Vista, CA 92102
San Marcos 325 S. Melrose Dr, Ste 350 Vista, CA 92083
Santa Cruz 701 Ocean St Santa Cruz, CA 95060
Vista 325 S. Melrose Dr, Ste 500 Vista, CA 92083
FL employees on-site
Orange Co (FL) Clerk of Courts 425 N. Orange Ave, Ste 410 Orlando, FL 32801

WA employees on-site at court
600 5th Ave. Seattle, WA
6200 Southcenter Boulevard Tukwila, WA
1220 Central Ave. S. Kent, WA 98032
1015 State Avenue Marysville, WA
500 W. 8th Bldg. Vancouver, WA 98660

Each Client Services Representative has direct telephone, email and toll free telephone access for ease in communicating with clients. Client Service staff will be available from 8:00am to 8:00pm EST

Patricia Purcell, Client Services Manager
Toll free: 800-456-8838 ext. 2219
Direct telephone: 253-620-2219
Email: patricia.purcell@allianceoneinc.com

Tera Cappa-Bachaud, Client Services Supervisor-Signal
Toll free: 888-374-7270
Direct telephone: 253-620-2218
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: tera.cappa-bachaud@allianceoneinc.com

Marion Davis, Client Services Representative
Toll free: 888-374-7270
Direct telephone: 253-620-2310
Fax: 253-620-7310

Toll free fax: 800-262-7184
Email: marion.davis@allianceoneinc.com

Beth Lilley, Client Services Representative
Direct telephone: 253-620-2228
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: beth.lilley@allianceoneinc.com

Sue Harty, Client Services Representative
Toll free: 888-374-7270
Direct telephone: 253-620-2284
Fax: 253-620-7310
Toll free fax: 800-262-7184
Email: sue.harty@allianceoneinc.com

Simone Valley, Client Transition Specialist
Direct telephone: 253-620-2247
Email: simone.valley@allianceoneinc.com

Ashley Parker, Collections Coordinator
Direct telephone: 253-620-2265
Email: ashley.parker@allianceoneinc.com

Client services will play a key role in the day to day interactions with the Port Authority. They are able to provide reports, cancel an account, answer questions and provide any additional information you may need.

AllianceOne places a high value on receiving excellent ratings from our clients. We've invested in additional resources and advanced training to provide excellent service to you. We encourage you to reach our references to provide testimony to our client service.

Dedicated collectors:

Our [illegible] works only government business. We divide the collectors based on skill set between senior, regular, and house collectors. Through the assigned supervisor they are kept abreast of goals, work handling and changes for the Port Authority.

AllianceOne is proposing 22 dedicated collectors. Please see pages 40 -48 regarding our staffing plan.

The proposed team has long standing tenure with AllianceOne. We are committing our most dedicated individuals to this contract to ensure little to no turnover throughout the contract term.

AllianceOne maintains an active possible employee candidate pool in our recruiting department and will first pull existing staff into the contract team if necessary. All assigned individuals will undergo additional background screening in accordance with Port Authority requirements. AllianceOne administers background checks upon employment.

AllianceOne's proposed Government Services Division IT team is experienced in working with multiple large volume government contracts. The IT staff will be extremely accessible and responsive to the Port Authority. This group has a clear understanding of the Port Authority's IT processes and will provide efficient response times for all requests and questions. AllianceOne will utilize additional members of its corporate IT staff if necessary to ensure all contract deadlines and procedures are met as defined. We will remain a flexible vendor for the Port Authority and incorporate any changes as the needs of the Port Authority alter over the course of the contract.

Additional key personnel assigned to contract

Timothy Casey, President and CEO

Mr. Casey has been the CEO of AllianceOne since 2007. Prior leadership roles within Teleperformance USA include Chief Operating Officer (1998-2007) and President of Client Services (1992-1998). He has been in the call center industry since 1984 with expertise in inbound/outbound sales, customer services, technical support and debt collection lines of business. Mr. Casey has a B.S. degree from Western Illinois University and a M.B.A. degree from Northwestern University.

Harry Neerenberg, CFO, CPA, MBA

Mr. Neerenberg has been the Chief Financial Officer of AllianceOne since 1999. He played a key role in the company's aggressive acquisition strategy, including due diligence and capital structure evaluation. Worked closely with investors and creditors for debt refinancing, equity raises, and other capital structure issues. His responsibilities include overseeing: customer profitability, financial analysis and forecasting of operating results, merger and acquisition analysis, budgeting, capital structure evaluation and management, capital investment analysis, and equity valuation. Mr. Neerenberg has a MBA in Finance with honors from Temple University and a BBA in Accounting with honors also from Temple University. He is a member of Pennsylvania Institute of CPAs and American Institute of CPAs. PICPA Officer positions serving 9,000 members; Treasurer – 2002/2003; Secretary – 2003/2004; member of Executive Committee.

Pat Scheuerman, Chief Operations Officer

Mr. Scheuerman has been with AllianceOne/Teleperformance since 1998. He is responsible for the operations oversight of all AllianceOne sites. Ms. Scheuerman is an accomplished collections operations professional with demonstrated history of quality performance and has over 20 years of experience. Mr. Scheuerman has successfully managed all collection operations with a staff of 2,500 within all US and Canadian sites. He has been responsible for margin improvements in excess of 20% while maintaining strong client relationships and performance. He has managed revenue targets for top 10 credit issuers with annual targets exceeding 60M+ in revenues. Mr. Scheuerman has a Bachelor of Arts in Political Science from US La Cross, La Cross, WI 1993.

John Tutewohl, Vice President Business Analytics

Date of hire: 2000 to present

Mr. Tutewohl will provide analytical support for this contract. He will work with the management team to produce daily statistical reports to help maintain and improve recovery and service levels. Mr. Tutewohl has his CPA and CMA licenses. Mr. Tutewohl has over 10 years of experience in the collections industry and 20+ years total experience in accounting and financial analysis.

He brings extensive experience in accounting, cost accounting, margin analysis, financial analytics, reporting, and pricing. The Business Analytics team will help to guide operations for this contract. For example, they can highlight account batches that need more work effort, letter results, dialing based on hour of day, etc.

Michael Hollerich, Chief Compliance and Quality Officer
Mr. Hollerich recently (2014) joined AllianceOne and is charged with corporate wide compliance. He brings many years of experience to AllianceOne in compliance and risk management for the financial services sector. His past experience includes working for HSBC, ABN, Amro and Pricewaterhouse Coopers (PWC). Mr. Hollerich provides an expansive compliance and risk management oversight to ensure AllianceOne is beyond reproach.

Roy Buchholz, Senior Vice President Administrative and Compliance
Mr. Buchholz has over 25 years of collection industry experience. He has a wide range of industry experience including: front line collector, collection supervisor and senior management duties with a team of compliance specialists. Mr. Buchholz' compliance department is currently responsible for the licensing and bonding of all locations, answering regulatory complaints and conducting random call monitoring. Mr. Buchholz and his team conduct quarterly corporate-wide compliance training informing collectors of any federal or state updates and reviews of company policies. Mr. Buchholz will oversee compliance for this contract and will assist in the regulatory monitoring of services provided for the Port Authority.

Missy Farnschlader, VP Human Resources – Executive staffing oversight
Ms. Farnschlader entered the collection industry in 1983 with ECC Management Services. She managed all support functions (including customer service and payment processing) with ECC until 1987, when she was responsible for establishing ECC's HR function. AllianceOne acquired ECC in March of 1999. Until her promotion, Ms. Farnschlader served as Director of Human Resources with responsibility for the corporate HR and Payroll functions of the Company. Ms. Farnschlader graduated from Lafayette College with a BA in Economics.

Lynda VanNess, Vice President of Information Technology
Ms. VanNess has been with the company since 2003 and manages a department of IT professionals responsible for programming and system administration for 7 sites. She is responsible for reorganizing IT support functions and staff resulting in increased productivity and responsiveness to internal and external clients. She oversees data migration/conversion projects and supports four predictive dialers with a total of 1,200 seats. Ms. VanNess is responsible for helping to design and implement workflow strategies to maximize revenue and reduce costs. She is an accomplished and dedicated IT professional with a demonstrated history of achievement in the healthcare, utilities, governmental and bankcard accounts receivable and business process outsourcing industries. She has an extensive background in maintaining computer systems and telecommunications infrastructures. She is a supportive manager, seeking continual improvements by analyzing issues to affect positive change. Ms. VanNess has the following technical skills: Flexible Account Collections Software (FACS) application: Enable, OSC/FACS LINK, Report Writer, Tactics, EICE, Claims Manager, OAR, Guaranteed Contacts, ARC, Architect. She has the following productivity software knowledge: Microsoft Office Suite including Word, Excel, Visio, Access, Monarch.

Ms. VanNess has the following operating systems and hardware knowledge: Windows 2000/NT/XP/98/95, UNIX, PC Support, Printer Support, Disk-Array, Outbound/Inbound Call Management Systems, Lucent/AT&T/NEC/NorTel – PBX and Centrex Voice Systems. Ms. VanNess will lend her knowledge in support of this contract.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to:

☐ **Collection services related training**

AllianceOne has submitted our training program on pages 93 through 103.

☐ **Security training**

AllianceOne incorporates our security training into initial and on-going training sessions. As a PCI certified company data and funds security is of the utmost importance.

☐ **OSHA safety training**

AllianceOne is the process of finalizing our OSHA training program and will provide upon completion. We practice office safety in every location on a daily basis.

☐ **Employee motivation and incentive programs**

AllianceOne offers our collection staff with a generous compensation program that includes hourly based pay and commission as revenue goals are met. Our support employees all have base pay and are eligible for incentives. We work in a team environment and reward all employees for positive work.

AllianceOne holds continuous contests for all employees based on performance goals. Monetary incentives, reward activities and gift cards are provided to keep our employees motivated and invested in the goals of the company. Management receives annual incentives based on yearly goals achieved. Incentives are also set per contract to ensure we are meeting all of our client's goals.

We understand that our employees are our business and treat them accordingly. With a government staff tenure average of over 8 years for management and 2.57 years for collection staff we can provide a committed team that will be focused on the goals of the Port Authority contract.

☐ **Health benefits information programs for employees**

Following is an excerpt from our Employee Handbook regarding medical coverage:

"Employees who have met all eligibility requirements for their respective positions may be eligible for participation in the Company's group health insurance plan. The coverage begins after all eligibility requirements have been met, the employee signs up for such coverage, and any other requirements of the insurance provider are satisfied. Dependent coverage may also be available. If there is a change in your family status (e.g., marriage, divorce, birth or adoption of minor child, etc.), please contact the Corporate Human Resources department within thirty (30) days of the qualifying event."

More information can be found in our benefits handbook.

Please see Exhibit D: Benefits Information

☐ **Quality Assurance/Quality Control programs**

Please see pages 102 through 116 for information on our quality assurance and compliance programs.

☐ **Payroll processing**

AllianceOne maintains a payroll department within our Human Resources team that has responsibility for all employees in coordination with management reports. The Company's workweek begins Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. All employees are paid on a semi-monthly basis, with the exception of certain Corporate employees. The pay period end dates are normally the 15th and the last day of the month, and paychecks are usually issued within nine (9) days of the end of the pay period. The actual pay dates for your site will be provided to you during new hire orientation. Should a scheduled pay date fall on a recognized holiday or weekend, the pay day will be on the workday immediately preceding such holiday or weekend. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

It is Company policy to mail all paychecks or distribute them as required by law. For your convenience, paychecks may be made available to you at your respective work center. Paycheck distribution for work centers will vary. Consult your local designated management representative for specific details. Direct deposit of your paycheck into your bank account is strongly encouraged and available once you have met all eligibility requirements.

☐ **Recruitment procedures**

Our best employees come from referrals. We offer a $600 referral bonus to employees if the referring and referred employees remain actively employed, in good standing, with AllianceOne for six months. We will immediately address any concerns of the Port Authority regarding our personnel, if necessary. An equally qualified replacement will be presented for approval prior to work on the contract.

All staff members are trained and re-trained on the FDCPA and applicable legislation governing collection practices.

- AllianceOne is an equal opportunity employer
- AllianceOne's Human Resources department conducts regular discrimination and harassment training and documents employee participation and attendance in these programs
- The Recruiting department participates in diversity initiatives such as minority sponsored job fairs
- Our HR Department is comprised of an in-house diversity committee that tracks diversity issues such as possible barriers to promotion and organizes more targeted external recruiting efforts.

Recruiting Team Bios:

Kathy Pliszka has been a Staffing Specialist Supervisor with AllianceOne since January 2006. She has over 15 years of management and staffing experience, specializing in high volume call center recruiting and project management. She also has a passion for finding great candidates for IT, Management and specialty

positions. Over the past three years Kathy has enjoyed partnering with the teams at all AllianceOne locations. Prior to joining AllianceOne Kathy held regional training and staffing management positions and worked as a Human Resources Consultant. Kathy completed her MBA coursework through Cardinal Stritch College and recently earned her SPHR certification.

Katie Clark joined AllianceOne in June 2004. She has a degree from The College of St. Benedict/St. John's University with a Major in Psychology and a Minor in Spanish. Katie began her career with AllianceOne as a Staffing Coordinator for one year and was promoted to Staffing Specialist in 2005. Katie has been a key player in the successful staffing of offices at all AllianceOne locations. She was promoted to Senior Staffing Specialist in 2011 and focuses on staffing for administrative and corporate roles in addition to high volume positions for all offices.

Katie Rigney is a graduate from Minnesota State University-Mankato where she earned a Bachelor's in Science in Spanish and Sociology. Katie joined the AllianceOne Team in 2010 as a collection agent; after one year of being on the collection floor Katie was promoted to Staffing Coordinator. Katie was then promoted to the role of Staffing Specialist in 2013. During her tenure with AllianceOne Katie has worked on the events planning committee, For Fun Festival, and became an ambassador of the Citizen of the World Campaign.

Emily Hamilton is a graduate of the College of St. Benedict/St. John's University where she majored in History and minored in Peace Studies. She joined the AllianceOne team in June 2013 as a collector. Shortly after, she was promoted to the role of Staffing Coordinator and in April 2014, Emily was promoted to the role of Staffing Specialist. During her time at AllianceOne, Emily became an ambassador of the Citizen of the World campaign.

AllianceOne's internal recruiting department ensures we maintain a level of staffing necessary to immediately incorporate large volume contracts like the Port Authority. Collection representatives for the Port Authority will be selected based upon prior government debt collection experience and training. AllianceOne currently anticipates that it has the appropriate number of staff available to provide comprehensive services to the Port Authority based upon the provided project description and volumes.

AllianceOne has a comprehensive recruiting process to meet the needs of all clients.

With a recruiting team of 4 full-time Staffing Professionals we are able to consistently source and hire candidates across the United States. AllianceOne maintains a competitive compensation and benefit package for its employees, which increases interest in employment with our company.

On an on-going basis AllianceOne advertises open positions via online sites (Monster.com, CareerBuilder.com, Craigslist) and via print advertisement. In addition, the team regularly attends job fairs and works with business schools, colleges, and universities to attract quality employees.

During high volume needs we also work with a Recruitment Advertising Agency who assists with additional advertising venues such as radio. Additionally we maintain an applicant tracking system that gives us unlimited access to stored resumes.

All candidates considered for employment with AllianceOne must complete criminal background checks and employment verification. AllianceOne seeks individuals with customer service backgrounds for collection representative positions.

Prior collection experience is beneficial but not required for employment. All new employees receive an orientation and training session. Training covers the following areas: hands-on Columbia Ultimate collection software system training, company policies and procedures, cash-handling, types of debt, individual client policies and procedures (dependent upon assignment of accounts); FDCPA knowledge and compliance (all new employees are required to pass a test of the FDCPA guidelines) including state specific regulations, privacy statutes (including HIPAA) and other similar regulations. AllianceOne seeks the following qualifications for its collection personnel:

- Customer service background
- Government industry service or training (preferable)
- Cash handling experience
- Bi-lingual in Spanish (not necessary but preferred)
- Previous collection experience, including prior government collection experience (preferable)
- Data entry skills
- Communication skills

Training begins immediately upon employment for any newly hired personnel. AllianceOne's Trainers along with supervisory staff implement training of new employees. Areas of training include: hands-on Columbia Ultimate collection software system training, company policies and procedures, cash handling, types of debt, client specific policies and procedures, FDCPA knowledge and compliance (all new employees are required to pass a test of the FDCPA guidelines).

AllianceOne employs a contract management team experienced in the recruitment of employees skilled in government collections. AllianceOne also maintains a competitive compensation and benefit package for its employees.

☐ Staffing retention plan

AllianceOne incorporates retention strategies into every day. We want to retain quality employees and work to train and if necessary re-train employees to be successful at their jobs. The TOPS process is what we use to retain our staff. The 80% coaching and mentoring done by supervisors and managers gives our employees the support they need every day to be reach and exceed their goals. Please see pages 100 through 103 for details regarding the TOPS program.

☐ Disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

Please review our Employee Handbook under the exhibit titled "Benefits Information".

Please see Exhibit D: Benefits Information

d. The Proposer shall submit to the Port Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

☐ Utilization of technological advances in Collection services and resulting benefits; and

AllianceOne benefits from our investment in technology through improved revenue recovery, monitoring of staff, reporting, security of data and more.

Computer capabilities and software

We have the ability to provide data communication in the format and frequency desired by the Port Authority. AllianceOne, through the use of its collection software and components, maintains all actions and records taken on every account assigned. These become a permanent part of the account file and cannot be altered.

AllianceOne has expended over six figures on customizing programming to our clients' specifications within the past two years. Our commitment includes rolling out a new IVR system; online credit card portal; real time exchange of information with our clients; billing system; various custom reports and more. AllianceOne has the staff, experience, capabilities and technology to successfully and immediately process all of the Port Authority accounts under this contract. The Port Authority will have on-line access to the assigned accounts with the ability to view all actions and records.

Detailed reporting is provided and will be tailored to meet the exact specifications of the Port Authority.

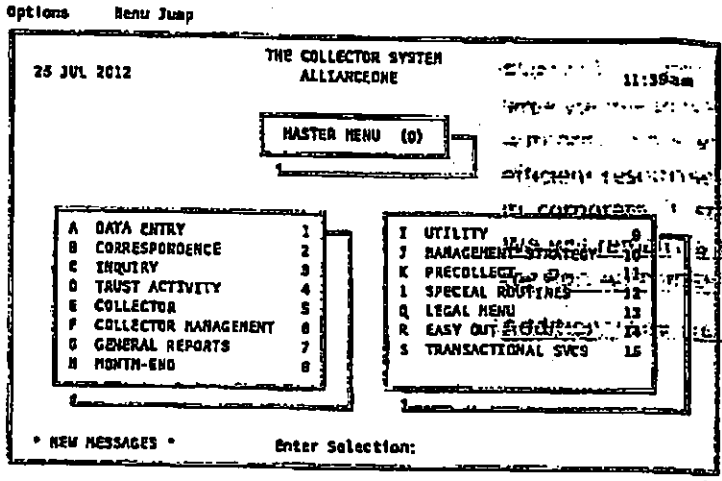
AllianceOne utilizes collection software within the Government Services Division. AllianceOne has been utilizing since 1986. Our IT team is skilled in working with this system and will provide the Port Authority with excellent IT support for this contract.

