

Request for Proposal
ACQ-2010-03 15-RFP

Automated Speed Enforcement in
Work Zones Pilot Project

Offered by

***Washington State Department of
Transportation***

Proposal Due Date: September 10, 2010

Table of Contents

SECTION 1	DEFINITIONS.....	1
SECTION 2	GENERAL INFORMATION.....	5
2.1	Introduction.....	5
2.2	Objective	5
2.3	Concept of Operations	6
2.4	Contract Term	7
2.5	Statewide Vendor Status	7
SECTION 3	RFP ADMINISTRATION AND PROPOSAL INSTRUCTIONS.....	8
3.1	General Terms and Conditions	8
3.1.1	Electronic Availability	8
3.1.2	No Obligation to Contract.....	8
3.1.3	Right to Modify RFP Scope and Requirements.....	8
3.1.4	Amendments to the RFP	8
3.1.5	Waivers	8
3.1.6	Most Favorable Terms	8
3.1.7	Receipt of Insufficient Competitive Proposals	9
3.1.8	Exceptions to RFP.....	9
3.1.9	Vendor Complaints	9
3.1.10	Proposer Expenses	9
3.1.11	Travel, Hotel Per-Diem Costs.....	9
3.1.12	Advanced Payment Prohibited.....	10
3.1.13	Conditional Sales Contract	10
3.1.14	Worker’s Compensation Coverage	10
3.1.15	Publicity	10
3.1.16	Minority and Woman Owned Business Enterprises Consideration.....	10
3.1.17	Vendor Presentations and Interviews.....	10
3.2	WSDOT Contract Administrator	11
3.3	Communications	11
3.4	RFP Inquiries/Vendor Written Questions & WSDOT Answers.....	12
3.5	Proprietary Information and Public Disclosure	12
3.6	Copyright Privileges	13
3.7	Acquisition Schedule	13
3.8	Mandatory Letter of Intent to Propose (FAX or email submittal acceptable) ..	13
3.9	Submission of Proposals (Submission by mail or hand delivery required)	14
3.9.1	Time and Manner of Submission.....	14
3.9.2	Withdrawal of Proposals.....	14
3.9.3	Vendor’s Acknowledgement	14
3.9.4	Failure to Comply	15
3.9.5	Errors in Proposal	15
3.9.6	Proposal Clarifications.....	15
3.9.7	Rejection/Waiver/Corrections.....	15
3.9.8	Proposal Acceptance Period	15
SECTION 4	CONTRACT AWARD AND PROTESTS.....	16
4.1	Contract Award.....	16

4.1.1	Award Basis	16
4.1.2	Notification	16
4.1.3	WSDOT Right to Withdraw Award	16
4.1.4	Notification to Unsuccessful Vendors	16
4.1.5	Debriefing of Unsuccessful Vendors	16
4.2	Protests of the Award.....	17
4.2.1	Grounds for Protest.....	17
4.2.2	Procedure for Protest.....	17
4.2.3	Procedure for Appeal	18
SECTION 5	PROPOSAL SUBMITTAL REQUIREMENTS	20
5.1	General.....	20
5.2	Proposal Sections.....	20
5.3	Format	22
SECTION 6	ADMINISTRATIVE PROPOSAL (<i>Proposal Section 1</i>).....	23
6.1	Table of Contents (<i>Proposal Section 1a</i>).....	23
6.2	Letter of Submittal (<i>Proposal Section 1b</i>).....	23
6.3	Signed Required Appendices (<i>Proposal Section 1c</i>).....	24
6.4	Vendor Contract Administrator Information (<i>Proposal Section 1d</i>).....	24
SECTION 7	VENDOR FINANCIAL AND BUSINESS REQUIREMENTS (<i>Proposal Section 2</i>)	25
7.1	Tax Information (<i>Proposal Section 2a</i>)	25
7.2	Solvency (<i>Proposal Section 2b</i>).....	25
7.3	Business Identification (<i>Proposal Section 2c</i>).....	25
7.4	Company Officers (<i>Proposal Section 2d</i>).....	25
7.5	Legal Status (<i>Proposal Section 2e</i>).....	26
7.6	Previous State Contracts (<i>Proposal Section 2f</i>)	26
7.7	Employee Status (<i>Proposal Section 2g</i>)	26
7.8	Contract Terminations (<i>Proposal Section 2h</i>)	26
7.9	Other Contract Terminations (<i>Proposal Section 2i</i>)	26
7.10	Proof of Insurance (<i>Proposal Section 2j</i>).....	27
7.11	Additional Insurance Provisions (<i>Proposal Section 2k</i>)	27
7.12	Litigation (<i>Proposal Section 2l</i>).....	27
7.13	Full Disclosure (<i>Proposal Section 2m</i>).....	28
7.14	Contracts (<i>Proposal Section 2n</i>)	28
7.15	Future Agreements (<i>Proposal Section 2o</i>).....	28
7.16	OMWBE (<i>Proposal Section 2p</i>)	28
7.17	Best Value (<i>Proposal Section 2q</i>).....	28
SECTION 8	BUSINESS OPERATIONS REQUIREMENTS (<i>Proposal Section 3</i>)....	29
8.1	General.....	29
8.2	Vendor Qualifications (<i>Proposal Section 3a</i>).....	29
8.2.1	Company Information.....	29
8.2.2	Project Team Organization	29
8.2.3	Key Project Staff.....	29
8.2.4	Automated Speed Enforcement Experience	30
8.3	Project Management (<i>Proposal Section 3b</i>)	30
8.4	Management Documents (<i>Proposal Section 3c</i>).....	30

8.4.1	General.....	30
8.4.2	Maintenance Support Plan	31
8.4.3	Training Plan.....	31
8.4.4	Data Reports.....	31
8.4.5	Monthly Operation Reports	31
8.4.6	Daily Unusual Activities Reports	31
8.4.7	Monthly Invoices	31
8.4.8	Monthly Audit Records.....	32
8.5	Weekly Status Meetings (<i>Proposal Section 3d</i>)	32
8.6	Kickoff Meeting (<i>Proposal Section 3e</i>).....	32
8.7	Pre-Deployment Meetings (<i>Proposal Section 3f</i>)	32
8.8	Washington County District Court Coordination Meeting (<i>Proposal Section 3g</i>)	33
8.9	Access to and Operations on Highway Right of Way (<i>Proposal Section 3h</i>) ..	33
8.10	Compliance with Laws, Regulations and Standards (<i>Proposal Section 3i</i>).....	33
8.11	Cooperation with Other Contractors (<i>Proposal Section 3j</i>).....	34
8.12	Monitoring Specifications (<i>Proposal Section 3k</i>).....	34
SECTION 9	TECHNICAL REQUIREMENTS (<i>Proposal Section 4</i>).....	35
9.1	General.....	35
9.2	Enforcement Vehicles (<i>Proposal Section 4a</i>).....	35
9.3	Electronic Data Collection, Storage and Processing Equipment (<i>Proposal Section 4b</i>)	36
9.4	Website Server Maintenance (<i>Proposal Section 4c</i>)	38
9.5	Infraction Processing (<i>Proposal Section 4d</i>)	38
9.6	Training (<i>Proposal Section 4e</i>).....	40
9.6.1	Web Training	40
9.6.2	Additional Training.....	40
9.6.3	Training Material	40
9.7	Implementation and Operation (<i>Proposal Section 4f</i>)	41
9.7.1	Coordination	41
9.7.2	Vendor Support.....	41
9.7.3	Vendor Personnel Requirements.....	42
9.8	Data Storage and Disclosure (<i>Proposal Section 4g</i>).....	43
SECTION 10	PRICE PROPOSAL (<i>Proposal Section 5</i>).....	44
10.1	Price Certification	44
10.2	Price Proposal Tables	44
10.3	OMWBE Costs	44
SECTION 11	EVALUATION PROCESS	45
11.1	General.....	45
11.2	Proposal Evaluation Process	45
11.3	Pass/Fail Screening	45
11.4	Evaluation and Scoring	46
11.5	Price Proposal Score	46
11.6	Final Score and Selection of Apparently Successful Vendor	47
11.6.1	Pass/Fail Evaluations	47
11.6.2	Technical Requirements – 250 Points.....	47

11.6.3	Business Requirements– 400 Points	47
11.6.4	Cost Proposal – 250 Point.....	48
11.6.5	Best Value Computation – 100 Points	48
11.7	Contract Award.....	48

Appendix A – Contract
Appendix B – Certifications and Assurances
Appendix C – Price Proposal Tables
Appendix D – Price Certification
Appendix E – Automated Speeding Notice of Infraction Form
Appendix F – Automated Enforcement Ticketing Process Conceptual Flowchart
Appendix G – Automated Enforcement Statement of Non-Liability Form Flowchart
Appendix H – Affidavit of Non-Responsibility Form
Appendix I – Nondisclosure and Confidentiality Agreement
Appendix J – Vendor Business References
Appendix K – Candidate Project List

SECTION 1 DEFINITIONS

The following terms as used throughout this RFP shall have the meanings set forth below.

“Acceptance” shall mean a written notice from WSDOT to Vendor that the System, or specified portions thereof, have passed any of the required inspection and testing when the Products or Services are delivered.

“Amendment” shall mean the modification, amendment, alteration, addition, deletion, or waiver of any term or condition of this RFP, as set forth in writing by the WSDOT Contract Administrator and Vendor Contracting Officer and signed by authorized staff.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“Calendar Days” shall mean shall mean a day reckoned from midnight to midnight.

“Confidential Information” shall mean various trade secrets and information of each party that either Vendor or WSDOT desires to protect against unrestricted disclosure including, without limitation, WSDOT non-publicly available Data, non-public Specifications, the Software, State security data, any non-public information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of the Contract, and information that is designated as confidential by the disclosing party and that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other State or Federal statutes. Confidential Information includes, but is not limited to: Employee and alleged violators personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, and law enforcement records.

“Contract” shall mean the written contract entered into by and between WSDOT and the successful Vendor that establishes the Project requirements and terms and conditions including, but not limited to, all exhibits, the RFP, the Proposal, appendices, attachments, licenses, and any other document incorporated by reference into the Contract. The Contract template is attached to this RFP as **Appendix A**.

“DIS” shall mean the Washington State Department of Information Services.

“DOL” shall mean the Washington State Department of Licensing.

“Equipment” shall mean the enforcement vehicle, radar/lidar and photography equipment and the physical aspects of the System, excluding Hardware.

“Hardware” shall mean the physical aspect of computers, telecommunications, and other information technology devices. Hardware is a collective term that includes not

only the computer proper, but also the cables, connectors, power supply units, and peripheral devices such as keyboard, mouse, audio speakers, display screens and printers, etc. Hardware is also used collectively to describe the physical aspects of telephony and telecommunications network infrastructure.

