

Request for Proposal ACQ-2011-0520-RFP

Traffic Data

Offered by

**Washington State Department of
Transportation**

Proposal Due Date: June 13, 2011

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1. INTRODUCTION

Washington State Department of Transportation (WSDOT) is offering this Request for Proposals (RFP) to solicit Vendors interested in providing proposals to provide statewide traffic data from a private company that is already engaged in the collection, calculation, use, and distribution of such data.

The Vendor(s) selected for the contract shall be responsible in meeting the requirements of this RFP. The Vendor (also referred to as Contractor) shall be responsible for providing traffic data for roads within Washington State for one year.

1.1. DEFINITIONS

Add additional definitions appropriate to RFP in alphabetical order.

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

“Acceptance” shall mean a written notice from Purchaser to Vendor that the System has passed its Acceptance Testing or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

“Acceptance Testing” shall mean the measurement of performance of a device, software, functions and functionality that comprise a single point or the entire system.

“Acceptance Test Plan” shall mean the process for ascertaining that the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchaser.

“Apparently Successful Vendor” (**ASV**) shall mean the Vendor(s) who: (1) meets all the requirements of this RFP, and (2) receives the highest number of total points.

“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.

“Confidential Information” shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information may include, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit and debit card information, driver’s license numbers, medical data, law enforcement records, source code or object code, security data, or any related payroll/labor data.

“COTS” shall mean commercial-off-the-shelf software

“Deliverable” shall mean milestone, individual item or work from a product or component part.

“Delivery Date” shall mean the date by which the Products ordered hereunder must be delivered.

“DIS” shall mean Department of Information Services.

“Final Acceptance” shall mean the completed installation and system is operational at the particular WSDOT location(s).

“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 Information Services Board.

“Installation Date” shall mean the date by which all Hardware and Software ordered hereunder shall be in place, in good working order and ready for Acceptance Testing. The Installation Date shall be established and approved by WSDOT after the Vendor has prepared a detailed project schedule.

“Mandatory” or “(M)” Whenever appearing in this document, it indicates a mandatory requirement for the Vendors submitting proposals. Disqualification may occur if Vendors do not fulfill the stated requirement.

“Mandatory Scored” or “(MS)” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“Order” or “Order Document” shall mean any official document and attachments thereto specifying the Software and/or Services to be licensed or purchased from Vendor under this RFP.

“Price” shall mean charges, costs, rates, and/or fees charged for the Products and Services under this RFP or, as the context requires, for similar products and services that vendor provides under other contracts, and shall be paid in United States dollars.

“Product(s)” shall mean any Vendor-supplied Hardware, Software, and documentation.

“Project” shall mean a unit of work. This may include a physical scope of work, designated for WSDOT purposes such as the acquisition of real properties for the construction of state highways or sundry sites; real property located within the boundaries of that effort would be designated as the Project’s parcels.

“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.

“Purchaser” Unless otherwise restricted by the RFP, includes all members of the State of Washington, State Purchasing Cooperative including where applicable: State agencies, political subdivisions of Washington qualified non-profit corporations, institutions of higher education (e.g., colleges, universities, community & technical colleges) who choose not to purchase independently under RCW 23.B.10.029.

“RCW” shall mean the Revised Code of Washington.

“Response” shall mean Vendor’s *Proposal for Traffic Data, ACQ-2011-0502-RFP, dated May 18, 2011*, submitted by the Vendor in response to the Request for Proposals.

“RFP” shall mean the Request for Proposal.

“Services” may include Purchased Services including maintenance and Support for the Products and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this RFP.

“Specifications” shall mean the technical and other specifications set forth in the RFP, any attached exhibits, diagrams, specifications, etc. set forth in Vendor’s Response.

“State” shall mean the State of Washington.

“SOW” shall mean Statement of Work.

“SubContractor” shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this RFP under a separate contract with Vendor. The term “SubContractor” means SubContractor(s) of any tier.

“TCP/IP” shall mean Transmission Control Protocol/Internet Protocol, a communications protocol developed to provide transport functions.

“Vendor” shall mean, as the context requires, [Vendor], its employees and agents; any firm, provider, organization, individual, or other entity performing the business activities under this RFP; and any SubContractor retained by Vendor as permitted under the terms of this RFP.

“Vendor Account Manager” shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser Project Manager shall work with for the duration of the awarded Contract and as further defined in the section titled Vendor Account Manager.