AllianceOne works to maintain its position as an industry leader in technology and has obtained a computer system capable of the most advanced processing. te is considered the state-of-the-art collection software, which includes maintenance of account placements, all collection activity, compiles recovery statistics, unlimited report customization, and has the ability to bill and track an unlimited number of customers per account. Our partnership with has spanned more than twenty years, and has afforded us the opportunity to be the beta site for numerous new programs.

AllianceOne attends annual users' group meetings and upgrades annually as new releases are introduced.

The AllianceOne system is capable of handling a wide variety of client-supplied media. Although many agencies utilize this quality collection software package, few exploit its versatility as thoroughly as AllianceOne. Agencies have the ability to program the system to accommodate their specific needs and collection philosophies.

AllianceOne's use and development of the system sets it apart from other users.



The Collection System is a complex, fully functional, integrated collection program currently in use by over 600 collection agencies, utilities and local government agencies. The program provides an audit trail in the memo notes of each account of all attempted and actual customer contacts by staff, both written and oral.

A memo note line is created each time the account is changed or updated, displaying the initials of anyone working the account as well as the date and time of the contact or attempted contact. Additionally, system generated changes are also memorialized in the memo field (i.e. time driven letter generation). The documented memos cannot be altered once they are entered as a part of the account history. For tracking account actions and attempts, multiple production reports are available.

Reports can be generated based on number of collector attempts, communications sent, skiptracing attempts, credit reporting activities and many other activities. In addition, clients can review accounts on-line, if they so desire. When an account is set-up in the AllianceOne collection system, all customer information provided by the client is electronically entered into AllianceOne's Columbia Ultimate system. The account can be accessed from any workstation at AllianceOne given that the employee has the appropriate access authorization.

Integrated system components

AllianceOne is an industry leader in utilizing a fully integrated collection system consisting of Compass Imaging Systems, barcode-based scan of mail, Vision real-time integrated dialing technology, skip tracing, and Compass document scanning. AllianceOne has the ability to extract report information that meets the criteria set by its clients. AllianceOne will maintain all records for a period determined by the Port Authority.

Client View report archiving – Client View transfers electronic copies of reports from the storage. The benefit of this system is its ease of access. Client Services representatives can view the same report that the client is calling about and immediately answer questions. When a file is needed, it is pulled up on the screen, the information is verified, and if necessary, printed. This technology saves client time and eliminates the costly storage of

paper. Client View also provides real time producing information on-demand at the specific account level or summary level for client statistics.

Compass Imaging Systems - The Imaging and Archiving department scan all new business, borrower correspondence, client correspondence and legal paperwork that come into an AllianceOne office. It is archived to one of eleven categories: listing sheets, statements, assignments, abstracts, borrower correspondence, legal, BANKO, listing assignments, forward listings, checks and client correspondence.

Components of the Compass system include Document Access Technology. By using with powerful application software, proof-of-transaction, HIPAA compliance and a secure document archiving is easily achieved. eLive® is fully integrated with our Columbia Ultimate collection system.

speeds our business processes by transforming paper documents into electronic form, capturing emails and office documents automatically and building statements, letters, invoices and reports into high quality, secure PDF files ready for distribution. These documents along with critical system data can be delivered to AllianceOne users on-demand in real-time precisely when needed. allows AllianceOne to scan, import, capture and categorize your documents from all sources with these powerful modules.

Automated dialing systems

CT Vision – AllianceOne utilizes (interface, based on application needs; this receivables management system integrates with our collection system. : helps automate account flow, increase the speed of collections, and help better manage receivables. This is accomplished through a suite of integrated tools designed to enable efficient gathering, prioritization and dissemination of information. Our dialer capabilities offer AllianceOne the ability to build specific targeted dialing pools to concentrate our collection efforts and meet customer production demands. AllianceOne currently has nearly 2,000 dialer stations and has the ability to increase that number virtually indefinitely.

- Allows supervisors, managers and quality assurance professionals to track minute by minute statistics for both inbound and outbound work efforts and through its analytic reporting allows flexibility throughout the day to shift resources through multiple campaigns.
- Live integrated communications with Client Host system
- Flexible – Able to service a wide array of collection needs
- Outcome based – Tracks call result and triggers next follow up activity
- Management Control – Automates workflows (work Standards) to ensure that right accounts are worked in the right way at the right time
- Productivity reporting – Accountability
- Includes both collection follow-up and recovery (placement) follow-up

Following is a sampling of reports AllianceOne utilizes from the Daily recap attached and the intra-day example is below.

Grand Total	[illegible]	4,58[illegible]	1,692	[illegible]	0	1,692	[illegible]	0	13.77%	18.16%	36.02%	45.33%

	System							
User	Hours	Dials	Contacts	Dials/Hr	Wait %	Talk %	Update %	Contacts/Hr

Disaster recovery plan

AllianceOne is a nationwide collection agency with a local touch. Account notes are available that detail every action. A summary report showing the number of contacts, attempts and current demographic information is also available. The Port Authority can barge phone calls. We can provide call recordings as well. We welcome the Port Authority to visit our office unannounced to audit our services.

Call recording – Our telephone system records calls and allows AllianceOne to go back and listen to past calls for training and in the event that a complaint is lodged against a certain representative. AllianceOne is skilled in the protection of sensitive client data. Employees are granted job specific access to information.

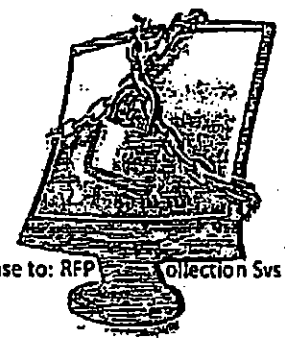
Note: All calls are recorded within Federal and State guidelines.

The system maintains logs of all entries into various data. Only contract assigned and approved, by the Port Authority, staff will have access to assigned accounts limited to their job requirements. We will meet the Port Authority requirements in regards to security of data.

Following are our internal security procedures including disaster recovery.

AllianceOne has developed and implemented a data processing system that offers our clients the high levels of technical capability needed to meet the complex information management needs of clients in the government industry matched with stringent security measures to ensure data integrity.

AllianceOne has an extensive suite of contingency plans covering disaster recovery of information technology systems and services, a Business Continuity Plan (BCP) covering manual operation of critical business functions to continue uninterrupted service in the event of an emergency,



and an Emergency Response Plan that provides detailed evacuation and a decision-making matrix in the event of any incident or disaster.

Our plans are based upon the FEMA-proscribed "All-Hazards" approach which allows AllianceOne to recover from any incident that may idle business operations, from a power outage to a natural disaster of a catastrophic magnitude. AllianceOne has an overall recovery timeframe of 72 hours.

During the recovery period, AllianceOne has manual operating procedures that allow continued operation within ___ after an incident has occurred, so any downtime is minimized.

AllianceOne updates and tests our BCP plan annually or as business needs change. Following is a summary of AllianceOne's recovery and security programs for review of the Port Authority.

Data systems - In the event of a catastrophic hardware failure, AllianceOne maintains a hardware maintenance contract that the hardware will be operational within ___. To prevent catastrophic production system failures, AllianceOne has ___ failure support that performs continuous system diagnostics.

Predictive detects any possible operating system (O/S) and/or hardware errors well in advance of actual failure, then immediately sends a trouble report to the system administrator and the support team simultaneously. The trouble report is then analyzed and a course of action is laid out to replace or repair any software or hardware indicated to fail. In the event of an unpredictable failure an alarm report is sent to the system administrator and the ___ support team for immediate action.

The production software resides on a ___ of memory running the ___ which utilizes ___ and ___ technologies along with ___ hard drives, processors and redundant power supplies. The array is configured so that if any single hard drive, processor or power supply fails, the failure would be completely transparent to production and no data loss would occur. The failed part would then be replaced without loss of production. Performing a ___ backup of the Columbia Ultimate system and associated applications software protects against inadvertent data loss or possible database corruption. The database is located on ___ y with ___ of available storage and sent offsite to the ___ office of the ___ orporation for data storage. Tapes can be retrieved within ___

___ has 30 years of experience securing and protecting data and providing recovery services. ___ is nationally tested and proven in supplying data security and recovery services. Any array failure is immediately electronically reported to ___ upport, and the part is replaced within ___ regardless of the time of day or day of the week.

Firewall – The network is protected from the internet by both the ___ firewall and the ___. All incoming traffic is blocked excluding ___ and those ports used for ___ connections. That traffic which matches a ___ is then forwarded to the ___ for authentication, and is rejected if proper credentials are not presented. ___ affic is forwarded to the ___ and is authenticated at the ___ for access. ___ is forwarded to the ___ for accepting incoming data and is authenticated using ___ key and ___ With the exception of ___ s, all externa ___ t traffic is blocked by this firewall system.

PCI Compliance

AllianceOne is currently certified as a [redacted] with a QSA. AllianceOne can provide the [redacted] certificate immediately upon request. AllianceOne contracts [redacted] to perform quarterly external [redacted] vulnerability scanning on all [redacted] equipment.

Power supply systems - [redacted] protect all mission critical server and network systems. All computer-based workstations are protected by [redacted] The [redacted] will cover critical components for approximately [redacted] or until the back-up power is operable. The phone system is also set with [redacted] and remains in service for approximately [redacted] during a power outage.

Systems management - All servers are monitored and managed from [redacted]. Production servers are backed up [redacted] on a [redacted]. There is also a [redacted] saved for archival purposes. All [redacted] backup tapes are stored offsite. Month end tapes along with the last working day of the month are bundled and stored off site for [redacted]. Another full system back up tape is done at the end of [redacted] and stored off site for [redacted]. As noted offsite storage is accomplished by [redacted] a national backup provider.

Anti-virus - Antivirus software protects all servers and workstations. [redacted] by a central Anthvirus server [redacted] AllianceOne utilizes an [redacted] antivirus solution provided by [redacted] the best known provider of software security.

Destruction/Natural Disaster - In the event of destruction of the [redacted] that houses the network, due to a natural disaster or fire, AllianceOne, through its agreement with [redacted] would be back in production within [redacted] and all calls would be routed to the [redacted] until the facility is fully functional.

Emergency Management Plan - In the event of a natural disaster that forced operations to cease in a certain geographic area, AllianceOne has an Emergency Management Plan in place to take care of employees. AllianceOne would offer assistance in the form of job replacement in another site, performing remote job duties and would hold positions for employees once operations resumed.

The [redacted] is equipped with a fire alarm/sprinkler system, defined emergency exit procedures and earthquake/disaster readiness kits. Evacuation routes are documented and tested. AllianceOne is a national corporation with multiple locations in diverse geographic regions.

The site Call Center Manager is responsible for communicating with department heads who in turn utilize a [redacted] to contact every employee and communicate the plan for resumption of business. Communication with all staff is made daily until full resumption of business. Emergency call lists are updated [redacted] All AllianceOne essential computer/network systems are protected against hardware and data loss by [redacted]

The mainframe utilize [redacted] an [redacted] to create a constantly updated copy of the original data to separate [redacted] systems. This, along with [redacted] and [redacted], will ensure data integrity in the case of a [redacted] failure. The mainframe computer room has [redacted] and its own [redacted] and a [redacted] system. Access to the mainframe is strictly controlled, both [redacted] and [redacted] Physically, the computer room remains locked at all times and [redacted] which r[redacted]

Electronically, system with very strict access permission is utilized and any data security violations are automatically reported.

Network Security - AllianceOne's data network is protected with a

Internally h ensures that only appropriate personnel have access to the various systems and receivables. Additionally, each employee is assigned access based upon their individual needs using

Control of account access and confidentiality - AllianceOne understands the necessity and legal obligation to maintain complete confidentiality of all assigned information and receivables. AllianceOne requires all employees to sign a confidentiality agreement upon employment.

AllianceOne's collection software system,), allows for complete customization of account handling procedures.

Security and confidentiality measures (both physical and procedural)

Physical Security - collection sites have are continually maintained and reports can be produced detailing Additionally,

ct. The network is secured in

Systems Management - All servers are monitored and managed Production is backed up A full system back up is completed ollowing the All backup tapes are stored offsite.

Additional Security Measures – AllianceOne maintains a strict Client Data Policy. The purpose of this policy is to maintain standards for the securing of client data on during transfer or correspondence with clients, and/or physical printouts of customer data. Following is a summary of the key points of this policy:

- It is the policy of AllianceOne that all client customer data be classified as confidential and protected.
- All that contain client customer data must be secured using
- No confidential client data is stored on personal computers or removable media.
- All printed client documentation must be

- All electronic correspondence (e.g. email, file transfer) must be
  AllianceOne has adopted s a standard software encryption tool.
- All exceptions to the standard must be approved by the Director of IT or Data Security Officer.
- Audits are performed on a regular basis by

Protection against unauthorized access or disclosure – AllianceOne maintains various levels of access to its system based on an employee's job duties and needs for a given project.

AllianceOne has implemented a Clean Desk Policy which forces the use of screen savers on all systems and requires employees log off of the system when away from their desk. All forms of printed data are kept to a minimum.

Printed material is stored in a en collectors are away from their desk. When users are finished with the printed data, it must be placed in

The material in the shred bins are collected and shredded by a bonded document destruction company. The use of removable storage devices is prohibited. AllianceOne does not allow any type of dial-in to the network or server. Any remote access

Remote access is then provided via secure connection utilizing authentication. To monitor all server and network systems, AllianceOne utilizes he s is used to notify appropriate IT personnel in the event of a system event or intrusion and collect and retain all system logs in the event that a is necessary.

Internal audit controls and/or independent audit programs - AllianceOne has corporate Security Officers who audit internal controls and processes. AllianceOne employs a Data Security Analyst who actively monitors the s server and performs regular AllianceOne also receives an udit process through its KPMG independent financial auditor as part of the yearend audit process. Multiple external security audits are also performed, including and) and PCI (level 3 certification), to ensure all procedures meet the many stringent requirements of our clients.

Passwords - AllianceOne's access control systems, utilize user-IDs and passwords as well as mechanisms whenever possible. Unique user-IDs and passwords are required to protect users from unwarranted suspicion associated with computer crime and abuse. ser-IDs and passwords also help maintain the integrity of AllianceOne information by reducing unexplained errors and omissions. Additionally, the dissemination of confidential information can be tracked when user-IDs and passwords are employed.

At the time when an associate separates from AllianceOne, a request is made to the effected clients to change passwords that the employee had access. . An analysis is completed to understand the impact. Based on each individual situation, appropriate action is taken to mitigate any risks to AllianceOne and its clients. AllianceOne whenever possible. The Network Administrator reviews the logs and investigates any unauthorized

access attempts. AllianceOne has a strict and well defined password policy that includes [illegible] of security and [illegible] passwords [illegible]

Separate computing environments for test, quality assurance, and production systems - AllianceOne [illegible] utilizes [illegible] new programs. A sample of production data is used to verify integrity [illegible] before migrating into the live production environment. Proposed changes to the production database are [illegible] correspondence legal [illegible] testing assignment [illegible]

Protecting employees in the event of a disaster - In the event of a natural disaster that forced operations to cease in a certain geographic area, AllianceOne would offer assistance in the form of job replacement in another site and would ensure positions for employees once operations were resumed. AllianceOne would help employees unable to travel to a different site with additional job retraining and employment assistance to get through difficult times. Our agency receives an annual audited financial review which will be provided in its entirety to the Port Authority annually. AllianceOne welcomes on-site and other audits of records and facilities at any time throughout the contract term. All personnel and records will be made available for inspection and audit. AllianceOne maintains the following certifications to further review our procedures and ensure secure handling of all electronic and paper data received by our clients. The Port Authority can be assured their information is well protected.

Payment Card Industry (PCI) Certification

Teleperformance was awarded certification in the United States and Mexico for the Payment Card Industry standard, created by major credit card companies to safeguard customer information. Certification assures our clients a high level of security for transactions.

Data Storage Entities (DSE) Certification

Teleperformance was awarded certification in the United States for DSE compliance—guidelines created by MasterCard to safeguard customer information. PCI and DSE certification together assures our clients the peace of mind of one of the strongest security standards in the industry.

HIPAA Compliance

Teleperformance has received a recommendation of HIPAA compliance. The recommendation demonstrates our security practices satisfy the security requirements as it relates to the protection of health care information.

COPC Certification Process

Teleperformance locations are in the process of obtaining certification to the COPC-2000® Standard. Several accounts have recently been awarded COPC certification, while others are nearing award, passing stress tests and completing the structured support phase.

ISO 9001: 2000 Certification

Teleperformance's Quality Management System (QMS), our processes for Quality Assurance in production and servicing, was ISO certified in September 1999. We have recently achieved recertification for 3 more years.

Security IT Team

40+ Dedicated Security Professionals

- 9 – CISSP certified
- 8 – Certified Fraud Examiner
- 2 – CISA certified security auditor
- 3 – ISO lead auditor certified
- 1 – PMP certified project manager

Leading Security and Privacy Compliance

- PCI
- ISO 27001 ROC
- COBIT
- Safe Harbor
- Privacy Act
- CFE
- HIPAA ROC
- PIPEDA
- ISO 25999
- European Union
- DSE

AllianceOne has an intricate system of checks and balances that monitor access and control to systems and data. AllianceOne is PCI certified and meets the highest levels of data security in our industry. We maintain Compliance, Data Security, Information Technologies, Training, Management, Licensing departments to ensure all restrictions, controls and safeguards against unauthorized access by personnel or others to confidential data is avoided.

AllianceOne understands that all data assigned or obtained through working on the Port Authority contract is to be held in the strictest of confidence. AllianceOne has included its internal monitoring, compliance procedures herein which contribute to our privacy security. Written procedures are in place and our manuals will be provided upon request due to size and confidentiality. Reports are run [illegible] evaluate contract performance and ensure all contract parameters are followed correctly. Reporting of contract data and funds to the Port Authority is reviewed internally on a regular basis. AllianceOne follows all applicable sections of the FDCPA when working all types of business including government debt. Our Government Services division understands the need to provide confidential service and secure data protection.

☐ **File Transfer capability.**

AllianceOne has the ability to accept and transmit data in virtually any electronic or manual medium. AllianceOne will work with the Port Authority to accommodate an electronic and manual data exchange that meets the security and database systems of the Port Authority, as defined during contract finalization. AllianceOne has experience in communicating with hundreds of different government client systems nationwide and will provide a smooth communication process for the Port Authority. AllianceOne

currently has over [illegible] electronic interfaces with clients. Testing of the data transmission process will occur during the implementation phase to ensure that all processes function properly and meet requirements.

AllianceOne banks with [illegible] and [illegible] to many clients on a daily basis.

Attached as an exhibit are the standard layouts in use for many of our government clients.

