

RESOLUTION JB-2013-7

**RESOLUTION OF JOINT BOARD AMENDING RESOLUTION JB-2013-2
AUTHORIZING PROCUREMENT OF TOLL SYSTEM INTEGRATOR AND
OPERATOR SERVICES AND RELATED MATTERS**

WHEREAS, the State of Indiana and the Commonwealth of Kentucky have jointly undertaken a project to improve cross river mobility over the Ohio River between Louisville and Southern Indiana, authorized by the Federal Highway Administration in its revised Record of Decision dated June 20, 2012 (the "Project"); and

WHEREAS, the Indiana Finance Authority ("IFA") and the Indiana Department of Transportation ("INDOT") have been authorized to participate in the Project on behalf of the State of Indiana, and the Kentucky Public Transportation Infrastructure Authority ("KPTIA") and the Kentucky Transportation Cabinet ("KYTC") have been authorized to participate in the Project on behalf of the Commonwealth of Kentucky; and

WHEREAS, IFA, INDOT, KPTIA and KYTC (collectively the "States' Parties" and each individually a "State's Party") have (together with the Louisville and Southern Indiana Bridges Authority) entered into a Bi-State Development Agreement effective December 17, 2012 (the "Development Agreement") as well as an Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project effective as of December 17, 2012 (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement and the Development Agreement call for the selection of a "Toll System Integrator" and an initial "Toll Operator" for the Project, and for the execution and delivery of a "Toll System Integrator Agreement"; and

WHEREAS, pursuant to Resolution JB-2013-2, KYTC was authorized to procure one or more toll system integrators, a toll advisor and an initial toll operator using its design build powers contained in Part I, A., 4., (12) of Kentucky H.B.2 adopted in 2012SS (the "Kentucky Statute"); and

WHEREAS, KYTC has successfully procured the services of Computer Aid, Inc. as toll integrator advisor, pursuant to Resolutions JB 2013-2 and JB 2013-5; and

WHEREAS, this Joint Board, in accordance with the requirements of its amended bylaws, wishes to amend its previous authorizations contained in Resolution JB-2-13-2 to authorize (i) IFA to exercise necessary and appropriate powers delegated and shared under the Interlocal Agreement in order to procure one or more toll system integrator(s) and a toll system operator in one or more procurements, and (ii) INDOT to procure an ETC contractor for and on behalf of the Joint Board and the States' Parties; and

WHEREAS, this Joint Board wishes to request the Bi-State Management Team and its Steering Committee to support (or to cause support to be provided to) IFA and INDOT in the procurement efforts authorized hereby.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. This Joint Board hereby authorizes (i) IFA to undertake procurements for the services of toll system integrator contractor(s), and an initial toll system operator, pursuant to its powers contained in Indiana Code 8-15.5, and (ii) INDOT to undertake a procurement for an ETC contractor, pursuant to its power under Indiana Code 8-23, Indiana Code 5-22 and 105 IAC 12, collectively (the "Indiana Statute").
2. The powers contained in the Indiana Statute are within the scope of the Interlocal Agreement and are specifically referenced in Section 7.03.02 thereof.
3. IFA is authorized to undertake the procurement or procurements referenced above on behalf of the Joint Board prior to April 30, 2014, and INDOT is authorized to undertake the procurement for an ETC contractor on behalf of the Joint Board prior to December 31, 2014, all in accordance with the directions, specifications or requirements of the Development Agreement, and resolutions of this Joint Board.
4. With respect to their respective contractor procurement or procurements, IFA and INDOT are each authorized to utilize an RFP process, calling, if appropriate, for both technical and pricing proposals, following the requirements of federal law and the respective state statutes and the policies and procedures of IFA and INDOT, respectively, as amended. The Joint Board hereby ratifies and approves any preliminary actions taken with respect to any such procurement.
5. IFA and INDOT shall report to the Joint Board on their respective evaluation of bidders for the procurements and the ranking of top proposers under each such procurement effort in accordance with paragraph 7 below and Exhibit A hereto (or, shall report to the Joint Board that no acceptable proposals have been received and all proposals have rejected). The reports to the Joint Board shall include a description of the evaluation process and relevant scores and shall recommend the apparent best value offeror or offerors to the Joint Board, if any, for approval by the Joint Board of the best value offeror(s). The Joint Board may approve a best value offeror for each such component of the positions.
6. Upon approval by the Joint Board of the best value offeror(s), IFA and INDOT shall each negotiate one or more Agreements with the respective offeror(s), and shall recommend such Agreement(s) to the Joint Board for approval by resolution of the Joint Board. IFA and INDOT may each solicit best and final offers from said offeror(s) as part of the negotiation process.
7. IFA and INDOT are each directed to include the other States' Parties as equal partners in the procurements authorized hereunder, and are each authorized to solicit assistance from the Steering Committee, the Bi State Management Team, the toll advisor and the States' Parties in pursuit of this procurement process. The project management plan for such authorized procurement(s), in accordance with the Bylaws of this Joint Board, are set forth in attached Exhibit A. The various agreements authorized hereby shall specify the payment or performance obligations of any member entities of the Joint Board under said Agreement(s).

8. Subject to approvals required in paragraphs 5-7 above, IFA and INDOT are each authorized to take any other steps necessary to complete the procurement and hiring of the respective contractors described herein.

Approved this 11th day of September, 2013.

INDIANA FINANCE AUTHORITY

By: 

Kendra W. York, Public Finance Director
of the State of Indiana

INDIANA DEPARTMENT OF
TRANSPORTATION

By: 

Robert F. Tally, Jr., Designee of
Commissioner

KENTUCKY PUBLIC TRANSPORTATION
INFRASTRUCTURE AUTHORITY

By: 

Lori H. Flanery, Vice Chair

KENTUCKY TRANSPORTATION CABINET

By: 

Michael W. Hancock, P.E., Secretary of the
Transportation Cabinet

EXHIBIT A

PROJECT MANAGEMENT PLANS FOR AUTHORIZED PROCUREMENTS

Integrator and Operator:

Contracting Party: IFA, which shall conduct the procurement(s) in accordance with IC 8-15.5, with participation in preparation, review and evaluation of procurement solicitation and proposals by the Non-Contracting Party Representatives, in the manner provided in Section 6.6 of the Bylaws of the Joint Board.

Non-Contracting Party Representatives:

KYTC: _____ and _____
KPTIA: _____
INDOT: _____ and _____

Staffing: Staffing and support, and related costs or expenses, for each of the Contracting Party and the Non-Contracting Parties shall be the responsibility of such Party.

Disputes: Section 6.7 of the Bylaws shall apply.

Costs of Procurement: Any third party costs incurred during the process of procurement shall be the shared responsibility of the Indiana Parties and the Kentucky Parties on an equal basis. Costs of each contract shall be allocated as provided in such contract.

ETC Contract:

Contracting Party: INDOT, which shall conduct the procurement(s) in accordance with the Indiana Statute, with participation in preparation, review and evaluation of procurement solicitation and proposals by the Non-Contracting Party Representatives, in the manner provided in Section 6.6 of the Bylaws of the Joint Board.

Non-Contracting Party Representatives:

KYTC: _____ and _____
KPTIA: _____
IFA: _____

Staffing: Staffing and support, and related costs or expenses, for each of the Contracting Party and the Non-Contracting Parties shall be the responsibility of such Party.

Disputes: Section 6.7 of the Bylaws shall apply.

Costs of Procurement: Any third party costs incurred during the process of procurement shall be the shared responsibility of the Indiana Parties and the Kentucky Parties on an equal basis. Costs of each contract shall be allocated as provided in such contract.