“Vendor Contracting Officer” shall mean [title of Vendor officer with signature authority], 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 Vendor Contracting Officer acting within the limits of his/her authority.

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

“WSDOT Contract Administrator” shall mean that Washington State Department of Transportation employee designated to receive legal notices, and to administer, amend, or terminate this Contract.

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

“WSDOT Project Manager” shall mean the Washington State Department of Transportation employee designated to manage and provide oversight of the day-to-day activities under this Contract. The Washington State Department of Transportation Project Manager shall be the primary contact with the Vendor concerning the Vendor’s performance under this Contract; provided that, the Washington State Department of Transportation Project Manager does not

have authority to accept legal notices on behalf of Washington State Department of Transportation or amend this Contract.

“XML” shall mean Extensible Markup Language, an open standard for describing data. It is used for defining data elements on a Web page and business-to-business documents.

2. INSTRUCTIONS FOR COMPLETING AND SUBMITTING PROPOSALS

2.1. RFP Coordinator

The RFP Coordinator is the **SOLE POINT OF CONTACT** in WSDOT for this procurement. All communication between the bidding Vendors and WSDOT upon receipt of this RFP shall be with the RFP Coordinator as follows:

Tim Carroll, RFP Coordinator

Phone: 360-705-7595

FAX: 360-705-6842

Email: carrolt@wsdot.wa.gov

All RFPs must be addressed to:

Tim Carroll, RFP Coordinator

Washington State Department of Transportation

Administrative Services Contracts Office

719 Sleater-Kinney Road SE Suite 200

Lacey, Washington 98503

You may use facsimile and/or email for any communication required in this RFP, EXCEPT for your formal response to this RFP (Vendor Proposal) and protest, if any. You may not send your proposals or protest by facsimile or email communication.

Communication regarding this RFP with any other WSDOT personnel will be considered unofficial and non-binding to WSDOT. Vendors are to rely on written statements issued by the [RFP Coordinator](#). Communication directed to parties other than the RFP Coordinator may result in disqualification of the vendor.

2.2. Schedule of Procurement Activities

All Vendors must adhere to the following schedule of activities. Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the [RFP Coordinator](#) listed in this RFP. Notwithstanding the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted.

RFP PROCUREMENT SCHEDULE

Activity	Due Dates	Time
Issue RFP	05/20/2011	
Written Questions Due	05/26/2011	5:00 PM

Mandatory Letter of Intent to Propose	05/27/2011	5:00 PM
Answers to questions	06/2/2011	5:00 PM
Proposals Due & Administrative Screening	06/13/2011	5:00 PM
Send Notification of Apparently Successful Vendor	06/22/2011	5:00 PM
Contract Start Date	07/11/2011	

Times given are for Pacific Standard Time (PST) or Pacific Daylight Time (PDT), as appropriate.

2.3. Exceptions to RFP

Vendors should carefully review this RFP and ALL of its attachments. Any Vendor wishing to take exception to any of the contents of this RFP must notify the RFP Coordinator in writing as specified in Section 2.2 of this RFP.

2.4. Vendors Questions and Answers

Specific questions concerning this RFP must be submitted in writing to the RFP Coordinator at the address specified in Section 2.1 of this RFP. Faxed and email submission of questions is acceptable. The RFP Coordinator must receive questions no later than 5:00 p.m. the date specified in Section 2.2 Schedule of Procurement Activities.

All questions and answers will be compiled and presented in written form as an Amendment to the RFP. Only Firms submitting a Letter of Intent to Propose will be notified via email of amendments and/or other communications regarding this RFP.

2.5. (M) Mandatory Letter Of Intent to Propose (FAX or Email Acceptable):

A letter indicating the Vendor's intent to respond to this RFP must be received by the RFP Coordinator at the address specified in Section 2.1 of this RFP, no later than the date and time listed in Section 2.2. The Vendor may submit the Letter of Intent by U.S. mail, facsimile or email. By submitting this letter, the Vendor accepts the procedure, review criteria and the administrative instructions of this RFP.

Each Vendor must include the following information in the letter of intent to propose:

1. Vendor name
2. Vendor's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the vendor's proposal)
3. Name and title of authorized representative
4. Address

5. Telephone number
6. FAX number
7. Email address
8. Statement of intent to propose

Only vendors submitting a letter of intent will receive amendments and other information regarding this RFP.