Please see Exhibit E: Data Layout Samples

AllianceOne can also program to the Port Authority's specifications. We can program the placements, adjustments/direct payments, cancellations, remittance, updates and any special reports. Below are screen shots of the programs specifically designed for Florida SunPass and Florida SunTolls. SunPass requires a remit, bankruptcy and demographic change files. SunTolls requires an address update, banko, remit, deceased, balance and specialized report files. AllianceOne will be glad to accommodate transaction level data if needed or roll-up to the violator level.

tal Collected - as of 09/30/2013 et Total Placed – QTD % of $ Collected – QTD Total Accounts Collected - as of 09/30/2013 Net Total Accounts Placed - QTD Collected Account % - QTD Collection Summary - Prior 4 Quarters	
Total Collected - 04/01/2013 to 09/30/2013(A) Net Total Placed - 04/01/2013 to 06/30/2013(A) % of $ Collected - 04/01/2013 to 06/30/2013(A) Total Collected - 01/01/2013 to 09/30/2013(B) Net Total Placed - 01/01/2013 to 03/31/2013(B) % of $ Collected - 01/01/2013 to 03/31/2013(B)	
Total Collected - Prior 2 Qtrs [(A)+(B)] Net Total Placed - Prior 2 Qtrs [(A)+(B)]	
Total Collected - 10/01/2012 to 09/30/2013(C) Net Total Placed - 10/01/2012 to 12/31/2012(C) % of $ Collected - 10/01/2012 to 12/31/2012(C) Total Collected - 07/01/2012 to 9/30/2013(D) let Total Placed - 07/01/2012 to 09/30/2012(D) % of $ Collected - 07/01/2012 to 09/30/2012(D) Total Accounts Collected - Prior 4 Qtrs [(A)+(B)+(C)+(D)] Net Total Accounts Placed - Prior 4 Qtrs [(A)+(B)+(C)+(D)] Collected % - Prior 4 Qtrs [(A)+(B)+(C)+(D)]	
Minimum Performance Standard Analysis - Collection activity is matched with the corresponding placement period	
# Accts Paid in Full - 04/01/2013 to 09/30/2013(A) # Accts Paid >=50% - 04/01/2013 to 09/30/2013(A) # Accts Paid <50% - 04/01/2013 to 09/30/2013(A) Total Accts Paid - 04/01/2013 to 09/30/2013(A) Net Total Accts Placed - 04/01/2013 to 06/30/2013(A) # Accts Paid in Full - 01/01/2013 to 09/30/2013(B) # Accts Paid >=50% - 01/01/2013 to 09/30/2013(B) # Accts Paid <50% - 01/01/2013 to 09/30/2013(B) Total Accts Paid - 01/01/2013 to 09/30/2013(B) Net Total Accts Placed - 01/01/2013 to 03/31/2013(B)	

Total Accts Paid in Full - Prior 2 Qtrs [(A)+(B)]
Total Accts Paid >=50% - Prior 2 Qtrs [(A)+(B)]
Sum of Accts Paid in Full + >=50% - Prior 2 Qtrs [(A)+(B)]
Net Total Accounts Placed - Prior 2 Qtrs [(A)+(B)]

Reports will be delivered via an encrypted method and will also be password protected upon request. Additionally, AllianceOne's network is protected from the Internet by both the Cisco PIX firewall and the Cisco VPN Concentrator. All incoming traffic is blocked excluding HTTP, HTTPS, SSH, and those ports used for IPSEC VPN connections. That traffic which matches a VPN port is then forwarded to the Cisco VPN Concentrator for authentication, and is rejected if proper credentials are not presented. HTTP/HTTPS traffic is forwarded to the web server and is authenticated at the web server for access. SSH traffic is forwarded to the server assigned for accepting incoming data and is authenticated using public/private key and username/password. With the exception of necessary ports, all external Internet traffic is blocked by this firewall system.

Following are the standard methods of referral utilized by AllianceOne. Our Government Services division IT contacts will provide continuous support for all data communication needs. Establishing data communication with the Port Authority will be at the cost of AllianceOne.

Kara Collett, Application Systems Analyst
Toll free: 800-456-8838 ext. 2333
Direct telephone: 253-620-2333
Email: kara.collett@allianceoneinc.com

Mike Crawford, Network Administrator
Toll free: 800-456-8838 ext. 2334
Direct telephone: 253-620-2334
Email: mike.crawford@allianceoneinc.com

Additional means of electronic communication can be established.

Electronic Referrals

- Electronic Media Transmission
- Internet using File Transfer Protocol (FTP)
- Secure File Transfer Protocol (SFTP)
- SSH – Secure Shell
- VPN – Virtual Private Network
- Internet via SSL HTTP connection
- Internet e-mail by attaching a file
- Mailing a disk or tape
- PGP or other 128 bit encryption for all methods above

AllianceOne can accept data in virtually any format; following is a list of frequently utilized methods:

- Fixed length ASCII text file
- Comma/quote/tab delimited file

- XML
- Excel
- Access

Additionally, we also work with the following client systems in addition to many others and will be able to communicate and work with the Port Authority's system:

CCMS	Full Court
CJIS &TIS	JIS
CRIS	MCIS
DISCIS	ODYSSEY
eTIMS	VTADS

Placement File Data used to send accounts for collections

Required Fields:

Consumer name
Address
City
State
Zip
Phone
Date of birth
Driver's license number
Your account/reference number
Last charge date/Date of violation (mandatory for credit reporting)
Last payment date
Assigned amount
Violation description

Requested Fields (non-mandatory)
Employer
Employer phone
Balance due date
Law enforcement agency
Case type
Driver's license state
Driver's license expiration
Additional phone fields
Vehicle license number
Vehicle license state
Vehicle license year
Vehicle make
Vehicle model
Vehicle color
Additional responsible party name
Additional responsible party address
Additional responsible party city
Additional responsible party state
Additional responsible party zip

For restitution cases ONLY

4) Staffing Management

a. Describe the Proposer's plan to ensure that an employee who performed a similar role at the Facility under a previous Port Authority Contract suffers no diminution in wage rate under the new Contract.

AllianceOne does intend to offer employment to existing vendor employees working at the Port Authority if awarded a contract. We will meet their current wage and benefits package to begin and offer incentives and potential raises based on performance. We always try to hire the incumbents staff for on-site paystation positions.

b. The Proposer shall submit a Wage, Health and Supplemental Benefits Plan for the Contract. In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, which will monitor on a

monthly basis the Contractor's own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits.

AllianceOne will assign wages upon contract award and share the information with the Port Authority if desired. Our health and benefit plans are reviewed and administered by our Human Resources department. These are available to all full-time employees. Our benefit information has been provided as an attachment.

The on-site employee will be monitored and all wage, health and benefits will be monitored monthly to ensure compliance.

We also offer the standard COLA increase based on price index.

AllianceOne will develop a self-assessment plan in coordination with the Port Authority for this contract. AllianceOne can provide a contract team payroll report on a monthly basis for review of the Port Authority. Our management team reviews incentives and commissions monthly prior to payout to ensure figures are correct.

Please see Exhibit D: Benefits Information

c. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required wages, health and other supplemental benefits requirements before the end of the affected period.

AllianceOne will provide the Port Authority with an annual wage, health and benefit list for the affected staff by March 31 each year. As noted our Human Resources team administers and monitors our benefit and healthcare programs and will ensure that all benefits are properly provided.

d. Describe the Proposer's employee retention plan for this Contract.

As previously noted, AllianceOne incorporates retention strategies into every day.

We will offer a stay plan bonus for the on-site personnel for this contract.

Stay bonus

If a site is experiencing high turnover a stay bonus can be offered. Other sites have offered the following:

- If the collector referenced above remains employed with AllianceOne for six months, they are eligible for a $500.00 stay bonus;
- If the collector referenced above remains employed with AllianceOne for twelve months, they are eligible for an additional $500.00 stay bonus.

We want to retain quality employees and work to train and if necessary re-train employees to be successful at their jobs. The TOPS process is what we use to retain our staff. The 80% coaching and mentoring done by supervisors and managers gives our employees the support they need every day to be reach and exceed their goals. Please see pages 100 through 103 for details regarding the TOPS program.

e. Describe the Proposer's plan to compensate its employees in terms of wages and benefits and how it intends to adjust wages and benefits during the Contract period.

Please see pages 40 through 47 for a description of our compensation plan.

f. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days, welfare, retirement, and other supplemental benefits is implemented and administered by the Contractor.

Please see our exhibit regarding benefits which includes our holiday schedule and other benefit information.

Please see Exhibit D: Benefits Information

g. Describe the Proposer's training, health benefits and workplace safety programs for this Contract.

AllianceOne has supplied our training program on pages 93 through 103. Benefits have been detailed in our exhibit section. Workplace safety is addressed within our training sessions.

Please see Exhibit D: Benefits Information

5) Contractor Identity Check/Background Screening Plan

The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all year's of the Contract and shall include, but not be limited to, the following:

The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 4 years of employment history or verification of what an employee documented they have done in the last years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

AllianceOne will provide the Port Authority with a list of contract assigned individuals upon contract award. All employees will receive the Port Authority approved background check/screening. We administer a background check upon initial employment and can provide those results as well if desired. All costs associated with the background checks will be borne by AllianceOne.

If the need arises to replace any contract assigned employee the replacement will be submitted for approval by the Port Authority prior to live work or access to contract data.

AllianceOne secures portfolios by a multi-layer permission granted access that is tied to the employee's personal log-in information. Additional levels of password protection are also supplied. This ensures only contract assigned individuals have access to any Port Authority data.

BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

G. Acknowledgment of Addenda

G. Acknowledgment of Addenda

If any Addenda are sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at http://www.panynj.gov/businessopportunities/bid-proposal-advertisements.html and download any addenda that might have been issued in connection with this solicitation.

AllianceOne acknowledges receipt of six addenda. The forms have been included within our response.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/7/2014

ADDENDUM #1

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

Due back on 7/29/2014, no later than 2:00 P.M.

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- For Proposers interested in conferencing into the Pre-Proposal Meeting on July 11, 2014 at 10:00 A.M., please call 877-214-5010; when connected, dial Participant Code 193592. Proposers interested in attending or conferencing into the Pre-Proposal meeting should RSVP to Chester Anderson at canderson@panynj.gov no later than 12 noon (EST) of the business day preceding the scheduled date to confirm their attendance and or receive travel directions.

- On the RFP Cover Page, in the Title, delete "(E-Z PASS™)" and replace with "(E-ZPass®)".

II. PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

PS11All

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #1	To what extent are these accounts owed by private consumers versus commercial businesses?
Answer # 1	[illegible] of accounts owed are private accounts.
Question #2	Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should proposers provide proposed fees for secondary placements also?
Answer # 2	The accounts will be primary placements. Proposers should not provide proposed fees for secondary placements.
Question #3	What collection attempts are performed or will be performed internally prior to placement?
Answer #3	Please see Attachment E, "Scope of Work," Section 1. "E-ZPass® and All Electronic Tolling (AET) Overview," second paragraph (Page 91), of the RFP.
Question #4	What is the total dollar value of accounts available for placement now by category, including any backlog?
Answer #4	The total dollar value of accounts available for placement now by category, including any backlog is as follows: Violations — Dollar Value of Accounts Commercial — $17,352,871.73 Private — $127,975,732.72 Revoked — Dollar Value of Accounts Commercial — $192,018.69 Private — $1,349,738.78 Aviation — Dollar Value of Accounts Overall — $443,970.04
Question #5	What is the total number of accounts available for placement now by category, including any backlog?
Answer #5	The total number of accounts available for placement now by category, including any backlog is as follows: Violations — Total Accounts Commercial — 37490 Private — 697879 Revoked — Total Accounts Commercial — 964 Private — 19655 Aviation — Total Accounts Overall — 4529

PS11All

Question #6	What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?
Answer #6	Below is the latest data available for placements. The Port Authority makes no claims for future values expected to be placed.

Placement Date	Adjusted Violation Placement Total Amount	Adjusted Neg. Bal Placement Total Amount	Total Adjusted Placement Amount
Apr-14	$ 3,635,073.92	$ 28,165.16	$ 3,663,239.08
May-14	$ 3,438,216.35	$ 29,288.48	$ 3,467,504.83

Question #7	What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?
Answer #7	This information is not available.
Question #8	If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?
Answer #8	Yes.
Question #9	Please confirm the due date for this procurement is 7/29/2014?
Answer #9	Yes, the due date for this bid is 7/29/2014.
Question #10	When is the anticipated contract start date?
Answer #10	Please see Section 1." Information For Proposers On This Request For Proposals," Paragraph B., "Brief Summary of Scope of Work" (Page 9) of the RFP.
Question #11	Please provide greater details on how proposals will be evaluated and how the selected vendor(s) will be chosen?
Answer #11	Please see Section 6., "Evaluation Criteria and Ranking" (Page 16) of the RFP.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Rince Lumsbay RL

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 or at mdemic@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/10/2014

ADDENDUM #2

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

Due back on 7/29/2014, no later than 2:00 P.M.

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- In Attachment BII, "Standard Contract Terms and Conditions", delete Section 17. "Records and Reports" in its entirety and replace it with the attached "17. Records and Reports".

II. PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

PS11All

Question #12	Is the Pre-proposal meeting on July 11, 2014 at 10:00 a.m. Eastern Standard Time?
Answer # 12	Yes.
Question #13	We are currently undergoing the certification for SSAE 16 SOC 2 and should be complete by the fourth quarter of this year. Will this prohibit us from being eligible to bid?
Answer # 13	While you may bid without the SSAE 16 SOC 2 certification, your bid will be rejected as non-responsive unless your SSAE 16 SOC 2 certification (previously known as SAS 70 Level 2) is completed by the Contract start date. It should be noted in your proposal that you are undergoing this certification and scheduled completion is before the Contract start date.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Renee Lenaburg RL

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 or at mdemic@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/17/2014

ADDENDUM #3

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

☑ **Due back on 8/4/2014, no later than 2:00 P.M.**

Originally Due back on 7/29/2014, no later than 2:00 P.M.

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- The due date of this RFP has been extended until 8/4/2014, no later than 2:00 P.M.
- In Attachment BI, "Contract Terms and Conditions for Facility Services", Section 12., "Wages, Health and Supplemental Benefits", on Page 42, third line from top of page, delete "TBD" and replace it with $23.28". In the fourth line from top of page, delete "TBD" and replace it with "$23.44".

II. PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

PS11All

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #14	Can we get a copy of the current pricing for these services?
Answer # 14	See the attached Pricing Sheet. Please be advised that the pricing information attached herewith is for informational purposes only. Contract terms, conditions, specifications, and scope of work may have been changed and/or altered in the current bid request. The Port Authority makes no representation or guarantee as to and shall not be responsible for its accuracy, completeness or pertinence, and in addition, shall not be responsible for the conclusions to be drawn therefrom.
Question #15	Is an attendee list from this morning's pre-proposal meeting available for distribution?
Answer # 15	See the attached sign-in sheet and list of conference call attendees. The phone numbers and email addresses have been redacted from the sign-in sheet.
Question #16	Will the PANYNJ accept flash drives in place of CDs for the nine (9) soft copies requested?
Answer # 16	No.
Question #17	Does the awarded company need to be located in New York or New Jersey?
Answer # 17	No.
Question #18	Where is the office of the incumbent located?
Answer # 18	The incumbent is located in New York City, New York.
Question #19	In Section 3. Proposer Prerequisites (Page 13) it states, "All proposers must include documentation that they meet the above prerequisites". Does the Port Authority have any particular preferences as to what types of documentation the agency should provide?
Answer # 19	The Port Authority does not have a preferred method.
Question #20	In addition to submitting the Background Qualification Questionnaire (BQQ) to Office of the Inspector General, should agencies provide a copy of this BQQ with the proposal submission?
Answer # 20	No.
Question #21	"Submission of Proposals" on Page 10 states that copies can be double-sided. Can the original submission be double-sided as well? Does this include attachments such as financial statements and references/client lists?
Answer # 21	Yes.
Question #22	Since you do not want binding or plastic covers for ease of recycling, what is the preferred method for presenting actual proposal?
Answer # 22	The Port Authority does not have a preferred method.
Question #23	How many agencies are currently handling collection services for the four categories you listed?
Answer # 23	The Port Authority currently contracts with one collection agency.
Question #24	Could the Port Authority please provide the sections of the RFP where the on-site employee is discussed, as well as provide the job description/job expectations for this employee?
Answer # 24	Please see "Attachment E Scope of Work", Section 4.2, "Staffing", Item b. starting on Page 95.
Question #25	Are each of our representatives required to be Senior Collections Representatives?

PS11All

Answer # 25	No, only the employee located in the Port Authority offices is required to be a Sr. Collections Representative.
Question #26	Does the Price Adjustment to the Average Direct Hourly Wages on Page 33 of Attachment BI, "Contract Terms and Conditions for Facility Services" apply to the employee working in the Port Authority office or does this apply to our contingency fee for dollars collected?
Answer # 26	The Price Adjustment to the Average Direct Hourly Wages applies only to the wages for the Sr. Collections Representative working in the Port Authority offices.
Question #27	Are we required to pay $23.12/hour to our agents that are not based in New Jersey or New York but are based in areas where the minimum hourly wages differ?
Answer # 27	No.
Question #28	Does the $23.12/hour wage include benefits?
Answer # 28	No.
Question #29	Will all staff assigned to the contract be subject to the minimum wage and benefits or only the on-site client liaison?
Answer # 29	Only the on-site liaison is subject to subject to the minimum wage and benefits.
Question #30	In Attachment G – the Port Authority Audit Checklists states the bidder must have ISO27001 Certification, which is an information security management certification. Would similar information security certifications be sufficient to replace this requirement, (such as FISMA)?
Answer # 30	Yes, comparable certification to ISO27001 is acceptable. Proposers should include documentation with their Proposals indicating the type of certification they have.
Question #31	Which state's law is controlling the interpretation of the contract and other matters such as insurance claims and confidentiality of trade secrets and other confidential and proprietary information submitted as part of the proposal package?
Answer # 31	Please refer to the "Standard Contract Terms and Conditions", 8. "Submission To Jurisdiction" on Page 50.
Question #32	Please confirm that the MWBE Participation Plan (Attachment C) submitted as part of the "Work Plan" described in Section F (2), page 22, will also comply as the M/WBE Plan referenced in Section I, Page 25.
Answer # 32	Yes.
Question #33	Regarding Paragraph O, "Contractor Staff Background Screening", on Page 13, is a background screening required for all staff in the firm, for all staff assigned to the contract or for only the on-site client liaison? If our firm already has a third party who performs background checks on all our employees, is there a process to get our provider approved by the Port Authority?
Answer # 33	The Contractor will be required to have its staff and any subcontractor's staff working under this Contract authorize the Authority or its designee to perform background checks.
Question #34	Are litigation services required/desired? If so, can a separate fee be proposed for such services?
Answer # 34	No, litigation services are not required.
Question #35	Please provide a definition for subcontractor. What types of services and vendors does the Port Authority consider to be subcontractors?
Answer # 35	Please refer to the Attachment BII, "Standard Contract Terms and Conditions", Part

