

LSIORB Toll Collection System RFP

Question/Responses, Addendum 3

Q #	RBOC	ETC	OPS	Imposed Requirement	RFP Section/ # / Page	Reference Language	Vendor Question	LSIORB Response
1.				X	10.2.10 Termination for convenience	The Joint Board will pay the Contractor the sum of the following amounts for work performed prior to the effective date of the Notice of Termination for Convenience or Notice of Partial Termination for Convenience: (a) All amounts due for work completed by the Contractor and accepted by the Joint Board on the basis of agreed prices for the activities completed as defined in the Schedule of Values approved for the Project....	Proposer requests the following change: (a) All amounts due for work performed completed by the Contractor in conformance to the contract and scope of work, and accepted by the Joint Board on the basis of agreed prices for the activities completed as defined in the Schedule of Values approved for the Project	The reference language will remain the same.
2.				X	14.4.4 (a) Source Code Escrow	Software Source Code up-to-date by depositing all enhancements and modifications into the Source Code Escrow during the term of its existence as such enhancements and modifications are developed, completed or implemented...	Please confirm that requirement to update source code ends at expiration of contract or any maintenance term.	The requirement to update the source code ends at the expiration of the contract or any maintenance term whichever occurs later.
3.				X	Sole Discretion	General	Although proposer realizes that this may be the intent of the Board, proposer requests specific language in the contract stating that any decision based on the Board's sole discretion – be made on a reasonableness basis and executed in good faith.	No response to be provided.
4.				X	Formal Response to Questions	General	Please confirm that all changes the Board has agreed to make in its formal response to questions will be made part of any final contract.	No response to be provided.
5.				X	14.4.1 (a)	14.4.1 (a) The Joint	Proposer is in the	The reference

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					Ownership of Documents	<p>Board and the States' Parties and their respective agencies may also use, reproduce and make derivative works from the Design Documents (including licensed Software) in connection with the Joint Board's and/or its member States' and their respective agencies design of future projects. The Contractor grants the Joint Board and its member States and their respective agencies any permissions or licenses pursuant to copyright or other intellectual property laws to effectuate this grant of permission. The Joint Board similarly may distribute or make the Design Documents available to third parties who will or may provide services to the Joint Board or its member States and their respective agencies on future projects. The Joint Board's and its' member States and their respective agencies' use of the Design Documents either by itself or by distribution to third parties without Contractor's involvement or on other projects is at the Joint Board's, its member States' and their respective agencies' sole risk.</p>	<p>business of providing tolling software and systems tailored to each client's requirements. Based on our reading of this clause, the RFP/Contract seeks to remove that ability from Proposer by giving the Board, the States Parties and any of the agencies carte blanche use rights to use the software on any future project, into perpetuity. Proposer does not know the scope of any future projects so that it can adequately formulate pricing and it does not have a definitive timeline associated with such use right. Furthermore, it is neither clear whether the use is limited to design (as opposed to production) of any future project nor to which agencies/parties this use is limited. Contractor takes exception to the language as written.</p> <p>Proposer requests that the language be modified to provide Contractor with specific scope requirements of any future project anticipated (including whether the right is for design or production or both) so that it may provide pricing accordingly; that the language provide a specific and reasonable termination date of</p>	<p>language will remain the same.</p>

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							this right; and that the parties authorized to exercise this right be named. In lieu of that we would request that this section be deleted in its entirety as this requirement, as currently written, is well beyond the current project scope as well as any standard business practice.	
6.					3.8 Help Desk	<p>3.8 Help Desk</p> <p>Contractors shall be responsible for assisting the Joint Board or designees in answering user questions. All Contractors with the exception of the Operations Services Contractor shall provide a help desk. Proposers shall provide information regarding the help desk in their proposals. The purpose of the help desk is to assist with the resolution of issues that may occur regarding the toll collection system operations. It is critical that the Operations Services Contractor receive timely help desk assistance for matters that affect the ability to effectively use the back office system. The help desk shall log all inquires as to the nature of the inquiry, date of the inquiry, and resolution of the inquiry (whether immediately resolved or needs further action by the Contractor). The help desk shall be available by phone or email 24 hours x 7 days per week. Contractors providing a help desk shall provide</p>	Will the Joint Board please confirm that the RBOC Contractor is not required to provide an on-site resource for desktop and system support?"	The reference language will remain the same. It is up to the Proposer to fully explain how it proposes to provide the Help Desk support bearing in mind that on-site support for maintenance and software support is required.

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						the Joint Board, on a monthly basis, a summary log of help desk inquiries that clearly states the nature of the inquiries and whether or not any system or operations issue was resolved or remains outstanding.		
7.				X	Exhibit N Form of Proposal or Bid Bond	SURETY, are held and firmly bound unto the KENTUCKY TRANSPORTATION CABINET in its official capacity as agent of the Commonwealth of Kentucky, hereinafter called the CABINET, as oblige, in the penal sum of 5% of the total bid (\$ DOLLARS)	Please confirm that Exhibit N will be in line with Q/A Response to Addendum 2, Question #38, that "The change will be made. Maintenance Cost do not have to be included when making the Bid Bond amount calculation".	It is confirmed that the bid bond shall be the percentage required for the value of the proposal excluding the value of the Maintenance Periods.
8.				X	Responses to Questions 06.21.2013 #5	Joint Board response: "The bid bond percentage is statutorily required for Kentucky construction contracts. The change will not be made. KRS 45A.185"	This project is a technology implementation (HW & SW) project with ongoing maintenance with only a very small construction component (vault structures). Technology and services contracts in the state of Kentucky do not have the 5% bid bond requirement. Can the Joint Board reduce the bid bond requirement to just the construction portion of the total scope? Also – can the Joint Board please respond as soon as possible to this question as there is significant lead time in processing a bid bond.	The reference language will remain the same.
9.							Are prevailing wage rates also required on the maintenance	The contractor will be required to use the rates

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							portion of the project or only the construction portion?	specified by federal and state (Commonwealth of Kentucky) law.
10.							Will DOTs, or an entity contracted directly by the JB, inspect the RBOC Contractor's work or is the RBOC Contractor expected to contract and pay for related inspections?	It is incumbent upon the Contractor to ensure that all equipment is installed correctly. The Joint Board may also require an independent inspection which the Joint Board will pay for.
11.							<p>Will the ETC Contractor provide cabling, power, cabinets, racks, and installation costs for AVI-related equipment, or is the RBOC Contractor expected to accommodate this cost and design within our proposal? Selecting one ETC vendor will result in significantly higher infrastructure costs than another vendor.</p> <p>Since the ETC vendor is not known at this time, it would be responsible for the RBOC Contractor to account for the higher potential cost in their bid.</p> <p>However, if the RBOC Contractor includes the potential higher cost solution within the RBOC proposal cost, the JB could be burdened with additional unnecessary costs if the less costly ETC Contractor is ultimately selected. We would</p>	<p>The ETC Contractor will provide the antennae and readers. The RBOC Contractor will provide all other necessary equipment to ensure a working system. As stated in the RFP the RBOC and ETC Contractors are required to coordinate with each other for the successful implementation of the roadside tolling system.</p>

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							respectfully request that the JB consider including any AVI-related infrastructure and requirements like cabinets, conduit, etc in the ETC Contractor's component since these costs would be directly tied to the ETC vendor chosen anyway and their requirements for their own solution rather than the RBOC Contractor assuming potential worst case scenarios for cost.	