

REQUEST FOR PROPOSAL
TO PROVIDE TOLL ADVISORY AND OVERSIGHT SERVICES
FOR THE LOUISVILLE-SOUTHERN INDIANA OHIO RIVER
BRIDGES PROJECT

ISSUED OCTOBER 18, 2018

Proposals due by 12:00 P.M. EST November 16, 2018

**Indiana Finance Authority
on behalf of the Joint Board
Request for Proposals for
Toll Advisory and Oversight Services**

I. INTRODUCTION

This Request for Proposals (“RFP”) is issued, on behalf of the Joint Board (“Joint Board”), 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 toll advisory and oversight services for the Louisville-Southern Indiana Ohio River Bridges Project (“LSIORB” Project). Any interested firm (hereinafter defined as a “Proposer”) is encouraged to respond to this RFP, in accordance with the guidelines discussed below.

The Joint Board shall select the Proposer that submits a Proposal that is a complete response to the RFP and demonstrates the greatest ability to effectively perform the services set for in Section III of this RFP. A copy of the Professional/Personal Services Agreement (the “Agreement”) has been attached as Exhibit A to this RFP. **Proposers shall submit their Proposal to this RFP by 12:00 P.M. EST on November 16th, 2018.** If selected, the Proposer shall enter into an Agreement with the IFA, to perform the Services more particularly described in Section III of this RFP, on behalf of the Joint Board.

II. PURPOSE AND BACKGROUND

The IFA is inviting proposals from qualified firms to provide advisory and oversight services to the Joint Board on matters related to tolling the LSIORB project. The IFA is requesting toll advisory and oversight services on behalf of the Joint Board, which was created pursuant to a Bi-State Development Agreement and an Interlocal Agreement between the Kentucky Transportation Cabinet (“KYTC”), the Kentucky Public Transportation Infrastructure Authority (“KPTIA”), the Indiana Department of Transportation (“INDOT”), and the IFA, collectively the States’ Parties.

The Joint Board was created to facilitate and assign responsibility amongst the States’ Parties for the design, construction, financing, operation, and maintenance of the LSIORB Project. The LSIORB Project is a construction, modernization, and rehabilitation effort, which addresses cross-river transportation needs in the greater Louisville-Southern Indiana region by providing two new bridges across the Ohio River, and reconstructing the existing John F. Kennedy Memorial Bridge. The States’ Parties deployed an all-electronic tolling system, branded RiverLink (“RiverLink”), across all three bridges on December 30, 2016 to generate revenue necessary to meet the financial obligations of the LSIORB Project.

Through the States’ Parties and the Joint Board, there have been a number of contractors and consultants procured to participate in the operations and maintenance of RiverLink. The Joint

Board has procured KPMG as its revenue control manager, C2 Strategic Solutions as its marketing firm, US Bank as its bi-state custodian, and Kapsch TrafficCom IVHS, Inc. as its toll services provider. Each state also has a trustee for the receipt of toll revenues. KPTIA's trustee is the Bank of New York and IFA's trustee is US Bank National Association.

The Tolling Body, a bi-state board established in the same way as the Joint Board, approved the Toll Policy Agreement, which includes the toll rates charged by RiverLink and the business rules by which RiverLink operates. The Toll Policy Agreement also includes the Environmental Justice Mitigation Plan, which was required by the Federal Highway Administration (FHWA) in its Record of Decision for the LSIORB Project. RiverLink is also governed by Kentucky and Indiana statutes and regulations, as well as Federal statutes and regulations.

The Joint Board has authorized the IFA to procure toll oversight and advisory services on its behalf in its resolutions JB 2016-3 and JB 2017-2, attached as Exhibits 1 and 2. The contract entered with the selected Proposer shall be jointly administered by the states parties representing Kentucky and Indiana as described in the Joint Board resolution 2013-5, Exhibit A and Joint Board By-laws as amended in Joint Board resolution JB-2017-1 attached as Exhibit 3. The selected Proposer shall submit its invoices to a representative from each state and each state shall be responsible for payment of fifty percent (50%) of the approved invoice amount.