	I "General Definitions", Page 47, "Subcontractor".
Question #36	Is the Wage, Health, and Supplemental Benefits Plan mentioned in Section 4, Item b. on Page 24 different from the Calculation of Hourly Rate form, Attachment BIII (B) on page 78?
Answer # 36	Yes.
Question# 37	Please describe how the City Payroll Tax would apply to a Contractor not located in the states of New York and New Jersey?
Answer #37	Proposers should consult their tax advisors.
Question# 38	When should the PA3749B form (Attachment C) be submitted?
Answer # 38	Proposers shall include the PA3749B /WBE Participation Plan, (Attachment C) with their Proposals. Please refer to Section 7. "M/WBE Subcontracting Provisions" On Page 17.
Question# 39	Regarding "Rights and Remedies of the Port Authority" on Page 49, in the event of a breach of contract by the Contractor, what length of time is the Contractor is given to cure the breach? What length of time is the Contractor financially liable to the Port Authority or outside vendor? Is the Contractor required to pay for the cure for the remainder of the contract?
Answer #39	Please refer to the Standard Contract Terms and Conditions, Section 14., "Default, Revocation or Suspension of Contract", starting on Page 51.
Question# 40	Regarding Standard Contract Terms and Conditions, Section 14., "Default, Revocation or Suspension of Contract", starting on Page 51, under what conditions does the Contractor have the right to terminate the contract?
Answer #40	Please refer to the "Standard Contract Terms and Conditions", Section 7., "Rights and Remedies of the Contractor" on Page 50.
Question# 41	In Attachment BIII (B) Calculation Of Average Hourly Rate Form, you state, "A separate form is required for each employee category". Please define an employee category.
Answer #41	An employee category refers to categories of employees by title, and in this Contract only applies to the Sr. Collections Representative.
Question# 42	For Attachment BIII (B), Calculation of Average Hourly Rate Form, are we correct in assuming that you are trying to calculate our profit per agent as stated in the second-to-last line item: average general administrative costs, overhead and profit?
Answer #42	Average General Administrative Costs, Overhead and Profit are components contributing to the Average Hourly Rate for the Sr. Collections Representative.
Question# 43	For Part 5, "Financial Information", Section B., should Proposers include in this listing a listing of all contracts and outstanding bids for recovery collection activities in any market or only those similar in size and scope to this RFP. Would this then be the same list required in Section 9, "Proposal Submission Requirements, and F number 3?
Answer #43	Proposers should provide a listing all contracts the Proposer has on hand. Yes, it is the same list that is required in Part 9., "Proposal Submission Requirements", Section F3 on Page 22.
Question# 44	Will bidders be evaluated with a lower score if collection services cannot be offered for Canadian debtors?
Answer #44	Bidders that fail to meet the requirements of Attachment E, "Scope of Work", 3. "Proposal Requirements" will be evaluated accordingly.
Question# 45	Will Contractors be required to handle the conversion of Canadian collections to

	US dollars prior to remittance?
Answer #45	Yes.
Question# 46	Ninety-nine percent of our client contracts contain a Confidentiality clause that prohibits us from sharing specific information about our relationship – some of which you are asking for in the RFP on Page 22, "Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP". Please advise how you want us to answer this question.
Answer #46	All information that you are able to provide under the conditions of your current contract should be provided. All other information should have a note as to why it cannot be disclosed.
Question# 47	How often are accounts submitted to current collection agency (ies)? How often will new accounts be submitted to the winning Contractor?
Answer #47	Refer to Attachment E, "Scope of Work", Section 4.3 "NYCSC Interface" on Page 96 for timing of file transfers.
Question# 48	In Section F. "Proposal", 3. "Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements of this RFP", Item b., would the Port Authority accept detailed biographies in lieu of full resumes?
Answer #48	Yes.
Question# 49	Please provide a breakdown or progression of fees that are added to each unpaid toll through placement with the collection provider.
Answer # 49	At the first or second notice, level there is a $50 administrative fee applied to the violation transaction.
Question# 50	For Part 3., "Proposer's Prerequisites", are you requiring five years of collections experience providing these services to other industries or are you requiring five years of Tollway collection experience specifically?
Answer #50	The five years of experience is in the management and operation of a collections service business actually engaged in providing these services to commercial and industrial accounts under contract and is not restricted to Tollway Collection experience.
Question# 51	Are your current collection agency (ies) allowed to credit bureau report accounts? Will new winning Contractor be allowed to report accounts to the credit reporting agencies?
Answer #51	No, our current collection agency does not credit bureau report accounts. The Port Authority does not anticipate allowing a Contractor to report accounts to the credit reporting agencies.
Question# 52	Are you stating that Colum A of the Price Proposal Form is an estimate for the next three years (2015, 2016, and 2017)? This is substantially different from the total dollar value of accounts available for placement now including backlog – as stated in your Addendum #1, 7/7/14, page 2 of 3.
Answer #52	Yes, it is a three-year estimate.
Question# 53	It is our understanding that Xerox will be acting as a servicer for these placement files. Is this an accurate assumption?
Answer #53	Yes.
Question# 54	For Attachment J1, Interface Control Document, it is our understanding that if our system doesn't balance to what the Port Authority believes our agency should

	reflect, then the Port Authority will reject the transaction. If this is true, please provide more information as to how the Port Authority would like this situation to be rectified. If this is a misunderstanding, please correct us as to what the Port Authority means.
Answer #54	The file transfer takes place with our NYCSC Vendor – Xerox State and Local Solutions (Xerox). Any rejections should be reconciled with Xerox and corrected.
Question# 55	In the Interface Control Document (Attachment J1), what fields on the File Detail Record could change from the original placement? For example, the Port Authority has the TXDATE (Violation Occurrence Date) on the update. Is it possible that could change from the placement value?
Answer #55	Account details do not change. Only dollar amounts may be adjusted.
Question# 56	In the Interface Control Document (Attachment J1), the first set of record layouts looks like the Port Authority relies on the agency to carry a negative balance and as the debtor pays off the account, the balance moves toward the positive, stopping collections once the balance hits zero. Though our collection system is advanced, our system doesn't allow us to use negative balances. Would the Port Authority consider modifying this requirement if the agency proves to be an otherwise qualified and preferred agency? Or would this be considered a deal breaker?
Answer #56	If the Proposer cannot meet this requirement it should be noted in their Proposal and will be evaluated accordingly.
Question# 57	If the Port Authority wouldn't modify the placement balances from negative, would it allow the agencies to accept as a negative amount, but place the business on our system as a positive amount?
Answer # 57	Yes.
Question# 58	Liquidated Damages clause (C) requires that files be acknowledged to the NYCSC within 2 hours of receipt from the NYCSC. Please provide the schedule of when such files are submitted. Are they submitted during business hours only?
Answer # 58	Files are sent seven days a week. The Contractor must be prepared to accept files at all hours.
Question# 59	Please define what 'Neg Bal to Collections' column stands for and its significance to the Total column?
Answer # 59	"Neg Balance to Collections" is the amount of dollars that have been referred to the Collections Agency from Accounts that are in a Revoked status.
Question# 60	What are the settlement offer parameters for balances under $5000?
Answer #60	The Contractor is to supply these parameters for the Port Authority's approval.
Question# 61	How often are Direct Pay files sent to the Contractor – daily, weekly or monthly?
Answer # 61	These are referred to as Update Files and are sent on a daily basis. Please refer to "Attachment E Scope of Work", Page 96, part b. of Section 4.3, "NYCSC Interface"
Question# 62	For Attachment F – Collection Volumes): Do these calculations include all four categories – as well as commercial and private?
Answer # 62	This includes Categories I – Unpaid Toll Violations and related Administrative Fees and II – Revoked Accounts
Question# 63	Will you consider a separate fee for the backlog of already worked referrals (second placement accounts)?
Answer # 63	No.

PS11All

Question # 64	What is the estimated volume of accounts that would be sent to the winning Contractor under this provision?
Answer #64	Refer to Addendum # 1 Question # 5.
Question # 65	What is the estimated average age of the accounts that would be sent to the winning Contractor under this provision?
Answer #65	An unpaid toll violation age is approximately 60 - 90 days before being escalated to the Contractor.
Question # 66	May trade secrets and other confidential and proprietary information requested be provided via secure web access?
Answer #66	No.
Question # 67	For Section F, Proposal, Part 3, due to confidentiality agreements with many of our clients, would the Port Authority allow the submission of a representative list rather than a complete list?
Answer # 67	If you decide to submit a list of other than all your clients, you must state what criteria were used when whittling down the list.
Question # 68	If a bidder will use a sister company under the same corporate parent to provide collection services for Canadian debtors would this be submitted as a joint venture?
Answer #68	The corporate structure within which a bidder bids is at its own discretion.
Question # 69	In reference to Holidays Observed, does this requirement just apply to the on-site employee or does it pertain to any persons employed by the agency servicing the contract?
Answer #69	The Holidays Observed clause in the Port Authority Standard Terms and Conditions addresses holidays that will be observed at the Site

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Renee Lenahan RL

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 or at mdemic@panynj.gov.

PS11A11

PRICING SHEET

Description	Estimated 1 - Year Collections	Cost Per Unit	Total Estimated Contract Price- One (1) Year
Violations, Revoked Accounts, Low Volume Transactions, Airport Parking	$8.8M	13.90%	$1,223,200.00
	1 Year Salary	Cost Per Unit	Total Price Salary One (1) Year
On-Site Employee	2,080 hrs x Hourly Rate	$22.96	47,756.80

The Estimated collection numbers are not guaranteed by the Port Authority.

The percentage cost per unit provided above shall remain firm for the duration of the one (1) year Contract.

THE PORT AUTHORITY OF NY&NJ
Pre-Proposal Meeting

Title: General Collection Services for the Electronic Toll Collection Program (E-ZPASS)	RFP NO. 38391
DATE: 7/11/14	TIME: 10 A.M.

LOCATION: 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302

ATTENDEES

NAME	COMPANY NAME
Eric Hunn	Law Enforcement System
Richard K Calicie	Penn Credit
Josh Prior	LJ Ross Associates
Randall Rowe	LJ Ross Associates
Hashim Crawley	XEROX
Jennifer Gordon	GC Services
Mike Pellegrino	CPA/ETAN
William Jackson	First Credit Svcs
Deidra Viney	Express Employment
James Harris	Linebarger Goggan
Cristina Gonzalez	Linebarger Goggan
Julie Huntley	Cor-Allied Industries

NAME	COMPANY NAME	
Marcia Deyo	IQOR / ALLIED TRUST	TE
SUPTON KNAPP	PA	3
Chester Anderson	PA	2.
SELENE ORTEGA	PA	2
Margaret D'Emic	Margaret D'Emic Bergen	

Pre-Proposal Meeting, RFP # 38391 - 7/11/14 at 10 A.M. Conference Call Attendees
Gary Greenhalgh, Navient
Mark Lombardo, Alliance One
David Schieszer, CMI Group
Kim Brinkley, CMI Group
Rob Matter, Conserve
James Stockton
Kathy Lafond, Windham Professionals, Inc.
Stephanie Libby, Windham Professionals, Inc.
Mike Staed, NCO Financial Systems
Emily Alvarez, Credit Protection Association
Karen Van Gundy, NCO Financial Systems
Ret Donagher, Penn Credit
Billy Rogers, Municipal Services
Mike Buffalini, IC Systems

17. Records and Reports

Contract Review And Compliance Audits

The Contractor, and any subcontractors, shall provide prompt system access and reasonable assistance to the Authority's External and Internal Audit staff or its consultants in their performance of work under the Contract, including producing specific requested information, extraction of data and reports. The Contractor, and any subcontractors, shall promptly support requests related to audits of the Contract, administrative functions and operations covered by this Contract. The Authority will require access to the Contractor's environment which supports the systems used to provide Services required under the Contract on a periodic basis; the hours to be determined, at the convenience of the Authority.

The Authority reserves the right to use and load security and system software to evaluate the level of security and vulnerabilities in all systems which control, collect, dispense, contain, manage, administer, or monitor operations related to this Contract.

Authority Access To Records

The Authority shall have access during normal business hours to all records and documents of the Contractor relating to any service provided under this Contract, amounts for which it has been compensated, or claims the Contractor should be compensated, by the Authority above those included in the compensation set forth elsewhere herein. All Contractor records shall be kept in the Port District (as defined in McKinney's Unconsolidated Laws §6403). The expenditures incurred for an audit of records outside the Port District shall be paid by the Contractor. The Contractor shall obtain for the Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of three (3) years after Final Payment to the Contractor, provided, however, that if within the aforesaid one year period the Authority has notified the Contractor in writing of a pending claim by the Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six (6) years from the date of Final Payment with respect to the records and documents involved.

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors from the Authority or the Authority's external auditors that may, from time to time, be designated to audit detail records which support Contractor charges to the Authority. The Authority shall have access to the detail records that support Contractor charges to the Authority for up to three (3) years following the termination of the Contract.

No provision in this Contract giving the Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents that the Authority would have in the absence of such provision."

SSAE 16 SOC 2 Compliant

Contractor agrees to produce an "Independent Service Auditor's Report on a Description of Service Organization's System and the Suitability of Design of Controls" in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No 16 (SSAE 16). The scope of the SSAE 16 audit report will include Services such as those provided within this contract and are reasonably expected within the industry, and as mutually agreed to by the two parties. The Contractor further agrees to maintain,

SSAE 16 SOC 2 Type II, or similar certification for the duration of Agreement. The copy of the report and subsequent updates shall be submitted to the Authority throughout the term of this Contract within 4 months following each report's audit period close date, confirming compliance. Contractor agrees to remain "SSAE 16 Compliant" throughout the term of its contract with the Authority at no additional cost. This should also include all datacenters where the Authority's data may be stored or transmitted. The Contractor agrees to include the Authority in the sample tested by the independent auditor.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/22/2014

ADDENDUM #4

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

Due back on 8/4/2014, no later than 2:00 P.M.

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- **In "Attachment E Scope of Work", Section 6.10 "Inspection and Record Keeping" (Page 107), Paragraph n., in the first sentence, after the word "hard", insert the words "or electronic".**

II. PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

PS11All

Question #70	On the Audit Department Controls Requirement Contract Checklist (Attachment G), are all of the items listed requirements of this contract, or are they general items that the Audit Department checks for?
Answer # 70	All of the items listed in Attachment G are requirements of this Contract.
Question #71	On the Audit Department Controls Requirement Contract Checklist, is SSAE 16 SOC 2 a requirement of this contract? Would the Authority accept SSAE 16 SOC 1?
Answer # 71	The Contract requirement is for SSAE 16 SOC 2.
Question #72	Section 9. "Proposal Submission Requirements, Part 3, Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Requirements" (Page 22) asks for all Collections Contracts performed in the last five years. Our firm has had numerous collections contracts with clients in the last five years. Would the Authority accept a representative sampling of these clients?
Answer # 72	The Contract requirement is for all Collections Contracts performed or currently being performed within the last five years.
Question # 73	When the requirement states on Page 62 in Attachment BII, "Standard Contract Terms and Conditions", "31. Contract Records and Documents – Passwords and Codes", that "the Contractor shall make available to the designated Authority representative all such passwords and codes," is that for only Authority-specific systems? Would the Authority require access to passwords and codes for our company's general, infrastructure systems?
Answer # 73	This would apply only to passwords and codes directly related to collections services for this Contract, if required.
Question # 74	On Page 99, Section 4.8, when the RFP requires "a secure lockbox specifically for this Contract," does the Authority require a completely new mail payment processing operation or simply a new Post Office Box for this contract?
Answer # 74	The Contract requirement is for a secure lockbox specifically for this Contract.
Question #75	Can separate post office box payments for PANYNJ be processed through an existing physical operation?
Answer #75	No.
Question #76	On Page 107, Part 6.10, "Inspection and Record Keeping" the RFP requires the contractor to keep a history (hard copy) of all notices, calls, etc. For notices, would the Authority accept soft copy (electronic image) of those notices.
Answer #76	Yes, please see "I. Changes/Modifications" above.
Question #77	Under 4. "Staffing Management" Items a, b, and c, (page 24) please indicate if these requests are for the one onsite (at PANYNJ) employee, collection/administrative staff located at the contractor's location, or both.
Answer #77	These requests are for the Sr. Collections Representative stationed at the Port Authority offices.
Question # 78	Under 4. "Staffing Management" (page 24), Items b and c, can the Port Authority (1)

	provide further clarification regarding a "self-assessment plan...with respect to its obligation to pay specified wages, health and other supplemental benefits"; or (2)provide a template of such an assessment?
Answer # 78	The self-assessment plan requires the Contractor to monitor on a monthly basis its own performance with respect to its obligation to pay the specified wages, health and other supplemental benefits as identified in the Calculation of Average Hourly Wages form in Attachment BIII (B). The self-assessment plan is subject to audit by the Port Authority. The Port Authority does not have a template for the self-assessment plan.
Question #79	For Section O., "Contractor Staff Background Screening", on Page 13, are there specifications or guidelines that the Port Authority can provide regarding the specific areas a background screening should cover? Also, our agency does not currently use SWAC as a provider for background screenings. What do bidders need to do to see if the vendor they currently used could qualify as an approved vendor or if our current background checks will meet this requirement already?
Answer #79	As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. For information about S.W.A.C. refer to their website, http://secureworker.com or S.W. A.C. may be contacted directly at (877) 522-7922.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Renee Lumberg

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 OR AT mdemic@panynj.gov.

PS11AII

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

BLANK PAGE INSERTED 7/25/2014 MIVICUTA

ADDENDUM #5

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

Due back on 8/4/2014, no later than 2:00 P.M.

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

- **In "Attachment E Scope of Work", Section 4.2 "Staffing" (Page 95), Item b., after the first paragraph, add the following new paragraph:**

  "Responsibilities of the Collections Representative assigned to the Port Authority include:

  - **Validating disputes via mail and phone;**
  - **Updating debtor's information as per client's request and vice versa;**
  - **Returning calls to debtors;**
  - **Assisting with application of payments;**
  - **Liaison between Contractor and the NYCSC."**

II. PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its

Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #80	Please confirm if collections in Canada is an absolute requirement or a factor in the evaluation process.
Answer # 80	See Addendum #3, Answer #44.
Question #81	Please provide annual number of placements for each of the four categories of debt collection services.
Answer # 81	See Addendum #1, Answer #5, in which the information presented is on an annual basis.
Question #82	Please provide commission rates for each of the four categories of debt collection services.
Answer # 82	See Addendum #3, Answer #14 and the Pricing Sheet attached to Addendum #3, which shows the cost per unit (commission rates) for each of the four categories of debt collection services: (1) Violations, (2) Revoked Accounts, (3) Low Volume Transactions, and (4) Airport Parking.
Question # 83	How many of the violations are resolved without penalty due to expired credit card or other administrative activities where fee is not earned by collection agency?
Answer # 83	This information is not available.
Question # 84	What information concerning the delinquent consumer is provided? For instance, are the following provided: registered owner name; registered owner address; or registered owner telephone number? Also, will this information be provided for out-of-state owners?
Answer # 84	Demographics on file for Revoked Accounts and Demographics for Violation Accounts are from the state DMV's. The information provided includes the name and address on the vehicle registration. This information will be the same for all states.
Question # 85	Please provide the percentage of out-of-state owners placed for each of the four categories of debt collection services.
Answer # 85	This information is not available.
Question #86	There is no provision for allowing confidentiality of our responses. As certain information is inherently confidential, such as financial statements, may we provide a redacted version of our response at the time of submission?