“ISB” shall mean the Information Services Board, a Washington State government agency.

“Optical Character Recognition” shall mean a Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and jurisdiction from the image of the license plate.

“Optical Plate Recognition” shall mean a Software process that recognizes license plate characteristics, as well as the license plate characters which, in this application, extracts the license plate numbers from the image of the license plate, as well as any “specialty plate configurations” for proper identifications with DOL or others.

“Product(s)” shall mean all Equipment supplied by Vendor under the Contract, including but not limited to, any Hardware, Software, material, devices, and documentation.

“Project” shall mean the Automated Speed Enforcement in Work Zones Pilot Project.

“Proposal” shall mean a written offer to perform the Contract to provide goods and/or services to WSDOT in response to this RFP.

“Proprietary Information” shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“RCW” shall mean the Revised Code of Washington.

“Request for Proposals” or **“RFP”** shall mean the Request for Proposals used as a solicitation document to establish the Contract, including all appendices, exhibits, attachments, and Amendments thereto.

“Services” shall mean those services provided by Vendor under contract as a result of this RFP and as a result of any amendments to the Contract.

“Software” shall mean computer instructions, including but not limited to, programs, routines, functions, libraries, and data bases, supplied, procured or developed by Vendor in connection with the performance of the Work, including but not limited to, the Software. Software shall not include embedded code, firmware, internal code, micro code, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment. Software includes all prior, current, and

future versions of the Software and all Maintenance updates and error corrections which are provided to WSDOT under the Contract.

“Specifications” shall mean the technical, project delivery, contractual, and other requirements set forth in this RFP.

“State” shall mean the State of Washington.

“Subcontractor” shall mean a person, partnership, company, or other organization which is not in the employment of or owned by Vendor, that is performing all or part of Vendor’s responsibilities under the Contract, pursuant to a separate contract entered into by and between the Subcontractor and of the Vendor. The term “Subcontractor” means a Subcontractor of any tier.

“System” shall mean the Hardware, Software, Equipment, documentation, and any other Product or Service delivered under the Contract for the Project.

“Transaction” shall mean a System record of activity; an event recorded in the System.

“Vendor” shall mean any respondent to this RFP, and as the context requires, any firm, provider, organization, individual, personnel, or other entity, and its employees personnel, agents, and Subcontractors, performing in whole or in part the activities required by or resulting from this RFP.

“Vendor Contract Administrator” shall mean that person designated by Vendor to administer this RFP on behalf of Vendor.

“Vendor Contracting Officer” shall mean the Vendor’s officer with signature authority, or the person to whom signature authority has been delegated in writing to legally bind Vendor to a contractual relationship. This term includes, except as otherwise provided in this RFP, an authorized representative of Vendor Contracting Officer acting within the limits of his/her authority.

“Vendor Project Manager” shall mean a representative of Vendor who is assigned as the primary contact person whom the WSDOT Project Manager shall work with for the duration of the awarded Contract.

“Work” shall mean all Products and/or Services provided by Vendor pertaining to the scope of work of this RFP.

“WSDOT” shall mean Washington State Department of Transportation, any division, section, office, unit or other entity within WSDOT, and any of the officers or other officials lawfully representing WSDOT.

“WSDOT Contract Administrator” shall mean that person designated by WSDOT to administer this RFP on behalf of WSDOT.

“WSDOT Contracting Officer” shall mean Assistant Secretary of WSDOT Finance & Administration, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFP, an authorized representative of the WSDOT Contracting Officer acting within the limits of his/her authority.

“WSDOT Project Manager” shall mean the person designated by WSDOT who is assigned as the primary contact person whom Vendor’s Account Manager shall work with for the duration of this RFP.

“WSP” shall mean Washington State Patrol, any division, section, office, unit or other entity within WSP, and any of the officers or other officials lawfully representing WSP.

* * * End of Section * * *

SECTION 2 GENERAL INFORMATION

2.1 Introduction

Washington State Department of Transportation (WSDOT) is offering this Request for Proposals (RFP) to solicit Vendors interested in providing proposals for administering an automated speed enforcement program in select work zones on Washington State Highways. Vendors will provide equipment and services that include vehicles, radar, cameras and other equipment. Vendor will also process photos of vehicles exceeding the speed limit in work zones to verify validity of infractions. The process of violations and infractions will require coordination with the Washington State Patrol and various Washington County District Courts.

The Vendor selected for the Contract shall be responsible in meeting the requirements of this RFP. The Vendor shall be responsible for providing equipment and services in order to administer an automated speed enforcement program in work zones under a pilot project within the State of Washington.

2.2 Objective

WSDOT seeks Proposals and will award a single contract for the work specified in this RFP. Proposals are to be submitted with the understanding that an acceptance of the Proposal, in writing by WSDOT, shall constitute an agreement to execute the Contract between the Vendor and WSDOT; however, WSDOT is not obligated to award a contract as a result of this RFP.

WSDOT, in conjunction with the Washington State Patrol (WSP) desires to enter into a Contract with one (1) Vendor to operate the pilot project for automated vehicle speed enforcement in work zones on state highways. WSDOT and WSP anticipate the Vendor will provide goods and services to meet the Project goals, needs and specific detailed requirements as provided in the following sections. This information should be used by the Vendor to prepare its Proposal and shall be incorporated into the terms of any awarded Contract.

WSDOT and WSP seek a Vendor to provide a complete turnkey digital photo speed enforcement program for work zones on state highways. The purpose of the Project is to reduce speeding in work zones by increasing public awareness and issuing infractions to drivers exceeding posted work zone speeds. Authority for this Project was granted in Engrossed Substitute Senate Bill (ESSB) 6381, Sections 206 and 218 from the 2010 Washington State Legislative Session. ESSB 6381 allows WSDOT to work in conjunction with WSP to enforce speeding in highway work zones with automated safety cameras. The program's objective is to reduce the number of speeding vehicles in construction work zones to reduce the danger to workers and the traveling public.

The Contract awarded as a result of this procurement will incorporate this RFP and the Vendor's Proposal. The requirements described in this document, along with the Vendor's Proposal will form the basis for Acceptance and related Contract adherence.

2.3 Concept of Operations

The Vendor will be responsible for supplying an enforcement vehicle, radar and photography equipment. The Vendor will also be responsible for back office activities. See **Appendices F and G** for further details. Provided below is a summary of the operations concept for the Project.

2.3.1 Vendor operates camera and radar equipment to capture motor vehicles exceeding posted speeds in selected work zones. Camera captures photos of rear view of the vehicle and its license plate.

2.3.2 Vendor reviews photographs of license plates captured and selects clearest photograph to enter the license plate information into secure computer system.

2.3.3 License plate information is sent to DOL/national data base to identify the registered owner of the vehicle.

2.3.4 When registered vehicle owner information is received from DOL/national data base, the Vendor compares the photographs, vehicle information, and license plate a second time to verify all the information matches.

2.3.5 Vendor uses photographs of identified vehicle violations and corresponding vehicle ownership to create a Washington State Automated Speed Infraction (See **Appendix E** for further details). Infractions are placed on the Vendor's secure server for Washington State Patrol to review. WSP Troopers or cadets review the photographs assuring that a violation took place and that the registration information matches the license plate and vehicle seen in the photograph. Trooper or cadet electronically approve the infraction and return it to the Vendor for issuance.

2.3.6 Infractions are sent to the registered vehicle owner by the Vendor. Violation notices are also sent to the applicable Washington County District Court for processing.

2.3.7 Violators have the option of paying the citation by mail or other means used by the applicable Washington County District Court. Those who seek a court hearing may choose: (1) a Mitigation Hearing if they agree to having committed the infraction and want to explain the circumstances or (2) a Contested Hearing if they believe they did not commit the infraction and want to challenge it. Registered vehicle owners may also submit to the court a sworn and signed Affidavit of Non-Responsibility (See **Exhibit H**) that states the vehicle was stolen, or was not in their care, custody, or control at the time of the violation.

2.4 Contract Term

2.4.1 The Contract will be effective upon the date of final party signature. The Contract will provide for a single term through June 30, 2011. The period of performance of the Contract resulting from this RFP will commence upon execution of the Contract by both parties and terminate June 30, 2011, unless extended as provided below, or terminated sooner as provided in the Contract.

2.4.2 In the event the Washington State Legislature authorizes the continuation of the Project beyond June 30, 2011, WSDOT may, at its sole discretion, extend the Contract for a period of time not to exceed the time limitations authorized by such legislation. Further, any extension shall be pursuant to written amendment to the Contract and shall be subject to such additional terms and conditions as may be imposed by said legislation, if any.

2.5 Statewide Vendor Status

Each Vendor shall indicate in the Letter of Submittal (Additional information on the Letter of Submittal is set forth in **Section 4.2** herein) and as a condition of Contract award that they have or will register with the Washington State Office of Financial Management as a Statewide Vendor within ten (10) Business Days of notification of Contract award.

* * * End of Section * * *

SECTION 3 RFP ADMINISTRATION AND PROPOSAL INSTRUCTIONS

3.1 General Terms and Conditions

3.1.1 Electronic Availability

The contents of this RFP and any Amendments/addenda and written answers to questions will be available on the WSDOT website at:

<http://www.wsdot.wa.gov/Business/Contracts/default.htm>

3.1.2 No Obligation to Contract

This RFP does not obligate the State of Washington or WSDOT to contract for Service(s) or Product(s) specified herein. WSDOT also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a Contract.

3.1.3 Right to Modify RFP Scope and Requirements

WSDOT reserves the right to modify the scope and requirements of the Project, including adding and deleting functionality, throughout the procurement process. After a Vendor is selected, WSDOT reserves the right to further modify the scope or requirements and allow the selected Vendor to submit a revised price based on the modifications.

3.1.4 Amendments to the RFP

WSDOT reserves the right to issue an amendment to this RFP. In the event that it becomes necessary to revise any part of the RFP, WSDOT will issue an amendment to the RFP to all Vendors who have submitted a Letter of Intent to Propose by the date and time specified in **Table 1** in **Section 3.7**. The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued. If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence. Only Vendors who have properly submitted a Letter of Intent to Propose will directly receive amendments to the RFP.

3.1.5 Waivers

WSDOT reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that their Proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the Vendor has obtained such a waiver in writing from WSDOT prior to submission of the Proposal. Such a waiver, if granted, will be granted to all Vendors.

3.1.6 Most Favorable Terms

WSDOT reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the Proposal should be submitted initially on the most favorable

terms that the Vendor can offer. At its discretion, WSDOT reserves the right to request Best and Final Offers (BAFO) from the finalists. The Vendor must be prepared to accept this RFP for incorporation into the Contract resulting from this RFP. The Contract may also incorporate portions or the Vendor's entire Proposal. It is understood that the Proposal will become a part of the official file on this matter without obligation to WSDOT.