Failure to submit a Letter of Intent to Propose by the deadline specified in [Section 2.2](#) will result in the rejection of the Vendor's proposal.

2.6. Amendment to the RFP

In the event that it becomes necessary to revise any part of this RFP, an amendment will be provided to all Vendors who have submitted a Letter of Intent to WSDOT by the date specified in [Section 2.2](#).

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.

WSDOT reserves the right to revise the RFP and/or to issue amendment(s) to the RFP. For this purpose, the answers to questions that are submitted to the [RFP Coordinator](#), together with other pertinent information, shall be provided as an amendment to the RFP.

WSDOT also reserves the right to cancel or to reissue the RFP in whole or in part, prior to the execution of a contract. In the event it becomes necessary to revise any part of the RFP, an amendment will be provided to all those who submitted a Letter of Intent to Propose.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these 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 WSDOT's RFP Coordinator. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made, in writing, (including facsimile and email transmissions) to WSDOT's RFP Coordinator, as specified in Section 2.2, Schedule of Procurement Activities.

WSDOT reserves the right, at its sole discretion, to waive minor administrative irregularities contained in the Vendor's response.

2.7. Electronic Availability

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

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

The document(s) will be available in PDF format.

2.8. Right to Modify RFP Scope

WSDOT reserves the right to modify the scope of the project, including adding and deleting modular functionality throughout the procurement process. This will include adding or deleting specific modules/functional areas from the final procurement.

2.9. Mandatory Response Overview

The Vendor's must complete a response to each mandatory section. Proposals may be disqualified for not completing proposal sections. Each mandatory Item is noted with an [\(M\)](#).

In response to each RFP requirement, Vendors must clearly state whether or not their solution meets the requirement by providing a detailed description of how the proposed solution will meet the requirement. The Vendor will be scored based on how well the Vendor meets WSDOT's requirements. Failure to meet an individual requirement will not be the basis for disqualification; however, failure to provide a response may be considered non-responsive and be the basis for disqualification of the proposal. A response of "not applicable" is a valid response.

2.10. RFP Evaluation

The process for awarding this RFP may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring vendors and further process is chosen. Specific Criteria for RFP Evaluation:

Evaluation criteria may differ based on the need of the customer.

Criteria for Evaluation	
RFP Compliance	Pass/Fail
Business References	Pass/Fail
Financial/Business Requirements	Pass/Fail
Management Proposal	10%
Technical Proposal	60%
Cost Proposal	20%
Best Value	10%

2.11. Pass/Fail Evaluations

Vendors receiving a failing score from either the Administrative review, Financial and Business Requirements or Business References sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

2.12. Period of Performance

The period of performance of any contract resulting from this RFP will be effective upon the date when the Contract is executed. The Contract will allow WSDOT the option of purchasing traffic data until June 30, 2012. At WSDOT's discretion, the Contract's term may be extended by three (3) additional one (1) year terms. Amendments extending the period of performance, if any, shall be at the sole discretion of WSDOT.

2.13. Proprietary Information

Clearly mark every page of any portion(s) of your proposal which contains proprietary information. **You may not mark the entire proposal as copyrighted, proprietary or confidential.** Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the bidder, will be disqualified and removed from consideration. If your proposal is successful and WSDOT receives a request to view or copy your proposal, WSDOT shall respond according to public disclosure procedures described in this RFP. However, if any information is marked as proprietary or confidential in your proposal, WSDOT shall not make that portion available without giving you an opportunity to seek a court order preventing disclosure. Your cost proposal **is not proprietary**.

2.14. Public Disclosure

Proposals shall become the property of WSDOT. All proposals shall be deemed to be a public record as defined in RCW 42.56.001 to 42.56.903, "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is in any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration.

Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of [RCW 42.56](#) must be clearly designated as described in Section 2.13 Proprietary Information.

RFP's are not disclosable prior to release to potential respondents.

WSDOT will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is disclosable with the exception of:

- Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

WSDOT will charge for copying and shipping any copies of materials requested as outlined in Chapter 468-06-090 Washington Administrative Code (WAC). Address requests for copying or inspecting materials to the RFP Coordinator named in this RFP.

WSDOT will retain RFP records in accordance with Washington State and WSDOT Records Retention Schedules.

WSDOT will consider a Vendor's request for exemption from disclosure; however, WSDOT will make a decision predicated upon Chapter 42.56 RCW and chapter 236-48-123 of the Washington Administrative Code.