PS11All

Answer #86	No. Please refer to Section 10. "Conditions For The Submission Of A Proposal", Item C., "Disclosure of Proposal Contents / Use of Ideas and Materials" (Page 26 of RFP).
Question #87	Page 22, number 3 requires vendors to submit detailed information on all collection contracts we performed on during the past five years. Our list is quite extensive, and many of the contracts are protected by confidentiality clauses. Will the Port Authority allow us to submit references on three to five programs most similar to the proposed program?
Answer # 87	See Addendum #3, Answer #46 and Addendum #4, Answer #72.
Question # 88	Page 93-94 in the RFP has proposal requirements listed. Are these items we need to include in our response?
Answer # 88	Yes.
Question # 89	Please provide current wages by position.
Answer # 89	The current hourly rate for the Sr. Collections Representative assigned to the Port Authority is $22.96
Question #90	Is it the Port Authority's intent to award this contract to one vendor or more than one vendor?
Answer #90	The Port Authority anticipates awarding this contract to one vendor, but under Section 10. "Conditions for the Submission of the Proposal", Item L. "Multiple Contract Award" (Page 27 of RFP), the Port Authority reserves the right to award multiple Contracts for these services.
Question #91	Can we make arrangements to meet the current on-site staff and interview him/her to learn more about the job responsibilities?
Answer #91	No, that is not possible.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Renee Lenahan

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 OR AT mdemic@panynj.gov.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/28/2014

ADDENDUM #6

To prospective Proposer(s) on RFP # 38391 for General Collection Services for the Electronic Toll Collection Program "(E-ZPass®)

Due back on 8/4/2014, no later than 2:00 P.M.

PROPOSERS' QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Proposers does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #92	Section 7, M/WBE Subcontracting Provisions, Page 18, Bullet 1, "Identification of M/WBE's" states "Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe the process for selecting participant firms in order to achieve the good faith goals under the Contract." Based on the sentence above, is it acceptable and would Proposer be in compliance with RFP response to submit a M/WBE Participation Plan (Attachment C) that outlines the process for selecting participants in order to achieve the good faith goals without providing Names or Services to be provided by M/WBE firms at this time? If the above is deemed as an acceptable M/WBE Participation Plan response, should

PS11All

	Proposer only answer Bullet 1 and Bullet 4 to provide an acceptable response?
Answer # 92	The Proposer's response may be deemed non-responsive. The Proposer should address all bullet points on page 18 of Section 7, M/WBE SUBCONTRACTING PROVISIONS.
Question #93	On the M/WBE Participation Plan Form – Attachment C (Page 85), is "To be Determined (TBD)" an acceptable response to the following fields on the Plan form since the true contract value is unknown at this time – Contract Amount, Approximate $ amount of M/WBE Subcontract.
Answer # 93	The proposer can indicate areas it expects to subcontract out to MWBEs with estimated values and/or percent of Contract.
Question #94	The Contractor currently, and will continue to exceed the required M/WBE participation and believes all subcontractors are eligible to be listed in the Authorities directory. The Contractor will submit an M/WBE Uniform Certificate Application to the Port Authority's Office of Business Diversity and Civil Rights, and plans to include these subcontracts on the participation plan. Do the subcontracts need to be through the process of applying (and be accepted) prior to the proposal submission or is the application submitted status acceptable to the Authority?
Answer # 94	The Proposer can note on the M/WBE Plan if a firm is not certified by the Port Authority, but that its application is in for review.
Question # 95	Can you please define the scope of the SSAE 16 SOC 2 audit?
Answer # 95	The scope of the review should be for all of the services that would be provided to the Port Authority under the Contract and any Data Center for any computing resources that would be supporting their efforts.

This communication should be initialed by you and annexed to your Proposal upon submission.

In case any Proposer fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

PROPOSER'S FIRM NAME: AllianceOne Receivables Management, Inc.

INITIALED: Renee Lemmahary RL

DATE: 7/27/14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MARGARET D'EMIC, WHO CAN BE REACHED AT (201) 395-3410 OR AT mdemic@panynj.gov.

PS11All

BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

H. Acceptance of Standard Contract Terms and Conditions

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment BII, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

Reservations to the Port Authority of New York and New Jersey

Request for Proposals No. 38391

AllianceOne reserves for negotiation the following items contained in the RFP:

1. ATTACHMENT BI - CONTRACT TERMS AND CONDITIONS FOR FACILITY SERVICES (the "T&Cs"), section 6. Liquidated Damages (numbered page 36). AllianceOne reserves for negotiation the issue of liquidated damages.
2. T&Cs section 7. Actual Damages (numbered pages 36-37). AllianceOne reserves for negotiation the issue of actual damages calculated solely by the Port Authority.
3. ATTACHMENT BII – STANDARD CONTRACT TERMS AND CONDITIONS (the "Standard T&Cs"), section 6. Rights and Remedies of the Port Authority (numbered page 49). AllianceOne reserves for negotiation the issues of the "step-in" ability of the Port Authority (subsection a), and cancellation without notice (subsection b).
4. Standard T&Cs section 14. Default, Revocation or Suspension of Contract, subsections a (numbered pages 51-52), c and f (numbered page 53). AllianceOne reserves for negotiation the issues of termination on notice of 24 hours, 5 days and 5 days, respectively.
5. Standard T&Cs section 20. Indemnification and Risks Assumed By The Contractor (numbered pages 58-59). AllianceOne reserves for negotiation the issues of indemnification for any risk, loss or damages occasioned by the fault of the Port Authority; and of mutual indemnification.
6. Standard T&Cs section 30. Intellectual Property (numbered page 61). AllianceOne reserves for negotiation Port Authority the issue of mutual indemnification.
7. Standard T&Cs section 38. Confidential Information/Non-Publication (numbered pages 65-66). AllianceOne reserves for negotiation the issue of mutual confidentiality.
8. Other: AllianceOne reserves for negotiation the issues of Port Authority representations and warranties as to accounts assigned to AllianceOne, and of limitations on damages.

AllianceOne is undergoing a SSAE 16 SOC 2 Type II review that will be completed prior to the contract start date for this contract. We do ask for consideration that the Port Authority review the PCI Certification and ISO compliance as these are very similar certifications.

D'Emic, Margaret

From: Mark Lombardo [mark.lombardo@allianceoneinc.com]
Sent: Tuesday, September 30, 2014 9:51 AM
To: D'Emic, Margaret
Cc: Renee Linnabary
Subject: RE: Port Authority of New York and New Jersey Reservations

Hi Ms. D'Emic,

We have received approval to retract the remaining exceptions.

Thanks,

Mark

From: D'Emic, Margaret [mailto:mdemic@panynj.gov]
Sent: Monday, September 22, 2014 1:26 PM
To: Renee Linnabary; Mark Lombardo
Subject: FW: Port Authority of New York and New Jersey Reservations

Good Afternoon,

The Port Authority is ok with your exception 6 and exception 7 (subject to the Port Authority FOI Code).

Please let me know if you are willing to retract the remaining exceptions. Our attorney is willing to discuss with you if you request that.

Thank you,

Margaret D'Emic
Sr. Buyer
The Port Authority of NY&NJ
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
201 395-3410
201 395-3425 fax

From: Renee Linnabary [mailto:renee.linnabary@allianceoneinc.com]
Sent: Friday, August 29, 2014 1:03 PM
To: D'Emic, Margaret
Cc: Mark Lombardo
Subject: FW: Port Authority of New York and New Jersey Reservations

Ms. D'Emic:
We appreciate the inquiry on the exceptions provided in our proposal. Please see the attached document with additional detail. These modifications are requested based on our corporate policy, however we remain willing to discuss further.
Please be assured that we will do everything possible to meet the Port Authority guidelines. We are very excited about the proposition of providing collection services. Please don't hesitate to contact me.
Have a great weekend.
Renee
Renee Linnabary

D'Emic, Margaret

From: Mark Lombardo [mark.lombardo@allianceoneinc.com]
Sent: Tuesday, September 30, 2014 6:44 PM
To: D'Emic, Margaret
Subject: RE: RFP #38391 Letter to AllianceOne

Hi Ms. D'Emic,

Yes, our Health Benefits Package includes the seven components listed on Page 42.

Thanks,
Mark

From: D'Emic, Margaret [mailto:mdemic@panynj.gov]
Sent: Tuesday, September 30, 2014 1:52 PM
To: Mark Lombardo
Subject: RE: RFP #38391 Letter to AllianceOne

Thank you, Mr. Lombardo. Could you please confirm that your company's Health Benefits Package includes the following seven components listed in the RFP on Page 42?

a. up to and including family coverage, as applicable
b. inpatient hospital services
c. outpatient surgical facility
d. emergency room services
e. prenatal services
f. well visits/immunizations/routine visits for illness
g. prescription drug benefit

Margaret D'Emic
Sr. Buyer
The Port Authority of NY&NJ
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
201 395-3410
201 395-3425 fax

From: Mark Lombardo [mailto:mark.lombardo@allianceoneinc.com]
Sent: Friday, September 26, 2014 12:08 PM
To: D'Emic, Margaret
Subject: RE: RFP #38391 Letter to AllianceOne

Hi Ms. D'Emic,
Will this work for you?

Thanks,
Mark

From: D'Emic, Margaret [mailto:mdemic@panynj.gov]
Sent: Friday, September 26, 2014 8:58 AM
To: Mark Lombardo
Subject: RE: RFP #38391 Letter to AllianceOne

Thank you, Mr. Lombardo.

From: Mark Lombardo [mailto:mark.lombardo@allianceoneinc.com]
Sent: Friday, September 26, 2014 7:33 AM
To: D'Emic, Margaret
Subject: RE: RFP #38391 Letter to AllianceOne

Hi Ms. D'Emic,
I did confirm that prenatal care is covered. I should have something in writing today.
Thanks,
Mark

From: D'Emic, Margaret [mailto:mdemic@panynj.gov]
Sent: Thursday, September 25, 2014 10:59 AM
To: Mark Lombardo
Subject: RE: RFP #38391 Letter to AllianceOne

Thank you, Mr. Lombardo, I don't need a copy of the BQQ. It's to be submitted directly to the Port Authority's Office of the Inspector General.

Would you be able to provide documentation showing that your company's health insurance program offers prenatal care?

Margaret D'Emic
Sr. Buyer
The Port Authority of NY&NJ
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
201 395-3410
201 395-3425 fax

From: Mark Lombardo [mailto:mark.lombardo@allianceoneinc.com]
Sent: Wednesday, September 24, 2014 5:05 PM
To: D'Emic, Margaret
Subject: RE: RFP #38391 Letter to AllianceOne

Hi Ms. D'Emic,
Thanks for taking the time to meet with us yesterday. It was nice to get a chance to meet you. I have attached the two documents that you requested. Please let me know if you need anything else, or if this does not fit your needs. I also checked and we did submit the BQQ on-line. Please let me know if you need a copy of that.

Thanks,
Mark

From: D'Emic, Margaret [mailto:mdemic@panynj.gov]
Sent: Tuesday, September 23, 2014 6:01 PM
To: Mark Lombardo
Subject: RE: RFP #38391 Letter to AllianceOne

I. M/WBE Plan

I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the M/WBE Subcontracting Provisions hereunder.

Please see following page.

Attachment C

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT MWBE PARTICIPATION PLAN — PA3749B/12-11

Office of Business Diversity and Civil Rights

PAGE: 1 OF 1

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: 38391

Proposer/Bidder Name: AllianceOne Receivables Management, Inc.

Mailing Address: 4850 E. Street Road, Suite 300, Trevose, PA 19053

Telephone Number: 215.354.5500

Contract Description: General Collection Services for the Electronic Toll Collection Program (E-Z Pass)

Contract Amount: $1.675M/year

Contract Goals: MBE 12% WBE 5%

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
lockbox vendor firm such as PRWT or similar	MBE	Supply Lockbox Services	1/1/15 - 12/31/19	$1,258,250/year	15%
	MBE	Supply Collection Services	1/1/15 - 12/31/19	$418,750/year	5%
			TOTAL:	$1,675,000/year	20

Signature of Contractor:

Print Name:

Title: Date 7/22/14

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by:

OBDCR Business Development Representative

Print Name: Date

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File

Closing

AllianceOne is prepared to dedicate staffing, technology and our expertise in working similar portfolios to build a strong business relationship with the Port Authority. We understand that to be successful today agencies need motivated employees, advanced technology and innovative techniques. AllianceOne has all of these components and the financial backing to support all of our efforts. We ask for your business and guarantee that the Port Authority will be pleased with the choice to work with AllianceOne. AllianceOne is committed to growing our presence in New York and New Jersey as well in the toll collection arena. Our government experience nationally will result in superior collections and communication for the Port Authority, if selected.

Why choose A1?

- Driven to perform - If we say we will do something we deliver on our commitments. Our motto echoes this statement, *"I am a Teleperformer. I say what I do & I do what I say. I treat others with kindness and empathy. I do things right the very first time. I create & improve."*
- We have developed interfaces with dozens of case management systems.
- MWBE outsourcing coordination
- CT Vision dialing technology
- Personnel - dedicated team for all aspects of the contract / TOPS operational procedures
- Comprehensive skiptracing
- Monthly business review meeting conference calls
- Reporting to credit bureaus after 45 days including all updates, disputes, etc. handled by AllianceOne staff
- Legal staff – 4 full time attorneys, 12 legal support team members / Bankruptcy handling at no additional charge
- Extremely low complaints (.01% of assigned files)
- ISO17799 and PCI certified
- Citizens of the World & Citizen of the Planet
- KSAT (client key performance indicators satisfaction survey) & eSat (employee satisfaction survey) performed annually. Satisfied employees = no complaints.

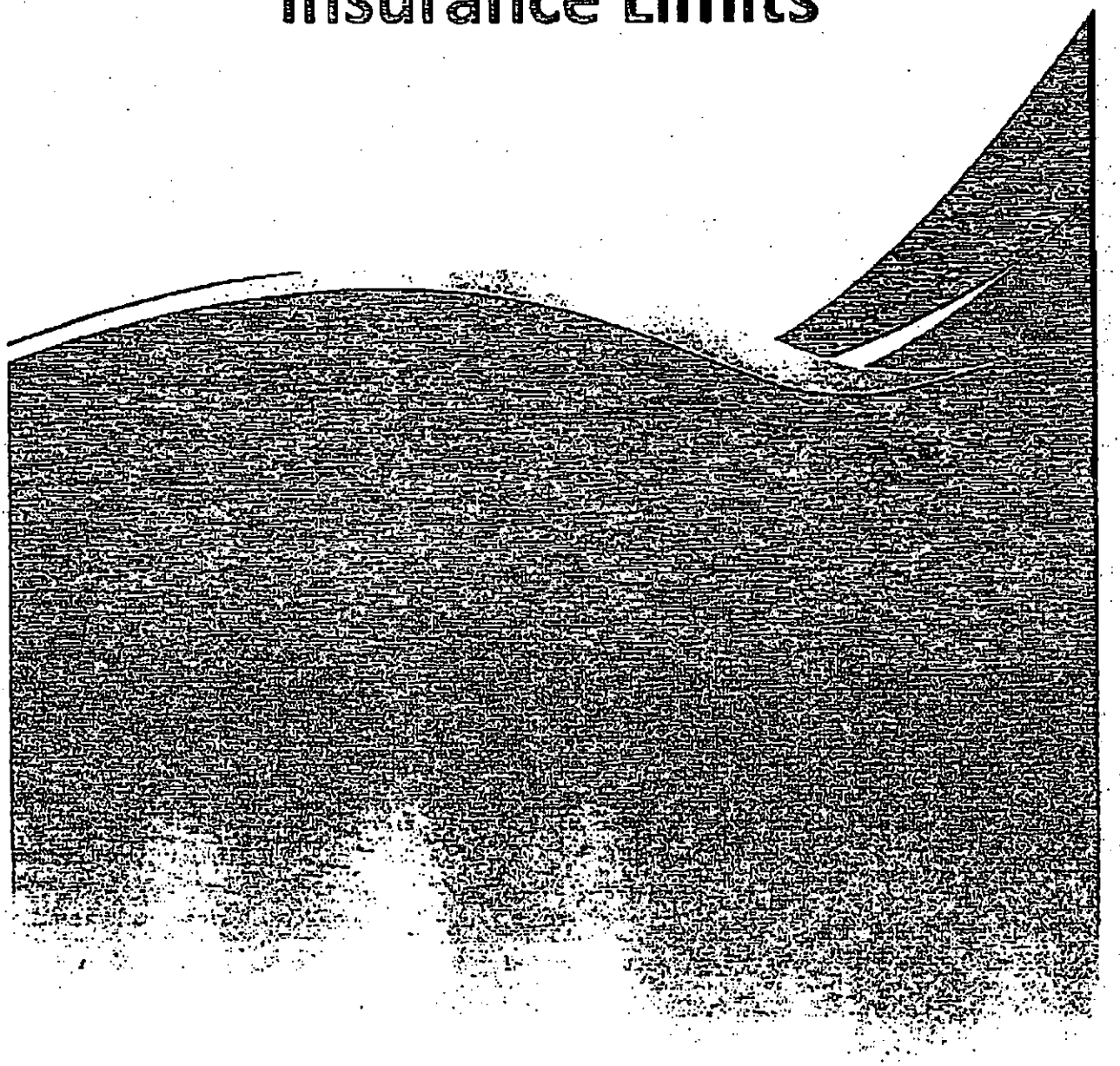
BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

Exhibit A

The Government Debt Collection Solution

AllianceOne
a teleperformance company

Insurance Limits



BLANK PAGE INSERTED TO ACCOMMODATE DOUBLE SIDED PRINTING.

Client#: 1370 TELEPERGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moreton & Company - Utah
709 East South Temple
Salt Lake City, UT 84102
801 531-1234

CONTACT NAME: Sean Shewell
PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Westchester Surplus Lines Ins.	
INSURER B: Executive Risk Indemnity Inc.	
INSURER C: Illinois National Insurance Com	
INSURER D: Federal Insurance Company	
INSURER E:	
INSURER F:	

INSURED
AllianceOne Incorporated And All
Subsidiaries More Than 50% Owned
4850 E. Street Road, Suite 300
Trevose, PA 19053

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Primary E&O			G24077603006	12/31/2013	12/31/2014	Limit: $10M	
B	Excess E&O			82215640	12/31/2013	12/31/2014	$10M excess of $10M	
C	Excess E&O			018030332	12/31/2013	12/31/2014	$10M excess of $20M	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage Only

Primary E&O Deductible: $100k/$500k

Insured Letter D

(See Attached Descriptions)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerry Oldroyd

© 1988-2010 ACORD CORPORATION. All rights reserved.

Client#: 1370 TELEPERGRO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moreton & Company - Utah
709 East South Temple
Salt Lake City, UT 84102
801 531-1234

CONTACT NAME: Sean Shewell
PHONE (A/C, No, Ext): 801 531-1234 FAX (A/C, No): 801-531-6117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	
INSURER B: St. Paul Fire & Marine Ins. Co.	
INSURER C: American Zurich Insurance Compa	
INSURER D: Great Northern Insurance Co.	
INSURER E:	
INSURER F:	

INSURED
AllianceOne Incorporated and all
Subsidiaries more than 50% owned
4850 E. Street Road, #300
Trevose, PA 19053

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35911047	12/31/2013	12/31/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY			73559843	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Drive Oth Car							$
A	X UMBRELLA LIAB X OCCUR			79877170	12/31/2013	12/31/2014	EACH OCCURRENCE	$49,000,000
B	X EXCESS LIAB X CLAIMS-MADE			ZUP12R0528A13NF	12/31/2013	12/31/2014	AGGREGATE	$49,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC924284401	04/01/2013	04/01/2014	X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Commercial Package Policy			35911047	12/31/2013	12/31/2014	$124,453,250 Blanket Business Personal Property	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerry Oldroyd

© 1988-2010 ACORD CORPORATION. All rights reserved.