3.1.7 Receipt of Insufficient Competitive Proposals

If WSDOT receives only one (1) responsive Proposal as a result of this RFP, WSDOT reserves the right to select and award the contract to the single Vendor.

3.1.8 Exceptions to RFP

Vendors should carefully review this RFP and all of its exhibits. Any Vendor wishing to take exception to any of the contents of this RFP must notify the WSDOT Contract Administrator in writing as specified in **Section 3.2** herein.

3.1.9 Vendor Complaints

A complaint may be made before a Vendor responds to a solicitation document, if the Vendor believes that the document unduly constrains competition or contains inadequate or improper criteria. The written complaint must be made to the WSDOT Contract Administrator before the due date of the Proposal; however, the solicitation process may continue.

The WSDOT Contract Administrator must immediately forward a copy of the complaint to the policy and planning unit of the Department of Information Systems (DIS). The WSDOT Contract Administrator must also reply to the Vendor with a proposed solution and advise DIS of its reply. If the Vendor rejects the proposed solution, DIS may direct modification of solicitation requirements or the schedule, direct withdrawal of the solicitation, or may take other appropriate steps. The DIS decision is final and no further administrative appeal is available.

3.1.10 Proposer Expenses

WSDOT will not assume any expense incurred by the Vendor for or related to responding to this RFP. Vendors are solely responsible for their own expenses in preparing, delivering, and/or presenting a Proposal and for subsequent negotiations with WSDOT, if any.

3.1.11 Travel, Hotel Per-Diem Costs

All travel and per diem will be the responsibility of the Vendor and should be considered when preparing the price Proposal. No separate allowances or fees will be paid for travel or per diem for the Vendor.

3.1.12 Advanced Payment Prohibited

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendor shall be paid after Services and Products are delivered and accepted by WSDOT.

3.1.13 Conditional Sales Contract

The State may not enter into a conditional sales contract, unless the contract can be cancelled for non-allocation of funds by the legislature, with no penalty to the State.

3.1.14 Worker's Compensation Coverage

The selected Vendor will, at all times, comply with all applicable workers' compensation, occupational disease and occupational health and safety laws, statutes and regulations to the full extent applicable. Neither the State of Washington nor WSDOT will be held responsible in any way, for claims filed by the Vendor or their employees for service(s) performed under the terms of the Contract awarded from this RFP.

3.1.15 Publicity

No informational pamphlets, notices, press releases, research reports, and/or similar public notices concerning this Project, may be released by the selected Vendor, without obtaining prior written approval from WSDOT.

3.1.16 Minority and Woman Owned Business Enterprises Consideration

Vendors who are certified by the State as Women Owned Business Enterprises or Minority Owned Business Enterprises are encouraged to respond. Businesses certified by the Office of Minority and Women's Business Enterprises do not receive preference when Responses are evaluated.

3.1.17 Vendor Presentations and Interviews

WSDOT may, at its sole discretion, invite Vendors to meet with WSDOT in the Olympia area to discuss their Proposal and answer questions. Each Vendor's time will be limited to two hours and consist of a brief presentation by the Vendor summarizing their Proposal followed by a discussion focused primarily on the Vendor's technical approach, project delivery approach, price, and potentially a demonstration of the Vendor's system. WSDOT may provide a list of questions in advance of the meeting in order that the Vendor may be prepared. The Vendor's Project Manager shall attend the meeting, conduct the presentation, and lead the Vendor's half of the discussion. If WSDOT utilizes this optional non-scoring evaluation phase, the WSDOT Contract Administrator will contact the Vendor representative to schedule interviews per the date and time provided in **Table 1** in **Section 3.7**.

3.2 WSDOT Contract Administrator

The WSDOT Contract Administrator is the **sole point of contact** in WSDOT for this procurement. Upon issuance of this RFP and until WSDOT has awarded the Contract, all communication between the Vendors and WSDOT shall be with the WSDOT Contract Administrator as follows:

Cheryl Mills, WSDOT Contract Administrator

Phone: (360) 705-7548

FAX: (360) 705-6842

Email: millsc@wsdot.wa.gov

If using US Postal Service:

WA State Department of Transportation
Administrative Services Contracts
Attn: Cheryl Mills
P.O. Box 47408
Olympia, WA 98504-7408

If using UPS, FedEx, etc

WA State Department of Transportation
Administrative Services Contracts
Attn: Cheryl Mills
719 Sleater Kinney Road SE, Suite 200
Lacey, WA 98503-1138

3.3 Communications

3.3.1 The contents of this RFP and any Amendments/addenda and written answers to questions will be available on the WSDOT website at:

<http://www.wsdot.wa.gov/Business/Contracts/default.htm>

3.3.2 Upon receipt of this RFP and until WSDOT has awarded a contract to the Vendor whose Proposal is most advantageous to WSDOT, the Vendor may not approach any WSDOT employee, director, or consultant other than the WSDOT Contract Administrator to whom inquiries, Proposals, and other correspondence concerning this RFP shall be addressed. Communication regarding this RFP with any other WSDOT personnel or State employee will be considered unofficial and non-binding to WSDOT. ***Solicitation to WSDOT employees is prohibited in any form.*** Communication by Vendor directed to parties other than the WSDOT Contract Administrator may result in disqualification of the Vendor.

3.3.3 Vendors are to rely only on written statements issued by the WSDOT Contract Administrator. Any oral communications will be considered unofficial and non-binding on WSDOT.

3.3.4 Vendor may use fax and/or email for any communication required in this RFP, EXCEPT for the formal response to this RFP (i.e. Proposal) and protest, if any. Vendor must submit Proposals and protests by delivery to post office or street address indicated in **Section 3.2** above.

3.4 RFP Inquiries/Vendor Written Questions & WSDOT Answers

WSDOT must receive all written inquiries and correspondence from Vendors by the date and time shown in **Table 1** in **Section 3.7** herein. The Vendor may submit the questions by U.S. mail, facsimile, or email at the street or post office box address, facsimile number, or email address specified in **Section 3.2** herein, respectively. WSDOT will not respond to Vendor questions submitted after said date. WSDOT will provide written answers by the date shown in **Table 1** in **Section 3.7** herein.

It is incumbent upon each potential Vendor to carefully examine the RFP requirements, terms, and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities in this RFP, the Vendor shall at once request, in writing, an interpretation from the WSDOT Contract Administrator. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing and delivered to the WSDOT Contract Administrator via U.S. mail, facsimile, or email at the street or post office box address, facsimile number, or email address specified in **Section 3.2** herein, respectively. WSDOT will not respond to Vendor questions submitted after said date. WSDOT will provide written answers by the date shown in **Table 1** in **Section 3.7** herein.

Any changes or clarifications to the information provided herein shall be reduced to writing and will be furnished to each Vendor who has properly submitted a Letter of Intent to Propose.

3.5 Proprietary Information and Public Disclosure

Materials submitted in response to this competitive procurement shall become the property of WSDOT. All Proposals received shall remain confidential until the Contract, if any, resulting from this RFP is awarded (i.e. executed by all parties). Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56 regarding “Public Records.”

In the event a Vendor desires to claim portions of their Proposal as exempt from public disclosure, the Vendor shall identify those portions in the Letter of Submittal. Each page of the Proposal claimed to be exempt shall be clearly identified as “CONFIDENTIAL”. WSDOT reserves the right to decide whether any or all of the claimed exemptions are appropriate. Vendors may not mark the entire Proposal as proprietary.

WSDOT will consider a Vendor’s request for exemption from disclosure; however, WSDOT will make a decision predicated upon applicable laws. Marking the entire Proposal exempt from disclosure will not be honored. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the Proposal, such information will not be made available until the affected Vendor has been given an opportunity to seek a court injunction against the requested disclosure.

The Proposal of the successful Vendor will become part of the Contract, which is subject to public disclosure. Data contained in the Proposal, all documentation provided, and innovations developed as a result of the Contract become the property of WSDOT.

3.6 Copyright Privileges

All copyright privileges for any material developed to satisfy the terms of any awarded Contract resulting from this RFP process are to remain the property of the WSDOT.

3.7 Acquisition Schedule

All Vendors shall adhere to the following schedule of activities. Notwithstanding the provisions of RCW 1.12.070, late Proposals will not be accepted, nor will time extensions be granted.

Table 1 shows the schedule of activities for this procurement, unless explicitly amended by WSDOT in writing.

Activity	Due Date	Time*
Official Publication of RFP	August 13, 2010	N/A
Mandatory Letter of Intent to Propose Due	August 18, 2010	4 pm
Vendor Submittal Due Date For Written Questions	August 20, 2010	4 pm
Answers to Written Questions	August 30, 2010	4 pm
Amendments to RFP, if any	September 2, 2010	N/A
Proposals Due	September 10, 2010	4 pm
Interviews (at WSDOT's discretion)	September 15 - 16, 2010	TBD
Notice of Apparent Successful Vendor	On or before September 20, 2010	N/A
Execute Contract	On or before October 1, 2010	N/A

* Times are Pacific time.

Table 1. Schedule of Procurement Activities

3.8 Mandatory Letter of Intent to Propose (FAX or email submittal acceptable)

A letter indicating the Vendor's intent to respond to this RFP must be received by the WSDOT Contract Administrator no later than the date and time listed in **Table 1** in **Section 3.7**. The Vendor may submit the Letter of Intent to Propose by U.S. mail, post office box address, courier delivery service at the street address or email address specified in **Section 3.2** herein, respectively. **If submitting by email, acquisition number ACQ-2010-0315-RFP must be in the subject line on the email.**

Only Vendors who properly submit a Letter of Intent to Propose will directly receive written answers to written Vendor questions (as provided in **Section 3.4** herein),

Amendments (as provided in **Section 3.1.4** herein), and other information issued by WSDOT regarding this RFP.

By submitting a Letter of Intent to Propose, the Vendor accepts the procedure, review criteria, and the administrative instructions of this RFP.

The Letter of Intent to Propose must include the following information:

- Vendor name
- Name and title of Vendor's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the Vendor's Proposal)
- Address
- Telephone number
- Fax number
- Email address
- Statement of intent to propose

3.9 Submission of Proposals (Submission by mail or hand delivery required)

3.9.1 Time and Manner of Submission

Vendors shall submit their Proposals in the number and format as set forth in **Section 5** herein to the WSDOT Contract Administrator. Proposals must be addressed to the WSDOT Contract Administrator and received by WSDOT by the date and time indicated in **Table 1** in **Section 3.7** at the street address or post office box listed in **Section 3.2** herein. **WSDOT will not accept facsimile or other electronically submitted Proposals.** Any Proposal received after the prescribed deadline will be marked as "Late" and will not be considered. Late Proposals will be returned to the Vendor unopened.

