Logo Program RFP Questions & Answers

1. The RFP notes that on the I-90 Toll Road, INDOT implements the LOGO program only for lodging, camping, and attraction services (not gas or food). If any currently free Interstate or freeway corridor is converted to a toll road during the term, would the same category restriction apply — removing gas, food, and potentially EV-charging logo signage from that corridor — and, because that would materially reduce program revenue, would INDOT provide an equitable adjustment to the guaranteed annual remittance and revenue projections to account for the change?

   The I-90 Toll Road has service plazas with gas and food (and EV charging) services so there was mainly a need for lodging, camping, and attraction services in the logo program on the I-90 Toll Road. If tolling is expanded to other interstates or freeways in Indiana, INDOT does not anticipate that service plazas will be built, so the logo program will continue to be for all of the service types in 105 IAC 9-4. However, if new service plazas are built on a newly tolled interstate or freeway the contract with the selected Contractor would need to be amended to provide an appropriate adjustment.

2. §2.1 states that "all costs for marketing, fabrication, installation, operation, and maintenance shall be funded …by the Contractor(s)," yet §2.2.14 establishes a process for "estimates for work to be completed for which the Contractor is not financially responsible." Please provide examples of the work referenced in §2.2.14 for which the Contractor is "not financially responsible" (e.g., signs removed, reinstalled, or relocated under a State construction contract or INDOT-specified removal).

   Logo signs and TODS that are affected by INDOT construction projects will be removed or relocated under the construction contract and the cost will be paid for by INDOT out of the construction project budget.

3. §2.2.7.4 implies participants are billed annually. Is annual billing required, or may participants be billed monthly or quarterly?

   Logo and TODS customers may be billed monthly, quarterly, or annually.

4. §5.2 asks that the Contractor's plan be "data-driven and aligned with INDOT's modernization goals." ILSG is committed to a close, collaborative partnership in modernizing the program, so to build the right team it would help to understand: (a) INDOT's modernization goals, objectives, and the success metrics INDOT will use to measure them; (b) the INDOT roles and points of contact the Contractor will work alongside, and how responsibilities and decisions are shared; (c) the level of involvement INDOT would like in shaping operations and the technology platform, and the collaboration/check-in cadence that best suits INDOT; and (d) whether INDOT envisions a cross-functional effort and, if so, which divisions or teams (e.g., Traffic Administration, IT / Indiana Office of Technology, Procurement, Legal) we would coordinate with.

   INDOT's modernization goals for the LOGO Signing Program include improved inventory management so that the assets can be shown with other signs on a GIS layer and the GIS layer for the LOGO Signing Program assets includes the attributes that are currently on spreadsheets. The modernization goals also include replacing or refurbishing older signs so that the reflective sheeting is in good or fair condition. Based on INDOT's current organization, the selected Contractor would work primarily with staff in the Office of Traffic Administration and the

ESRI/GIS Product Team in the Information Technology Business Unit. INDOT staff would be involved as needed and INDOT anticipates that monthly progress meetings would be needed, especially at the beginning of the contract.

5. §3.2 requires INDOT's written approval to replace any of the seven (or more) Key Personnel, requires the Contractor to submit the replacement's resume within 15 calendar days of a vacancy or notice of change, and deems a replacement approved if INDOT does not respond within 15 days of receiving complete documentation. Because recruiting, vetting, and obtaining approval for a qualified replacement often takes longer than 15 days, will INDOT: (a) confirm the 15-day submission clock runs from the Contractor's identification of a qualified candidate rather than the date of vacancy; (b) allow that timeline — along with an interim or acting coverage arrangement during recruitment — to be mutually agreed on a case-by-case basis, provided the Contractor promptly notifies INDOT of the vacancy and its recruitment plan; and (c) commit to an expedited INDOT review and-approval turnaround — shorter than the current 15-day default window — for proposed replacements and interim designees, so approved personnel can be onboarded promptly and without program disruption?

   When a vacancy arises during the contract term, the selected Contractor will have 15 days to provide a notice of change with the person who will fill the role on an interim (or permanent) basis. If the role is filled on an interim basis, the selected Contractor will have another 15 days to provide a notice of change after a qualified replacement candidate is identified. INDOT anticipates responding sooner than 15 days but may need the full amount of time to review and respond. However, key personnel positions may be double slotted for a period so that a key person who is retiring or leaving has an opportunity to train his or her replacement.

6. §4 bars award to any firm, parent, or subsidiary that "owns, operates, manages, or derives direct or material revenue from" out-of-home/billboard displays "within or adjacent to Indiana highway rights-of-way," and requires disclosure "if such a conflict arises during the contract." If a Contractor or affiliate acquires, or merges with, a qualifying billboard company during the term, what cure does §4 require — disclosure, divestiture, mitigation, or default?

   INDOT has concerns with how the LOGO Signing Program in Indiana would operate if the Contractor is the parent company, subsidiary company, or an affiliate company of a commercial outdoor advertising business, particularly with the marketing to potential customers and at exits where there are potential customers on waiting lists. If the selected Contractor should obtain an interest in a commercial outdoor advertising company during the contract, INDOT would at minimum need a mitigation plan that shows how potential customers will not be steered towards the commercial outdoor advertising business.

7. §5 provides that all databases, imagery, GIS layers, and digital files are the "sole property of INDOT," delivered at contract end. Please confirm that this data-ownership provision is limited to INDOT's program data and does not transfer the Contractor's (or its technology partner's) underlying software, application code, configurations, methodologies, or third-party licenses (e.g., Esri/Microsoft). At contract end — whether INDOT transitions to another contractor or brings the program in-house — may the Contractor retain and reuse its proprietary software, licensing, and customized technology for its own business purposes outside Indiana, including to manage another state's privatized logo/TODS program?

The contract will require putting the LOGO Signing Program inventory on a GIS layer that is on an INDOT server. The selected Contractor will have access to the GIS layer during the contract term. The software and devices that the selected Contractor purchases and uses to access the GIS layer will remain the property of the Contractor. Copies of the GIS layer inventory data on any quarterly reports or annual reports may also be retained by the selected Contractor.

8. The future-state program is self-funded with no asset buy-out at contract end (§2.1, §6.6), so the Contractor recovers all capital investment through operations during the term. Would INDOT consider allowing the Contractor to offset INDOT pre-approved capital expenditures — for example, new sign structures, EV signage, and technology — against the revenue-sharing amount otherwise payable to INDOT (§A.4.2)? Reducing the near term revenue share to fund this reinvestment would support continued modernization and grow the program's revenue base, and INDOT's long-term share of it, over the life of the contract.

   Price proposals that offer more revenue sharing will be scored higher than those that offer lower revenue sharing. However, the revenue sharing may vary by contract year.

9. §6.4 requires a Market-Based Revenue Plan using AADT counts and "market-value analysis to ensure equitable pricing," but the RFP sets no benchmark for what INDOT considers fair market value. Some privatized programs establish that benchmark through published, AADT-tiered fee schedules, and some price on a cost-per-thousand impressions (CPM) basis and require any fee change to be justified by market-rate analysis. (a) Will INDOT confirm that Offerors may demonstrate fair market value by referencing such AADT- and CPM-based rate schedules from other privatized logo programs? (b) Recognizing that §6.4 also calls for pricing that encourages participation by small, rural, and minority-owned businesses (and §6's goal of equitable access), how will INDOT weigh fee reasonableness for these participants against its revenue-growth objectives where the two are in tension — for example, at low-AADT rural interchanges?

   INDOT is interested in proposals that implement a tiered fee schedule based on AADT or CPM. There are some interstate segments in Indiana with an AADT less than 10,000 and other segments with an AADT over 100,000 so a flat fee schedule does not seem equitable. However, it is expected that the higher fees would only be established for segments with above average AADT or CPM.

10. §7 (Performance Metrics) sets a Revenue Growth KPI of "Annual increase ≥ 6% year-over-year," and §C.6 (Performance Review and Corrective Action) provides that performance "inconsistent with contractual standards" may prompt a written finding and a Corrective Action Plan and "may affect performance evaluation or contract standing." To price and plan to this standard accurately, will INDOT clarify: (a) the revenue base against which the 6% is measured — whether it is total program revenue; whether it counts revenue from new and innovation driven sources, potential program modification including potential transition of the I-90 Toll Road and any future toll-road conversions, and timing of market-based rate adjustments contemplated by §6.4; and how revenue already committed under long-term, fixed-rate participant leases — which by their terms cannot increase year over-year — is treated in the calculation; (b) whether the 6% is a binding performance requirement subject to remedies (such as the liquidated-damages or default provisions of the Attachment G sample contract) or an aspirational target managed through the §C.6 corrective-action process; and (c) how the standard is applied in a year when revenue is suppressed by factors outside the Contractor's control — for example, declining AADT, an economic downturn, or INDOT construction that closes ramps or covers signs — since §C.6 does not currently provide an equitable adjustment for such circumstances?

The 6% year-over-year revenue growth is an aspirational target that would be managed through a Corrective Action Plan in contract years when it is not met. With the addition of EV charging and other logo program updates in [LSA Document #26-114](#) as well as the implementation of tiered pricing, the 6% year-over-year revenue growth appears attainable during the contract term. However, for factors that are outside the Contractor's control such as an economic downturn, the Corrective Action Plan may identify those factors and identify contingent actions that depend on outside factors being resolved.