Client#: 1370 TELEPERGRO

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Moreton & Company - Utah
709 East South Temple
Salt Lake City, UT 84102
801 531-1234

CONTACT NAME: Sean Shewell
PHONE (AC, No, Ext): 801 531-1234 FAX (AC, No): 801-531-6117
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AllianceOne Incorporated and all
Subsidiaries more than 50% owned
4850 E. Street Road, #300
Trevose, PA 19053

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Crime			82214420	12/31/2013	12/31/2014	$5,000,000 Empl. Theft $5,000,000 Client	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kerry Oldroyd

© 1988-2010 ACORD CORPORATION. All rights reserved.

AllianceOne
a telenerformance company

Response to:

The Port Authority of NY & NJ
RFP for General Collection Services for Electronic Toll Collection Program (E-ZPass®)
RFP 38391

BAFO

Due: September 29, 2014 – 12:00pm EST

AllianceOne Receivables Management, Inc.
4850 Street Road, Suite 300
Trevose, PA 19053

AllianceOne

September 25, 2014

The Port Authority of NY & NJ
Procurement Department
Attn: Margaret D'Emic, Senior Buyer
Two Montgomery Street, 3rd Floor
Jersey City, NJ 07302
Via email: baforesponse@panynj.gov

Re: Best and Final Offer: RFP 38391 for General Collection Services For The Electronic Toll Collection Program (E-ZPass®)

Dear Ms. D'Emic and other evaluation committee members:

AllianceOne is very excited about the opportunity to present a Best and Final Offer to The Port Authority of NY & NJ regarding RFP 38391. Our management team has reviewed the opportunity again and determined the following cost proposal provides our lowest possible rate for the Port Authority while maintaining all resources, staffing and service proposed in our bid response. No transaction fees will be applied for this contract. We are fully committed to providing the Port Authority with superior revenue and service.

If you have any questions regarding our BAFO submission or are in need of any other information please contact me or Mark Lombardo. We look forward to hearing from you.

Point of Contact/Contract Coordinator
Mark Lombardo, VP Business Development
6160 Mission Gorge Rd #300
San Diego, CA 92120
Office: 866-580-8434/858-712-6600
Email: mark.lombardo@allianceoneinc.com

Authorized Representative
Renee Linnabary, Senior Vice President
6565 Kimball Drive, Suite 200
Gig Harbor, WA 98335
Office: 800-456-8838 x2204/253-620-2204
Email: renee.linnabary@allianceoneinc.com

Sincerely,

Renee Linnabary
Senior Vice President

Enclosure

RFP 38391 – BAFO COST PROPOSAL FORM

Proposers must provide an all-inclusive fee incorporating costs for providing all Services required in this RFP. Proposers shall provide separate fees for collection of Violations, Revoked Accounts, Low Volume Transactions and Airport Parking calculated as a fixed percentage.

A	B	C	D
DESCRIPTION	ESTIMATED THREE (3) YEAR COLLECTIONS	COST PER UNIT	ESTIMATED CONTRACT PRICE, THREE (3) YEARS (Column B X Column C)
Violations	$13.3 M	10.99 %	$ 1,461,670
Revoked Accounts	$444,000	10.99 %	$ 48,796
Low Volume Transactions	$100,000	10.99 %	$ 10,990
Airport Parking	$668,000	10.99 %	$ 73,413
TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE			$ 1,594,869

The Estimated collection numbers are here for comparison purposes only and are not guaranteed by the Port Authority.

The Cost Per Unit inserted above shall remain firm throughout the three (3) year base term and any option period(s), if exercised.

NOTE: No transactions fees will be charged.

September 10, 2014

Ms. Margaret D'Emic
Senior Buyer
The Port Authority of NY & NJ
Commodities & Services Division
Procurement Department
Sent via email: mdemic@panynj.gov

RE: Response to additional questions for Request For Proposal #38391 - General Collection Services for the Electronic Toll Collection Program (E-Z Pass)

AllianceOne Receivables Management, Inc. submits the following responses to the questions in your letter dated September 2, 2014. We are very excited to attend the discussion regarding our proposal and question and answer period.

1. **Please resubmit the Calculation of Hourly Rate Forms (Attachment Bill (B)) to include hourly calculation, not, monthly or yearly.**

   Please see attached.

2. **Please submit a copy of the proposed health insurance program for the on-site Sr. Collections Representative that includes details on the required acceptable components listed in Section 12., "Wages, "Health and Supplemental Benefits", Paragraph D. of the RFP.**

   AllianceOne offers employees several health insurance options through Regence Blue Cross. Employees can elect coverage for themselves as well as for their dependents. Plans offered are compliant with the Affordable Care Act and do provide coverage for inpatient hospital services, outpatient surgical facilities, emergency room services, prenatal care, well doctor visits and prescription drugs. Detailed plan coverage is provided in a Summary Plan Description to each plan participant. The on-site Senior Collections Representative will be provided health insurance coverage within 30 days from first date of performance under the contract and at no cost. *Please see attached plan excerpt.*

   In addition to health insurance, employees are offered the following benefits:

   - Flexible Spending Account
   - Comprehensive Dental Insurance
   - Vision Care
   - Life Insurance
   - Long Term Disability Insurance
   - Short Term Disability Insurance
   - 401(k) Retirement Saving Plan
   - Paid Vacation Days
   - Paid Jury and Bereavement Leave

3. **Please identify AllianceOne staff who will be the point(s) of contact in administering this Contract.**

The following will serve as AllianceOne's points of contact in administering this Contract:

Renee Linnabary
Senior Vice President
6565 Kimball Dr, Ste 200
Gig Harbor, WA 98335
Ph: 253-620-2204
renee.linnabary@allianceoneinc.com

Mark Lombardo
VP Business Development
11 Midway Rd/PO Box 52
Pocasset, MA 02559
Ph: 866-580-8434
mark.lombardo@allianceoneinc.com

Jon Boquist
Call Center Manager
6565 Kimball Dr, Ste 200
Gig Harbor, WA 98335
Ph: 253-620-2257
jon.boquist@allianceoneinc.com

4. **Discuss the fact that the two people to be assigned to the Port Authority Contract have no tolling experience.**

All of our key personnel to be assigned to this contract have tolling experience as follows:

- Renee Linnabary, Executive management - Tolling experience with Florida SunToll and SunPass, New Jersey E-ZPass and State of WA
- Mark Lombardo, VP Business Development, Contract Coordinator - Tolling experience with Florida SunToll and SunPass, and State of WA
- Jon Boquist, Call Center Manager, Contract management - Tolling experience with New Jersey E-ZPass and State of WA
- Matt Larson, Collection Manager for this contract - Tolling experience with Florida SunToll and SunPass, New Jersey E-ZPass and State of WA
- Heather Olsen, Collection Supervisor - Tolling experience with New Jersey E-ZPass and State of WA

5. **Please confirm that AllianceOne meets the requirements of SSAE 16 SOC 2 audit and PCI compliance.**

AllianceOne is currently certified as a Level 1 Visa PCI Service Provider with a QSA. Our company conducts SOC 1 and SOC 2 audits for various clients and as such is very familiar with the process and requirements. SSAE engagements are SOC 1 type I or type II and SOC 2 type I or type II. SOC1 is a financial audit while SOC2 is an information security audit. In both cases Type I audits the existence of the predefined controls while Type II audits the effectiveness of those controls. AllianceOne can comply with either type of certification annually as these certifications are unique to the particular program. It may be beneficial to talk with our security team in order to determine: the type of certification, engagement type, and the control objectives that the Port Authority wants to have audited. Finally, many of our clients find that our PCI and/or ISO satisfy their information and security controls requirements.

Sincerely,

Mark Lombardo
Vice President Business Development

Cc: Renee Linnabary, Senior Vice President

ATTACHMENT BIII (B) CALCULATION OF AVERAGE HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

Attached are the "Calculation of Average Hourly Rate" forms for the enumerated positions under this Contract, for each year of the Base Term. A separate form is required for each employee category. The Proposer shall use these forms in support of the Wages, Health and Supplemental Benefits Clause required under this Contract. When completing this form, please refer to the definitions located in the aforementioned clause.

A Proposer or Bidder's entries in these forms for Item#1, Item#2 and Item #3 shall become requirements if the proposal or bid is accepted by the Port Authority and the Proposer or Bidder must maintain the averages quoted at all times.

Nothing in the forms shall modify the requirements of the clause entitled "Wages, Health and Supplemental Benefits" or the terms and conditions of the subject Contract.

AllianceOne Receivables Management, Inc. 38391

PROPOSER NAME: _____ PROPOSAL NUMBER _____

SR. COLLECTIONS REPRESENTATIVE
Year I

MINIMUM WAGE: $23.12

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.12
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.02

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.97	11
VACATION ALLOWANCE	$ 1.62	17
SICK TIME ALLOWANCE	$ Included in all vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 27.63	sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 2.02
N.Y.S.U.I./ N.J.S.U.I.	$ 0.56
F.U.I.	$ 0.16
WORKERS' COMPENSATION	$ 0.16
GENERAL LIABILITY INSURANCE	$ 0.01
DISABILITY INSURANCE	$ 0.07
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.15 parking
UNIFORMS	$
EQUIPMENT	$ 0.63 call phone
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVES	1.15
SPECIFY Incentive	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	**$_____**
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	**$__33.61_____**

PROPOSER NAME: AllianceOne Receivables Management, Inc. PROPOSAL NUMBER 38391

SR. COLLECTIONS REPRESENTATIVE
YEAR 2

MINIMUM WAGE: $23.28

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.28
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.06

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 0.99	11
VACATION ALLOWANCE	$ 1.55	17
SICK TIME ALLOWANCE	$ Included in vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 27.88 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 2.04
N.Y.S.U.I./ N.J.S.U.I.	$ 0.56
F.U.I.	$ 0.16
WORKERS' COMPENSATION	$ 0.17
GENERAL LIABILITY INSURANCE	$ 0.01
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$ 0.07
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.15 parking
UNIFORMS	$
EQUIPMENT	$ 0.58 cell
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVES	1.15
SPECIFY Incentive	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$_____
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$____33.90_____

PROPOSER NAME: AllianceOne Receivables Management, Inc. PROPOSAL NUMBER 38391

SR. COLLECTIONS REPRESENTATIVE
YEAR 3

MINIMUM WAGE: $23.44

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.44
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.10

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS
(ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.01	11
VACATION ALLOWANCE	$ 1.58	17
SICK TIME ALLOWANCE	$ Included in vacation-all treated as benefit time	
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 28.13 sub total 1, 2 & 3

ITEM #4
AVERAGE TAXES AND INSURANCE
(ITEM REQUIRED BY LAW)

F.I.C.A.	$ 2.06
N.Y.S.U.I./ N.J.S.U.I.	$ 0.56
F.U.I.	$ 0.16
WORKERS' COMPENSATION	$ 0.18
GENERAL LIABILITY INSURANCE	$ 0.01
DISABILITY INSURANCE	$
OTHER TAXES AND INSURANCE	$ 0.73
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.15 parking
UNIFORMS	$
EQUIPMENT	$ 0.58 cell
MATERIALS	$
SUPPLIES	$
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 1.15
SPECIFY Incentive	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$_____
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$_____34.18_____

Regence BlueCross BlueShield Medical

Benefit Summary	$750 PPO Deductible Plan	$1,000 PPO Deductible Plan	$3,500 CDHP Deductible Plan
Deductible Per Calendar Year	$750 Per Member $2,250 Per Family	In-Network: $1,000 Per Member $3,000 Per Family Out-of-Network: $2,000 Per Member $6,000 Per Family	$3,500 Per Member $7,000 Per Family *Family deductible applies if more than one individual is covered
Max Coinsurance Per Calendar Year	$3,750 Per Member $7,500 Per Family	In-Network: $4,000 Per Member $8,000 Per Family Out-of-Network: $8,000 Per Member $16,000 Per Family	$6,250 Per Member $12,500 Per Family
After max coinsurance is met, the plan pays	100% for the remainder of the calendar year except where noted.	100% for the remainder of the calendar year except where noted.	100% for the remainder of the calendar year except where noted.

Category 1: Preferred Provider
Category 2: Out-of-network Provider

Covered Service	$750 PPO Deductible Plan	$1,000 PPO Deductible Plan	$3,500 CDHP Deductible Plan
Office Visit (Per Visit)	Category 1: $40 Copay Category 2: 45%	Category 1: $40 Copay Category 2: 45%	Category 1: 20% Category 2: 40%
Outpatient Lab First $600 Per Calendar Year	Category 1: 0% Category 2: 0%	Category 1: 0% Category 2: 0%	Category 1: 20% Category 2: 40%
Outpatient Lab (non-injectable) After the first $600	Category 1: 30% Category 2: 45%	Category 1: 20% Category 2: 45%	Category 1: 20% Category 2: 40%
Other Practitioner Office Visit	Category 1: 30% Category 2: 45%	Category 1: 30% Category 2: 45%	Category 1: 20% Category 2: 40%
Preventive Care	Category 1: 0% Category 2: 45%	Category 1: 0% Category 2: 45%	Category 1: 0% Category 2: 40%
Ambulance Services	All Categories: 30%	All Categories: 30%	All Categories: 20%
Emergency Room	All Categories: $200 (Waived if admitted)	All Categories: $200 (Waived if admitted)	All Categories: 20%
Hospital Care	Category 1: 30% Category 2: 45%	Category 1: 30% Category 2: 45%	Category 1: 20% Category 2: 40%

This list is not all-inclusive. For a full listing of covered services, please see your Summary Plan Description (SPD).

Regence BlueCross BlueShield Prescription

Covered Prescription Service	$750 PPO Deductible Plan	$1,000 PPO Deductible Plan	$3,500 CDHP Deductible Plan
Medication from Pharmacy *30 day supply*	Generic: $15 Formulary Brand: $40 Non-Formulary Brand: $60	Generic : $15 Formulary Brand: $40 Non-Formulary Brand: $60	Generic : 20% Formulary Brand: 20% Non-Formulary Brand: 20%
Injectable medications from pharmacy or mail-order *30 day supply*	Generic: $15 Formulary Brand: $40 Non-Formulary Brand: $60	Generic: $15 Formulary Brand: $40 Non-Formulary Brand: $60	Generic: 20% Formulary Brand: 20% Non-Formulary Brand: 20%
Maintenance Medications from Mail-order supplier *90 day supply*	Generic: $38 Formulary Brand: $100 Non-Formulary Brand: $150	Generic: $38 Formulary Brand: $100 Non-Formulary Brand: $150	Generic: 20% Formulary Brand: 20% Non-Formulary Brand: 20%

Brand-Name Prescription Medication Instead of Generic:

If an equivalent generic medication is available and a brand-name medication is chosen, the member is responsible for paying the applicable brand-name co-payment/co-insurance plus the difference in price between the equivalent generic medication and the brand-name medication not to exceed total retail cost. The exception is when the prescribing provider specifies that the brand-name medication must be dispensed, in which case the member will not be responsible for payment of the difference in cost.

Exhibit B

The Government Debt Collection Solution

AllianceOne

Letter Samples

CONFIDENTIAL

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN : N/A

CLAIMS PAST UNSETTLED TO ACCOUNT

Judgment Number:
Judgment Date:

We recently garnished you on the above-referenced judgment. You can prevent further garnishment proceedings and additional court costs by remitting the above amount today. If we fail to hear from you within five (5) days, we will proceed with our collection efforts.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$		$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-AG A-CC O-CC
P 100008

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN : N/A

Judgment Number:
Judgment Date:

We now have Judgment against you and intend to enforce collection of that Judgment. We are currently conducting an investigation for the purpose of verifying any attachable assets you might have. If non-exempt assets are verified, we intend to proceed with any available legal remedies, such as attachment and/or garnishment.

This means additional court costs and legal fees may be incurred, and charged to you where allowed by law.

Pay in full immediately to avoid further collection activity. We will withhold further activity for five days to give you an opportunity to clear this matter now.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$		$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

✉ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-AJ A-CC O-CC
P 100009

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

✉ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Client :

Our client has listed the above judgment against you for collection and we intend to enforce collection of that judgment. We are currently conducting an investigation for the purpose of verifying any attachable assets you may have. If non-exempt assets are verified, we intend to proceed with any available legal remedies, such as attachment and/or garnishment. This means additional court costs and legal fees may be incurred, and charged to you where allowed by law. Judgments remain in effect for ten years and can be renewed for an additional ten years.

Pay in full now and avoid further collection activity. We will withhold further activity for five days to give you an opportunity to clear this matter now.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✕ Detach Bottom Portion And Return With Payment ✕

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ [Last 3 numbers on back of card]

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-AJ-TKT2 A-CC O-CC
P I00010

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Total Amount
	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A
Client Reference Number :
Client :

To Whom It May Concern:

AllianceOne has been given permission by to offer a settlement on your account(s).
Depending on your balance, you may qualify for a reduction in your balance or you may be eligible for a payment plan.

This reduction in balance due is being offered for a limited time so you need to contact our office immediately to see if your account qualifies.

Upon receipt of this letter, please contact AllianceOne immediately to discuss your account.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-AMNESTY A-CC O-CC
P 100018

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Account Number	Amount
CC	$

⇧ Please send all correspondence and make check or money order payable to the above address:

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A
Client Reference Number :
Client :

For a limited time, we are willing to offer you DEEP SETTLEMENT SAVINGS on your outstanding balance. Because these offers are so low, you should take advantage of them right away. We would like to extend the following options to you to make repaying your account balance a reality:

Option #1: Settle your account for a lump-sum payoff of $. That is a savings of 35% on your outstanding account balance!

Option #2: Call now to see if you qualify for even larger settlement savings!

To take advantage of this opportunity to settle your account, call one of our Account Representatives now at 1-253-620-2222 / 1-800-456-8838. As long as you haven't made other arrangements to repay this debt, you are eligible for this offer. Don't put this off. For accounting purposes, your payment under Option #1 must be received within 30 calendar days after the date on this letter. If you wish to make a payment proposal after that time, please call us to discuss it.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-AMNESTY2 A-CC O-CC
P I00019

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Client :

Name : TEST
Account Number : CC
PIN :
Client Reference Number :
Amount Past Due: $

YOUR ACCOUNT HAS BEEN FORWARDED TO A COLLECTION AGENCY

Within 10 days from the date of this letter, you must do one of the following:

- Mail a check or money order for the total amount due to the P.O. Box listed below. If paying by credit card, you may enter your credit card information in the space provided below, sign and mail. You can also pay your account online at http://www.payaol.com. Please do not send cash.
- If you are unable to pay the balance in full at this time you may contact a representative at 877-541-8420 to discuss a payment arrangement.

If you do not pay the total due, your delinquency may be reported to the three major reporting agencies and/or your account may be referred to the Franchise Tax Board for involuntary collection by one or more of the following:

- Wage garnishment
- Bank levy
- Interception of your State tax refund

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

As required by law, you are hereby notified that a negative entry reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-5267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt $ ____ Exp. Date: ___ / ___ CVV #: ___ (Last 3 numbers on back of card)

Card Holder Name _____

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-ASCNTC1C A-CC O-CC
P I00025

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

AllianceOne has noticed that your birthday is soon approaching and you have a seriously delinquent account listed here at AllianceOne. Unpaid court accounts often result in suspension of your Washington State Driver's License. Wouldn't this be a good time to get your driver's license renewed?