Vendors mailing Proposals should allow normal mail delivery time to ensure receipt of their Proposals by the WSDOT Contract Administrator within the time period prescribed in Table 1- Schedule of Procurement Activities, as set forth in **Section 3.7** below.

3.9.2 Withdrawal of Proposals

Vendors may withdraw a Proposal that has been submitted at any time up to the Proposal due date and time set forth in the **Table 1** in **Section 3.7** herein. A written request signed by an authorized representative of the Vendor must be submitted to the WSDOT Contract Administrator by postal mail, facsimile or in person. After withdrawing a previously submitted Proposal, the Vendor may submit another Proposal at any time up to the Proposal due date and time set forth in the **Table 1** in **Section 3.7** herein.

3.9.3 Vendor's Acknowledgement

By submitting a Proposal in response to this RFP, each Vendor unequivocally acknowledges that the Vendor has read and fully understands this RFP, and that the

Vendor has asked questions and received satisfactory answers from WSDOT regarding any provisions of this RFP with regard to which the Vendor desired clarification.

3.9.4 Failure to Comply

For a Proposal to be considered complete, all requirements of this RFP must be addressed. Vendor's failure to comply with any part of this RFP may result in the Vendor's Proposal being disqualified for being non-responsive to this RFP. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may be disqualified from further consideration.

3.9.5 Errors in Proposal

Vendors are liable for all errors or omissions contained in their Proposals. Vendors will not be allowed to alter Proposal documents after the deadline for Proposal submission. WSDOT is not liable for any errors in Proposals. WSDOT reserves the right to contact Vendor for clarification of Proposal contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team may, at their discretion and acting through the WSDOT Contract Administrator, contact a Vendor to clarify specific points in the submitted Proposal. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Proposals.

3.9.6 Proposal Clarifications

WSDOT, in its sole discretion, will make the determination of clarity and completeness in the Proposals to any of the provisions in this RFP. WSDOT reserves the right to require clarification, additional information, and materials from any Vendor in any form relative to any or all of the provisions or conditions of this RFP.

3.9.7 Rejection/Waiver/Corrections

WSDOT reserves the right to reject any or all Proposals and to waive minor administrative irregularities contained in any Proposal received. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors' Proposals when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Proposal submission deadline.

3.9.8 Proposal Acceptance Period

Proposals providing less than one hundred eighty days (180) Calendar Days for acceptance by WSDOT from the due date set for receipt of Proposals (See **Table 1** in **Section 3.7**) will be considered non-responsive and will be rejected.

* * * End of Section * * *

SECTION 4 CONTRACT AWARD AND PROTESTS

4.1 Contract Award

4.1.1 Award Basis

The Vendor selected as a result of the Proposal evaluation process will be, in the sole judgment of WSDOT, the Vendor whose Proposal is the most advantageous to WSDOT.

4.1.2 Notification

WSDOT will notify the apparent successful Vendor via email followed by a formal letter of award. WSDOT and Vendor shall execute the Contract in the form attached hereto as **Appendix A** within five (5) Business Days after the date of the letter of award. If the selected Vendor does not execute the Contract within the prescribed time period, WSDOT may, at its sole discretion, notify and award the Contract to the Vendor ranked second as a result of the Proposal evaluation process via email followed by a formal letter of award. WSDOT and said Vendor shall execute the Contract in the form attached hereto as **Appendix A** within five (5) Business Days after the date of the letter of award. If the second Vendor does not execute the Contract within the prescribed time period, WSDOT reserves the right to either award the Contract to the Vendor ranked third under the same terms and conditions or to reject all Proposals.

4.1.3 WSDOT Right to Withdraw Award

WSDOT reserves the right to withdraw the letter of award if prior to executing the Contract a receiver is appointed to take possession of Vendor's assets, the Vendor makes a general assignment for the benefit of creditors, or the Vendor becomes insolvent or takes or suffers action under the federal Bankruptcy Act. In such event, WSDOT may, in its sole judgment, issue a letter of award to the Vendor ranked second as a result of the Proposal evaluation.

4.1.4 Notification to Unsuccessful Vendors

Vendors, whose Proposals have not been selected, will be so notified via email.

4.1.5 Debriefing of Unsuccessful Vendors

4.1.5.1 Vendors that submitted a Proposal and were not selected will be given the opportunity for a debriefing conference. The WSDOT Contract Administrator must receive the request for a debriefing conference within five (5) Business Days after the notification is sent to the unsuccessful Vendor. The debriefing shall be held within five (5) Business Days of the request.

4.1.5.2 Discussion will be limited to WSDOT's evaluation of the requesting Vendor's Proposal. Comparisons between proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.2 Protests of the Award

Protests of the Contract award may be made after WSDOT has announced the apparently successful Vendor and after the protesting Vendors have had a debriefing conference with WSDOT.

4.2.1 Grounds for Protest

Protests may be made on only these grounds:

4.2.1.1 Arithmetic errors were made in computing the score.

4.2.1.2 WSDOT failed to follow procedures established in the RFP, the IT Investment Policy, the IT Investment Standards, or applicable state or federal laws or regulations.

4.2.1.3 There was bias, discrimination, or conflict of interest on the part of an evaluator.

4.2.2 Procedure for Protest

4.2.2.1 A Vendor must file a written protest with WSDOT within five (5) Business Days after their debriefing conference. WSDOT must immediately notify DIS of receipt of the protest. WSDOT must also postpone further steps in the acquisition process until the protest has been resolved.

4.2.2.2 A protest shall be in writing, shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this information shall include:

- A. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- B. The RFP name and number and reference to WSDOT as the issuing agency.
- C. Specific and complete statement of WSDOT's action(s) being protested.
- D. Specific reference to the grounds for the protest.
- E. Description of the relief or corrective action requested.

4.2.2.3 Protests shall be addressed to:

Director, Office of Information Technology
Washington State Department of Transportation
7345 Linderson Way SW
Tumwater, WA 98501-7430

4.2.2.4 The Vendor shall also forward a copy to the WSDOT Contract Administrator at the same time the protest is sent to the Director.

4.2.2.5 Upon receipt of a protest, a protest review will be held by WSDOT. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to WSDOT. All available facts will be considered, and the Director, Office of Information Technology, or his/her delegate will issue a decision within five (5) Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five (5) Business Days of receipt of the protest.

4.2.3 Procedure for Appeal

4.2.3.1 If the protesting Vendor is not satisfied with the WSDOT's decision, it may appeal to the Department of Information Service (DIS). Written notice of appeal to DIS must be received by DIS within five (5) Business Days after the Vendor receives notification of the WSDOT's decision.

4.2.3.2 The notice of appeal shall be in writing, shall contain the facts and arguments upon which the appeal is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, this information shall include:

- A. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- B. The RFP name and number and reference to WSDOT as the issuing agency.
- C. Specific request for appeal and the basis for making the appeal.
- D. Description of the relief or corrective action requested.
- E. The original protest to WSDOT and any subsequent correspondence between WSDOT and the Vendor.
- F. WSDOT's decision relating to the original protest.

4.2.3.3 In conducting its review, DIS will consider all available relevant facts and resolve the appeal in one of the following ways:

A. Find that the protest lacks merit thereby upholding WSDOT's action;

B. Find only technical or harmless errors in WSDOT's acquisition process, determining the agency to be in substantial compliance, and therefore rejecting the protest; or

C. Find merit in the protest and provide options to WSDOT, including:

(1) Correcting errors and re-evaluating all proposals;

(2) Reissuing the RFP; or

(3) Making other findings and determining other courses of action as appropriate.

4.2.3.4 DIS will issue a written decision within five (5) Business Days after receipt of the notice of appeal, unless more time is needed. The protesting Vendor will be notified if additional time is necessary. DIS's determination is final, and no further administrative appeal is available.

* * * End of Section * * *

SECTION 5 PROPOSAL SUBMITTAL REQUIREMENTS

5.1 General

5.5.1 This section contains and describes the specific information that is to be provided in a Proposal in order to be considered by WSDOT. The Proposal shall contain all requested information and address all requirements specified within this RFP. Failure to respond or provide requested information may result in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.

5.5.2 The Proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this RFP. Standard brochures are not to be included in the Proposal. Emphasis should be on completeness and clarity of content.

5.2 Proposal Sections

Proposals shall be organized into the sections set forth in **Table 2 – Proposal Sections 1-5** below. Provide all information requested in the exact order specified in **Table 2**. The section numbers and titles must be restated in Vendor's Proposal. The required information for each section and subsection are further detailed in **Sections 6-10** of this RFP.

PROPOSAL SECTIONS 1-5	
Section 1 – Administrative Proposal (2 originals)	
Section 1a – Table of Contents	
Section 1b – Letter of Submittal - Vendor signed	
Section 1c – Signed Required Appendices – Vendor signed	
• Certifications and Assurances (Appendix B)	
• Affidavit of Non-Responsibility (Appendix H)	
• Business References (Appendix J)	
Section 1d – Vendor Contract Administrator Information	
Section 2 – Business and Financial Information (2 originals)	
Section 2a – Tax Information	
Section 2b – Solvency	
Section 2c – Business Identification	

Section 2d – Company Officers
Section 2e – Legal Status
Section 2f – Previous State Contracts
Section 2g – Employee Status
Section 2h – Contract Terminations
Section 2i – Other Contract Terminations
Section 2j – Proof of Insurance
Section 2k – Additional Insurance Provisions
Section 2m – Full Disclosure
Section 2n – Contracts
Section 2o – Future Agreements
Section 2p – OMWBE Certification
Section 2q – Best Value
Section 3 – Business Operations Requirements (2 originals and 6 copies)
Section 3a – Vendor Qualifications
Section 3b – Project Management
Section 3c – Management Documents
Section 3d – Weekly Status Meetings
Section 3e – Kickoff Meeting
Section 3f – Pre-Deployment Workshops
Section 3g – WA County District Court Coordination Meetings
Section 3h – Access to and Operations on Highway Right of Way
Section 3i – Compliance with Laws
Section 3j – Cooperation with Other Contractors
Section 3k – Monitoring Specifications
Section 4 – Technical Requirements (2 originals and 6 copies)
Section 4a -- Enforcement Vehicles
Section 4b -- Electronic Data Collection, Storage and Processing Equipment

Section 4c -- Website Server Maintenance
Section 4d -- Infraction Processing
Section 4e -- Training
Section 4f -- Implementation and Operation
Section 4g -- Data Storage and Disclosure
Section 5 – Price Proposal (2 originals)
Section 5a – Price Proposal Table (Appendix C)
Section 5b – Price Certification (Appendix D)

Table 2 – Proposal Sections 1-5

5.3 Format

Proposals shall be prepared on standard 8½ x 11-inch paper using tabbed separators (labeled) for the major numbered sections of the Proposal. Originals shall contain original signatures, be single-sided, and be bound by a three ring binder. Each copy shall be double-sided and be bound by a three ring binder. Additionally, an electronic copy (unlocked and unencrypted) of the Proposal shall be provided on CD-ROM formatted in Microsoft Office 2003 or newer. The CD-ROM shall be enclosed in a paper CD-sleeve or other protective cover.