11. The estimated ~$18M asset buy-out (§A.4) is defined as the installed signs (16-year straight-line depreciation) plus the present value of customer leases. As the RFP is written, it does not appear to capture two categories the current contractor will still carry at term-end: (a) on-hand inventory not yet installed — including structural steel, sign panels, and other materials stocked for required new construction, maintenance, and repairs; and (b) installation and maintenance work completed through the end of the term but not yet billed or collected. Consistent with the "Transition Fairness" principle (§6.6), will INDOT confirm how the outgoing contractor is made whole for these items — for example, through a final reconciliation or true-up in addition to the asset buy-out — and the timing of any such payment?

    Scenario 2 provides a summary of the existing contract buy-out language. The specifics of any buy-out will be addressed separately from this RFP.

12. The RFP (§A.4) states that "Offerors must indicate the minimum fixed payment if INDOT acquires the program assets described in Attachment F (Scenario 1) and the minimum fixed payment if the Offeror must absorb this cost… (Scenario 2)," and the ten-year revenue projection is required "under both Scenario 1 and Scenario 2." Please confirm whether Offerors are required to submit pricing under both Scenario 1 and Scenario 2, or whether an Offeror may submit a proposal under only one of the two scenarios.

    An Offeror may submit a price proposal for only one of the two scenarios in Section A.4 of Attachment A.

13. Under Scenario 1 (§A.4), INDOT would acquire the existing program assets described in Attachment F (estimated at ~$18M). To help Offerors plan and price accurately, could INDOT clarify how the acquisition would be structured and timed, and how it would relate to the buy-out provisions in the current Logo/TODS and Expressway contracts?

    The specifics of any buy-out of the existing contract will be addressed separately from this RFP.

14. To meet the "audited statements or equivalent" Financial Capability standard (§B.3.1.d), will INDOT provide examples of the documentation it will accept as an "equivalent" demonstration of solvency and capacity to finance the program?

    To document financial capability, INDOT is looking for audited financial statements (i.e. balance sheet, income statement, and cash flow statement) that an independent Certified Public Accountant has verified.

15. §10 and Attachment B set out the 100-point evaluation criteria but reference no Indiana-based preference. Does the evaluation award any preference or points to Indiana-based firms — for example, the State's "Buy Indiana" preference (IC 5-22-15)?

    INDOT is checking on the Buy Indiana preference, if any, for this type of RFP. If a Buy Indiana preference applies the scoring information in Attachment B will be revised and the submittal deadline will be extended.

16. Attachment C (item 9) requires the initial "full geospatial (ArcGIS) inventory and condition assessment" within 6 weeks, but — unlike the other Attachment C deliverables, which run "… of award" — item 9 states no start point. (a) Does the 6-week clock begin at notice of award, notice to proceed, or contract execution? (b) So that Offerors and their GIS partners can scope, resource, and schedule the work accurately, what scope and level of detail define a "complete" deliverable?

    The clock starts for the Asset Inventory and Condition Assessment on January 1, 2027, or the first day of the contract term, whichever is later.

17. The RFP permits Offerors to submit proposals for (1) the I-90 Toll Road LOGO Signing Program only, (2) the statewide LOGO Signing Program excluding the Toll Road, or (3) both. However, the evaluation methodology does not appear to describe how these proposal options will be evaluated relative to one another or how INDOT will determine whether to award a standalone I-90 Toll Road contract versus a single contract encompassing both programs. To provide Offerors with a clear understanding of the procurement and encourage meaningful competition for each available scope, could INDOT clarify how proposals for the I-90 Toll Road-only program will be evaluated and whether they will be considered independently based on the merits of that scope, rather than in comparison to proposals offering administration of both the statewide and Toll Road programs?

    The scoring for the I-90 Toll Road will use the proposal evaluation matrix in Attachment B and it will be separate from the scoring for the and the remainder of the LOGO Signing Program. An Offeror interested in bidding on both would need to have the highest score on both the I-90 Toll Road and the remainder to receive the contract award for the entire LOGO Signing Program in Indiana.

18. The RFP expressly permits Offerors to submit proposals solely for the I-90 Toll Road LOGO Signing Program. However, many of the administrative, staffing, operational, and technology requirements (including maintaining an Indiana office, providing the full complement of Key Personnel, dedicating specified staff time to the contract, and implementing the prescribed technology platform) appear to be structured around administration of the statewide program rather than the comparatively limited I-90 Toll Road inventory (38 mainline logo signs, 28 trailblazer signs, and 23 ramp signs). To encourage competition while ensuring successful program delivery, would INDOT confirm that Offerors proposing only the I-90 Toll Road program may propose a right-sized operational approach commensurate with the scope of the contract, including the use of qualified subcontractors and existing technology solutions, provided the Offeror demonstrates the experience, resources, accountability, and ability to meet contract performance requirements?

    Yes, an Offeror submitting a proposal solely for the I-90 Toll Road may submit a right-sized operational approach due to the smaller scale of that part of the program.

19. The RFP requires Offerors to propose a guaranteed annual remittance and revenue sharing structure for the I-90 Toll Road program; however, it is not clear how the financial relationship between the Contractor, INDOT, and the Indiana Toll Road is intended to function for a Toll Road-only award.

    Could INDOT clarify the contractual and financial structure for the I-90 Toll Road program, including:
    - Whether the contract will be administered solely by INDOT or in coordination with the Indiana Toll Road Concession Company;
    - To whom guaranteed annual remittances and any revenue-sharing payments will be made;
    - Whether the I-90 Toll Road has historically participated in a revenue-sharing model, and if so, how that model has been structured; and
    - Whether INDOT can provide historical financial information for the I-90 Toll Road program, including annual gross revenues, guaranteed remittances, occupancy rates and occupancy trends, average participation fees by logo category, the number of active customers by category, and other historical performance metrics to assist Offerors in developing realistic financial proposals.

    INDOT first authorized lodging, camping, and attraction logo signs for the I-90 Toll Road in 2000. INDOT began receiving 10% of the gross commercial advertising charges in 2007 (the 10% was statewide, including the logo signs for the I-90 Toll Road), and the revenue sharing percentage increased to 15% beginning in 2017. For a few years, INDOT shared 20% of the amount it received with the Indiana Office of Tourism Development before that agency was reorganized as the Indiana Destination Development Corporation.

    The guaranteed annual remittance and revenue sharing payments in the proposal should be treated as the amount of money that would be directly transferred directly from the LOGO Signing Program to the State of Indiana through INDOT. For the I-90 Toll Road program the guaranteed annual remittance and revenue sharing amount may be based on a percentage of the gross commercial advertising charges, or it may be based on a space rental fee for the logo trailblazer signs that are on the state highway system maintained by INDOT, or an alternative method identified by the Offeror.

    Attachment F includes the installation date for each sign. These dates indicate how the program has grown over the years. Additional information about how the LOGO Signing Program on the I-90 Toll Road has changed over time can be gleaned from Google Street View or other navigation websites that include recent and historical images of the interstate.

20. The Price Proposal requires Offerors to submit financial proposals under two scenarios: (1) INDOT acquires the existing program assets prior to contract commencement, and (2) the Offeror absorbs the estimated value of the existing program assets, including the depreciated value of physical assets and the present value of existing participant agreements discounted at 8 percent. However, it is not clear how these assumptions apply to Offerors submitting a proposal solely for the I-90 Toll Road LOGO Signing Program or how they align with the transition provisions described elsewhere in the RFP.

    Could INDOT clarify the following:
    - For an I-90 Toll Road-only proposal, what portion of the estimated program asset value is attributable to the Toll Road program?

- Under Scenario 2, are Offerors expected to compensate the outgoing contractor (or another party) for the value of the existing participant agreements or other program assets?
- If so, how are Offerors expected to evaluate and assume the remaining value of participant agreements without information regarding customer contract terms, renewal history, cancellation provisions, or collection risk?
- If participant agreements are included in the asset valuation, what protections or adjustments will be provided if agreements terminate early, fail to renew, become uncollectible, or otherwise do not generate the projected revenue following contract transition?
- Alternatively, under either pricing scenario, will the successful Contractor simply assume administration of the existing participant agreements, including outstanding revenue collection, without any acquisition or transfer payment?

The I-90 Toll Road portion is about 2% of the LOGO Signing Program. Attachment F includes the installation date for each sign, the size of each sign, and each customer so it is possible to determine how many signs have been fully depreciated and estimate the remaining asset value for signs that are less than 16 years old. For the present value of the leases, it is possible to estimate the average remaining lease term. Scenario 2 provides a summary of the existing contract buy-out language. The specifics of any buy-out will be addressed separately from this RFP but the selected contractor will need to send invoices to customers prior to January and would be responsible for collecting customer lease income beginning in January.

21. In the event the I-90 Toll Road program and the remainder of the Indiana LOGO Signing Program are awarded to separate contractors, how will existing participant agreements that include both Toll Road and non-Toll Road locations be administered during the transition and renewal process? Will the successful Contractor assume administration of the existing participant agreements through their remaining terms, or will existing participants be required to execute new participation agreements upon transition?

    Customer leases under the existing contract may be assigned to INDOT or to another party by the existing contractor. In the event that the I-90 Toll Road program is awarded to a different contractor than the remainder of the LOGO Signing Program and there are customer leases that include signs in both programs these leases will be assigned in a way that lets both contractors receive the appropriate amount from the leases.