III. SCOPE OF WORK

The Joint Board requires the services of a professional toll advisory and oversight firm to oversee the work of the toll services provider and coordinate the work of the other consultants assisting and advising the states to operate and maintain RiverLink. The selected Proposer shall offer guidance on ways to improve RiverLink's functionality and performance.

- I. **Contract Oversight and Project Management Services:** The selected Proposer shall provide and perform project management services.
 - a. **Coordination.** The selected Proposer shall coordinate with the States' Parties, and all contractors, consultants, and service providers associated with RiverLink to identify issues, plan improvements, provide information necessary for each consultant or contractor to successfully perform its function, and balance each consultant or contractor's schedule to ensure RiverLink resources are used effectively. The selected Proposer shall coordinate with the existing toll services advisor as necessary to facilitate a seamless transition.
 - b. **Contract Management.**
 - i. The selected Proposer shall advise and assist in the negotiation, drafting, and implementation of all contract documents related to the other consultants and contractors working on RiverLink, including change orders.
 - ii. The selected Proposer shall prepare comparative cost estimates for claims analysis. The selected Proposer shall analyze claims arising from the project or work thereon and provide support, as required, to effect the settlement of such claims.

- iii. The selected Proposer shall review the invoices of the toll services provider and other consultants as requested to confirm accuracy and compliance with contract terms, and make a recommendation to the States' Parties for approval.
 - iv. The selected Proposer shall oversee the schedule of deliverables due from the toll services provider and the other consultants and contractors working on RiverLink, including publication of the Monthly Operations Report and walk up center and customer service center operations. The selected Proposer shall review and evaluate the deliverables provided by the other contractors and make recommendations regarding approval and implementation of those deliverables.
- c. Inventory. The selected Proposer shall monitor the inventory of transponders and transponder packaging, including those required by the retail network and make recommendations to the States' Parties when additional quantities should be ordered.
- d. Oversight. The selected Proposer shall oversee the work of the toll services provider and the other contractors and consultants working on RiverLink. The selected Proposer shall review the work of the toll services provider and the other contractors and consultants for compliance with performance requirements as outlined in the applicable contract documents, notify the States' Parties promptly of any instances where the performance requirements are not met, and advise the Joint Board as it enforces these requirements. The selected Proposer shall also participate in the review and approval of any corrective action plans that become necessary.
- e. Design review.
- i. The selected Proposer shall assist the Joint Board in its review of design documents related to RiverLink from any of its contractors or consultants, including testing plans, test results, and as-built documents.
 - ii. The selected Proposer shall assist the Joint Board in its review of all proposed process documents, including but not limited to, business rules, concept of operations documents, financial flow of funds documents, chart of accounts, customer service center policies and procedures, training documents, call center operations policies and procedures, environmental justice impact mitigation policies and procedures, disaster recovery plans, transition plans, and any other document or policy related to RiverLink.
- f. Document Management . The selected Proposer shall maintain a well organized and up to date document management system. The selected Proposer shall be responsible for migrating the existing project documents to the document management system if a system other than the one currently in use is to be employed. The selected Proposer shall be responsible for contracting for the document management system and shall be reimbursed by the States' Parties for the cost of the system, without mark up. The selected Proposer shall be responsible for maintaining and managing the list of those with access to the document

management system and consult with the States' Parties who shall have access to what documents based on their role with RiverLink. The selected Proposer shall be responsible for implementing all technical updates to maintain the document management system.

