



Request for Qualification
Professional Audit/Oversight Services In Connection with the
Amended and Restated Indiana Toll Road Concession and Lease
Agreement

January 29, 2020

Proposals due by 5:00 P.M. EST February 21, 2020

**Indiana Finance Authority Request for Qualification
Professional Audit/Oversight Services related to the Amended and Restated Indiana Toll
Road Concession and Lease Agreement**

I. INTRODUCTION

This Request for Qualification (“RFQ”) is issued by the Indiana Finance Authority (“IFA”), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, to seek competitive proposals (individually, a “Proposal” and collectively, the “Proposals”) from firms interested in providing audit/oversight services in connection with the Indiana Toll Road (the “Toll Road”) and the Amended and Restated Indiana Toll Road Concession and Lease Agreement (the “Concession Agreement”), dated as of July 1, 2017, between the IFA and the ITR Concession Company, LLC (the “ITRCC”). Any interested firm (hereinafter defined as a “Respondent”) is encouraged to respond to this RFQ, in accordance with the guidelines discussed below.

If selected, the Respondent will enter into a Professional/Personal Services Agreement (the “Agreement”) with the IFA, to perform the Services more particularly described in Section II of this RFQ. A copy of the Agreement has been attached as Exhibit A to this RFQ. The IFA shall select the Respondent that submits a Proposal that is a complete response to the RFQ and demonstrates the greatest ability to effectively perform the Services set forth in Section II of this RFQ.

Respondents are encouraged to employ methods to provide cost-savings alternatives. For example: use of local staffing to reduce or eliminate travel time, mileage, meals, and hotel expenses.

Respondents are encouraged to use an engineering student from an area college as a second inspection person on the project. This alternative provides the ability to significantly reduce costs and provide practical experience for area engineering students.

II. SCOPE OF WORK

The Respondent shall provide audit/oversight services (the “Services”) for the IFA relating to the confirmation of required performance by the ITRCC under Concession Agreement. For reference, a copy of the Concession Agreement and related documents can be found at <https://www.in.gov/ifa/2973.htm>. The Respondent shall assume that the items described below shall be included in the Scope of Services attached as Exhibit A to the Agreement.

1. Drive the length of the Toll Road conducting four (4) visual inspections, once in mid-April, once in mid-June, once in mid-August, and once in mid-October during the term of the Agreement, on random days/weeks, with prior written notification to the ITRCC and

IFA, to monitor and note any deficiencies in the performance obligations required by the Performance Time Frames in the Operating Standards Manual of the Concession Agreement (the "Maintenance Manual" or "Operations and Procedures Manual") with respect to the following categories:

- a. Roadway Maintenance (**Volume I, Maintenance Manual, Chapter B.3.3**);
- b. Pavement Delineation Maintenance (**Volume I, Maintenance Manual, Chapter C.3.3**);
- c. Roadside Safety Features and Systems Maintenance, including Guardrail, Barrier Wall and Impact Attenuators (**Volume I, Maintenance Manual, Chapter H.3.3**);
- d. Lighting and Electrical System Maintenance (**Volume I, Maintenance Manual, Chapter J.3.3**);
- e. Signs and Sign Maintenance Systems (**Volume I, Maintenance Manual, Chapter I.3.3**);
- f. Toll Plaza Maintenance (**Volume I, Maintenance Manual, Chapter K.3.3**).
Inspections shall include documenting functionality (in both directions) of all Toll Plaza overhead signage and lighting, functionality, and presence of tollgates, and functionality and presence of toll lane lighting.

Inspections for all items described above will be conducted on each inspection trip. It is anticipated that each inspection will take two-to-three days/nights and all inspections shall be completed in one trip.

2. Snow and Ice Control (**Volume II, Operations and Procedures Manual, Chapter E.3.4**). One (1) inspection shall be conducted during the winter season (December through March), and the inspection shall include documenting road treatment and clearing before and during and after a snow event for various locations along the ITR and noting any deficiencies in the Acceptance Criteria's operational parameters.
 - a. Note: These inspections need to be conducted during a "snow event", as confirmed by the National Weather Service. Qualifying "snow events" are a Winter Storm Warning or Winter Weather Advisory. Prior written notification to the ITRCC and IFA is required. It is anticipated that each inspection will take two days/one night and the inspection shall be completed in one trip.
 - b. The selected respondent will drive the Indiana Toll Road independently to verify compliance as identified in Item 2. A 50-mile sampling of the roadway is sufficient for this inspection.