Upon receipt of this letter, please contact AllianceOne immediately. If you pay your account in full or a mutually agreed upon monthly payment arrangement is made, we are authorized to contact certain participating courts to have the suspension removed from your driver's license.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaoi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-BIRTHDAY A-CC O-CC
P 100037

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
	$

Daytime Phone #_____ Evening Phone #_____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-466-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

FINAL WARNING
PREVENT FURTHER COLLECTION ACTIVITY

Your failure to respond to AllianceOne's previous collection efforts has resulted in the negative entry placed on your credit report. If you continue to ignore your obligation, your account will be forwarded to the California Franchise Tax Board. The Franchise Tax Board has been authorized by the California Superior Court to collect the full balance due. This can be achieved by any or all of the following:

- Garnishment of wages
- Garnishment of bank account(s)
- Interception of State income tax refunds
- Liens on personal property

To avoid involuntary collection, pay your account immediately by one of the following methods:

- You can pay your account online at http://www.payaoi.com. We currently accept Visa or Mastercard.
- Call 877-541-8420 to speak to a representative who can take your payment over the phone. This includes credit or debit card payments and electronic check by phone.
- Go to any Western Union office to send an instant wire transfer. Send payment to AllianceOne. The code city and State is: ACE, WA. You must include your account number or the payment will not get processed.
- Mail a cashier's check or money order for the total amount due to the P.O. Box listed below.
- If you are unable to pay the balance in full at this time you may contact a representative at 877-541-8420 to discuss a payment arrangement.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-8267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-466-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-CAFINL A-CC O-CC
P I00046

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

PROTECT YOUR CREDIT SCORE
MAKE PAYMENT IMMEDIATELY

You have ignored our previous attempt to contact you. Your account will be reported to the three major credit reporting agencies if you do not make payment in full in the next FIVE days. Credit scores have become increasingly important in today's society. A negative entry on your credit report can prevent you from obtaining an auto loan, home loan or renting an apartment. Also, most lenders charge higher interest rates to consumers with delinquencies on their credit report.

To make immediate payment, do one of the following:

- You can pay your account online at http://www.payaol.com. We currently accept Visa or Mastercard.
- Call 877-541-8420 to speak to a representative who can take your payment over the phone. This includes credit or debit card payments and electronic check by phone.
- Go to any Western Union office to send an instant wire transfer. Send payment to AllianceOne. The code city and State is: ACE, WA. You must include your account number or the payment will not get processed.
- Mail a cashier's check or money order for the total amount due to the P.O. Box listed below. Due to mailing times, this method can take more than a week to be credited to your account which can result in the negative entry being placed on your credit report.
- If you are unable to pay the balance in full at this time you may contact a representative at 877-541-8420 to discuss a payment arrangement.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-CBRNTC A-CC O-CC
P 100048

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-458-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Amount Past Due: $

YOUR ACCOUNT HAS BEEN FORWARDED TO A COLLECTION AGENCY

Your failure to appear in court or pay the amount due in the above referenced case has resulted in the court adding a civil assessment of $300.00 to the unpaid balance, as allowed by PC 1214.1 of the California Penal Code. Within 10 days from the date of this letter, you must do one of the following:

- Mail a cashier's check or money order for the total amount due to the P.O. Box listed below. If paying by credit card; you may enter your credit card information in the space provided below, sign and mail. You can also pay your account online at http://www.payaci.com
- If you are unable to pay the balance in full at this time you may contact a representative at 877-541-8420 to discuss a payment arrangement.

If you do not pay the total amount due or present written proof of good cause within 10 days of the date of this notice, the $300.00 civil assessment can be entered as a Judgement against you by the court. In addition, your account may be referred to the Franchise Tax Board for involuntary collection by one or more of the following:

- Wage garnishment
- Bank levy
- Interception of your State tax refund

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-458-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard
____ - ____ - ____ - ____

Payment Amt $ | Exp. Date: / | CVV #: (Last 3 numbers on back of card)

Card Holder Name_____

Signature of Card Holder _____ Date_____

S-CUAMFC10 L-CCNTC1C A-CC D-CC
P 100051

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone #_____ Evening Phone #_____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : PIN :

Client Reference Number : CC
Client :

Thank you for your recent payment. We have credited your account.

All contacts and payments are to be made through this office to ensure proper posting.

- o Payment by debit/credit card or a money order will be credited on your AllianceOne account within 24 hours of receipt
- o Payment by personal check will be credited to your AllianceOne account after 14 days
- o Payments to AllianceOne are reflected on court and/or DMV records within 4-5 business days after confirmation of deposit is received by AllianceOne. You must make payment in full in order for the DMV to consider reinstatement of your privilege to operate. You must check with the DMV to ensure that your privilege to operate has been reinstated.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date / CVV #: (Last 3 numbers on back of card)

Card Holder Name _____

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-VTRCPT A-CC O-CC
P 100337

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN :

Client Reference Number :

Client :

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. Failure to respond to your financial obligation caused your debt to be referred to a collection agency and a collection fee has been added to the outstanding balance.

Your account has been reported past due, and has now been placed with AllianceOne for immediate collection efforts. It is important to contact us as soon as possible. If remitting payment, please include the payment stub below and be sure your account number appears on your check or money order.

All contacts and payments are to be made through this office to ensure proper posting.

- Payment by debit/credit card or a money order will be credited on your AllianceOne account within 24 hours of receipt
- Payment by personal check will be credited to your AllianceOne account after 14 days
- Payments to AllianceOne are reflected on court and/or DMV records within 4-5 business days after confirmation of deposit is received by AllianceOne. You must make payment in full in order for the DMV to consider reinstatement of your privilege to operate. You must check with the DMV to ensure that your privilege to operate has been reinstated.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payapi.com or by calling our 24-hour automated phone system at the number above.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 610267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-VTNTC1 A-CC D-CC
P I00333

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A
Client Reference Number :
Client :

Dear TEST :

Please provide our office with a copy of the ticket for:

, infraction # TEST

Our office must comply with the bankruptcy's court request for a copy of the ticket in order for us to file a claim with , , . If you are unable to locate this infraction, please let us know. Thank you for your assistance.

Your account representative is:

Bankruptcy Clerk
AllianceOne

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

✂ Detach Bottom Portion And Return With Payment ✂

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-CUAMFC10 L-TICB A-CC O-CC
P 100308

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

Because you have failed to resolve the above obligation, we have assigned your account to a Special Collection Unit, which has been instructed to research and submit documentation on the following items:

1. Your source of income;
2. Your savings and/or checking accounts;
3. Your real estate ownership and equities;
4. Your business and employment activities.

Upon completion of this research, and should it be necessary, our staff will then decide the best course of legal process, or other action necessary to collect the debt. This may result in some, or all, of the following, contingent on state law:

1. Garnishment of your salary;
2. Attachment of any equity you may own;
3. Attachment of bank accounts;
4. Judgment liens placed against your real estate.

We have no desire to cause you embarrassment and wish to settle this amicably. We strongly suggest that you either contact our Collection Department within 72 hours of receipt of this letter or remit the balance in full.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #: (Last 3 numbers on back of card)

Card Holder Name _____

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-SPLCT A-CC O-CC
P 100283

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

REMAINING BALANCE

AllianceOne has been advised through our client that an offset to your tax refund check has occurred. AllianceOne has either applied these funds against your account or adjusted the balance by the offset amount.

This offset of your tax refund is considered an involuntary form of repayment and does not resolve the balance owed against your account. If you wish to honor your obligation on a voluntary basis, please contact this office at once to make satisfactory arrangements.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaci.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✕ Detach Bottom Portion And Return With Payment ✕

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #: (Last 3 numbers on back of card)

Card Holder Name _____

Signature of Card Holder _____ Date _____

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-CUAMFC10 L-SETOFF A-CC O-CC
P I00253

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

NOTICE OF ASSET VERIFICATION

AN INVESTIGATION HAS DISCLOSED THAT YOU ARE EMPLOYED

To avoid further collection activity, send a check or money order for $ or contact our office immediately and pay your account in full.

Your failure to respond to our collection attempts could result in your account being forwarded to the California State Franchise Tax Board. The Franchise Tax Board has been authorized by the San Diego Superior Court to seize assets of delinquent account holders. Seizure of assets can include, but are not limited to: wage garnishment, bank garnishment, and property lien.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaoi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-SDASSET A-CC O-CC
P 100242

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

You have failed to resolve your Seattle Municipal Court parking infraction account(s) with our office. Our records indicate that you still have the listed unpaid parking ticket(s). There are possible serious repercussions for having unpaid parking tickets issued by the City of Seattle.

Seattle Municipal Code Section 11.30.040(A)(7) states that the city may impound a vehicle without prior notice in the following circumstance:

> *When a vehicle is parked in a public right-of-way or on other publicly owned or controlled property in violation of any law, ordinance, or regulation and there are four (4) or more parking infractions issued against the vehicle for each of which a person has failed to respond, failed to appear at a requested hearing, or failed to pay an adjudicated parking infraction for at least forty-five (45) days from the date of the filing of the notice of infraction.*

In order to avoid the potential additional costs associated with impoundment, please contact our office to resolve your obligation as soon as possible.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	-	$	-	$

✂ Detach Bottom Portion And Return With Payment ✂

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-CUAMFC10 L-SCOFF A-CC O-CC
P I00240

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone #_____ Evening Phone #_____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :

Dear Sir or Madam:

PAYMENT REMINDER

We are sending you this reminder to help you meet your payment obligation on schedule. Please note the amount below and mail your payment so that we may have it in the office by the due date.

Today's Pay-off Balance:	$	Payment Amount:	$
Total Interest to Accrue:	$	1st Payment Due Date:	
Total Amount of Plan:	$	Final Payment Amount:	$
Payment Frequency:		Final Payment Due Date:	
Total Number of Payments:		Payment Due Date:	

Your account representative is:

All payment plans are subject to review every 90 days. If any payment is not received on or before the due date, your plan will be terminated without further notice and the balance will be due in full.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

✕ Detach Bottom Portion And Return With Payment ✕

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-REMIND A-CC O-CC
P 100231

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Payment Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2239 / 1-800-874-1958

Name : TEST
Account Number : CC PIN : N/A

Court Case Number :

Client :

YOU MUST TAKE ACTION WITHIN 30 DAYS OF THIS LETTER

Your account with SEATTLE MUNICIPAL COURT is delinquent, and has now been placed with AllianceOne for immediate collection efforts. Because of your failure to pay the full amount owed to the Court, an additional $13.00 administrative fee has been added pursuant to RCW 3.02.045 (5). This $13.00 assessment is included in the amount due as shown below.

If payment in full or no charge time payment arrangements are not made within 30 days of this notice, the following additional actions will occur:

1. On the 31st day from the date of this notice, an additional collection fee of 17.10% will be assessed, and your account will accrue interest at 12%.
2. Your salary may be garnished and/or your property attached.
3. The renewal of your license may be held.
4. Your account may be referred to a credit bureau which may affect your credit standing.

TO AVOID THE ABOVE SANCTIONS YOU SHOULD:

1. Send payment in full along with the stub below to the address shown below.
2. Call our office at (800) 874-1958 to set up TIME PAYMENTS. Monthly payment may vary depending on the amount you owe, and may not exceed one year with a minimum of $25.00 per month. Failure to keep your time payment arrangements will result in an additional collection fee.
3. Your license may not be renewed until balance is paid in full.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	-	$	-	$

✂ Detach Bottom Portion And Return With Payment ✂

To contact us regarding your account, call: 1-253-620-2239 / 1-800-874-1958

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-CUAMFC10 L-PREMOVE A-CC O-CC
P 100218

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 1849
GIG HARBOR WA 98335

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Client :

Dear Sir or Madam:

PAYMENT PLAN CONFIRMATION
(Plan Established)

Today's Pay-off Balance:	$	Payment Amount:	$
Total Interest to Accrue:	$	1st Payment Due Date:	
Total Amount of Plan:	$	Final Payment Amount:	$
Payment Frequency:		Final Payment Due Date:	
Total Number of Payments:		Payment Due Date:	

Your account representative is:

All payment plans are subject to review every 90 days. If any payment is not received on or before the due date, your plan will be terminated without further notice and the balance will be due in full.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard
____ - ____ - ____ - ____

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-PPLAN A-CC O-CC
P 100217

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Payment Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

Dear Sir or Madam:

PAYMENT PLAN CONFIRMATION
(Plan Established)

Today's Pay-off Balance:	$	Payment Amount:	$
Total Interest to Accrue:	$	1st Payment Due Date:	
Total Amount of Plan:	$	Final Payment Amount:	$
Payment Frequency:		Final Payment Due Date:	
Total Number of Payments:		Payment Due Date:	

AllianceOne has been given authority by the Court to enter into a payment program with you on the above noted account(s). The Court has agreed to release the FTA hold on your driver's license on the case(s) noted herein as long as you remain in compliance with this program. AllianceOne makes no guarantee that this action will release or reinstate your driving privileges. You must contact the Department of Licensing for that information.

If payment is not received on or before the agreed upon date, the program will be terminated without further notice to you and the balance in full will be due. If the program is terminated for non-payment the Court will be notified, which may result in re-issuance of FTA and/or suspension of your license. You will not be allowed to re-enter a payment program if you are terminated for non-payment.

This payment program is made only on the specific account(s) listed herein and does not pertain to any other accounts you may have in collection.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	-	$	-	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-PIAPLAN A-CC O-CC
P I00211

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Payment Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

AllianceOne has been given permission by many of its clients to offer a license re-issue program (or PIA program). You may qualify for this program if your license has been suspended.

Upon receipt of this letter, please contact AllianceOne immediately. If a mutually agreed upon monthly payment arrangement is made, we are authorized to contact the participating courts to have the suspension adjudicated from your driving record.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-PIAOFFER A-CC C-CC
P I00209

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

YOUR PAYMENT IS IN DEFAULT

It is advised that you discontinue driving immediately. Your scheduled payment has not been received. As a result, your payment plan is now in default. The court will be notified of your termination from this program for non-payment, which may result in re-issuance of FTA and/or suspension of your driver's license.

Mail payment in full or contact our office immediately, as it must be determined what collection activity our office should take on your account(s).

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-PIALATE A-CC O-CC
P I00207

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A
Client Reference Number :
Client :

This post-dated check was received in our office on . We will be depositing your check dated . Your check is numbered in the amount of $.

Please have sufficient funds available to cover this check.

Your account representative is

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-PD-5-DEP A-CC O-CC
P 100205

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

WARNING

Our agency has been hired to represent the Clerk of the Court for Miami-Dade County. Court records indicate that there is an outstanding case(s) pending against you in the Miami-Dade County, Florida Courts for the unpaid costs, fees and fines in the case(s) listed on the reverse.

You have been charged with a criminal and/or traffic violation and have failed to pay your fine(s) in the time allowed. Please read the following important information.

IMPORTANT NOTICES

1. If your Florida driver's license was suspended, revoked or cancelled as a result of a criminal and/or non criminal violation, payment of the amounts owed does not reinstate your driver's license. To reinstate your Florida license, you must go to any Miami-Dade County Clerk of Court's branch office, or your local Department of Highway Safety and Motor Vehicle Office, present the D6 clearance form and pay any applicable reinstatement fees. You are responsible for the reinstatement of your driver's license. Unless your driver's license or privilege is reinstated, all enforcement mechanisms remain intact. Also, payment of the above referenced fine(s) does not discharge any existing Public Defender liens and/or restitution payments ordered by this court.
2. If you were charged with a criminal violation that did not involve a criminal traffic violation, your Florida driver's license has not been suspended to date. However, the Miami-Dade County Clerk of the Court reserves the right to suspend driver's licenses for unpaid criminal fees or fines as allowed by Florida law. Also, payment of the referenced fine(s) does not discharge any existing Public Defender liens and/or restitution payment ordered by the court.

To avoid further action, return your payment immediately in the amount of $ with the payment coupon below. Your check or money order should be made payable to: Clerk of the Circuit Court, Miami-Dade County. To pay by credit card please visit http://www.payaoi.com.

You may disregard this notice if you have made payment within the last 10 days. Your time to request a hearing on this matter has expired. If you are in bankruptcy, please do not consider this letter a demand for payment; but please contact our office to provide us with the necessary bankruptcy information. Our toll free telephone number is 1(877)541-8420.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	-	$	-	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-NMIANTC1 A-CC O-CC
P I00184

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

80 CLINTON STREET SUITE D, #391
HEMPSTEAD NY 11550

Telephone : 1-877-541-8420

Name : TEST
Account Number : CC PIN :
TPVA Account Number :
Client :

A NEGATIVE ENTRY MAY HAVE ALREADY BEEN REPORTED ON YOUR CREDIT RECORD

We have found that very few people deliberately try to avoid paying their obligations, and are in need of your immediate reply. The longer a negative entry on your credit record exists, the more damage it can do to your credit score. If we don't hear from you within ten days from the date of this notice, your account will be reviewed to determine what further collection action must be taken to resolve this debt. Any time payment proposal must be approved by this office.

A negative or low credit scores could:

- Prohibit you from Buying a home,
- Disqualify you from renting an apartment/house,
- Keep you from getting certain jobs,
- Keep you from securing insurance
- Prevent you from getting credit cards or other loans.

Your account representative is: TEMPORARY HOLD DESK

When remitting payment, please include the payment stub below and be sure your TPVA account number appears on your check or money order.

You can pay your account online at: https://www.PAYAOI.com or by calling 877-541-8420.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Fine	Surcharges	Penalty	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✕ Detach Bottom Portion And Return With Payment ✕

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-877-541-8420

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-NASPRESP A-CC O-CC
P I00150

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Plate # / Motor's ID	Amount
/	$

⇧ Please send all correspondence and make check or money order payable to the above address:

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A

Judgment Number:
Judgment Date:

Partial payments are satisfactory only when made by mutual agreement. We will not stop our collection efforts until the above account is fully resolved.

Send your check or money order in the amount of $ to avoid further collection activity or come to our office today to discuss your account.

Interest accrues when applicable.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$		$	$	$	$

✕ Detach Bottom Portion And Return With Payment ✕

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

S-CUAMFC10 L-LPPAY A-CC O-CC
P I00145

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN : N/A
Client Reference Number :
Client :

Amnesty Balance if paid before April 30, 2011: $

This notification is to inform you that the City of Los Angeles is conducting a Non-Tax Debtor Amnesty Program that is effective February 1, 2011 through April 30, 2011. While this program is in effect, you may qualify for a 40% reduction in the total balance owing on your referenced non-tax delinquent account that has been referred to this firm by the City of Los Angeles for collection actions.

If your debt qualifies, you may pay a reduced amount and settle the delinquency, only if you pay the Amnesty Balance Due by April 30, 2011. Payment in full of the settlement amount prior to the deadline will result in full satisfaction of the referenced debt only. Your payment must be received or postmarked on or before the deadline of April 30, 2011 to qualify. Any negative credit bureau reporting by our firm to national credit bureau agencies relating to this debt will be deleted. If the amount remains unpaid after the deadline, this offer will no longer be valid and the original balance of $, including any applicable accrued interest, penalty and costs, will be due immediately.