- g. Meetings. The selected Proposer shall schedule regular bi-state team meetings, at least bi-monthly, to discuss RiverLink operations, identify issues, and plan improvements. The selected Proposer shall plan additional meetings as needed or requested by the States' Parties. The selected Proposer shall provide agendas in advance of all meetings and shall provide minutes within 48 hours of all meetings.
- h. Reports.
 - i. The selected Proposer shall prepare and issue a Monthly Status Report related to RiverLink operational issues, documenting problems and delays. The current list of open issues and toll service provider deliverables is tracked on the Action Item Tracker. This monthly status report shall include an update related to the Action Item Tracker.
 - ii. The selected Proposer shall also assist in the preparation of an annual report of the prior year's performance.
 - iii. The selected Proposer shall provide a full time data analyst to assist the States' Parties in extracting, analyzing, and interpreting data and information from the RiverLink system and provide appropriate and applicable written reports. The selected Proposer shall work with the toll services provider to increase the quantity and improve the quality of the reports provided by the toll services provider.
 - iv. The selected Proposer shall prepare any reports or documents related to RiverLink requested by the States' Parties.
 - v. The selected Proposer shall assist the States' Parties in establishing, maintaining, using, and testing their respective Data Marts to allow the States' Parties to run queries on RiverLink data independently.
 - vi. The selected Proposer shall coordinate with the toll services provider and the revenue control manager as those parties work together to provide the States' Parties with a general ledger financial reporting system. Until the general ledger financial reporting system is in place, the selected Proposer shall run an agreed upon set of financial reports by the 15th of every month for the prior month and upload them to the document management system for access and retrieval by the States' Parties
- i. Audit Services.
 - i. The selected Proposer shall assist the Joint Board in the preparation of the budget for operations, maintenance, and repair of the RiverLink system and the Joint Board assets. It shall conduct independent inspections and prepare a report concerning the condition of the RiverLink assets, and shall assist in planning for the repair, renewal, and replacement of those assets. This shall include managing the insurance policies and warranties the toll services provider is required to provide.

- ii. The selected Proposer shall assist the Joint Board in the performance of any RiverLink related audits.
- iii. The selected Proposer shall provide quality assurance and quality control reviews as requested by the States' Parties.
- iv. The selected Proposer shall complete a project risk analysis of the system and organizational structure within six months of beginning work on the project. This analysis shall include an assessment of the States' Parties management structures, all consultants' contracts, and an end to end system and operations assessment of the toll system. The end to end system and operations assessment of the toll system shall consist of testing traffic transactions, financial transactions, and event transactions as well as account types on the toll system. It shall include a minimum of tracing 1,000 transactions per month from the roadside to the host, a review of at least 50 accounts and tracing 1,000 transactions from those accounts back to the roadside system, and an end to end reconciliation to identify any trends and exceptions in the flow of information between the different pieces of the toll collection system.
- j. Procurement. The selected Proposer shall assist the States' Parties in the drafting of any procurement documents related to RiverLink, which become necessary. The selected Proposer shall also assist the States' Parties in evaluating any proposals received.
- k. Other. The selected Proposer shall provide other general toll advisory services, as needed. This shall include, but not be limited to providing special services as requested or conducting planning and feasibility studies.

IV. GUIDELINES FOR RESPONSE

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

Answers to Questions

Proposer must respond to all of the questions listed in Section V of this RFP. Proposer's answers must be numbered and labeled in the order provided in Section V of this RFP.

Agreement Terms

Proposer shall be paid based on an hourly rate. All travel shall be reimbursed pursuant to IFA guidelines.

If applicable, Proposer shall provide any additional items to the Scope of Services in Section IV that Respondent feels are proper or necessary to be included in Exhibit A to the Agreement.

Proposer should identify any additional terms of the Agreement that it feels need to be further negotiated between the Joint Board, IFA and Proposer.

V. EVALUATION CRITERIA

The Joint Board will evaluate the proposals meeting certain pass/fail criteria based on the following evaluation factors:

A. Relevant Experience of the Firm (and Proposed Subcontractor, if applicable) (1800 pts)

- a. Briefly review the history, organization, and resources of the firm which could be made available to RiverLink (100 pts)
- b. Discuss experience with the following, specifically related to tolling projects:
 - i. Contract oversight and management (500 pts)
 - ii. Data analysis and reporting (400 pts)
 - iii. Coordinating multiple entities on a single project (200 pts)
 - iv. Auditing services (200 pts)
 - v. Implementing improvements to ongoing operations (300 pts)
- c. Provide three (3) specific references. Include names, addresses, telephone numbers, and email address. (100 pts)

B. Relevant Experience of Key Personnel (and Proposed Subcontractor, if applicable) (3,750 pts) – Provide the names and resumes of all individuals who will work with the Joint Board. Provide a narrative of their experience and qualifications. Changes made to the Key Personnel shall be communicated to and approved by the Joint Board.