3. Facility Maintenance (**Volume I, Maintenance Manual, Chapter L.3.3**). Inspections shall include all ITRCC facilities, with focus being placed upon component / element / system as identified in the Performance Time Frame Table in Volume I, Maintenance Manual, Section L.3.3. Inspection team(s) should include an architect, mechanical engineer, electrical engineer, and plumbing engineer. Inspection report shall detail the appropriate building, electrical, fire, plumbing, life-safety code(s) and/or lease section for each deficiency. Facilities inspections shall be completed in a one-week (five days / nights) trip, and are generally conducted in April or May. Visual inspections are performed on each facility. Verification of operation applies to general items such as GFCI outlets, ceiling lighting, faucets, toilets, showers, exit lighting, etc. Any deficiencies found shall reference the deficiency and the building code (if applicable).

A sample inspection schedule of the facilities has been provided on page 10.

4. Provide electronic and written reports in a PDF format (with photographs for all deficiencies) of all inspection results (listed in Items 2-3 above) to the IFA within five (5) business days of completion of each inspection.

Service Provider shall provide hardware technology (at its own expense) enabling it to interface with State of Indiana inspection software and connection to GIS satellite communication systems. Inspection data (deficiency and photograph) for Item 1 will be entered into the State ARC GIS inspection software program. Software use will be provided to the respondent at no cost.

All costs associated with the preparation, distribution, and/or any requested changes, revisions, and corrections of the reports shall be included in the costs provided in Items 1-3 above and shall not result in any additional costs to the IFA.

The Service Provider shall perform all services on a time and material basis in accordance with the Indiana Department of Transportation (INDOT) approved employee classification, and hourly rates will be used for billing. Travel reimbursement must follow the State Travel Policy and Procedures (https://secure.in.gov/sba/files/fmc_2017-2.pdf). Hotel, parking, and mileage rates shall comply with state rates outlined in this document.

5. Services provided by the Respondent shall include staff time, meals, and mileage for (i) pre/post season meeting(s), (ii) consultations with IFA/INDOT and the ITRCC to review inspection work, schedules, and resource sharing, and (iii) all required safety training or sessions per INDOT/IFA/ITRCC regulations and policies. Any such services described in the preceding sentence shall be included at no additional cost to the IFA.

III. GUIDELINES FOR RESPONSE

Respondent's Proposal must be a complete response, including all aspects outlined in this section.

- **Letter of Transmittal** (not to exceed two (2) pages)
- Respondent shall include a signed letter of transmittal, including a certification that, to the best of the Respondent's knowledge, all information provided therein is accurate and complete. Any false or misleading information may result in disqualification of the Respondent, at the IFA's discretion. The letter shall include the name, title, and contact information for the individual responsible for the Proposal.

- **Introduction and Description of Respondent** (not to exceed three (3) pages)
- Respondent shall include any introductory remarks and a brief description of the Respondent's firm, its capabilities, and how its selection would benefit the IFA and ensure the applicable performance requirements under the Concession Agreement are being met by the ITRCC.

- **Pricing**
- Respondent shall include a detailed quote for all fees and costs that would be incurred by providing the Services described in Section II of this RFQ. In doing so, Respondent shall complete the "Bid Calculation Worksheet" attached as Exhibit B to this RFQ.

- **Information on Personnel**
- Respondent shall provide an organization chart and identify relevant biographical information with respect to the individual(s) primarily responsible for providing the Services.

- **Previous Experience**
- Respondent should provide up to three (3) examples of previous work experience that demonstrates the Respondent's ability to perform the Services.

- **General Information**
- Respondent shall provide a summary of its policies on:
 - Prohibition of discriminatory employment practices;
 - Practices for the promotion of diversity in the workplace;
 - Use of Minority Business Enterprises;
 - Use of Women-owned Business Enterprises;
 - Enforcement of Drug-Free Workplace Initiatives;

- **Completed Forms**

- Respondent shall complete and sign Forms I and II, both of which are attached as Exhibit C to this RFQ.