* * * End of Section * * *

SECTION 6 ADMINISTRATIVE PROPOSAL (*Proposal Section 1*)

6.1 Table of Contents (*Proposal Section 1a*)

The Table of Contents shall include section and subsection titles and corresponding page numbers for all sections following the Table of Contents.

6.2 Letter of Submittal (*Proposal Section 1b*)

The Letter of Submittal shall be on official Vendor letterhead and reference the title and number of this RFP. The original shall be signed by the Vendor Contracting Officer. All required original signatures shall be in [blue ink](#). The Letter of Submittal must include the following in the order given:

6.2.1 Vendor's name

6.2.2 Name and title of the Vendor Contract Administrator

6.2.3 Mailing address

6.2.4 Telephone number

6.2.5 Fax number

6.2.6 Email address for Vendors Contract Administrator

6.2.7 Legal status of the Vendor (sole proprietorship, partnership, corporation, etc.), the year the entity was organized to do business, and the history of the legal status.

6.2.8 Statement indicating as a condition of Contract award that Vendor has or will register with the Washington State Office of Financial Management as a Statewide Vendor within ten (10) Business Days of notification of Contract award.

6.2.9 Statement indicating Vendor shall, as a condition of Contract award, to execute the Nondisclosure and Confidentiality Agreement (**Appendix I**).

6.2.10 Statement that proof of insurance shall be provided if Vendor is awarded the Contract.

6.2.11 Brief commentary and affirmation that the scope, schedule, Specifications, and terms and conditions of this RFP are reasonable and feasible.

6.2.12 Listing of existing or pending patents or copyrights held by Vendor or its subcontractors that pertain to any portion of the Work. If none, so state.

6.2.13 Listing of confidential portions of the Proposal. If none, so state.

6.2.14 Listing of the RFP Amendments and Questions and Answers issued by WSDOT that Vendor has received.

6.3 Signed Required Appendices (*Proposal Section 1c*)

The Proposal shall include the following completed appendices signed and dated by the Vendor Contracting Officer. All required original signatures shall be in [blue ink](#).

6.3.1 Certifications and Assurances (Appendix B**)**

Vendor must make the certification and assurances set forth in **Appendix B** Certifications and Assurances as an element of its Proposal. Compliance with this section requires the Vendor Contracting Officer to sign and date **Appendix B**.

6.3.2 Business References Form (Appendix J**)**

The Vendor must supply names, addresses and telephone numbers of a minimum of three (3) non-Vendor owned business references for which the Vendor has completed similar work within the last two (2) years. Include a brief description of the type of service provided. All customer references should be of comparable size and complexity to the WSDOT project. The Vendor must grant permission to WSDOT to independently contact the references at WSDOT's convenience. Do not include current WSDOT staff as references. **Appendix J** provides a form that must be completed for each of the references.

6.4 Vendor Contract Administrator Information (*Proposal Section 1d*)

Provide the following information listed below regarding the person designated by Vendor to administer this RFP on behalf of Vendor: name, title, street address, mailing address if different than street address, telephone number, FAX number, and e-mail address. It is the Vendor's responsibility to keep this information current during the RFP process.

* * * End of Section * * *

SECTION 7 VENDOR FINANCIAL AND BUSINESS REQUIREMENTS (*Proposal Section 2*)

Vendor shall provide in the Proposal the following financial and business requirements:

7.1 Tax Information (*Proposal Section 2a*)

Provide Vendor's Federal Employer Tax Identification number and Washington Uniform Business Identification number issued by the State of Washington Department of Revenue.

7.2 Solvency (*Proposal Section 2b*)

Provide information regarding Vendor's and all Subcontractors' solvency:

7.2.1 Has the Vendor or Subcontractors filed or been petitioned into bankruptcy or insolvency? If yes, provide details.

7.2.2 Has the Vendor been cited or threatened with citation within the last five (5) years by Federal or any State regulators for violations of any Federal or State law and impending regulations? If yes, provide details, including the nature and outcome of the situation.

7.3 Business Identification (*Proposal Section 2c*)

Provide an overview of the Vendor, including but not limited to the following:

7.3.1 Vendor's name and address and main business location.

7.3.2 State the location of the facility from which the Vendor would operate, the telephone, fax, and email address.

7.3.3 Vendor's start-up date.

7.3.4 Vendor's applicable Standard Industrial Classification codes.

7.4 Company Officers (*Proposal Section 2d*)

Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.). State the name, the title or position, address, email address, fax and telephone numbers of the individual who would have primary responsibility for the Project resulting from this RFP. Disclose who within the Vendor organization will have prime responsibility and final authority for the Work under the Contract. Name other individuals providing Services on the Project.

7.5 Legal Status (*Proposal Section 2e*)

Specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.), the year the entity was organized to do business, and the history of the legal status.

7.6 Previous State Contracts (*Proposal Section 2f*)

The Vendor shall identify all current and previous contracts with the State of Washington. Include agency, contract name, contract number, and agency point of contact (name, address, telephone).

7.7 Employee Status (*Proposal Section 2g*)

If any employee of the Vendor or Subcontractor was an employee of the State of Washington during the past twenty-four (24) months, or is now an employee of the State of Washington, the Vendor shall identify the individual by name, State agency previously or currently employed by, job title or position held, and separation date. If none, the Vendor shall so state.

7.8 Contract Terminations (*Proposal Section 2h*)

If the Vendor or any of their Subcontractor(s) has had a contract terminated for default in the last five (5) years, the Vendor shall describe such incident. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (b) litigated and such litigation determined that the Vendor was in default. Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their Subcontractor(s) has experienced no such termination for default in the past five (5) years, the Vendor shall indicate accordingly.

7.9 Other Contract Terminations (*Proposal Section 2i*)

If the Vendor or any of its Subcontractor(s) has had a contract terminated, other than default, in the last five (5) years, the Vendor must describe such incident. Submit full details of the terms for default. Identify the other party, its name, address, and telephone number. Present the Vendor's position on the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Vendor or any of their Subcontractor(s) has experienced no such termination in the past five (5) years, the Vendor shall indicate accordingly.

7.10 Proof of Insurance (*Proposal Section 2j*)

7.10.1 Provide Vendor's current Certificate of Insurance.

7.10.2 The Vendor will be required to obtain and keep in force, at its own expense, liability insurance during the term of the Contract. The Vendor will be required to furnish evidence to WSDOT within fifteen (15) Calendar Days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided. Affirm Vendor will provide proof of insurance, as a condition of Contract award, from the Vendor's insurance carrier, outlining the extent of the Vendor's liability coverage.

7.11 Additional Insurance Provisions (*Proposal Section 2k*)

Affirm that Vendor's insurance policies will, at a minimum, include the following provisions:

7.11.1 Additional Insured. The State of Washington and all authorized contract users shall be specifically named as an additional insured on all policies. All policies shall be primary over any other valid and collectable insurance.

7.11.2 Material Changes. A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy(ies) as it relates to this contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

7.11.3 Identification. Policy must reference WSDOT's Contract number and name the State of Washington.

7.11.4 Insurance Carrier Rating. An insurance company authorized to do business within the state of Washington shall issue the insurance required above. Insurance shall be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the state of Washington must approve any exception.

7.11.5 Excess Coverage. The limits of all insurance required to be provided by the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

7.12 Litigation (*Proposal Section 2l*)

Affirm there is no pending, or to the best of Vendor's knowledge, there is no threatened lawsuit or material claim against or relating Vendor which may impede or materially affect the Vendor's ability to perform the terms of the Contract.

7.13 Full Disclosure (*Proposal Section 2m*)

Affirm that there is no representation or warranty by Vendor in its Proposal or in any instrument, certificate, or statement furnished to WSDOT pursuant to this RFP, or in connection with the transactions contemplated hereby, shall contain or will contain any untrue statement of a material fact or fails to state a material fact that is necessary to make the statements set forth therein not false or misleading.

7.14 Contracts (*Proposal Section 2n*)

Describe any contracts or other obligations outstanding for the sale, exchange, or transfer of Vendor's business interests in relation to the Vendor's performance of the Contract, or any portion thereof. If none, so state.

7.15 Future Agreements (*Proposal Section 2o*)

Affirm that with respect to the period prior to Contract execution from and after the date Vendor submits its Proposal, unless the RFP is terminated in accordance with its terms, the Vendor shall not enter into any agreement, contract, commitment, lease or other transaction that affects its business description or organization as provided in its Proposal.

7.16 OMWBE (*Proposal Section 2p*)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on the Project. If this certification is not applicable, so declare.

7.17 Best Value (*Proposal Section 2q*)

Describe in detail what value Vendor's solution will provide to WSDOT, such as: the robustness of the proposed solution, supportability of the proposed solution, flexibility of the proposed solution, extensibility of the proposed solution, compliance to industry standards, and ease of use of the proposed solution.

* * * End of Section * * *

SECTION 8 BUSINESS OPERATIONS REQUIREMENTS ***(Proposal Section 3)***

8.1 General

8.1.1 This section describes the Business Operations Requirements that must be executed during the delivery of Work. Each requirement in this Section describes a specific item that must be addressed in order for service delivery to be successful. WSDOT does not desire highly conceptual responses. Preference will be given for Vendor responses that are brief, clear, and directly address the specific requirement. Responses to requirement in this Section must be stand alone in order to facilitate evaluation and scoring.

8.1.2 Business Operations Requirements include the experience of the equipment operators in automated speed enforcement, the number and availability of equipment operators, the firm's ability and procedures to capture images, quality check the images, match images to registered vehicle owners, back office staff experience and availability, training and support for equipment operators. In addition the Business Operations Requirements involve the ability of the Vendor to deliver a web portal system that is easy to use and access by WSDOT, WSP, applicable Washington County District Courts, and violators. The Vendor must also be able to work closely with Washington County District Courts adjudicating infractions.

8.2 Vendor Qualifications *(Proposal Section 3a)*

Responses must include the following information, at minimum, in the order given:

8.2.1 Company Information

Provide a brief overview of the Vendor's history, offerings, and role in the automated speed enforcement industry.