- a. Business Operations Lead and supporting personnel (1000 pts)
- b. Contract Management Lead and supporting personnel (750 pts)
- c. Data Analyst and supporting personnel (750 pts)
- d. Engineering Lead and supporting personnel (750 pts)
- e. Project Coordinator and supporting personnel (500 pts)

VI. CONTRACTUAL TERMS

If selected, the IFA, on behalf of the Joint Board, intends to enter into the Agreement with the Proposer for a term beginning upon the date of issuance of a Notice to Proceed and expiring December 30, 2023 with option for two year extension. The Proposer shall review the Agreement, attached hereto as Exhibit A to this RFP, and identify in its Proposal any provisions that would need to be further negotiated between the Proposer, the IFA and Joint Board. Unless specifically otherwise denoted in its Proposal, the Proposer consents and agrees to the provisions of the Agreement.

VII. TIMELINE

This RFP is being issued on October 18th, 2018 (the “Issue Date”), and will be posted on the website of the IFA. If a Proposer intends to provide a Proposal, the Proposer should provide its contact information (including email addresses) to the Authorized Representative (as defined below) upon receipt hereof. The IFA may elect to issue addenda to this RFP, which will also be posted on the IFA’s website. If a Proposer provides its contact information, the IFA will also provide a copy of the addenda to the Proposer by email. Any questions related to this RFP must be received by the Authorized Representative in writing (email is acceptable) by October 26th, 2018. At the discretion of the Authorized Representative, responses to pertinent questions will be provided to all self-identified intended Proposers and posted on the IFA’s website in a fair and equitable manner. The Authorized Representative and pertinent contact information is as follows:

David Clark
Special Projects Manager
Indiana Finance Authority
317.234.8831
DClark2@ifa.IN.gov

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

A Proposal shall be delivered by email to the Authorized Representative at the email addresses provided above no later than 12:00 P.M. EST on November 16th, 2018 (the “Due Date”). The IFA shall disqualify any responses not received by such date or which does not follow the procedures and guidelines described in this RFP.

Following receipt of the Proposals, the Authorized Representatives may contact a Proposer for clarification or questions with respect to the contents of its Proposal, or request an interview with the Proposer if deemed necessary. Following a review period by the IFA, it is anticipated that a winning Proposer will be selected by November 29th, 2018. 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 Proposer’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 RFP and the selection of the Proposal.

Release of RFP	10/18/2018
Written Questions due by 2:00 pm	10/26/2018
Anticipated Joint Board Response to Written Questions	10/30/2018
Proposals Due by 12:00 pm	11/16/2018

Oral Interview Time Frame, if necessary	11/26/2018
Anticipated Contract Award Date	11/29/2018
*Note: All time references are Eastern Time Zone	

VIII. MISCELLANEOUS

Confidentiality of Proposal

The Proposer’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 Proposer, 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 Proposer to develop a redacted version of its Proposal, containing only those redactions consistent with the Public Records Act. The Proposer’s submission of a redacted form of its Proposal will confirm the Proposer’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 Proposer’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 Proposer, 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 Proposer 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 RFP. Respondents should submit questions about the intent or content of this RFP and request clarification of any and all procedures used for this RFP 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 RFP process.

Amendments to RFP

The IFA reserves the right to cancel this RFP, modify the RFP, modify the process, or the defined Scope of Services. This RFP 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 RFP is a binding offer valid for one hundred eighty (180) days after the RFP Due Date, unless specifically noted otherwise in the Proposal. If a Proposal is submitted before the RFP Due Date, the Proposer may withdraw its Proposal at any time prior to the RFP Due Date by submitting a written withdrawal request. Such withdrawal request must be addressed to the Authorized Representative and be signed by the Proposer's duly authorized representative.

A Proposer may submit an amended Proposal before the RFP 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.