22. Could INDOT provide a summary of the current I-90 Toll Road participant agreements, including the number of active contracts, average remaining contract term, renewal schedule, and any customer options or termination provisions that may affect transition planning?

    The 36-month lease agreement templates have been added as an additional resource below the logo sign location lists for the Logo Program RFP. Customer lease agreements may also be for 12-months and 24-months. The present value of the leases is anticipated to be between 80% and 88% of the cost of the program assets.

23. Section 6.2.1 of the RFP identifies an expected service life of 25 years for logo sign panels. Based on the "Place in Service Date" information provided in Attachment F, a substantial portion of the I-90 Toll Road inventory appears to be approaching or beyond that expected service life. Our review indicates that:
    - 19 of the 38 mainline logo signs have been in service for more than 20 years;
    - 36 of the 38 mainline logo signs have been in service for more than 13 years;

- 8 of the 28 trailblazer signs have been in service for more than 20 years; and
- 7 of the 23 ramp signs have been in service for more than 25 years.

To enable Offerors to accurately assess lifecycle costs and develop realistic financial proposals, could INDOT clarify its expectations regarding replacement or refurbishment of the existing I-90 Toll Road inventory during the initial years of the contract? Specifically, for a Toll Road-only award, will any existing capital funding or asset replacement funding be available for required lifecycle replacements, or should Offerors assume that all replacement and refurbishment costs are funded solely through revenues generated under the contract, particularly given the relatively low current occupancy of the I-90 Toll Road inventory (approximately 36%), as reflected in Attachment F? The combination of a relatively small asset base, significant vacant inventory, and an aging sign inventory could require substantial upfront capital investment before the program reaches its full revenue potential.

Existing signs that are older than 25 years do not need to be replaced but should be refurbished with new reflective sheeting, on 0.06 or 0.08 inch aluminum substrate, see example below. The schedule for refurbishing older signs and removing any vacant signs should be included in the proposal.


(before cleaning)


(installing sections after cleaning)

24. The RFP requires Offerors to achieve 6% annual revenue growth. However, maximizing long-term program participation and total revenue may require flexibility in customer pricing, contract terms, renewal structures, and annual escalation schedules based on market conditions. Could INDOT clarify whether the 6% annual revenue growth requirement applies to an I-90 Toll Road-only contract and whether Offerors may propose alternative, market-based commercial strategies that are supported by market analysis and designed to maximize long-term participation, occupancy, customer retention, and total program revenue?

    The administrative rulemaking for the logo program in LSA Document #26-114 includes a proposed change to 105 IAC 9-4-7(a) that would allow logo signs at freeway-to-freeway interchanges where there is also a ramp to a conventional road. This would allow logo signs on the I-90 Toll Road at Exit 10, 17, 21, or 72 so there will likely be an opportunity to expand the logo program on I-90. However, due to the smaller scale of the logo signing program on I-90 annual revenue growth lower than 6% may be submitted in a proposal.

25. Attachment F indicates that the I-90 Toll Road inventory currently consists exclusively of lodging, camping, and attraction logo signs, of which only 92 of 254 available logo spaces are occupied (36.2%), leaving nearly two-thirds of the inventory vacant. While the current I-90 Toll Road program does not include food and fuel logo signs, numerous toll authorities have successfully incorporated these categories, recognizing that motorists may seek services not available at a service plaza, prefer a particular brand or retailer, or simply choose to exit between widely spaced service plazas. Expanding or modifying the I-90 Toll Road program to include food and fuel has

the potential to better align the program with evolving traveler demand, improve utilization of the available inventory, increase participation and revenue, provide additional opportunities for local businesses, and complement the services already available at the Toll Road service plazas. In light of the RFP's objectives to maximize participation, revenue potential, and modernize the program, would INDOT consider expanding or modifying the I-90 Toll Road LOGO Signing Program to include food and fuel categories?

*The restriction limiting logo signs at exits on the I-90 Toll Road to lodging, camping, and attractions, **may** be rescinded or modified during the contract term after a review by INDOT and the Indiana Finance Authority.*

26. **RFP, p. 1, Anticipated Schedule**
The Anticipated Schedule provides that questions are due by June 26, 2026, at 4:00 p.m. and that, "[i]f elected by INDOT," answers to questions will be issued on July 6, 2026. The INDOT Procurement Vendor Manual states that "[p]rospective vendors should inform the buyer if the specifications or other bidding requirements are faulty, unnecessary, or inhibit competition. Inquiries concerning inappropriate specifications should be brought to the buyer's attention as soon as possible, so any valid issues can be addressed in a revision prior to the bid due date and time."
    a. Please confirm that INDOT will provide responses to these questions concerning specifications that may unnecessarily restrict competition.
    b. If INDOT does not intend to respond to these questions, please explain the basis for declining to address concerns regarding specifications that may inhibit competition.
    c. Because the responses to these questions materially affect a vendor's ability to prepare and submit a proposal, please provide answers no later than June 26, 2026, and extend the Proposal Due Date to August 31, 2026.

INDOT is responding to RFP questions. The qualification in the anticipated schedule regarding responses was for questions that INDOT would not be able to fully answer or that were not relevant to preparing a competitive proposal for the RFP. Due to the time constraints with the current contract expiring at the end of the year and the time needed to review proposals, the logo program an extension until 8/31/2026 will not be possible. See the response to question 15 for the possibility of a shorter extension.

27. **RFP, p. 8, Section 4 – Contractor Independence and Conflict of Interest Disclosure**
    a. What information, analysis, or authority did INDOT rely upon in determining that the relationships described in this provision constitute a conflict of interest?
    b. Upon information and belief, this restriction has not appeared in prior solicitations for these services. Was this provision added in response to a change in Indiana law, regulation, or policy? If so, please identify the applicable authority, provide a copy of the relevant law or policy, and state its effective date.
    c. If no change in law, regulation, or policy required inclusion of this provision, please explain the basis for INDOT's determination that the provision was necessary for this RFP.
    d. Did any individual or entity outside of INDOT or another Indiana governmental agency provide input regarding the inclusion or wording of this provision?
    e. If so, please identify those individuals or entities. To the extent necessary to obtain this information, please consider this request a public records request pursuant to Indiana Code § 5-14-3-3.

f. Because it is important that all prospective offerors have equal access to information regarding this solicitation, please provide all communications between INDOT and any non-governmental individuals or entities concerning this specific provision.

INDOT has concerns with how the LOGO Signing Program in Indiana would operate if the Contractor is the parent company, subsidiary company, or an affiliate company of a commercial outdoor advertising business, particularly with the marketing to potential customers and at exits where there are potential customers on waiting lists. But Offerors that are an affiliate company and have a minority stake in an outdoor advertising business in Indiana are considered to be sufficiently removed to the point where they could bid on the RFP, provided they include a mitigation plan that shows how potential customers will not be steered towards the commercial outdoor advertising business. Other potential Offerors, whether a parent or subsidiary company of an outdoor advertising business in Indiana may bid on this RFP and note this item as a bid exception and should include a mitigation plan that shows how potential customers will not be steered towards the commercial outdoor advertising business.

Public records access requests need to be emailed to the INDOT Public Records Coordinator at INDOTPublicRecords@indot.in.gov

28. **RFP, p. 8, Section 4 – Contractor Independence and Conflict of Interest Disclosure**
Indiana law and the INDOT Vendor Manual provide that specifications should encourage, rather than inhibit, competition. The RFP also requires offerors to demonstrate experience administering statewide LOGO/TODS programs. Based on that RFP requirement, only three companies appear to possess the qualifications necessary to submit a responsive proposal. The conflict-of-interest provision would exclude at least one of those entities from competing.
   a. Please revise this provision to remove the language prohibiting award to firms, parent companies, or subsidiaries that own, operate, manage, or derive direct or material revenue from commercial outdoor advertising displays.
   b. If INDOT declines to revise the provision, please identify each basis upon which INDOT determined that limiting competition in this manner is justified, including the rationale for excluding one of only three qualified potential offerors.

See the response to questions 6, 26, and 27 above.

29. **RFP, p. 8, Section 4 – Contractor Independence and Conflict of Interest Disclosure**
   a. At the time INDOT included this provision, was it aware that:
      i. None of the 28 transportation agencies that outsource the administration and operation of their LOGO programs have determined that a contractor's relationship with a commercial outdoor advertising company constitutes a conflict of interest;
      ii. Twenty-four of those 28 agencies currently contract with subsidiaries of Interstate Logos, which is a subsidiary of Lamar Advertising Company, a commercial outdoor advertising company operating in 46 states; and
      iii. Three transportation agencies—North Carolina, Texas, and Virginia—contract with subsidiaries or affiliates of Curtis Ford/MediaChoice/Lonestar Logos, and Media Choice is a commercial outdoor advertising company operating in Louisiana, Missouri, Texas, and Illinois.
   b. If INDOT was aware of these facts, please explain why it concluded that such relationships present a conflict of interest in Indiana when no other transportation agency has reached the same conclusion.

c. If INDOT was not aware of these facts, please reconsider and remove this provision in light of this information.

See the response to questions 6, 26, and 27 above.