8.2.2 Project Team Organization

Provide a brief overview of how the Vendor Project team will be organized, who will perform each element of the work, and where the work will be performed. Include a Project team organization chart.

8.2.3 Key Project Staff

Identify the key individuals on the project team, including the Project Manager and describe their role on the Project. Provide a detailed biography of experience relevant to their role on the Project. Provide a minimum of three references for the Project Manager with name, title, employer, and telephone number.

8.2.4 Automated Speed Enforcement Experience

8.2.4.1 Vendor must have direct experience with highway automated speed enforcement to meet the minimum technical requirements for this Project.

8.2.4.2 Provide three (3) to ten (10) relevant project examples within the last five (5) years illustrating Vendor's prior experience with the technologies, Software, Hardware, and Services requested in this RFP. Specifically, the Vendor must have direct experience with automated speed enforcement and the back office capability to process infractions. The Vendor must demonstrate substantial experience in providing the required technologies, Software, Hardware, and Services in sufficient detail to demonstrate to WSDOT its capability in delivering the Automated Speed Enforcement in Work Zones Pilot Project.

8.2.4.3 Failure to provide a complete listing may cause the Proposal, at WSDOT's sole discretion, to be rejected as non-responsive. By submitting this list, Vendor grants permission to WSDOT to independently contact the references at WSDOT's convenience.

8.3 Project Management (*Proposal Section 3b*)

8.3.1 Affirm Vendor will perform in a manner consistent with the goals and direction of WSDOT and the requirements of the RFP. The primary management goals are to reduce the number of vehicles driving faster than the posted speed limit in selected work zones.

8.3.2 Affirm Vendor will maintain open and continuous communications during the Project with WSDOT, and the work with WSDOT to continually look for opportunities to improve efficiency while at the same time meeting the goals and requirements of the RFP.

8.3.3 Submit a project management plan to be utilized to promote optimal communications between WSDOT and Vendor throughout the Project.

8.4 Management Documents (*Proposal Section 3c*)

8.4.1 General

The Vendor shall provide Project management throughout the lifecycle of the Project. The Vendor shall prepare and deliver, at a minimum, the management documents listed in this Section.

8.4.2 Maintenance Support Plan

Provide a proposed Maintenance Support Plan for the proposed Web-based software solution and System.

8.4.3 Training Plan

Provide a proposed Training Plan that provides an overview description of the training and material to be provided, as well as specifics of individual course content, duration and materials. As WSDOT may require additional copies of training materials, Vendor shall also identify copyrights of such training materials and all applicable restrictions.

8.4.4 Data Reports

Provide a proposed Data Report that reports vehicle speeds (range, average speed, 85th percent, high speed), number of vehicles exceeding posted speed limits, number of infractions issued, and other data requested by WSDOT. These reports shall consist of data collected prior to, during, and following each deployment in a work zone. The reports may be web-based and printable in an Excel, PDF or other agreed upon format.

Affirm these Data Reports will be delivered to WSDOT no later than thirty (30) Calendar Days after the final deployment under any awarded Contract.

8.4.5 Monthly Operation Reports

Provide a proposed Monthly Operations Report that includes at least the following items: a description of enforcement activities during the month; the number of infractions issued; the percentage of legible infractions captured; and an explanation of claims, disputes or other issues. State whether the Monthly Operation Reports will be made available to WSDOT via the Vendor's web portal. Affirm Vendor will submit Monthly Operation Reports to WSDOT on or before the 10th of each calendar month during the term of the Contract (except for the first month).

8.4.6 Daily Unusual Activities Reports

Provide a proposed Daily Unusual Activities Report that includes, but not be limited to, destroyed, misprinted, or lost infraction notices, equipment problems, and difficulty in accessing a work zone. Affirm Vendor will submit the Daily Unusual Activities Reports on a weekly basis.

8.4.7 Monthly Invoices

8.4.7.1 The successful Vendor performing Work under the Contract will be required to provide invoices on a monthly basis for Work performed the previous month. The invoice must be reviewed and approved by WSDOT prior to payment and payment will be paid in accordance with the terms of the Contract. Any incorrectly submitted invoice will be returned to the Vendor for correction before payment will be made.

8.4.7.2 Provide a proposed Monthly Invoice that, at a minimum, includes WSDOT Contract Number, Vendor name, address, phone number, and Federal Tax

Identification Number; Description of Products and/or Services provided; Date(s) of delivery and/or date(s) of Service; Price for each item; Total Purchase Price; Applicable taxes; Total invoice amount, payment terms including any available prompt payment discounts.

8.4.7.3 State whether Monthly Invoices will be submitted electronically to WSDOT.

8.4.7.4 Affirm Vendor will invoice WSDOT monthly for automated enforcement operations for the previous month.

8.4.8 Monthly Audit Records

8.4.8.1 Provide a proposed Monthly Audit Record of the Washington State Automated Speeding Infraction forms. The Monthly Audit Record must contain at least the following information: infraction number, vehicle description, vehicle owner, date, time and location of the infraction, traveling speed of the vehicle.

8.4.8.2 Affirm that upon request, the audit information must be provided to WSDOT and/or WSP within thirty (30) Calendar days of receipt of such request.

8.5 Weekly Status Meetings (*Proposal Section 3d*)

Affirm Vendor will meet with the WSDOT Project Manager construction contractor weekly during periods when Work is underway. The purpose of the meeting is to plan Vendor deployment times and placement in the work zone in order to best address work zone safety and avoid conflicts with the construction.

8.6 Kickoff Meeting (*Proposal Section 3e*)

Affirm Vendor will facilitate a kickoff meeting with WSDOT and WSP one (1) week after Contract execution that will include, but not be limited to, discussions of Project management, Project location, coordination with WSP, and identification of coordination with WSDOT. The kickoff meeting shall be held in the Olympia, Washington area at a location arranged by WSDOT.

8.7 Pre-Deployment Meetings (*Proposal Section 3f*)

8.7.1 The successful Vendor performing Work under the Contract is required to meet with the WSDOT Project Manager, WSP, and the WSDOT construction contractor prior to deployment at each new work zone site. The purposes of the meetings is to: (1) plan Vendor deployment so that road construction is not impacted or delayed by Vendor's deployment and assure that Vendor is deployed in the best places to protect workers and the traveling public; and (2) to discuss deployment schedule including hours and locations, Vendor equipment operations, contact information for Vendor, WSP and WSDOT and other Vendor operating procedures. The meeting shall take place at a mutually agreed upon location. The outcomes of the Pre-Deployment Meetings shall be a mutually agreed on approach to Vendor performing Work in each work zone.

8.7.2 Affirm Vendor will facilitate Pre-Deployment Meetings, as described in **Section 8.7.1** above, and shall include but not be limited to, providing a written agenda and report of the mutually agreed upon approaches.

8.8 Washington County District Court Coordination Meeting (Proposal Section 3g)

8.8.1 Prior to beginning automated speed enforcement in each new work zone the Vendor shall facilitate meeting with each Washington County District Court having jurisdiction over the work zone that will be subject to the automated speed enforcement operation being deployed. At each Washington County District Court coordination meeting, the Vendor, WSP, WSDOT and the County District Court representatives shall discuss the process for transmitting infractions to the Court and other relevant issues. The Vendor shall also provide an overview of the equipment specifications and procedures used to calibrate and operate the equipment to the Court and local County Prosecutors.

8.8.2 Affirm Vendor will facilitate the Washington County District Court Coordination meetings, as described in **Section 8.8.1** above.

8.9 Access to and Operations on Highway Right of Way (Proposal Section 3h)

8.9.1 The Vendor shall coordinate access to the highway right of way with the WSDOT Project Manager or his designee. Vendor shall operate in a safe manner and avoid conflicts with project construction.

8.9.2 Vendor's access to the highway right of way may be suspended because of weather or other emergency related causes. Vendor shall not access the highway right of way during these times nor operate the automated speed enforcement equipment. Vendor payment will also be suspended for the days not worked because of the weather or emergency on a pro rata basis. In case of suspension the fee will be calculated by dividing the monthly fee by 30 to get a daily, then multiplying the daily fee times the number of days missed subtracted from the monthly fee.

8.9.3 Affirm Vendor understands and accepts the access to and operations on highway right of way requirements described in **Sections 8.9.1** and **8.9.2** above.

8.10 Compliance with Laws, Regulations and Standards (Proposal Section 3i)

Affirm Vendor will comply with all applicable federal and state laws, regulations, and standards in the performance of the Work under this Contract, including but not limited to:

8.10.1 *Standard Specifications for Road and Bridge Construction*

8.10.2 *Construction Manual*

8.10.3 *Manual on Uniform Traffic Control Devices (MUTCD)*

8.10.4 Washington State Modifications to the MUTCD

8.10.5 WSDOT Traffic Manual

8.10.6 M54-44 Work Zone Guidelines Book

These manuals and specifications can be found online at:

<http://www.wsdot.wa.gov/publications/manuals/>

8.11 Cooperation with Other Contractors (*Proposal Section 3j*)

8.11.1 Vendor shall be aware that other contractors will be performing work in the vicinity of each automated speed enforcement work zone. The Vendor shall cooperate with WSDOT and other contractors in the performance of any concurrent activities occurring at or near the work zones. The Vendor shall coordinate Work schedules with WSDOT and other contractors to ensure the smooth implementation of Project activities.

8.11.2 Affirm Vendor understands and accepts the cooperation with other contractor requirements described in **Section 8.11.1** above.

8.12 Monitoring Specifications (*Proposal Section 3k*)

8.12.1 Vendor is responsible for the faithful performance of the Contract and shall have internal monitoring procedures and processes to ensure compliance.

8.12.2 WSDOT reserves the right to monitor and track Vendor's performance over the course of the Contract. The information gathered may be used in administration of the Contract including payment, and may be used when evaluating the Vendor for future projects.

8.12.3 Vendor will work with WSDOT to develop a performance scorecard with conditions, milestones, requirements. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

8.12.4 Vendor shall cooperate with WSDOT in the scorecard monitoring and tracking, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities and Equipment, participate in scheduled meetings, and provide management reports as requested by WSDOT.

8.12.5 Affirm Vendor understands and accepts the monitoring specification requirements described in **Sections 8.12.1-8.12.4** above.

* * * End of Section * * *

SECTION 9 TECHNICAL REQUIREMENTS (*Proposal Section 4*)

9.1 General

9.1.1 This section establishes the Technical Requirements for this RFP. The Technical Requirements describe the vehicle and its capabilities, radar/lidar and camera equipment and the firm's ability to support, maintain and repair the equipment in a timely manner. Each requirement describes a specific item that must be addressed in order for service delivery to be successful. Responses to this section must stand alone in order to facilitate evaluation and scoring.

