

STATE OF ILLINOIS
REQUEST FOR PROPOSALS (RFP)
CONTRACT - P3 DELIVERY #16001 – VARIOUS COUNTIES

ADDENDUM NO. #1

The purpose of this addendum is to transmit “Questions and Answers Set #1. All other terms and conditions of the original RFP Notice and any addenda are unchanged. IDOT will continue to publish addenda to provide responses to questions as required. Please check the Illinois Transportation Bulletin daily. Email RFP Solicitation Contact Roger L. Driskell at Roger.Driskell@illinois.gov for questions concerning this addendum and the RFP.

February 3, 2016

Questions and Answers Set # 1

Question # 1	
Question:	Sections 1.3 and 1.4 – The Agreement provides for the State’s ability to terminate for convenience or cause. Proposer needs the ability to terminate for cause or as required by legal/regulatory/professional obligations.
IDOT Response:	This is satisfied under 1.3(b) “the Vendor has notified the State that it is unable or unwilling to perform the contract”.

Question # 2	
Question:	Section 6 - Discuss the applicability of a “time is of the essence” provision.
IDOT Response:	This is to make you aware that time is of the essence and we expect work to progress as stated.

Question # 3	
Question:	Section 10 - Our clients may own our reports and other deliverables provided to them, subject to restrictions on their distribution to third parties and our retention of ownership of certain data, modules, methodologies, leading practices, and specifications developed or used by Proposer or its licensors, or to which Proposer otherwise has rights, including enhancements and improvements developed in the course of performing the services.
IDOT Response:	Refer to Attachment DD, Section 10.

Question # 4	
Question:	Section 11 – We generally neither request nor provide indemnities. We do on occasion agree to mutual indemnities with our clients for bodily injury or damage to tangible property to the extent directly caused by our negligence or misconduct, and for intellectual property infringement caused by our reports, subject to customary commercial exceptions. We generally limit our total aggregate liability under an agreement to the fees paid to Proposer for the services under which any liability is principally alleged to arise and clarify that any claims brought by the State would be against Proposer and not its personnel.
IDOT Response:	Requirements are as noted in the Request for Proposal.

Question # 5	
Question:	Section 17 – Our firm policy favors the speedy and amicable resolution of disputes through mediation and binding arbitration conducted in accordance with the Rules for Non-Administered Arbitration of the CPR International Institute for Conflict Prevention and Resolution and so to the extent a dispute is not settled after good faith discussions, we request the addition of a mediation/binding arbitration provision.
IDOT Response:	This is in accordance with state law.

Question # 6	
Question:	Section 25 – We request confirmation that we will not be providing any supplies under this Agreement. Proposer would agree to perform the service in a professional and workmanlike manner in accordance with applicable professional standards, including those established by the AICPA.
IDOT Response:	There are no supplies required. Requirements are as noted in Section 1.

Question # 7	
Question:	Clarify the following For section 2 – Pricing (page 19): Section 2 indicates that the fully loaded hourly rates as submitted by an offeror will be utilized for this contract. Are there any rate or overhead caps on this project? Please confirm that this contract does not follow the “standard” IDOT contract in which there are maximum rates based upon classifications as well as overhead rate caps and specific formulas used to calculate invoicing rates.
IDOT Response:	There are no set rates or overhead caps on this project. Note Section A.17 and Section D.3 for additional information on pricing and other sections in the Request for Proposal.

Question # 8	
Question:	Is the Standard Subcontractor Certification form as referenced in Attachment FF, #3 identical to the Standard Certifications found in Attachment GG? If not, can you provide the current Standard Subcontractor Certification form?
IDOT Response:	Yes, the Standard Subcontractor Certification form as referenced in Attachment FF, #3 is identical to the Standard Certifications found in Attachment GG.

Question # 9	
Question:	Are subcontractors also required to provide Attachment HH, Financial Disclosures and Conflicts of Interest?
IDOT Response:	Yes, Subcontractors are required to provide Attachment HH, Financial Disclosures and Conflicts of Interest, if they meet the requirements noted in Attachment HH, Section B.

Question # 10	
Question:	Is it necessary for the Consultant to be registered as a Municipal Advisor?
IDOT Response:	The RFP, as written, does not require a Municipal Advisor; but, depending on delivery options and financial options, one may be required. We expect the selected proposer to provide all services needed.

Question # 11	
Question:	Will the Consultant be asked to provide any advice or recommendations with respect to the structure, timing or terms of municipal financial products or the issuance of municipal securities?
IDOT Response:	Yes

Question # 12	
Question:	Does IDOT have a registered Municipal Advisor under separate contract or general retainer that can provide IDOT advice with respect to the structure, timing or terms of municipal financial products or the issuance of municipal securities?
IDOT Response:	No

Question # 13	
Question:	Our team includes full capability in travel demand and toll revenue forecasting, however “financial grade” forecasting has specific considerations related to liability and exposure. Please clarify if and when conduct of “Financial Grade Traffic and Revenue Study” is required
IDOT Response:	The determination of the need for a Financial Grade Traffic and Revenue Study has not been made. This will depend on the project delivery model. It is possible a Financial Grade Traffic and Revenue Study will be required.

Question # 14	
Question:	Would the Consultant be precluded from working on any future IDOT projects (e.g., providing engineering services) as a result of providing financial services under this contract?
IDOT Response:	This would be handled on a case by case basis. But, if a consultant works as an advisor to IDOT, they would likely not be able to propose on the procurement of the project.