30. **RFP, p. 8, Section 4 – Contractor Independence and Conflict of Interest Disclosure**
INDOT has a standard conflict of interest policy which provides that a committee, in consultation with ethics and legal personnel, evaluates potential conflicts and determines whether to object to the conflict, waive it, or require mitigation before contract award.
a. Why was that standard conflict review process not utilized in this procurement?
b. Why did INDOT choose to predetermine that a conflict exists, rather than evaluating any conflicts based on information submitted by prospective offerors through its established review procedures?

See the response to questions 26 and 27 above.

31. **RFP, p. 4, 2.1 General Overview**
All costs for marketing, fabrication, installation, operation, and maintenance shall be funded from participant fees and revenues collected by the Contractor(s**).**

RFP, p. 10, 6.2.1 Fabrication and Installation
Panels shall maintain minimum retro-reflectivity values as prescribed in the IMUTCD; service life expected 25 years.

RFP, p. 14. A. 4 Volume II – Price Proposal
Optional Fee Schedule – proposed rates for installation, maintenance, and replacement of sign structures (if applicable).

a. Does the inclusion of an "Optional Fee Schedule" mean INDOT will be reimbursing the vendor for installation, maintenance, and replacement of sign structures?

b. Will the vendor be able to subtract costs incurred for installation, maintenance, and replacement of sign structures from its guaranteed annual payment to INDOT?

c. If not, what would be the purpose of this Optional Fee Schedule or under what circumstances would the Optional Fee Schedule be applicable or necessary?

d. Do you have the age of each of the existing sign panels to determine how many would need to be potentially replaced during the contract term?

The optional fee schedule is for costs to customers for providing a logo panel, adding or removing either a seasonal closed panel or a supplemental message, mileage rates for sign installation and repairs, etc. INDOT will not reimburse the Contractor for installation, maintenance, or repair of logo signs or TODS. See the response to question 2 for information on how logo signs or TODS affected by construction contracts will be handled.

The guaranteed annual remittance and revenue sharing payments are based on a contract model where INDOT receives a percentage of the gross commercial advertising charges. A third-party administrator contract model where the Contractor charges fees for administering the program *and INDOT receives the rest of the revenue may be proposed but scoring will be based on the amount of guaranteed revenue and revenue sharing that INDOT would receive.*

Attachment F has the age of the existing signs. See the response to question 23 above for information on refurbishing existing signs that are older than 25 years.

32. **RFP, p. 6, 2.2.15**
Proposals may be submitted for just the lodging, camping, and attraction logo program on the I-90 Toll Road, or for the remainder of the LOGO Signing Program in Indiana, or proposals may be submitted for both the I-90 Toll Road and the remainder of the program. A more detailed description of scope of services and performance requirements is provided in Section 7 of this RFP.

    a. Is a statement at the beginning of our Executive Summary indicating that we are bidding on only the lodging, camping, and attraction logo program on the I-90 Toll Road or for the remainder of the LOGO Signing Program in Indiana sufficient to make this distinction?

    b. If not, do we need to declare our intention of bidding on just the I-90 Toll Road and/or the remainder of the LOGO Signing Program somewhere else in our response or in some other way/form?

    A statement at the beginning of the Executive Summary indicating that the bid is for the I-90 Toll Road, the remainder of the LOGO Signing Program, or both, is sufficient for INDOT to review and score the proposal.

33. **RFP, p. 11, 6.4 Marketing and Revenue Growth**
Propose a minimum guaranteed annual remittance to INDOT and a revenue-sharing structure for revenues exceeding projections.

    Will there be any circumstances under which the selected vendor would be allowed to reduce their minimum guaranteed annual remittance to INDOT? If so, please provide additional detail.

    INDOT currently has two TODS customers that receive a fee courtesy, the Daviess County Museum, and the Potawatomi Wildlife Park. There are no logo customers with a fee courtesy. Revenue sharing credits may be established for TODS customers where INDOT has approved a fee courtesy.

34. **RFP, p. 13, A.2 General Requirements**
Two-Volume Format.
Each Offeror shall submit its proposal in two separate volumes:
Volume I – Technical Proposal
Volume II – Price Proposal

    Page Formatting.
    Page size: 8.5 × 11 inches (11 × 17 counts as two pages).
    File formats: PDF, Word, Excel, or PowerPoint. The total size of the proposal submittal, including attachments, must be less than 25 MB.
    Page count limits are defined below; pages beyond limits will not be evaluated.

a. Should Volume I and Volume II be submitted in the same email or separate emails?

b. Is each Volume, Volume I and Volume II, limited to 25 MB or less OR are the Volumes combined limited to 25 MB or less?

One email that is less than 25 MB with attachments is the preferred format for sending the proposal. If necessary, Volume I and Volume II may be submitted as separate emails with each being up to 25 MB (including attachments).

35. **RFP, p. 13, A.3 Volume I – Technical Proposal**
Proof of business registration and confirmation of ability to conduct business in Indiana.
Comment: This section is limited to 5 pages; however, we have both our parent company's registration and the registration for the subsidiary we will be operating under in Indiana that we would like to include.

a. Would you consider increasing this page limit to 10 to allow us to include the registrations/certifications for both our parent company and the subsidiary we will be operating under in Indiana?

b. Is a registration statement/certificate from the State of Indiana Office of the Secretary of State sufficient to satisfy this requirement?

Yes, the page limit may be increased to 10 to include registrations for parent and subsidiary companies. The registration statement or certificate from the Indiana Secretary of State is sufficient to satisfy this requirement.

36. RFP, p. 13, A.3 Volume I – Technical Proposal (Shall not exceed 80 pages excluding appendices)
RFP, p. 14, A.4 Volume II – Price Proposal
What is the page limit, if any, for the Price Proposal?

The Price Proposal does not have a page limit.

37. RFP, p. 14, A.4 Volume II – Price Proposal
The program assets consist of the signs on a 16-year straight-line depreciation schedule and the present value on 12/31/2026 of the customer leases (at an 8% annual discount rate) that can range from less than a month remaining to nearly three more years remaining on any given customer lease.
Comment: The RFP requires offerors to propose new pricing schedule, but does NOT give enough data to do it intelligently, therefore creating a strong incumbent advantage. In order to estimate cost and remittance for an equitable and competitive procurement, current program data is essential. In order for any potential offeror to be able to accurately project annual revenue, we will need significant additional detail regarding the Participation Agreements that extend beyond 12/31/2026.

a. Does this language in the RFP mean that the new vendor will be required to honor the existing Participation Agreements that extend beyond 12/31/2026, including the existing fee schedule, for as much as three more years?

b. If so, are we correct that any new pricing schedule will not be able to be fully implemented until nearly three more years after 12/31/2026?

c. Could you please provide additional detail regarding the Participation Agreements that extend beyond 12/31/2026, including a breakdown, by traffic count, of the # of mainlines, ramps, and trailblazers whose contracts expire each month beyond 12/31/2026? For example, January 2027, Traffic Count 5,250, 2 mainlines, 2 ramps, and 1 trailblazer, Traffic Count 5,500, 4 mainlines, 2 ramps, and 0 trailblazers, and so on.

Yes, existing customer leases will need to be honored until they expire and tiered pricing will not be able to be implemented at the beginning of the contract term. The AADT information for the existing logo signs is in Attachment H.

38. RFP, p. 14, A.4 Volume II – Price Proposal
2. Revenue-Sharing Schedule – percentage split for revenues exceeding projections and method of annual CPI adjustment. Offerors must indicate the percentage split under both Scenario 1 and scenario 2 discussed above.

a. Based on this language, is INDOT expecting the percentage split for revenues exceeding projections to increase each year based on an annual CPI adjustment?

b. Instead increasing the percentage split of revenues using a formula based on CPI, could offerors simply propose the percentage split for each year of the 10-year contract?

c. Similar to the method for awarding points for the Guaranteed Annual Remittance to INDOT, will the offeror proposing the highest percentage return for INDOT receive more points?

d. If the percentage return to INDOT increases each year, what formula or method will be used to award the 5 points for this section of the response to account for that increase?

INDOT is anticipating that the percentage split will increase as the logo program expands and after initial capital expenditures are made at the beginning of the contract term. Offerors could propose the percentage split for each year of the contract or incorporate a CPI formula into the percentage split increases during the contract term.

Offerors proposing higher revenue sharing will receive more points than Offerors proposing a lower revenue sharing amount and the points awarded will be roughly proportional to the differences in the revenue sharing amounts.

39. RFP, p. 14, A.5 Proposal Format and Organization
Each section should be clearly labeled to correspond with the numbering in this RFP.
Could you please clarify whether the "numbering in the RFP" referenced in this requirement is related to the numbering on pages 13-14 under A.3 Volume I OR the numbering on pages 16-17 B.3 Evaluation Categories and Weights?

The numbering and section headings in the proposal should follow the format in A.3 of Attachment A on pages 13 and 14.

40. RFP, p. 16, B.3 Evaluation Categories and Weights
Financial Capability (2) – Evidence of sufficient financial stability (audited statements or equivalent).

Comment: Our Audited Financial Statements are 15 pages, and this entire section of the response, including our Company Experience, Staffing Plan, and Key Personnel Qualifications is limited to 10 pages.
Would you consider allowing vendors to include their Audited Financial Statement and a Bank Letter in the Appendix and not count toward the 10 page limit for this section of the response OR could you considering excluding a vendor's Audited Financial Statement and Bank Letter from counting against the 10 page limit for this section of the response?