IV. EVALUATION OF PROPOSALS

To be considered by the IFA, the Respondent's Proposal must be a complete response, including all aspects outlined in Section III of this RFQ. General criteria for selection will include, but are not limited to, the following factors:

- (A). Technical Abilities;
- (B). Experienced Personnel; and
- (C). Price.

V. CONTRACTUAL TERMS

If selected, the IFA intends to enter into the Agreement with the Respondent for a term of one (1) year unless renewed or extended as set forth in the Agreement. The Respondent shall review the Agreement, attached hereto as Exhibit A to this RFQ, and identify in its Proposal any provisions that would need to be further negotiated between the Respondent and the IFA. Unless specifically otherwise denoted in its Proposal, the Respondent consents and agrees to the provisions of the Agreement.

VI. TIMELINE

This RFQ is being issued on January 29, 2019 (the "Issue Date"), and will be posted on the website of the IFA and INDOT. If a Respondent intends to provide a Proposal, the Respondent should provide its contact information (including email address) to the Authorized Representative (as defined below) upon receipt hereof. The IFA may elect to issue addenda to this RFQ, which will also be posted on the IFA's website. If a Respondent provides its contact information, the IFA will also provide a copy of the addenda to the Respondent by email. Any questions related to this RFQ must be received by the Authorized Representative via email by February 14, 2020. At the discretion of the Authorized Representative, responses to pertinent questions will be provided to all self-identified intended Respondents and posted on the IFA's website in a fair and equitable manner. The Authorized Representative and pertinent contact information is as follows:

**Mr. David Clark
Special Projects Manager
Indiana Finance Authority
One North Capitol, Suite 900
Indianapolis, Indiana 46204
Dclark2@ifa.in.gov**

Following the Issue Date, the Respondent shall not contact any person who is an employee, officer, elected official or agent of the State of Indiana, its agencies or instrumentalities, an employee, officer, member or agent of the IFA or INDOT, with respect to this RFQ, except the Authorized Representative identified above. The IFA may disqualify the Proposal of any Respondent who makes such contact.

A Proposal shall be delivered by email to the Authorized Representative at the email address provided above no later than 5:00 p.m. EST on February 21, 2020 (the “Due Date”). The IFA shall disqualify any response not received by such date or which does not follow the procedures and guidelines described in this RFQ.

Following receipt of the Proposals, the Authorized Representative may contact a Respondent for clarification or questions with respect to the contents of its Proposal, or request an interview with the Respondent if deemed necessary. Following a review period by the IFA, it is anticipated that a winning Respondent will be selected by February 28, 2020. The IFA reserves the right, in its sole discretion, to modify the anticipated timeline at any time and forego, without cause, the selection process. Therefore, if a Respondent’s Proposal has an expiration date, please reflect it in the Proposal.

As discussed above, the following calendar will generally be adhered to for this RFQ and the selection of a Respondent.

January 29, 2020	RFQ Distributed
February 12, 2020	Deadline for questions regarding the RFQ must be submitted, in writing, to the IFA.
February 14, 2020	Date upon which the IFA shall respond to questions submitted to the RFQ
February 21, 2020	Responses to the RFQ Due
February 26, 2020	Interviews, if necessary
February 28, 2020	Selection of Respondent

VII. MISCELLANEOUS

Confidentiality of Proposal

The Respondent’s Proposal is not confidential and will be subject to disclosure in its entirety except the parts of the Proposal that may be treated as confidential, in the sole discretion of the IFA, in accordance with Indiana Code 5-14-3 (“Public Records Act”). Each Respondent, by submitting a Proposal consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

Upon receipt of a records request, the IFA will work with the Respondent to develop a redacted version of its Proposal, containing only those redactions consistent with the Public Records Act. The Respondent's submission of a redacted form of its Proposal will confirm the Respondent's intent to defend against any challenges as to the adequacy of the response to a public records request, including but not limited to the Respondent's agreement to pay all costs and fees (including attorneys' fees and costs) incurred by the IFA in connection with any litigation, proceeding or request for disclosure, including in the event that the IFA determines, in its sole discretion, to intervene or participate in such proceeding.

Notwithstanding any proposed redactions and/or claims of exemption asserted by any Respondent, the IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Under no circumstances will the IFA or its employees, agents (including the Authorized Representative), or members be responsible or liable to a Respondent or any other party as a result of disclosing any such materials, including the redacted material, whether the disclosure is deemed required by law or by an order of court or occurs through inadvertence, mistake or negligence on the part of the IFA, or its employees, agents, or members.