To take advantage of this opportunity to settle your account, call one of our Account Representatives now at Toll Free 1-253-620-2222 / 1-800-456-8838. Don't put this off. If you wish to make a payment proposal, please call us to discuss it.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

As required by law, you are hereby notified that a negative entry reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-LAFAMN A-CC O-CC
P 100138

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone #_____ Evening Phone #_____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

YOUR IMMEDIATE ATTENTION IS REQUIRED

If you do not contact this office within 10 days, your failure to respond to our collection attempts could result in your account being forwarded to the California State Franchise Tax Board. The Franchise Tax Board could then seize your assets including, but not limited to: wage garnishment, bank garnishment, or property lien.

To avoid further collection activity, mail payment in full immediately to AllianceOne at the P.O. Box listed below. Any questions regarding your account should be directed to the unit manager.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 number on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-FTBGARN A-CC O-CC
P I00124

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Client :

YOUR DRIVING PRIVELEDGES ARE: SUSPENDED, REVOKED, CANCELED OR DISQUALIFIED

Dear TEST,

As of the date of this letter, your driver's license has been suspended by the state of Florida. If you live outside the state of Florida, your home state may have also suspended your license until your Florida fines/violations are paid. If you are stopped by a law enforcement officer while driving with a suspended license, you subject yourself to further legal consequences such as arrest, car impoundment and/or other charges.

Your outstanding court fines/fees have been sent to AllianceOne for immediate collection. You must either remit payment in full to the address below or contact our office at 1-877-541-8420 to discuss your options. Until your driver's license is reinstated, all enforcement mechanisms remain intact.

Once your outstanding fines/fees are paid in full; contact AllianceOne for information on how to obtain your D-6 clearance form. You are ultimately responsible for the reinstatement of your driver's license. In order to release the suspension of your driver's license, take the D-6 clearance form to any County Clerk of Courts office or Department of Highway Safety and Motor Vehicle office, and pay any applicable reinstatement fees.

You may check the current status of your driver's license online at the Florida Driver's License Check website at: https://www6.hsmv.state.fl.us/DLCheck/dl/pages/dlCheck.jsp

A convenience fee of $10.00 is charged for all credit card transactions.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard
____ - ____ - ____ - ____
Payment Amt: $ Exp. Date: / CVV #:
Card Holder Name _____ (Last 3 numbers on back of card)
Signature of Card Holder _____ Date _____

S-CUAMFC10 L-FLDRL A-CC O-CC
P I00122

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

I understand that each one of us wants to pay our obligations. Circumstances sometimes make it impossible to pay each bill as agreed. I have now been told that I can accept terms on your account(s) that may fit within your budget. You may be able to choose your own terms.

Payments must be received at least monthly, although you can pay more frequently. Your first payment must be received in not more than thirty days.

Remember, if your account bears interest, the sooner you pay it, the less you will have to pay.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 610267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-FINL A-CC O-CC
P I00120

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Client :

Are you expecting a tax refund this year? Have you been contacted by AllianceOne regarding the accounts you have in our office? Call us today at 1-800-456-8838 to find out how your tax refund could be the key to closing out those accounts and improving your financial situation. Our hours are Mon – Fri 8AM to 6PM and Sat 8AM to 12PM. Call today to take advantage of this opportunity.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payact.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payment Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-DBTAX A-CC O-CC
P 100082

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :
Client Reference Number :
Client :

It's the little things that count.

We understand the difficulty in paying a large bill, but to ignore a bill of this size is not in your best interest. Please pay your balance in full or contact our office to discuss this account.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaci.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number ____ - ____ - ____ - ____ Check One: ☐ Visa ☐ MasterCard

Payment Amt $ Exp. Date: / CVV #: (Last 3 numbers on back of card)

Card Holder Name _____

Signature of Card Holder _____ Date _____

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

S-CUAMFC10 L-SMALL A-CC O-CC
P I00275

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

Your account has been reported past due, and has now been placed with AllianceOne for immediate collection efforts. It is important to contact us as soon as possible. If remitting payment, please include the payment stub below and be sure your account number appears on your check or money order. All contacts and payments are to be made through this office to ensure proper posting.

Our client may adjust your balance for additional unpaid fees at any time. Please contact our office directly prior to making a full payment.

For your added convenience and immediate credit, you may pay your account at any Western Union location. Please call for details.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaoi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	-	$	-	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

⇧ Mail return address only; send no letters

AllianceOne Receivables Management, Inc.

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: / CVV #:

Card Holder Name _____ (Last 3 numbers on back of card)

Signature of Card Holder _____ Date _____

S-CUAMFC10 L-CLNTC1C A-CC O-CC
P I00055

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

⇧ Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # _____ Evening Phone # _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST
Account Number : CC PIN :

Client Reference Number :

Client :

Dear Sir or Madam:

Our investigator will be handed your file on .

The asset investigation is to determine your employment, means of support, and other assets. Ignoring our request for payment indicates that we must enforce collection. To avoid the additional costs of collection efforts, pay this account now or make arrangements with our office.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payapi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

✂ Detach Bottom Portion And Return With Payment ✂

PO BOX 510267
LIVONIA MI 48151-5267
RETURN SERVICE REQUESTED

Mail return address only; send no letters

To contact us regarding your account, call: 1-253-620-2222 / 1-800-456-8838

If you wish to pay by VISA or MasterCard, fill in the information below and return.

Credit Card Number Check One: ☐ Visa ☐ MasterCard

Payment Amt: $ Exp. Date: CVV #:

Card Holder Name (Last 3 numbers on back of card)

Signature of Card Holder Date

S-CUAMFC10 L-CINVEST A-CC O-CC
P 100053

TEST
123 STREET
ANYWHERE ST 12345

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

Please send all correspondence and make check or money order payable to the above address:

Account Number	Amount
CC	$

Daytime Phone # Evening Phone #

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Judgment Number:
Judgment Date:

We recently garnished you on the above-referenced judgment. You can prevent further garnishment proceedings and additional court costs by remitting the above amount today. If we fail to hear from you within five (5) days, we will proceed with our collection efforts.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-AGP A-CC O-CC
P I00351

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Judgment Number:
Judgment Date:

We now have Judgment against you and intend to enforce collection of that Judgment. We are currently conducting an investigation for the purpose of verifying any attachable assets you might have. If non-exempt assets are verified, we intend to proceed with any available legal remedies, such as attachment and/or garnishment.

This means additional court costs and legal fees may be incurred, and charged to you where allowed by law.

Pay in full immediately to avoid further collection activity. We will withhold further activity for five days to give you an opportunity to clear this matter now.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-AJP A-CC O-CC
P I00353

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client : Your Court Clients

Dear Sir or Madam:

Our investigator will be handed your file on .

The asset investigation is to determine your employment, means of support, and other assets. Ignoring our request for payment indicates that we must enforce collection. To avoid the additional costs of collection efforts, pay this account now or make arrangements with our office.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaoi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-CINVESTP A-CC O-CC
P I00356

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

Telephone :

FROM THE DESK OF COURT CLERK

RE:
TOTAL OWING : $

DEAR SIR/MADAM:

Please be advised that this debt may be assigned to a collection agency for collection if the debt is not paid in full. You will be liable for all collection costs unless this account is paid in full within 30 days of the date of this notice.

** WHEN CONTACTING THE COURT, PLEASE PRESENT THIS LETTER. **

Personal checks, if accepted by the court, may delay processing of settlement on this account.

SINCERELY,

PLACE
YOUR
STAMP
HERE

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-COURT1 A-CC O-CC
P I00357

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

Case Number :

Please return with your payment.

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client : Your Court Clients

Are you expecting a tax refund this year? Have you been contacted by AllianceOne regarding the accounts you have in our office? Call us today at 1-800-456-8838 to find out how your tax refund could be the key to closing out those accounts and improving your financial situation. Our hours are Mon – Fri 8AM to 6PM and Sat 8AM to 12PM. Call today to take advantage of this opportunity.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-DBTAXP A-CC O-CC
P I00361

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN : XP

Client Reference Number :

Client : Your Court Clients

I understand that each one of us wants to pay our obligations. Circumstances sometimes make it impossible to pay each bill as agreed. I have now been told that I can accept terms on your account(s) that may fit within your budget. You may be able to choose your own terms.

Payments must be received at least monthly, although you can pay more frequently. Your first payment must be received in not more than thirty days.

Remember, if your account bears interest, the sooner you pay it, the less you will have to pay.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-FINLP A-CC O-CC
P I00363

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN : XP

Client Reference Number :

Client : Your Court Clients

YOUR PAYMENT IS IN DEFAULT

Mail payment in full or contact our office immediately as it must be determined what collection activity our office should take on your account(s).

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaoi.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-LATEP A-CC O-CC
P I00367

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Judgment Number:
Judgment Date:

Above is the information you requested regarding your account assigned to AllianceOne. Please call me upon receipt of this.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-LREQP A-CC O-CC
P I00369

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Judgment Number:
Judgment Date:

We have found that very few people deliberately try to avoid paying their obligations, and are looking forward to your reply. If we don't hear from you within ten days from the date of this notice, we will review your account to determine what further steps are appropriate. Any time payment proposal must be approved by this office.

Judgments remain in effect for ten years and are renewable for an additional ten years.

Your account representative is:

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Judgment Amount	Interest Rate	Post Judgment Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-LRESPONP A-CC O-CC
P I00371

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Account Number : CC
Client Reference Number :
Client : Your Court Clients

PIN : XP

Name : TEST

Your account has been reported past due, and has now been placed with AllianceOne for immediate collection efforts. It is important to contact us as soon as possible. If remitting payment, please be sure your account number appears on your check or money order. All contacts and payments are to be made through this office to ensure proper posting.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

PLACE
YOUR
STAMP
HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-NTC1CP A-CC O-CC
P I00375

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : X²

Client Reference Number :

Client : Your Court Clients

YOUR PAYMENT IS IN DEFAULT

It is advised that you discontinue driving immediately. Your scheduled payment has not been received. As a result, your payment plan is now in default. The court will be notified of your termination from this program for non-payment, which may result in re-issuance of FTA and/or suspension of your driver's license.

Mail payment in full or contact our office immediately, as it must be determined what collection activity our office should take on your account(s).

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payad.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-PIALATEP A-CC O-CC
P I00377

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN : XP

Client Reference Number :

Client : Your Court Clients

Partial payments are satisfactory only when made by mutual agreement. We will not stop our collection efforts until the above account is fully resolved.

AllianceOne has been given permission by many of its clients to offer a license re-issue program (or PIA program). You may qualify for this program if your license has been suspended.

Send us your check or money order for the balance due to avoid further collection activity or come to our office today to discuss your account. Interest accrues when applicable.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-PPAYP A-CC O-CC
P I00379

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client :

Dear Sir or Madam:

PAYMENT PLAN CONFIRMATION
(Plan Established)

Today's Pay-off Balance:	$	Payment Amount:	$
Total Interest to Accrue:	$	1st Payment Due Date:	
Total Amount of Plan:	$	Final Payment Amount:	$
Payment Frequency:		Final Payment Due Date:	
Total Number of Payments:		Payment Due Date:	

Your account representative is:

All payment plans are subject to review every 90 days. If any payment is not received on or before the due date, your plan will be terminated without further notice and the balance will be due in full.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payagl.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

PLACE
YOUR
STAMP
HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-PPLANP A-CC O-CC
P I00381

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client : Your Court Clients

Thank you for your recent payment. We have credited your account.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION

Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-RCPTP A-CC O-CC
P I00383

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC PIN :

Client Reference Number :

Dear Sir or Madam:

PAYMENT REMINDER

We are sending you this reminder to help you meet your payment obligation on schedule. Please note the amount below and mail your payment so that we may have it in the office by the due date.

Today's Pay-off Balance:	$	Payment Amount	$
Total Interest to Accrue:	$	1st Payment Due Date:	
Total Amount of Plan:	$	Final Payment Amount	$
Payment Frequency:		Final Payment Due Date:	
Total Number of Payments:		Payment Due Date:	

Your account representative is:

All payment plans are subject to review every 90 days. If any payment is not received on or before the due date, your plan will be terminated without further notice and the balance will be due in full.

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

PLACE
YOUR
STAMP
HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-REMINDP A-CC O-CC
P I00385

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-456-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client :

Principal:
Collection Fees:
Other Fees:
Post Referral Interest: $0.00
Balance Owing:

Dear Sir/Madam:

Please be advised that there has been a recent balance revision made to your account by your creditor(s).

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

PLACE
YOUR
STAMP
HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-REVISEDP A-CC O-CC
P I00387

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

SIGNAL CREDIT MANAGEMENT SERVICES
P.O BOX 1849
GIG HARBOR, WA 98335

Telephone : 1-253-820-2239 / 1-800-874-1958

FINE BALANCE: $
INCLUDES FTR (if applicable)

FEES CHARGED TO DATE:

Pay Plan Set-Up Fee: $
Monthly Fee: $
Additional Late Fee: $
Interest: $
Payments Received: ($)
TOTAL OWING: $

Name : TEST

Account Number : CC PIN : XR

Client :

DELINQUENT NOTICE

This is notice of Time Payment Collection account delinquency. The monthly court cost assessed for service fee has been increased by $3.00 pursuant to your Time Payment Collection Agreement. To bring this account current, please remit payment in full or double your monthly payment. If your payment is not received at the SCMS office within 10 days from the date of this notice, your delinquency will be reported to the court, which might impose additional fees and refer your account to a collection agency for full collection efforts. If this is a traffic offense, the court might suspend your driver's license until all fines are paid in full.

(NOTE: It is your responsibility to keep address and phone numbers current. Your failure to do so is a violation of your agreement and will result in termination of this Time Pay Agreement.)

For your convenience you can now make your debit card or credit card payment towards your Signal Credit Management Services account online at: http://www.payaol.com .

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT NUMBER	PAYMENT DUE DATE	AMOUNT DUE	TO PAY IN FULL
CC		$	$

PLACE YOUR STAMP HERE

SCMS
PO BOX 1849
GIG HARBOR WA 98335

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-SIGFINL A-CC O-CC
P I00389

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.
Best time to call _____

Signature_____

Date_____

SIGNAL CREDIT MANAGEMENT SERVICES
P.O BOX 1849
GIG HARBOR, WA 98335

Telephone : 1-253-620-2239 / 1-800-874-1958

FINE BALANCE: $
INCLUDES FTR (if applicable)
PROBATION FEES $

Name : TEST

Account Number : CC PIN : XR

Client :

FEES CHARGED TO DATE:
Pay Plan Set-Up Fee: $
Monthly Fee: $
Additional Late Fee: $
Interest: $
Payments Received: ($)
TOTAL OWING: $

STATEMENT OF ACCOUNT

ACCOUNT NUMBER	PAYMENT DUE DATE	AMOUNT DUE	TO PAY IN FULL
CC		$	$

If you have any billing questions, please call (253) 620-2239 or (800) 874-1958 for customer service. If you have already made your monthly payment, please disregard this notice.

(NOTE: It is your responsibility to keep address and phone numbers current. Your failure to do so is a violation of your agreement and will result in termination of this Time Pay Agreement.)

For your convenience you can now make your debit card or credit card payment towards your Signal Credit Management Services account online at: http:/www.payaol.com .

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

PLACE YOUR STAMP HERE

SIGNAL CREDIT MANAGEMENT SERVICES
PO BOX 1849
GIG HARBOR WA 98335

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-SIGMTHLY A-CC O-CC
P I00391

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

AllianceOne
Receivables Management, Inc.

6565 KIMBALL DRIVE SUITE 200
GIG HARBOR WA 98335

Telephone : 1-253-620-2222 / 1-800-466-8838

Name : TEST

Account Number : CC

PIN : XP

Client Reference Number :

Client :

It's the little things that count.

We understand the difficulty in paying a large bill, but to ignore a bill of this size is not in your best interest. Please pay your balance in full or contact our office to discuss this account.

Your account representative is:

For your convenience you can now make your debit card or credit card payment towards your AllianceOne account online at: http://www.payaol.com or by calling our 24-hour automated phone system at the number above.

This communication is from a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

ACCOUNT INFORMATION					
Assigned Amount	Assigned Interest	Post Assigned Interest	Other Fees or Charges	Payments Received	TOTAL BALANCE DUE
$	$	$	$	$	$

PLACE YOUR STAMP HERE

ALLIANCEONE RECEIVABLES MANAGEMENT INC.
PO BOX 2449
GIG HARBOR WA 98335-2449

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-SMALLP A-CC O-CC
P I00395

TEST
123 STREET
ANYWHERE ST 12345

Account Number : CC

☐ Please call me.

Phone Number : _____

Best time to call : _____

Signature : _____

Date : _____

Name: TEST
Case No:
Violation Date:
Account Number:
Amount Due: $

YOU MUST TAKE ACTION WITHIN 30 DAYS OF THIS LETTER

Your account with is delinquent. To avoid having the case referred to a collection agency pursuant to Washington State Law, payment in full must be received by the Court within 30 days from the date of this letter. Once this case has been referred to collections, you will be responsible for all additional costs as well as the amount due the Court. Interest will accrue on the unpaid balance at the rate of 12% per annum.

If this is a traffic violation, this case has been reported to the Department of Licensing and your driver's license may have been suspended until you pay this account in full.

Send your check or money order, including your full name and case number, to

PLACE YOUR STAMP HERE

PO BOX 510267
LIVONIA MI 48151-6267
RETURN SERVICE REQUESTED

PRESORT
FIRST-CLASS
U.S. POSTAGE &
FEES PAID
HOV
SERVICES

Mail return address only; send no letters

S-CUAMFC20 L-XRNTC1 A-CC O-CC
P I00397

TEST
123 STREET
ANYWHERE ST 12345

Case Number :

☐ Please call me.
Best time to call _____

Signature_____

Date_____

Attachment C

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT MWBE PARTICIPATION PLAN PA 3749B/4241

Office of Business Diversity and Civil Rights

PAGE: 1 OF 1

NOTE: The Proposer/Bidder shall submit to the Manager, Line/Facility Dept. Form PA 3749C - MODIFIED PLAN for any changes to the original plan: i.e.; subcontractor, dollar amount or work performed. If more than 1 page is used, complete totals on last page.

Purchase Order #: 38391

Proposer/Bidder Name: AllianceOne Receivables Management, Inc.

Mailing Address: 4850 E. Street Road, Suite 300, Trevose, PA 19053

Telephone Number: 215.354.5500

Contract Description: General Collection Services for the Electronic Toll Collection Program (E-Z Pass)

Contract Amount: $1.675M/year

Contract Goals: MBE 12% WBE 5%

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
lockbox vendor firm such as PRWT or similar	MBE	Supply Lockbox Services	1/1/15 - 12/31/19	$1,256,250/year	15%
	WBE	Supply Collection Services	1/1/15 - 12/31/19	$418,750/year	5%
			TOTAL:	$1,675,000/year	20

Signature of Contractor:

Print Name:

Title: Date 7/27/14

FOR OBDCR USE ONLY

Contract Goals: ☑ Approved ☐ Waived ☐ Rejected

Reviewed by:

OBDCR Business Development Representative

Print Name: Date 11/6/2014

Distribution: Original – OBDCR; Copy 2 –Manager, Line/Facility Department; Copy 3 –Proposer/Bidder, Copy 4 – Procurement Dept – Award File