Audited financial statements and bank letters to demonstrate financial capability may be included in the appendix to keep this section of the proposal within the page limit.

41. RFP, p. 17, 4.a., Market Analysis and Strategy
Please confirm that "Business Analyst data" refers to Esri ArcGIS Business Analyst, and specify the demographic and point-of-interest depth INDOT expects in the market analysis.

Yes, the Business Analyst data refers to ESRI ArcGIS Business Analyst, although equivalent U.S. Census or consumer demographic data may be used. The Market Analysis and Strategy section should provide an overview of recent business trends in the hospitality industry and potential opportunities for the LOGO Signing Program.

42. RFP, p. 17, 7. Price Proposal and Revenue Commitment
    a. **Guaranteed Annual Remittance (10) – Higher guaranteed annual payments to INDOT receive more points.**
    b. **Revenue Sharing (5) – Equitability and scalability of proposed percentage split and CPI adjustment formula.**
    c. **Financial Model (5) – Ten-year projection credibility, underlying assumptions, and demonstrated fiscal responsibility.**

RFP, p. 18, B.5 Price Evaluation Methodology
• The Offeror proposing higher guaranteed annual remittances to INDOT under either Scenario 1 or 2 will receive more points for that sub-criterion.

Comment: Under Scenario 1, vendor-A could propose a guaranteed annual remittance to INDOT of $1,000,001, while vendor-B under Scenario 2 proposed a guaranteed annual remittance to INDOT of $1,000,000. Clearly, the offer by vendor-B under Scenario 2 is a better option for INDOT because vendor-B would have absorbed (paid) the estimated $18 million buyout; however, vendor-A has offered a $1 higher guaranteed annual remittance.

a. Would vendor-A in this example actually receive more points for their Guaranteed Annual Remittance than vendor-B as is described in the RFP on page 18, B.5?

b. Will each PEC member be scoring the Price Proposal individually or will the Price Proposal be scored only once and separately from the PEC members?

c. What formula or basis will the potential 5 points for Revenue Sharing be calculated and awarded?

d. What formula or basis will the potential 5 points for the Financial Model be calculated and awarded?

e. How is "projection credibility" determined in awarding the 5 points for the Financial Model?

f. Will each Scenario, Scenario 1 and Scenario 2, be scored differently?

g. Will all scores for Scenario 1 and Scenario 2 be considered or will only the higher score be assigned to each vendor?

The scoring for scenario 1 and scenario 2 will take into account the difference in value to INDOT between the two scenarios. Each PEC member will score the proposals, including the price proposals, individually. The revenue sharing will be scored similar to the guaranteed annual remittance where Offerors that will provide higher revenue sharing receiving more points. Scoring for the financial model, including projection credibility, will be based on the extent to which the CPI estimates, traffic projections, and other assumptions in the price proposal are supported by the data. Scenarios 1 and 2 will be scored separately and the Proposal Evaluation Committee will send all scoring results along with the preliminary firm rankings to the Selection Review Committee.

43. RFP, p. 8-10. 5. Technology and Data Transparency

a. **ArcGIS Enterprise requirement:** Does INDOT require the contractor to deploy and operate ArcGIS Enterprise, or does "ArcGIS Online and ArcGIS Enterprise interoperability through distributed collaboration" mean the contractor's ArcGIS Online organization must share content into an INDOT-hosted ArcGIS Enterprise portal? If INDOT maintains its own ArcGIS Enterprise, please confirm the version.

b. **GovRAMP and data retention:** For program data hosted in the cloud and not on INDOT servers, will INDOT accept Esri ArcGIS Online's existing security authorizations, or must that data reside on separately GovRAMP-authorized infrastructure?

c. **INDOT user access and licensing:** For INDOT staff and authorized users to view dashboards, asset maps, and live participation data, will INDOT provide its own ArcGIS user licenses, or is the contractor expected to provision and fund those viewer accounts?

d. **Data latency:** Please confirm the 24-hour data latency standard in Attachment B applies to the "real-time visibility" requirements in Section 5.3, meaning a daily synchronization satisfies the requirement.

e. **Accessibility standard:** Please specify the accessibility standard the public website, participant portal, and dashboards must meet (for example, WCAG 2.1 AA / Section 508).

INDOT has ArcGIS Enterprise – Production and plans to host the data and provide the selected Contractor with user accounts. As a result, GovRAMP certification may not be necessary for the contract. Daily synchronization will satisfy the 24-hour data latency standard. The website for the LOGO Signing Program would need to meet the accessibility standard in WCAG 2.1 Level AA by 4/26/2027.

44. Attachment F
In what format will INDOT provide the existing inventory of logo and TODS locations and current participant records? Is current GIS or geospatial data available?

INDOT will provide the existing inventory of logo and TODS locations in Excel spreadsheets and the current participant records in PDF format. GIS data is not available at this time.

45. Page 14 of the RFP provides that an estimated $18 million dollars for the assets in Attachment F. Such a reference lacks any specificity to anyone other than the incumbent Lamar/Indiana Logos who creates the number. Please provide the complete valuation model supporting the $18 million dollar estimate. For proper valuation and transparency, please provide:
    a. The last time an independent audit was performed to verify the assets claimed actually exist in good condition as defined by INDOT;
    b. How were the assets location, age, useful life, and physical condition confirmed;
    c. Which assets will need replaced within the next 24 months based on current conditions and when those will need to be replaced? Is there a replacement schedule you can provide, if so please share that;
    d. The amortization and deprecation schedule for each contract and asset;
    e. Any contingent liabilities for each asset;
    f. Current verified appraisal value to determine the valuation matches the estimated amount of $18 million dollars;
    g. Has an independent valuation been completed? Please provide.
    h. All financial statements associated with the assets valuation; and
    i. The specific valuation and asset breakdown for that valuation for the both locations 1) I-90 toll road and 2) the "remainder" of the LOGO Signing Program in Indiana given that they are presented as different portions of the bid process.

    An independent audit was completed on June 11 that supports the estimate for Scenario 2 in the RFP. The independent audit randomly selected 15 sign structures to verify that the information listed was correct. An independent valuation has not been completed.

46. Attachment F list hundreds of current signs from 1989 through 2005 that are over 20 years old with no refurbishment date. What is the service life for these signs, do they need refurbished or replaced, is the list verified as accurate and have those signs been evaluated to ensure they meet INDOT standards?

    See the response to question 23 above.

47. Related, have all current assets been physically verified as meeting or exceeding the proposed standard of at least 90 percent of assets in Good or Fair condition as defined by INDOT? If not, which fail this standard and what is the expected remedy?

    Structurally most of the assets in the program are in good or fair condition. For the reflective sign sheeting, see the response to question 23 above.

48. Will all existing Customer data (name, location, contact information, contracts, renewal history, billing history, etc.) be provided to the awardee in an organized transfer? If so, in what format?

    Yes, the existing customer data, including name, address, and contract expiration date will be provided to the selected Contractor(s) in an Excel spreadsheet.

49. Will all existing live ArcGIS dashboard access data be provided to the awardee assuming the program as part of a planned hand off?

The selected Contractor(s) will be given user accounts to INDOT's ArcGIS Enterprise portal. The current sign GIS layer in the portal does not include many logo signs or TODS.

50. Has INDOT outlined a planned transition period from the current incumbent to a new vendor, if so what is that transition plan and the requirements placed on the current incumbent to ensure a verified smooth handoff for program success?

    Customers have been notified of the contract expiration and have been instructed not to send in any pre-payments for 2027.

51. Related to the above, will all existing data in all digital or paper forms be provided to INDOT by Lamar/Indiana Logos be available for transfer to the awardee for program history and consistency?

    See the response to question 48 above.

52. Does INDOT recognize it is limiting competition, and favoring the incumbent Lamar/Indiana Logos, who can naturally bid higher guaranteed annual remittances and revenue sharing due to avoiding an up front costs that is allegedly $18 million dollars?

    INDOT is seeking competitive proposals under both Scenario 1 where INDOT acquires the program assets and Scenario 2 where the selected Contractor absorbs this cost. The present value of the leases represents between 80% and 88% of the cost of the program assets so under Scenario 2 the selected Contractor would recoup this cost during the initial part of the contract term as the customer lease payments became due.

53. Has the estimated asset costs been verified by an independent auditing firm for accounting accuracy and if not can that be done before bid submission?

    See the response to question 45 above.

54. Can the estimated asset cost, once verified, be paid to the incumbent Lamar/Indiana Logos over the life of the contract, or other period of years, or will it be required within a specific timeframe?

    Under Scenario 2 the program assets would need to be acquired upfront at or near the very beginning of the contract term.

55. Would INDOT consider covering the asset purchase costs to the incumbent/Indiana Logos/Lamar and then be repaid back to INDOT by the awardee over a period of time as part of transitioning the program to a more competitive and State beneficial contract moving forward? Meaning, INDOT covers the costs, but recoups the asset costs along with scenario 1.

    The price proposal may include footnotes with potential modifications to Scenario 1 but the scoring will be based on Scenarios 1 and 2 as they are described in the RFP.

56. Please clarify "remainder of the LOGO Signing Program in Indiana" vs. I-90 Toll Road to ensure a common understanding of what "remainder" consists of in the RFP. It is assumed Lamar/Indiana Logos used such vague language to limit competition.