9.1.2 These Technical Requirements will be used as a baseline from which the Vendor will develop more detailed technical documents. The requirements set forth herein describe the functional requirements for the automated speed enforcement program WSDOT desires to procure. The Vendor shall supply, operate and maintain a System that meets the requirements described below.

9.2 Enforcement Vehicles (*Proposal Section 4a*)

9.2.1 Vendor must supply a minimum of one (1) climate-controlled van or other vehicle that can comfortably seat a driver and a minimum of one (1) passenger.

9.2.2 The vehicle must be able to operate safely within close proximity to active traffic and construction sites.

9.2.3 Vendor vehicle must be able to be maneuvered in a construction work zone, including off paved surfaces.

9.2.4 Radar and camera equipment must be mounted to allow the Vendor vehicle's electronic data collection equipment to operate when parked parallel to traffic behind a jersey or other barrier.

9.2.5 Vendor vehicle must be able to be operated in enforcement/data collection mode for a period of a minimum of six continuous hours.

9.2.6 Vendor vehicle must contain all electronic data collection equipment in a way that is simple and safe to operate. All data collection and monitoring equipment must be contained in or on the vehicle. \

9.2.7 Vendor vehicle windows behind the driver's door must be tinted to minimize visibility of operator by passing vehicles but must not affect the performance of the data collection equipment.

9.2.8 Vendor vehicle, electronic equipment, and stored data must be secure when left unattended.

9.2.9 Two amber flashing warning lights must be mounted on the rear of the Vendor vehicle. Installation of the lights must allow 360-degree visibility.

9.2.10 Vehicle electrical systems must be able to support all radios and electronic devices, including power demand and compatibility.

9.2.11 Vendor must provide full maintenance on the vehicle including non-scheduled repairs and recurring maintenance (i.e., oil changes).

9.2.12 Vendor vehicle must miss no more than three (3) consecutive Business Days of availability resulting from scheduled or non-scheduled maintenance.

9.3 Electronic Data Collection, Storage and Processing Equipment (*Proposal Section 4b*)

9.3.1 Vendor must supply radar, laser or other proven technology that meets the approval of the International Association of Chiefs of Police (IACP) for speed measurement with a maintenance record to assure equipment is calibrated and properly functioning.

9.3.2 Cameras and supporting Hardware and Software must be capable of collecting readable license plate and driver image in various lighting and environmental conditions.

9.3.2.1 The violation enforcement system must accurately capture and record a legible image of the rear license plate of violating vehicles 95% of the time regardless of weather conditions (i.e., lighting, sun glint or glare,) or vehicle positioning (i.e., location, speed or headway).

9.3.2.2 The percentage of violating vehicles must be calculated on the ratio of the total number of legible violation images recorded test to the total number of violations occurring.

9.3.2.3 Illegible images resulting from damaged, missing improperly mounted or obscured (as by dirt, snow, license plate frame or cover, towing hitch, or other similar objects license plates must be excluded from accuracy capture computations.

9.3.3 Cameras contained within Vendor vehicle must be operable without open windows or panels.

9.3.4 No cables must be connected from Vendor vehicle to external devices placed along the roadway.

9.3.5 Data must be securely stored and backed-up. Vendor must provide secure electronic storage and transmission, See ISB Standards 401- S1 (August 2009) for further information at <http://isb.wa.gov/policies/default.aspx>.

9.3.6 Vendor must devise a secure method of logging onto the computer and initializing the setup of system on a daily basis. See ISB Standards 401- S1 (August 2009) for further information.

9.3.7 Vendor must provide data security authorizations for various levels of user access. See ISB Standards 401- S1 (August 2009) for further information.

9.3.8 Vendor's electronic equipment must provide the operator with a visual real time display while simultaneously allowing the operator to monitor approaching traffic.

9.3.9 Vendor's electronic data collection equipment must be capable of automatic operation after initial set-up and capable of operator control to collect data.

9.3.10 Electronic data collection equipment must be capable of recording and storing a continuous segment of the date, time and speed of all vehicles entering the enforcement site.

9.3.11 Vendor must provide data storage within the vehicle for a period of at least six (6) continuous hours.

9.3.12 Vendor enforcement vehicle and electronic equipment must be able to operate 24 hours a day seven (7) days a week.

9.3.13 Down-time for data download from the enforcement vehicle shall not exceed 10 minutes per any given hour when the enforcement vehicle is deployed.

9.3.14 Vendor must print infractions on the Washington State Automated Speeding Infraction Form, a sample of which is attached to this RFP as **Appendix E**.

9.3.15 The infraction form must include an image of the rear license plate of the vehicle, date, time, speed, and location information.

9.3.16 Vendor must account for each sequentially numbered Washington State Automated Speeding Infraction Form by creating a database that shows infraction number, vehicle description, vehicle owner, date, time and location of infraction.

9.3.17 Damaged infraction forms must be listed on a notice sheet by Vendor and returned to WSP on a monthly basis, or as determined by WSDOT Project Manager. Vendor must also retain a copy of the notice sheets as part of its business records related to this project. See **Appendix A** for additional requirements.

9.3.18 Vendor must complete a Quality Assurance Checklist for each daily deployment. Upon completion, the Vendor's daily equipment operator shall sign the checklist. Vendor must retain the checklist for potential court proceedings.

9.3.19 The Quality Assurance Checklist shall state the following:

9.3.19.1 Date, time and location of the deployment;

9.3.19.2 Name of Vendor personnel onsite during operation of deployment;

9.3.19.3 Verification of properly installed signage warning motorists of automated speed enforcement in the work zone.

9.3.19.4 Verification that the radar and camera equipment were properly calibrated and checked prior to deployment start.

9.3.20 Vendor must supply Software and Hardware updates and upgrades for the Software and Hardware Products provided by Vendor during the term of the Contract.

9.4 Website Server Maintenance (*Proposal Section 4c*)

9.4.1 Vendors shall define the hours and extent of on call support and assistance available for violators, WSP, and WSDOT to access vendor's web portal.

9.4.2 Vendor shall provide notification processes pertaining to future possible server upgrades. Vendor shall provide for minimal system disruption during upgrades

9.5 Infraction Processing (*Proposal Section 4d*)

9.5.1 Vendor shall follow both the Washington State Automated Enforcement Ticketing Process Conceptual Flowchart, attached hereto as **Appendix F**, and the Automated Enforcement Statement of Non-Liability Form Flowchart attached hereto as **Appendix G**, for capturing, mailing, tracking and issuing infractions.

9.5.2 Vendor shall send infraction data notification to the WSP within 48 hours of the infraction Information. WSP will then review the infraction and, if appropriate, certify that the infraction took place and notify the Vendor that it shall send an infraction by mail to registered owner of the vehicle.

9.5.3 Vendor shall provide a secure Web-based solution for WSP officers to review infraction photos and data to authorize the issuance of an infraction notice.

9.5.4 Upon authorization of an infraction notice, Vendor must ensure infractions are issued to violators within fourteen (14) Business Days through certified mail.

9.5.5 Vendor shall coordinate the distribution of a Declaration of Non-Responsibility form, attached hereto as **Appendix H**, with the applicable County District Court for alleged violator(s), who are not the registered owner(s) of the identified vehicle.

9.5.6 Vendor shall provide a link to the Declaration of Non-Responsibility form on a website accessible to the general public. See **Appendix H** for a sample of this form.

9.5.7 Vendor shall mail the Declaration of Non-Responsibility and Notice of Violation along with an infraction form to rental car businesses when the violator vehicle is a rental car.

9.5.8 Vendor shall comply with all applicable state and local court rules and statutes.

9.5.9 Vendor shall obtain the names and addresses of registered vehicle owners whose vehicle was identified as exceeding the posted speed in work zones. Registered vehicle owner information shall be obtained for all vehicles registered within any district or state of the United States of America.

9.5.10 Vendor must indicate if they have, or can obtain, access to the National Law Enforcement Telecommunication System (NLETS) to identify registered vehicle owners.

9.5.11 Specific fields from the Washington State Automated Speeding Notice of Infraction Form (**Appendix E**) will vary by enforcement site and within a shift. Vendor must correctly complete specific fields in the Washington State Automated Speeding Infraction form (i.e., enforcement location, type of vehicle, appropriate court information).

9.5.12 Vendor shall mail within fourteen (14) Calendar days of the infraction the completed Washington State Automated Speeding Notice of Infraction form to the registered owner of the vehicle identified as exceeding the posted speed in work zones.

9.5.13 Vendor shall transmit copies of WSP certified Washington State Automated Speeding Infraction form to the County District Clerk in the county where the violation occurred. Transmission shall be in a form acceptable to the individual District Court.

9.5.14 Vendor shall provide an internet accessible Web-based solution for an alleged violator to review his/her infraction photos.

9.5.15 Infractions must be readily available for viewing and printing by officers in WSP district offices, upon request, for court purposes.

9.6 Training (*Proposal Section 4e*)

9.6.1 Web Training

Vendor shall provide training to WSDOT, WSP and applicable District Courts on their web portal system so key personnel know how to access the system, review infractions, authenticate infraction and access and generate system reports. Vendor shall develop a training plan that can be delivered at WSDOT or WSP Offices, web based or e – training, or video based training. Vendor shall be required to provide periodic training to accommodate the rotation of WSP personnel. Vendor shall provide training material at each training.

Vendor shall provide additional field and office support until the WSP cadets and/or officers become proficient with all System

9.6.2 Additional Training

WSDOT may require additional training due to the rotation of Troopers and cadets assigned to assist in this pilot project. Vendor shall prescribe a training plan to accommodate this situation.

9.6.3 Training Material

9.6.3.1 Vendor shall provide to WSDOT, WSP and applicable District Courts a permanent set of current/updated training materials for ongoing new user training for the duration of the Contract.

9.6.3.2 Vendor shall provide to WSDOT, WSP and applicable District Courts a permanent set of current/updated training materials for ongoing administrator training for the duration of the Contract.

9.6.3.3 Vendor shall provide WSDOT with permission to reproduce training materials for internal use.

9.6.3.4 Training material documentation shall consist of additional sets of documentation including, if applicable, installation and support guides.

9.6.3.5 Vendor shall make training materials available to WSDOT and WSP in digital format such as PDF or Word files, and may be provided on CD.

9.6.3.6 Vendor shall provide at WSDOT, WSP and/or Applicable District Court locations training and manuals for WSDOT Project Managers and WSP cadets

and/or officers and applicable District Court personnel who will be accessing, reviewing and certifying infractions, accessing reports or adjudicating infractions.

9.6.3.7 Vendor shall provide training materials at the time of each training session.

9.7 Implementation and Operation (*Proposal Section 4f*)

9.7.1 Coordination

9.7.1.1 Vendor shall coordinate the implementation of the Work with WSDOT, WSP, and the applicable County District Courts.