2.15. Failure to Comply

For your response to be considered complete you must respond all requirements of this RFP. Vendors must provide a response to all sections of the RFP. Vendor's failure to comply with any part of WSDOT's request for proposal may result in the Vendor's proposal being disqualified for being non-responsive to WSDOT request.

2.16. Proposal Acceptance Period

Proposals providing less than ninety (90) calendar days for Acceptance by WSDOT from the due date set for receipt of proposals will be considered non-responsive and will be rejected. Proposals that do not address all areas requested by this RFP may be deemed non-responsive and may not be considered for a possible contract resulting from this RFP.

2.17. Standard of Performance and Acceptance

2.17.1 Standard of Performance

The Standard of Performance for a Product is defined as a function within the predefined operational parameters while meeting all system requirements during the systems normal hours of operation.

2.17.2 AcceptanceDate shall mean the date upon which WSDOT accepts the service.

2.17.3 Acceptance Testing

Purchaser may, at their sole discretion, require Acceptance Testing for new implementations of Vendor's proposed solution. Vendor must meet a Standard of Performance before Acceptance. This Standard of Performance is also applicable to any additional, replacement, or substitute Products or any Product that is modified by or with the written approval of Purchaser after having been Accepted.

2.18. 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.

2.19. 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 could offer. At its discretion, WSDOT reserves the right to request best and final offers from the RFP finalists.

The Vendor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract will also incorporate this RFP and the successful proposal(s). The contract may incorporate some or all of the Vendor's proposal. It is understood that the

proposal will become a part of the official file on this matter without obligation to the WSDOT.

2.20. 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.

2.21. Cost to Propose

WSDOT will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

2.22. Proposal Rejections

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

2.23. Publicity

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

2.24. Waivers

WSDOT reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by Vendors that the 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.

2.25. Payment Advances

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

2.26. 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.

2.27. Worker's Compensation Coverage

The 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 this contract awarded from this RFP.

2.28. Award Based on Multiple Factors

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFP. WSDOT executive management will make the final decision/selection after analysis of the proposals has been submitted.

2.29. Notification to Unsuccessful Vendors

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

2.30. Debriefing of Unsuccessful Vendors

Vendors who submitted a proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator must receive the request for a debriefing conference within five (5) business days after the notification of unsuccessful Vendor letter is sent. The debriefing shall be held within five (5) business days of the request.

Discussion will be limited to a critique 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.

2.31. 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.

2.32. Resolution of Complaints and Protests

2.32.1 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 issuing agency before the due date of the solicitation response. The agency solicitation process may however continue.

The receiving agency must immediately forward a copy of the complaint to the policy and planning unit of DIS. The receiving agency must also reply to the Vendor with a proposed solution and advise DIS of its reply. If the Vendor rejects the agencies 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.

2.32.2 Protests

Protests may be made after WSDOT (the agency) has announced the apparently successful Vendor and after the protesting Vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.

- Failed to follow procedures established in RFP, or applicable State or Federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always initially made to the agency conducting the acquisition. A person authorized to bind the Vendor to a contractual relationship must sign the protest letter. The WSDOT Director, Office of Information Technology must receive the written protest within five (5) business days after the debriefing conference and must, in turn, immediately notify DIS of receipt of the protest. It must also postpone further steps in the acquisition process until the protest has been resolved.

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 the agency. The agency must deliver its written decision to the protesting Vendor within five (5) business days after receiving the protest, unless more time is needed. The protesting Vendor will be notified if additional time is necessary.

If the protesting Vendor is not satisfied with the agency's decision, it may appeal to DIS.

Written notice of appeal to DIS must be received by DIS within five (5) business days after the Vendor receives notification of the agency's decision.

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

- Find that the protest lacks merit thereby upholding the agency's action.
- Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and therefore rejecting the protest; or
- Find merit in the protest and provide options to the agency, including:
 - Correcting errors and reevaluating all proposals;
 - Reissuing the solicitation document; or
 - Making other findings and determining other courses of action as appropriate.

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.

2.32.3 Form and Content

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

1. The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method and name of the issuing agency.
3. Specific and complete statement of the agency's action(s) being protested.
4. Specific reference to the grounds for the protest.
5. Description of the relief or corrective action requested. All facts and arguments on which the protesting Proposer or Appellant is relying as the basis for its action.
6. A copy of the issuing agency's written decision on the protest, for appeals to the ISB or to DIS.