The I-90 Toll Road portion of the LOGO Signing Program refers to the lodging, camping, and attraction signs on the Indiana Toll Road (I-90 throughout Indiana and I-80/90 from the interchange with I-94 east to the Ohio State Line), including the ramp and trailblazer signs. This represents about 2% of the LOGO Signing Program. The remainder of the LOGO Signing Program refers to all other logo signs and to all TODS on interstate and U.S. routes and state roads in Indiana.

57. Please verify the entire RFP was generated solely by INDOT employees free from any input, guidance, language, or any influence in any manner by the incumbent. If the incumbent provided any input to the RFP please specify in detail the portions of the RFP in which that input was used. For instance, did the incumbent provide any language used in the first 21 pages of the RFP in any manner verbally, in writing, or otherwise?

    The RFP was generated by INDOT employees after a review of other state DOT RFP's. The incumbent did not provide guidance, language, or influence the RFP.

58. With the I-90 Toll Road and "remainder" being separate, will it be managed by the same employees at INDOT or separate?

    The LOGO Signing Program will be managed by the same employees at INDOT. However, additional staff at INDOT oversee the I-90 Toll Road and this will require coordination that is somewhat similar to the coordination between INDOT Central Office and the district offices.

59. Who currently administers the Logo/Tods contract at INDOT? Please provide names, titles, and job duties related to the Logo/Tods contract program.

    See https://www.in.gov/indot/current-programs/indiana-logo-and-tods-program/ for this information.

60. For the new contract, who will manage the I-90 portion for INDOT? Who will manage the "remainder" portion for INDOT?

    No change in review staff is anticipated if the I-90 portion is awarded to a different contractor.

61. The RFP does not specify any prequalification requirements, please confirm there isn't a prequalification requirement and bid submissions need only meet the requirements in the RFP.

    INDOT does not have a prequalification category for the LOGO Signing Program and prequalification is not required to bid on the RFP. However, any sign subcontractors in the Staffing Plan would be expected to become prequalified in Traffic Control: Sign Installation if they are not already prequalified by INDOT.

62. On page 7, why is there a minimum of 50% of working time by Key Personnel required? What is the intent of that language? Why does working time matter if the key objectives of the contract are otherwise met or exceeded? Did the incumbent provide the "50% of their working time" language?

    The day-to-day operations of the LOGO Signing Program in Indiana is a major undertaking and the key personnel will be expected to dedicate a substantial amount of their work hours to *managing or coordinating various aspects of the program. The incumbent did not provide the 50% working time language. See the response to question 18 for the I-90 Toll Road portion.*

63. Management of a LOGO program has less direct safety impact on the traveling public than field installation, maintenance, and inspection personnel given the proximity to traffic in real time. What is the thought process of picking 7 years of experience for the Program Manager, but 1 year of experience for Field Crew Technicians? Shouldn't a Field Crew Technician have greater than 1 year of experience for the safety of traveling public?

    Employee turnover tends to be higher with field crews than for professional roles so the required experience was reduced accordingly.

64. What is the logic of picking 7 years of Program Manager experience why not 1 year, 2 years, or another number of years? What makes the years of experience relevant and not arbitrary? Who selected the years of experience requirement for each position?

    INDOT selected the years of experience for each position. Extensive knowledge from experience is important to running a successful logo program. Having a program manager with experience from before Covid-19 and recent MUTCD changes (or equivalent transportation asset management experience) will help the program to run smoothly.

65. Please provide the last 5 years of gross revenue per year broken down by I-90 and the "remainder" of the State in as much detail as possible.

    Gross commercial advertising charges in 2025 were $8,458,277 and in 2024 they were $8,342,009. In 2023 the gross commercial advertising charges collected were $7,537,093, in 2022 they were $7,173,295, and in 2021 they were $7,103,562. The I-90 portion represents about 2% of this revenue.

66. For proposal review, what baseline revenue for I-90 and the "remainder" of the State will INDOT use, if any?

    INDOT does not have a baseline revenue for either the I-90 Toll Road portion or the remainder.

67. What is the current Guaranteed Annual Remittance to INDOT from the incumbent?

    The current guaranteed annual remittance is $600,000.

68. What is the current Revenue-Sharing Schedule to INDOT from the incumbent?

    INDOT currently receives 15% of the gross commercial advertising charges within 45 days after the end of each calendar year.

69. What is the current Ten-year, or similar, revenue projection and what is that based upon? Please provide details for clarity.

    INDOT has not developed a ten-year revenue projection for the LOGO Signing Program.

70. What is the current Fee Schedule for installation, maintenance, and replacement of sign structures whether provided by the incumbent to INDOT or other source?

    Customers that provide their own logo are charged $220 per logo to install or replace. Customers that do not provide their own logo are charged $525 per mainline sign and $320 per ramp or trailblazer sign to install or replace. There is also $0.95 per mile fee from Indianapolis for installation, maintenance, or replacement.

71. What is INDOTs current field inspection process for all signs and related assets? If INDOT does not perform inspections, who does and how are they verified?

    Quality assurance reviews of new logo sign installations are done periodically by INDOT staff to ensure compliance with INDOT standards.

72. What is the current occupancy for signs installed and when was the list last updated?

    The overall sign occupancy rate at the end of 2025 was 85.6%.

73. Please provide more specific information on the number of customer leases that range from less than a month remaining to nearly three more years. How many will exist at the end of the current contract year, and how many end within 12 months of the new awarded contract? This will have a direct impact on the price proposal and is information benefiting the incumbent limiting competition. A list of customer lease expiration schedules would allow for transparent review considering the incumbent has this information.

    Based on the most recent information that INDOT has, the average remaining lease duration on 12/31/2026 will be 12 months and there will be over 2,000 leases.

74. Along with the above question, please specify the remaining customer lease values and details of that calculation. Again, this impacts all responding to the RFP directly and failing to share such details favors the incumbent creating an unfair process.

    The estimated present value of the leases on 12/31/2026 is approximately $15,000,000.

75. Please provide and known information on the current capacity to expand the LOGO program by adding new sign locations for more customer availability.

    See Section VIII of the Regulatory Analysis for LSA Document 26-114 for INDOT's assessment of the capacity for expanding the logo program.

76. Prior INDOT Request for Proposals recognized the statutory "Buy Indiana" preference, when will that be added to this RFP?

    See the response to question 15 above.

77. Per IC 5-22-1-3(c), IC 5-22-15-26 applies to any contract, project, or agreement of the Indiana department of transportation. This has appeared in recent INDOT RFPs. When will this be added to the current LOGO/TODS RFP and how will it be incorporated into the scoring? Prior INDOT

RFPs worded the issue as "(IC 5-22-15-26) must submit with the bid a current, completed Affidavit of Eligibility with acknowledgment signature from IDOA."

See the response to question 15 above.

78. How will the PEC members objectively rate and score scenario 1 and scenario 2 for both I-90 and the "remainder" of the LOGO program given they are presented as separate, but the scoring does not indicate how they will compare the two scenarios objectively? Will they be scored independently?

    See the response to question 42 above.

79. Reading the RFP, there appears to be two scenarios depending on who assumes costs for the assets, and within each scenario there are two categories of bids for two different asset classes in the State (I-90 and the remainder). Will scoring breakdown to scenario 1 for both asset classes and scenario 2 for both asset classes? Will both be combined for scoring purposes? Please explain.

    See the response to question 42 above.

80. Will the two asset classes be awarded separately or as a single contract to the awardee for I-90 and "remainder" of the State?

    The contract for the I-90 Toll Road portion may be awarded as a separate contract.

81. For scoring, we see the higher guaranteed amount will receive "more points" on page 17 of the RFP. What does that mean? Will the 10 points be split among the bidders or is each bid eligible for the 10 points? What about scenario 1 and 2 and I-90 and "remainder) of the State? Is that 4 different scoring opportunities?

    See the response to question 42 above.

82. Similarly, Revenue Sharing and Financial Model scoring do not indicate a higher amount will receive "more points" so how will that be objectively applied given the scenarios and 2 different areas for signs (I-90 and "remainder")?

    See the response to question 38 above.

83. For transparent analysis of the RFP and to provide accurate projections relevant to the scoring criteria Will INDOT release:
    a. five years of actual operating statistics for the existing program?
    b. anonymized customer renewal rates?
    c. historical occupancy by interchange?
    d. historical maintenance expenditures?
    e. annual sign replacement history?
    f. historical emergency maintenance logs?
    g. historical complaint logs?
    h. historical inspection reports?

84. Will all submitted questions and answers be released without redaction?

Yes, all questions that were received have been answered and released without redaction.

85. Will INDOT conduct one-on-one meetings with any proposer? If so, how will they be scored?

    As noted in Section B.2 of Attachment B to the RFP, INDOT may conduct meetings with top-ranked Offerors if deemed necessary.

86. There are several assumptions made in the RFP requirements that impact the level of detail in a proposal submission. On this topic:
    a. Are APIs currently available to INDOT and will they be provided to any successor?
    b. What existing software licenses will INDOT provide, if any?
    c. For GIS data, what is the current approved ArcGIS format eluded to in the RFP?
    d. Who is responsible for any integration testing on the data and related data transfers?
    e. What cybersecurity audits are expected?

    The Contractor will be responsible for integrating data with the INDOT ArcGIS Enterprise. INDOT and the Indiana Office of Technology perform cybersecurity checks of data on INDOT servers. See the responses to questions 43 and 49 above for additional information.