Communication between Respondent and Authorized Representative

The Authorized Representative is the sole point of contact concerning this RFQ. Respondents should submit questions about the intent or content of this RFQ and request clarification of any and all procedures used for this RPF prior to submission of a Proposal.

The Authorized Representative may also communicate with Respondent's via e-mail. Each Respondent should provide an e-mail address with its response for ease of communication through this RFQ process.

Amendments to RFQ

The IFA reserves the right to cancel this RFQ, modify the RFQ, modify the process, or the defined Scope of Services. This RFQ does not commit or bind the IFA to enter into an Agreement or proceed with the procurement described herein.

Proposal is an Offer

A Proposal submitted to this RFQ is a binding offer valid for ninety (90) days after the RFQ Due Date, unless specifically noted otherwise in the Proposal. If a Proposal is submitted before the RFQ Due Date, the Respondent may withdraw its Proposal at any time prior to the RFQ Due Date by submitting a written withdrawal request. Such withdrawal request must be addressed to the Authorized Representative and be signed by the Respondent's duly authorized representative.

A Respondent may submit an amended Proposal before the RFQ Due Date. Such amended Proposal must be a complete replacement for the previously submitted Proposal and must be clearly identified as such in the submission.

VIII. FACILITIES INSPECTION SCHEDULE SAMPLE

ITRCC – 2019 Facilities Inspection Schedule

<u>Facility</u>		<u>Group</u>	<u>Maint. Area</u>	<u>Date</u>
MP-1.1	WestPoint Barrier Toll Plazas (1)	A	M1	Monday
MP-4.6	Auxiliary Storage	A	M1	Monday
MP 4.7	Calumet Avenue Toll Plaza (5W)	A	M1	Monday
MP 4.7	Calumet Avenue Toll Plaza (5E)	A	M1	Monday
MP-10.1	Cline Avenue Toll Plaza (10)	A	M1	Monday
MP-16.7	Gary East Toll Plaza (17)	A	M1	Monday
MP-20.6	Lake Station Toll Plaza (21)	A	M1	Monday
MP-21.6	Auxiliary Storage			Monday
MP-21.7	Travel Plaza 1N & 1S	A	M1	Tuesday
MP-23.5	Porter Maintenance	A	M1	Tuesday
MP-23.8	Willowcreek (23)	A	M1	Tuesday
MP-24.1	Portage Barrier (24)	A	M1	Tuesday
MP-30.9	Valpo/Chesterton Toll Plaza (31)	B	M2	Tuesday
MP-37.5	Salt Storage	B	M2	Tuesday
MP-38.9	Michigan City Toll Plaza (39)	B	M2	Tuesday
MP-49.2	La Porte Toll Plaza (49)	B	M2	Tuesday
MP-51.9	Maintenance Building	B	M2	Wednesday
MP-55.9	Travel Plaza 3N & 3S	B	M2	Wednesday
MP-72.4	South Bend W Toll Plaza (72)	C	M3	Wednesday
MP-72.9	Auxiliary Storage	C	M3	Wednesday
MP-76.6	South Bend S Toll Plaza (77)	C	M3	Wednesday
MP-82.9	Mishawaka Toll Plaza (83)	C	M3	Wednesday
MP-87.1	Elkhart Maintenance	C	M3	Thursday
MP-90	Travel Plaza 5N & 5S	C	M3	Thursday
MP-91.8	Elkhart Toll Plaza (92)	C	M3	Thursday
MP-96	Elkhart East Toll Plazas (96)	C	M4	Thursday
MP-99	Auxiliary Storage	C	M4	Thursday
MP-101.2	Bristol Toll Plaza (101)	C	M4	Thursday
MP-107.1	Middlebury Toll Plaza (107)	C	M4	Thursday
MP-114	Maintenance	C	M4	Friday
MP-120.5	Howe/LaGrange Toll Plazas (121)	D	M4	Friday
MP-125.8	Travel Plaza 7N & 7S	D	M5	Friday
MP-137.5	Maintenance	D	M5	Friday
MP-143.9	Angola Toll Plaza (144)	D	M5	Friday
MP-153	EastPoint Toll Plaza (153)	D	M5	Friday
MP-156	Maintenance	D	M5	Friday