Protests shall be addressed to:

Director
Office of Information Technology
Washington State Department of Transportation
PO Box 47430
Tumwater, Washington 98501-7430

The Vendor shall also forward a copy to the [RFP Coordinator](#) at the same time the protest is sent to the Director.

Upon receipt of a protest, a protest review will be held by 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.

3. MANDATORY PROPOSAL INSTRUCTIONS

3.1. Proposal Requirements

Proposing Vendors must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is considered responsive.

3.2. Signatures

(M) The Submittal Letter, [Exhibit A – Certifications and Assurances](#) and [Exhibit B – Vendor Business Reference](#) must be signed and dated in by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. All required original signatures must be in blue ink only.

3.3. Letter of Submittal

(M) The Letter of Submittal must be on official Vendor letterhead, and must be signed by a person authorized to bind your organization to a contract. Your Letter of Submittal must include the following in the order given:

1. Vendors name
2. Name and title of the Vendors authorized representative
3. Address
4. Telephone number
5. Fax Number
6. Statement that Vendor will register with the Office of Financial Management as a statewide Vendor.
7. Statement that proof of insurance shall be provided if awarded a contract
8. Legal Status of the Vendor (Sole Proprietorship, Partnership, Corporation, etc).
9. Federal Employer tax Identification number or Social Security Number and the Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

3.4. Statewide Vendor Status

(M) Each Vendor must indicate in the submittal letter and as a condition of contract award, that they will register with the Washington State Office of Financial Management (OFM) as a statewide Vendor within ten (10) business days of notification of contract award.

3.5. Proposal Presentation and Format Requirements

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. Do not use

fancy bindings, colored displays or promotional material. Standard brochures are not to be included in the proposal. Emphasis should be on completeness and clarity of content.

Proposals must be prepared on standard recycled 8 ½ x 11-inch paper using separators for the major sections of the proposal and each copy to be bound by binder clips or three ring binders. Do not use “spiral” bindings.

The RFP Proposal must be set as outlined below:

- A. Letter of Submittal
- B. Signed Certifications and Assurances Form
- C. Financial and Business Requirements
- D. Signed Business References
- E. Management Proposal
- F. Technical Requirements
- G. Proposed Solution Costs
- H. Best Value

3.6. Number of Copies

Send two (2) original and eight (8) identical copies and two (2) complete Microsoft Office 2003 or newer, formatted copies on a CD-ROM, of your proposal to the RFP Coordinator.

3.7. Delivery of Proposals

The proposal, whether mailed or hand delivered, must be received by the [RFP Coordinator](#) at the address specified no later than the date and time specified. Late proposals shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion and it shall be at your sole risk to assure delivery at the designated office. Faxed or emailed proposals will not be accepted and will be disqualified. The [RFP Coordinator](#) shall send a notice acknowledging receipt of Vendors proposal via email by 5:00 p.m. on the above due date.

4. FINANCIAL AND BUSINESS REQUIREMENTS

4.1. Section Requirements

All items identified in Section 4 are mandatory (M). Vendors must provide all information requested in Section 4. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. The section numbers and titles must be restated in Vendor's proposal.

4.2. Financial Information

4.2.1 (M) Financial Statements—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services and deliver proposed Products. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall include evidence of their ability to provide the required bonding and insurance. Vendors and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

All noted audit exceptions must be explained. WSDOT will accept financial statements prepared by a Vendor's financial accounting department or a professional accounting firm. WSDOT will accept financial statements audited according to either Generally Accepted Accounting Principles or Statutory Accounting Principles of the National Association of Insurance Commissioners. A statement signed by a Vendor's Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

4.2.2 (M) Alternatives for Non-Public Corporations - If not a publicly held corporation, the Vendor shall provide the following information:

1. **(M) Business Description**—Describe the proposing organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that would enable proposal evaluators to determine the stability and financial strength of the organization.
2. **(M) Financial Statements**—The Vendor, and all Subcontractors, shall provide evidence of the firm's financial condition, sufficient in detail to demonstrate its ability to perform all the proposed Services and deliver proposed Products. The submission for each firm must include audited financial statements, including all schedules, notes and the opinion of an independent accounting firm, for the three (3) most recently completed fiscal years. The statements must represent the entity submitting the proposal that will be responsible for the performance of all services, not a subsidiary or parent of the Vendor. The Vendor and all Subcontractors shall include evidence of

their ability to provide the required bonding and insurance. Vendor and all Subcontractors may provide interim financial information, with a statement attesting to the accuracy of the information signed by the Chief Financial Officer of the firm, if such interim information is necessary to provide all of the required information.