87. Page 11 outlines performance metrics and revenue growth is listed as an annual increase of 6% year over year.
    a. Please explain how the 6% revenue KPI was established;
    b. What has the revenue growth been over the last 5 years;
    c. How would that KPI be adjusted for macroeconomic conditions (e.g. recession, COVID type events, etc.) factors outside of the contractor's control;
    d. What were the KPIs matching each of those in the RFP for the last 6 years of the current contract;
    e. Please provide metrics data on if and how the current KPIs were or were not met over the last 5 years and the remedies used if they were not met;
    f. What remedies exist if KPIs become impossible to perform due to no fault of the contractor?

    See the response to question 10 above.

88. Within Attachment G (Sample State Professional Services Contract), on page G-9 of 20, Section #28 prescribes insurance coverage and we need clarification:
    a. The insurance coverages are listed as "if applicable." It is unclear which of the sub-parts #1-7 will apply to this contract. Please clarify if each of the coverage types will or will not apply to this contract: #1 Commercial general liability, #2 Automobile, #3 Errors and Omissions, #4 Fiduciary liability, #5 Valuable Papers, #6 Surety or Fidelity Bond(s), and #7 Cyber Liability.
    b. If #7 Cyber Liability insurance coverage is required: cyber liability policies for contracts of this nature are commonly issued with an aggregate limit of $1,000,000. Can the aggregate limit requirement be reduced to align with industry-standard coverage? If not, please provide the rationale for requiring a $5,000,000 aggregate limit for this procurement.
    c. Please clarify if the limits may be satisfied through a combination of primary policies and an umbrella/excess liability policy as is common practice.

See Section 103.05 of INDOT's Standard Specifications for the relevant insurance requirements for this contract. The insurance requirements in Section 103.05(d) and Attachment G are not applicable.

89. Will an Owner's and Contractor's Protective (OCP) policy be required, and, if so, at what limits

    See the response to question 88 above

90. Please list all bond requirements (bid bond, performance bond, etc.), including the amount of the bond(s).

    The performance bond for the logo program on the I-90 Toll Road contract, if awarded separately, will be $250,000 and the performance bond on the main contract will be $1 million dollars.

91. RFP §2.1 states that on the I-90 Toll Road, the LOGO Signing program is limited to lodging, camping, and attraction services, excluding gas and food. Is this exclusion established by statute, administrative rule, or INDOT policy? If so, please identify the specific authority.

    The logo sign program restriction to lodging, camping, and attraction services on I-90 was established by an INDOT Official Action. See the response to question 25 above for additional information.

92. RFP §2.1 notes that EV charging may be added as a category under pending rulemaking (LSA Document #26-114). If that rulemaking is adopted, would the new EV charging category extend to the I-90 Toll Road segment, or would I-90 remain limited to its current categories?

    The current EV charging locations on I-90 are located at the Toll Road service plazas and would likely follow the same restriction as gas and food services. However, see the response to question 25 above for potential signing at exits.

93. RFP §2.2.15 allows Offerors to bid the I-90 Toll Road segment and/or the remainder of the LOGO Signing Program. RFP Attachment A.4, component 1 (Guaranteed Annual Remittance) explicitly requires this figure to be broken out separately for the I-90 Toll Road versus the remainder of the program, but components 2 through 4 (Revenue-Sharing Schedule, Ten-Year Revenue Projection/financial model, and Optional Fee Schedule) do not specify this. For an Offeror bidding both segments, does INDOT require I-90 Toll Road figures to be separated from the remainder of the program throughout all four Price Proposal components, or only for the Guaranteed Annual Remittance as explicitly stated?

    For an Offeror bidding both segments, the price proposal for the I-90 Toll Road portion of the program should include all 4 elements, the guaranteed annual remittance, revenue sharing schedule, ten-year revenue projection, and optional fee schedule and list them separately from the remainder portion.

94. RFP §2.1 defines "LOGO Signing Program" as collectively including both the Logo Program and the TODS Program. Attachment A.4's Price Proposal components (Guaranteed Annual Remittance, Revenue-Sharing Schedule, Ten-Year Revenue Projection) are framed around "the LOGO Signing Program" without separately addressing TODS, and TODS fees are governed differently under Attachment D §8 (Contractor-set, uniform, requiring INDOT and IOTD approval

to revise). Should TODS-related revenue and remittance be included within the consolidated LOGO Signing Program Price Proposal figures, or should TODS be addressed as a separate, distinct component of the Price Proposal?

TODS revenues should be included with the price proposal for the remainder of the LOGO Signing Program.

95. RFP §2.3 requires the Contractor to "obtain GovRAMP certification" for program data stored in the cloud rather than on INDOT servers. Does INDOT require the Contractor's overall technology solution to hold GovRAMP certification, or is the requirement satisfied when all cloud-hosted program data resides within cloud service offerings that themselves hold GovRAMP and/or FedRAMP authorization?

    Use of cloud service offerings that hold GovRAMP certification is acceptable. See the response to question 43 above for additional information.

96. RFP §5.3 requires "Compatibility with State GIS and IT infrastructure and programs" as part of the Contractor's technology system. Can INDOT identify the specific State GIS platform(s) and IT systems or programs this requirement refers to, and the expected integration method (e.g., ArcGIS Online/Enterprise federation, REST API, file exchange)?

    See the response to question 43 above.

97. RFP Attachment B, §B.3, Criterion 3(c) references "the General Records Retention Schedule" for INDOT IT security and data-retention conformance, but provides no working link. Is this the General Records Retention and Disposition Schedule for All State of Indiana Administrative Agencies published by the Indiana Archives and Records Administration (https://www.in.gov/iara/files/gr.pdf), or does INDOT maintain an agency-specific retention schedule that supersedes the general one for this contract?
    Yes, the general records retention schedule for all state agencies at https://www.in.gov/iara/files/GeneralRetentionState.pdf should be followed. At this time there is not a separate retention schedule for the LOGO Signing Program.

98. RFP Attachment A.4 (Volume II Price Proposal) does not include participant logo/category fee rates among its required components, the Guaranteed Annual Remittance, Revenue-Sharing Schedule, Ten-Year Revenue Projection, and Optional Fee Schedule are all scoped elsewhere (the latter limited to installation, maintenance, and replacement costs). RFP §6.4 (Volume I, Marketing and Revenue Growth Plan) separately requires a Market-Based Revenue Plan using AADT and market-value analysis to ensure equitable pricing. Can INDOT confirm that the Contractor proposes its own participant fee rates and structure under §6.4 in Volume I, rather than rates being fixed by INDOT, and that the Ten-Year Revenue Projection required in Volume II should be built on those proposed rates?

    Yes, Offerors are not bound by the existing fee schedule and may propose participant fees and tiered pricing based on market analysis data and other logo signing programs in other states.

99. Under the current LOGO Signing Program, attraction-category participants are charged approximately half the rate of gas, food, and lodging participants. Is this rate ratio a fixed INDOT policy that the Contractor must continue under the new contract, or is pricing across all categories,

including attractions, left to the Contractor's discretion under the AADT and market-value-based "equitable pricing" standard described in RFP §6.4?

The 50% discount for attractions in the logo signing program may be discontinued, reduced, or phased out in the contract from this RFP.

100. RFP Attachment A.4 and Attachment B, Criterion 7(b) both require Offerors to propose a "method of annual CPI adjustment" as part of the Revenue-Sharing Schedule, without specifying an index. Does INDOT require or prefer a specific Consumer Price Index, for example, the national CPI-U, a regional Midwest index, or another series, or is the Offeror expected to propose and justify its own index choice as part of the competitive evaluation of "equitability and scalability" under Attachment B?

    INDOT would prefer to use the seasonally unadjusted CPI for Chicago, IL-IN-WI from the U.S. Bureau of Labor Statistics but other CPI formulas may be considered.

101. Must the incoming Contractor honor each existing participant's individual agreement as currently in force, including contracted rates, term length, prepaid balances, refund policies, and cancellation rights, for the remainder of that agreement's stated term? Or does §6.6's principle that "participant agreement terms shall follow the contract term" mean those agreements terminate at the current contract's end, with the incoming Contractor free to issue new agreements under its own terms?

    To facilitate a smooth transition to the new contract, the pricing in each existing customer lease should be honored until the expiration date of that customer lease.

102. Does INDOT's estimated $18 million Scenario 2 asset cost include only participant lease agreements that are legally assignable to the incoming Contractor, or does the calculation also include agreements that may terminate at the incumbent's contract end, require third-party consent to assign, or carry prepaid balances subject to refund? If the latter, has the $18 million figure been adjusted to reflect the reduced or contingent value of those agreements, or is it a gross, unadjusted total?

    Scenario 2 includes the present value of the leases that will be assigned to the selected Contractor. See the response to question 74 above for additional information.

103. RFP §2.2.7.2 addresses assignment rights only for new Participant Agreement templates the incoming Contractor develops after award, but is silent on whether the incumbent's existing participant agreements are legally assignable to INDOT or to the incoming Contractor. RFP §6.6 separately suggests participant agreements may be designed to follow the contract term rather than transfer between successive Contractors. Can INDOT confirm whether the incumbent's current participant agreements are legally assignable, or whether the incoming Contractor would need to execute new agreements directly with existing customers under its own templates?
    Customer leases are legally assignable to INDOT or another party.