9.7.1.2 Vendor will coordinate all deployment with the designated WSDOT Project Manager, who will coordinate agency efforts with WSDOT Traffic Work Zone, Project, and Construction Offices, and the construction contractor in each work zone deployment.

9.7.2 Vendor Support

9.7.2.1 Vendor personnel shall be responsible for the operation of the enforcement vehicle, radar, camera and the data collection Equipment.

9.7.2.2 Vendor shall have the ability to provide the roadside operation of the enforcement vehicle and data collection Equipment Services 24 hours a day, seven (7) days a week.

9.7.2.3 Vendor shall provide on-call support and assistance 24 hours a day, seven (7) days a week.

9.7.2.4 Vendor shall provide any and all Hardware and Software updates and specify its provisions for upgrades, repair, replacement, calibration, and maintenance of all electronic equipment, including a completion time frame.

9.7.2.5 Any defective cameras or other equipment must be repaired or replaced within 24 hours of malfunction.

9.7.2.6 Radar/lidar Equipment must be certified to WSP requirements and specifications.

9.7.2.7 Key staff must be available to meet with representatives of the applicable County District Courts and prosecutors offices to demonstrate how the System works.

9.7.2.8 Vendor must provide, as necessary, experts qualified to provide scientifically reliable expert witness testimony for all court challenges arising from the issuance of infractions. Such expert witness must be available, on an as-needed basis, for trial preparation, depositions and court appearances by prosecuting attorneys.

9.7.3 Vendor Personnel Requirements

9.7.3.1 For each Vendor personnel performing Work under the Contract, Vendor shall perform security and background checks to the satisfaction of WSDOT.

9.7.3.2 All Vendor personnel performing Work in Highway Right of Way under the Contract shall submit to and pass a WSP background check prior to commencing any Work or activity related to the Project. Vendor shall be responsible for providing the WSP with the necessary information and payment of any associated fees.

9.7.3.3 All Vendor personnel who will be performing Work that may provide access to confidential, personal, or proprietary information or who has access to data bases shall sign a Nondisclosure and Confidentiality Agreement in the form attached as **Appendix I**.

9.7.3.4 Prior to commencing any Work, Vendor shall provide a list to WSDOT of all Vendor personnel that will perform Work on the Project. Vendor shall update said list as personnel changes.

9.7.3.5 All Vendor personnel shall be approved by WSDOT and WSP prior to commencing any Work or activity related to the Project. WSDOT and WSP may, at their own discretion, reject any Vendor personnel from performing Work on the Project.

9.7.3.6 All Vendor personnel shall be trained by Vendor to competently perform the Services required by this RFP.

9.7.3.7 Vendor shall maintain its own internal Personnel Management staff, so that such individuals have the authority to effect changes in personnel in the event of any failure to comply with the requirements of the RFP.

9.7.3.8 The Vendor shall ensure that the Work is performed by personnel who have met the minimum requirements in this Section.

9.8 Data Storage and Disclosure (*Proposal Section 4g*)

9.8.1 Vendor shall store data for a minimum of three (3) years including format, length of time, retrieval requirements, daily, weekly and monthly reports as to number of tickets issued, tickets rejected, tickets re-issued, number of photos taken, number of photos rejected, vehicle registrations by state, motorist challenges and inquiries by infraction number and name.

9.8.2 If a Public Disclosure Request is submitted to and responded by WSDOT, the documents released must be retained by Vendor for a total of six (6) years.

9.8.3 Vendor must provide systems and procedures designed to keep automated speed enforcement violations and records as confidential information and in compliance with the Revised Code of Washington 42.56.230 and 42.56.240 or other applicable laws on privacy practice.

9.8.4 Vendor must comply with applicable laws pertaining to the confidentiality, privacy, handling, retention, reporting and disclosure of violator's confidential information including Washington State Executive order 00-03 and the Department's Public Disclosure Executive.

End of Section

SECTION 10 PRICE PROPOSAL (*Proposal Section 5*)

Vendor shall provide in the Proposal the following price proposal requirements:

10.1 Price Certification

Submit a total fixed cost for the required goods and services this RFP using the Price Certification provided in **Exhibit D**. This form must be signed by a person authorized to bind your organization to a Contract. Cost shall be inclusive of all expenses, including travel expenses. The total fixed cost will be utilized in the evaluation computation of each Vendor's Cost Proposal.

10.2 Price Proposal Tables

Submit both a monthly fixed rate and variable component pricing for the required goods and services under this RFP by using the Price Proposal Tables provided in **Appendix C**. This form must be signed by a person authorized to bind your organization to a contract. Cost shall be inclusive of all expenses, including travel expenses. The monthly fixed rate identified within the Vendor's submitted Price Proposal Tables form must equal to the total fixed cost identified in the Vendor's submitted Price Certification.

10.3 OMWBE Costs

If Vendor and/or subcontractor(s) are certified by the Office of Minority and Women's Business Enterprises are proposed, the Vendor must set out in the Cost Proposal the portion to be paid to the certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

* * * End of Section * * *

SECTION 11 EVALUATION PROCESS

11.1 General

11.1.1 The evaluation process is designed to award the Contract not necessarily to the Vendor of least cost, but rather to the Vendor with the best combination of attributes based upon the evaluation criteria.

11.1.2 Evaluations will only be based upon information provided in the Vendor's Proposal. In those cases where it is unclear to what extent a requirement has been addressed, the WSDOT evaluation team may, at its discretion and acting through the WSDOT Contract Administrator, contact the Vendor to clarify specific points in a Proposal. Vendors should take every precaution to assure that all answers are clear, complete and directly address the specific requirement. Responses will be evaluated strictly in accordance with the requirements set forth in this RFP and any issued addenda.

11.2 Proposal Evaluation Process

Vendor Proposals will be evaluated by a WSDOT evaluation team consisting of WSDOT representatives. The WSDOT Contract Administrator will not serve as an evaluator but will facilitate the evaluation process and may develop information for presentation to the team.

The process for awarding this RFP will be done in phased sections. The Vendor's Proposal will be evaluated based on the process outlined below. The specific criteria for RFP Evaluation is as set forth in **Table 3** – Criteria for Evaluation:

Criteria for Evaluation	Weight
Administration Proposal	Pass/Fail
Business and Financial Requirements	Pass/Fail
Business Operations Requirements	400 points
Technical Requirements	250 points
Price Proposal	250 points
Best Value	100 Points

Table 3 – Criteria for Evaluation

11.3 Pass/Fail Screening

Upon receipt, WSDOT will screen Proposals for a number of pass/fail conditions including, but not limited to:

11.3.1 Receipt by the due date and time.

11.3.2 Compliance with RFP requirements for content and submission.

11.3.3 Inclusion of financial, business, and technical qualifications.

Proposals failing one or more of these conditions, at WSDOT's sole discretion, will be eliminated from further consideration. WSDOT may elect to waive, at its sole discretion, minor infractions of the pass/fail conditions and/or request additional information or clarification from a Vendor.

11.4 Evaluation and Scoring

11.4.1 For Proposals that advance beyond the initial pass/fail screening step, WSDOT will assemble a team of reviewers to evaluate and score each Vendor's qualifications and technical Proposal. Each reviewer will individually score each Proposal in several categories. These categories and their relative ranking of importance to WSDOT are shown in the following **Table 3**. WSDOT will evaluate and assign a score to each requirement based on how well the Vendor's response matches the requirement.

11.4.2 WSDOT will assign scores on a scale of zero (0) to five (5) where the end and midpoints are defined as follows:

- 0 = Response is missing, totally inadequate or does not fully comply with the requirement.
- 3 = Response adequately meets the expectation stated in the requirement.
- 5 = Response is superior and clearly exceeds expectations.

11.4.3 A score of zero (0) on any requirement may cause the entire response to be eliminated from further consideration.

11.5 Price Proposal Score

The Vendor's score for the Price Proposal Section will be computed as follows:

The score for Vendor's Price Proposal will be computed by dividing the lowest submitted Fixed Price by Vendor's total cost provided in their signed **Exhibit E**. Then the resultant number will be multiplied by the maximum possible points for the price section.

Example:

Vendor A	\$100,000.00
Vendor B	\$115,000.00
Vendor C	\$130,000.00
Maximum Points Possible:	100 points

Vendor A	Vendor B	Vendor C
<u>100,000</u>	<u>100,000</u>	<u>100,000</u>
100,000	115,000	130,000
1 x 100 points	.87 x 100 points	.77 x 100 points
100 points	87 points	77 points

11.6 Final Score and Selection of Apparently Successful Vendor

The WSDOT Contract Administrator will compute the Vendor's Final Score by totaling Section Scores from the Business Operations Requirements, Technical Requirements, and Price Proposal. The Vendor with the highest overall score will be identified as the Apparently Successful Vendor.

Final Score = Vendor Business Operations Section Score + Technical Requirements Section Score + Price Proposal Score

11.6.1 Pass/Fail Evaluations

Both the Administrative Proposal or Business and Financial Requirements sections shall be scored on a Pass/Fail basis. Vendors receiving a failing score from either the Administrative Proposal or Business and Financial Requirements sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

11.6.2 Technical Requirements – 250 Points

The Vendor's experience providing similar products should be evident and clearly indicates the qualifications and experience that the Vendor and any Subcontractors have providing similar Systems. Vendors should indicate other relevant experience for the performance of the Contract.

11.6.3 Business Requirements– 400 Points

The Vendor demonstrates that the Vendor has the equipment, personnel and back office support to successfully administer an automated speed enforcement program. The Vendor should show the experience of the equipment operators in automated speed enforcement, the number and availability of equipment operators, the firm's ability and procedures to capture images, quality check the images, match images to registered vehicle owners, back office staff experience and availability, training and support for equipment operators. The Vendor should show their ability to deliver a web portal system that is easy to use and access by WSDOT, WSP, applicable County District Courts and violators. The Vendor must also show their experience working with County District Courts.

11.6.4 Cost Proposal – 250 Point

This item will be evaluated on its own. The cost is within reasonable market pricing for the Product and Services expected and is within WSDOT's budget.

11.6.4.1 Computation

The score for Vendor's Cost Proposal will be computed as identified in **Section 11.5** above.

11.6.5 Best Value Computation – 100 Points

Best Value is worth 100 points and is an all or nothing criterion. Any Vendor whose Proposal is determined to contain Best Value will be awarded the 100 points.

11.7 Contract Award

The Vendor with the highest Total Score will be selected as the Apparently Successful Vendor. Upon determining the Apparently Successful Vendor, WSDOT will notify the Apparently Successful Vendor as detailed in **Section 4.1** of this RFP.

* * * End of Section ***