3. **(M) Banking Reference**—Provide a reference from the company's current bank to include a discussion of your business relationship, number of years with them, and standing.
4. **(M) Provide a credit rating and name the rating service.**
5. **(M) Provide a credit rating report and the name of the service providing the report.** This report should be in the nature of or similar to Dun & Bradstreet's Small Business evaluator report and include, at a minimum, information on:
 - a. Payment performance trends.
 - b. Status of legal filings, if any, such as bankruptcies, judgments, liens, lawsuits.
 - c. Indicate if the company has ever been turned over to a collection agency for non-payment and, if so, describe the circumstances.

4.3 (M) Tax Information—The Vendor shall provide its Federal Employer Tax Identification number and the Washington Uniform Business Identification number issued by the State of Washington Department of Revenue.

Provide information regarding the Vendor's and all subcontractors' solvency:

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

4.4 (M) Business Description and Organization

4.4.1. **Business Identification**—The Vendor shall provide an overview of the Vendor, including but not limited to the following:

- a. Vendor's name, address, main business location, telephone number, fax number, and e-mail address.
- b. Vendor's start-up date.
- c. Vendor's applicable Standard Industrial Classification (SIC) codes.

4.4.2. **Company Officers**—The Vendor shall 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, e-mail address, and 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 proposed contract. Name other individuals providing service on the Project.

4.4.3. Legal Status—The Vendor shall 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.

4.4.4 Previous State Contracts—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).

- a. 4.4.5 Former Employee Status—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. Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.4.6. Subcontractor Information—If any functions will be performed by a Subcontractor, the Vendor shall supply the Subcontractor's response to the information requested in Section 0. WSDOT will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. WSDOT reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by WSDOT.

4.4.7. Contract Terminations—If the Vendor or any of their subcontractor(s) has had a contract terminated for default in the last five (5) years, the Vendor must 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.

4.4.8 Proof of Insurance—The Vendor shall indicate that they 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.

a. 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) days of receipt of notice of award, in the form of a Certificate of Insurance, that insurance will be provided.

b. Liability Insurance—The Vendor shall state that they currently hold insurance that meets or exceeds the limits set forth in the sample contract or they agree to acquire

the necessary insurance within fourteen (14) working days of contract execution. The Vendor will be required to carry and maintain insurance as defined herein at all times during the term of the contract.

c. Additional Provisions—The required insurance policies shall include the following provisions:

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.
2. Material Changes—Forty-five (45) Calendar Days 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.
3. Identification—Policy shall reference the State's contract number and name WSDOT.
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 shall approve any exception.
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.
6. Litigation. 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 Vendor's ability to perform the terms of the Contract.
7. Full Disclosure. No representation or warranty by Vendor in its proposal or in any instrument, certificate or statement furnished to WSDOT pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.
8. Contracts. There are no 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.
9. Future Agreements. With respect to the period prior to Contract execution from and after the date Vendor submits its proposal, unless this Agreement is terminated in accordance with its terms, Vendor shall not enter into any agreement, contract, commitment, lease or other transaction that affects its business description or organization as provided in the proposal.

4.5

(M) Terms and Conditions

The Apparent Successful Vendor is expected to enter into a Contract that is substantially the same as the sample contract and its general terms and conditions attached as [Exhibit C](#). In no event is a Vendor to submit its own standard contract terms and conditions in response to this solicitation. WSDOT will review requested exceptions and accept or reject the same at its sole discretion but ONLY MINOR MODIFICATIONS AND/OR ADDITIONS will be open to negotiation. A Vendor may submit changes to the content of the Contract as presented in [Exhibit C](#). **The Vendor must provide one of the two following statements here in response to this section:**

“<Vendor Name> accepts the terms of XXXX Contract”

or

“<Vendor Name> accepts the terms of the XXXX Contract, EXCEPT FOR those areas identified in [Exhibit D](#) to this RFP Proposal.”