104. RFP Attachment A.4 values the Scenario 2 asset buyout in part using the present value of customer leases with up to nearly three years remaining as of 12/31/2026. RFP §6.6 states that "Participant agreement terms shall follow the contract term" for transitions at contract expiration. Will INDOT confirm that this same principle applies to the current transition, and exclude from the Scenario 2 buyout valuation any participant agreement whose term is coterminous with, subject to, or

otherwise dependent on the incumbent's current INDOT contract, since such an agreement would carry no independent remaining value to transfer to the incoming Contractor?

No, under Scenario 2 the incoming Contractor would purchase the assets from the outgoing Contractor. But one of the modernization goals of the contract from this RFP would be to ensure that there is not a similar buy-out clause at the end and the assets are transferred to INDOT at no additional cost.

105. If existing participant agreements are not assignable to the incoming Contractor, will INDOT require all current participants, including those whose agreements extend past 12/31/2026, to execute new agreements directly with the incoming Contractor effective 01/01/2027? Or will participants with agreements extending past that date continue under their existing terms until expiration, transitioning to a new agreement only at that point?

See the response to question 37 above.

106. If a participant business pays in full to the incumbent contractor for a multi-year contract extending past 12/31/2026, the new Contractor will collect no revenue from that participant until the multi-year term expires. Is this prepaid value: (a) deducted from or credited against the $18 million Scenario 2 buyout; (b) reimbursed directly from the incumbent Contractor to the incoming Contractor for the unearned portion; or (c) not reconciled at all, meaning the incumbent retains the full prepayment while the new Contractor still pays for that lease's value through the buyout?

See the response to question 50 above.

107. RFP Attachment A.4 values the Scenario 2 buyout using the present value of customer leases as of 12/31/2026, which assumes those leases continue through their stated remaining terms. Is there a clawback or retroactive adjustment mechanism if a participant defaults, cancels, or otherwise fails to complete the remaining term of their lease shortly after the transition, so the incoming Contractor is not left bearing the cost of leases it paid to absorb but never collects revenue from? If no such mechanism exists, can INDOT confirm the Contractor bears this risk in full?

Scenario 2 provides a summary of the existing contract buy-out language. The specifics of any buy-out will be addressed separately from this RFP but the selected contractor will be assigned the leases and will need to send invoices to customers prior to January and would be responsible for collecting customer lease income beginning in January.

108. RFP Attachment A.4 requires the Offeror to "absorb" an estimated $18 million asset cost under Scenario 2 but does not specify the payment mechanism. Is this an actual cash payment required at a specific point in the contract, and if so: (a) payable to whom, the incumbent Contractor or INDOT; (b) when is it due; and (c) are any financing options available, whether through INDOT, the incumbent Contractor, or otherwise? Or is the $18 million not a direct payment at all, but instead a cost reflected solely through a lower guaranteed remittance bid under Scenario 2 relative to Scenario 1?

Scenario 2 provides a summary of the existing contract buy-out language. The specifics of any buy-out will be addressed separately from this RFP. See the response to question 54 above for additional information.

109. RFP Attachment A.4 values the Scenario 2 asset buyout in part using the present value, as of 12/31/2026, of customer leases with remaining terms of up to nearly three years. Will INDOT make available, for Offeror due diligence, copies of all incumbent participant agreements with terms extending beyond 12/31/2026, the specific agreements being valued in the Scenario 2 buyout calculation?

    See the response to question 73 above.

110. Without visibility into what comprises the $18 million Scenario 2 estimate, Offerors cannot construct a credible buyout cost basis or the ten-year financial model required under Attachment B, Criterion 7(c), which scores "underlying assumptions" and "demonstrated fiscal responsibility." RFP Attachment A.4 values the buyout in part on a 16-year straight-line depreciation schedule for sign structures, but Attachment F provides only "Place in Service Date" and "Refurb Date," with no condition information. Can INDOT provide a detailed asset list of the sign structures comprising the $18 million estimate, including the age, current condition rating, and installation date for each structure, so Offerors can verify the depreciation-based portion of the valuation and build a defensible financial model?

    The estimated present value of the leases on 12/31/2026 is approximately $15 million dollars and the estimated undepreciated value of the signs is $3 million dollars. The placed in service date in Attachment F is a strong indicator of the sign structure age and the refurbishment date indicates when the reflective sheeting on the sign was updated. INDOT does not have condition data for the assets but ground-mounted panel signs can have a 50 year service life if they receive an overlay of new reflective sheeting near the life cycle midpoint.

111. Similarly, without a clear schedule of the unexpired participant agreements comprising the $18 million estimate, Offerors cannot reliably model the customer-lease present-value component of the buyout, undermining the credibility of the financial model scored under Attachment B, Criterion 7(c). Can INDOT provide a schedule of all unexpired participant agreements comprising the $18 million Scenario 2 estimate, including each contract's start date, exact expiration date, and remaining present (cash) value, along with the participant's business name and address?

    See the response to question 73 above.

112. RFP §2.2.14 requires the Contractor to establish a process with the Contract Administrator for review and approval of construction requests, including new sign location proposals, but specifies no turnaround timeframe. Attachment C §C.2(2) separately establishes a 15-business-day deemed-acceptance standard for deliverables requiring INDOT review. Does this 15-business-day standard apply to new sign location approval requests, or is there a different defined turnaround time, or historical average, for that specific approval process?

    The 15-day review timeframe is for routine approvals such as logo trailblazer locate requests or new TODS. INDOT will need more time to review new mainline logo sign locations. INDOT may use the 15-day review timeframe to note that additional time will be needed and indicate a more specific timeframe for that review.

113. To help scope a realistic maintenance workload, does INDOT or the incumbent Contractor maintain historical data on annual sign structure replacements across the program? Specifically:

(1) annual counts broken out by structure type, LOGO mainline panels, LOGO ramp panels, and TODS panels; and (2) cause of replacement, where tracked, such as vehicle strikes, weather events, and vandalism. If granular cause data isn't tracked, any historical replacement averages or aggregate figures INDOT can share would still be helpful.

In a typical quarter maintenance activity will include on average: removing logos for 11 customers, removing 1 mainline sign, 2.33 ramp signs, 1.33 trailblazer signs and 2 TODS, modifying 8 structures, repairing 4.25 logo signs and 2 TODS, trimming trees at 3.33 locations, and updating 2 plaques.

114. RFP §2.1 establishes that all program costs, including maintenance and replacement, are funded entirely from participant fees and revenues collected by the Contractor, with no INDOT cost-sharing mechanism described. The Force Majeure clause in Attachment G (p. G-6) suspends performance obligations during qualifying events but does not address cost responsibility. Can INDOT confirm that the Contractor bears 100% of replacement costs for signs damaged by vehicle strikes, weather events, or vandalism, with no offset or credit from INDOT, and that lost revenue during sign outages is similarly the Contractor's sole responsibility with no available compensation?

    INDOT has a damage to state property program known as DamageWise (see https://www.in.gov/indot/doing-business-with-indot/other-business/damage-to-state-property/). Logo signs and TODS that are damaged in a collision are often identified through the DamageWise program and INDOT will assist with providing crash record numbers to the selected Contractor to help facilitate auto insurance claims. Beyond this however, the Contractor will be responsible for losses from uninsured motorists, unreported crashes, weather events, and vandalism.

115. RFP §2.2.14 requires Contractor coordination with INDOT on construction projects affecting Logo Signing or TODS locations, but does not address cost responsibility when removal is required. Attachment D §8 addresses TODS participant credits for road work in limited "unusual circumstances," but no comparable provision exists for LOGO signs. Can INDOT confirm: (1) who bears the cost of removing and reinstalling LOGO signs when INDOT initiates a construction project requiring removal of a sign with an active participant lease; and (2) whether INDOT will provide any remittance credit or adjustment to the Guaranteed Annual Remittance for revenue lost on the affected participant lease during that period?

    See the response to question 2 above.

116. RFP §A.3 sets an 80-page limit for Volume I (excluding appendices) but does not address several front-matter elements. Can INDOT confirm whether Offerors may include the following, and if so, whether they count toward the Volume I page limit: (a) a cover or title page for each volume; (b) the signed cover letter required under §A.6(2); (c) section divider/tab pages separating the eight required Volume I sections?

    Cover, title, index, and divider pages will not be counted towards the page limit.

117. May the Offeror submit the Volume I Appendices (RFP §A.3) as a separate document/file from the rest of Volume I? RFP §A.2(1) instructs Offerors to verify that "their first email" sent to IndotASIP@indot.in.gov is received, suggesting more than one email may be submitted. If

Appendices are submitted as their own document, would they be sent as a separate email, and if so, does the 25 MB limit in §A.2(3) apply independently to that email, or to the entire proposal package combined across all emails?

See the response to question 34 above.

118. Can INDOT provide: copies of the current Participant Agreement template(s) used for the LOGO, Expressway, and TODS programs, so Offerors can review the governing terms and conditions?

See the response to question 22 above.

119. Can INDOT provide: an updated participant list by program including contract/onboarding date, program category, and expiration date? A prior public-records production included documents titled "ILSG 2025 Logo Customer List," "Expressway Customer List," and "TODS Customer List"; Can INDOT confirm whether a current, updated version of these lists is available for this procurement?

See the response to question 73 above.