All identified exceptions, modifications, and/or additions shall be included as [Exhibit D](#) to the Proposal and clearly marked mandatory or proposed as set forth below in this section. Identify each proposed exception, modification, and/or addition in the following format:

1. State the page number of this RFP
2. State the Contract paragraph in full
3. State the proposed revised paragraph verbiage in full

The Vendor must clearly identify all submitted exceptions, modifications and/or additions as to one of the two categories:

Mandatory: A Vendor submitting a mandatory exception, modification, and/or addition, is declaring that the change is a requirement within its proposal. If the change is not acceptable to WSDOT, then the Vendor does not want its proposal to be considered or evaluated by WSDOT.

Proposed: A Vendor submitting a proposed exception, modification, and/or addition, is asking that WSDOT consider it, and if acceptable to WSDOT, include the proposed wording in any resulting Contract.

5. BUSINESS REFERENCES

5.1. (M) Vendor Must Provide Business References

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 A provides a worksheet that must be completed for each of the references.

5.2. (M) Vendors Recent and Relevant Experiences

The Vendor must provide a brief statement for three (3) relevant experiences in the past 24 months in providing technologies, software, hardware and services for Real Estate Management Systems as presented in this RFP. The Vendor must demonstrate substantial experience in providing technologies, software and hardware and services for Real Estate Management Systems in sufficient detail to demonstrate to WSDOT their capability in delivering.

6. MANAGEMENT PROPOSAL

The State of Washington, Department of Transportation (WSDOT) is seeking proposals to provide statewide traffic data from a private company that is already engaged in the collection, calculation, use, and distribution of such data.

6.1. (M) Project Management

6.1.1. (M) Proposing Vendor's Project Organization Chart

The Vendor must provide a project organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract, that would be required of the assigned staff. This chart must also show lines of authority to the next senior level of management and identify the WSDOT personnel the vendor deems necessary in order to be successful.

6.1.2. (M) Proposing Vendors Responsibilities and Qualifications

The Vendor must identify responsibilities and roles of the staff that will be assigned to this project and the amount of time each will be assigned to the project. Include any required involvement of WSDOT staff.

6.2. (M) Project Plan

Vendors must submit an implementation project plan in their proposal that will be followed for this project.

The project plan must outline, at a general level, the vendor's proposed approach, resources, proposed schedule, activities, tasks, and deliverables required to implement the Vendor's Project Plan.

6.3. (M) Detailed Implementation Plan

Upon contract award, the successful vendor must agree to provide a detailed implementation work plan within 5 days of contract award. The successful vendor's work plan will be integrated into the overall project plan maintained by the Purchaser Project Manager.

Vendors agree to provide project plans in formats compatible with WSDOT project management tools. (Microsoft Office Project 2003)

6.4. (M) Change Management

Vendor must specify their proposed Change Management methodology in order to control and mitigate any changes in project scope or requirements. Vendor proposal must include samples of forms or documents used by Vendor project personnel for Change Management.

The vendor must describe in detail their approach to Change Management and explain its benefits to WSDOT. Vendor should supply example change management documentation with their proposal.

The Vendor and WSDOT will jointly establish a change management process and explain its benefits to WSDOT.

The selected Vendor's Vendor Account Manager will be required to participate with the WSDOT Purchaser Project Manager in change management of the system from award through the system acceptance by WSDOT.

6.5. (M) Project Status Reports

The successful vendor must agree to provide weekly status reports, each Friday, indicating progress against the project plan and any issues to be addressed as required by the Purchaser Project Manager.

6.6. (M) System Security Model

Vendors must specify in their proposal if the proposed system's security model is other than Windows Integrated Security.

6.7. (M) Testing Methodology

As a part of their proposal, each Vendor must detail their testing methodology during acceptance testing and detail what criteria they generally have used in the past to signify acceptance at other installations similar to the WSDOT's proposed solution. Include examples of forms or documents used by project personnel for acceptance test.

Specific mutually agreeable criteria for successful operation will be established taking into account WSDOT's requirements and the Vendors solution. The selected Vendor will be required to participate with appropriate WSDOT personnel in testing the criteria before WSDOT will accept the system.

6.8. (M) Issue Resolution

The Vendor and WSDOT will jointly establish an issue resolution and communication process.

As a part of their proposal, each Vendor must describe their proposed process, consider the entire solution implementation, indicate requirements for the issue of documentation, tracking, and communications, explain by whom and how issues should be resolved and justify the recommendation.

Vendor's descriptions must describe in detail how they intend to track, prioritize, escalate, and resolve issues in a timely manner. It is expected that once an issue is identified, discussed and evaluated, a resolution plan will be in place within five (5) days. Vendor must include examples of forms or documents used to manage Issue Resolution.

6.9. (M) Risk Identification and Management

As part of managing the project, the Vendor is responsible for planning and implementing a methodology for risk management.

Vendor must describe the Vendor's risk management approach and methodology considering the entire solution implementation. In the description, vendors must identify potential risks and steps that might be taken to mitigate those risks.

The Vendor must include examples of forms or documents used in the development of a risk assessment and mitigation plan.

6.10. (M) Escalation Plan

Vendor shall describe escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Vendor's employee(s) responding at each level and the elapsed time before the next level of response is invoked.

6.11. (M) Disaster Recovery Plan

Vendor shall describe their disaster recovery plan for managing crisis situations in order to help avoid or reduce the potential adverse affects of catastrophic events (e.g., floods, fires, earthquakes, fuel/gas leaks rendering a building unusable, etc.).

7. TECHNICAL REQUIREMENTS

7.1. Section Requirements

Vendor must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is a valid response.

7.1.1 Statement of Work

WSDOT would like to purchase statewide traffic data from a private company that is already engaged in the collection, calculation, use, and distribution of such data.

The intent of this RFP is to procure and use traffic data for roads within Washington State for one or more years. Additional details and specifications are contained below.

Historical Speed and Travel Time Data Required Specifications

WSDOT has identified the following historical data specifications as requirements.

7.14.1 (M) Average traffic speeds and travel times for all hours of the day shall be provided. If average traffic speeds are not available during low-volume overnight hours, then a free-flow (reference) speed shall be provided for each Traffic Message Channel (TMC) path to indicate average traffic speeds during light traffic.

7.14.2 (M) Average traffic speeds and travel times shall be provided in 5-minute intervals for each 5-minute interval of each day for each segment and direction.

7.14.3 (M) Average traffic speeds and travel times shall be referenced to the current version (at the time of proposal submittal) of the TMC-encoded network, and location information (start and end latitude/longitude, or GIS polyline) shall be provided for each unique TMC path.

7.14.4 (M) Average traffic speeds and travel times shall be provided for the 2008, 2009, and 2010 calendar years, and for every calendar year following during the life of the contract.

7.14.5 (M) If available actual traffic speeds for all hours of the day shall be provided for the time frame indicated above.

Real-Time Speed and Real-Time and Predictive Travel Time Data Required Specifications

WSDOT has identified the following real-time data specifications as requirements.

1. Average real-time and predicted traffic speeds and travel times shall be provided, as a minimum, in 5-minute intervals for each 5-minute or better interval of each day for each segment and direction of all roads within Washington State.
2. Average real-time and predicted traffic speeds and travel times shall be referenced to the current version (at the time of proposal submittal) of the Traffic Message Channel (TMC)-encoded network, and location information (start and end latitude/longitude, or GIS polyline) shall be provided for each unique TMC path.
3. If available actual real-time traffic speeds and travel times for all hours of the day shall be provided.

Data Quality

Requirements apply to historical and real-time data.

- a. The contractor should have previous experience providing the requested data and be able to provide samples of reports based on their data.
- b. Average speed error of provided data will be within +/-5 mph for speed buckets of 0-15, 16-30, 31-45, 46-60, 61-75, 76+mph.
- c. Data completeness will be a percentage of segments with data per update interval and data will be provided for at least 95% of all requested segments for all reporting intervals based on a statistically valid sample.
- d. Data will be provided 24 hours a day, 7 days a week and apart from scheduled down time will maintain data availability of at least 99.5%.
- e. Scheduled maintenance periods cannot be for longer than 4 hours and must be performed after 9 pm and before 5 am. The Contractor will provide WSDOT with a minimum of 48 hours notice prior to scheduled maintenance.
- f. The Contractor will maintain a maximum data latency of five minutes.
- g. WSDOT retains the right to validate the data quality.

Licensing and Ownership

Licensing rights shall be provided which permits WSDOT to disclose average speed, congestion, and real-time and predicted travel times data values to the public for traveler information and to WSDOT's public sector and academic partners for the purpose of performance reporting, operational analyses, planning, and data validation.

Licensing rights shall be provided that permits WSDOT or its educational partners to archive and analyze the average speed data and travel times and create derivative statistics for the purpose of performance reporting, operational analyses, planning, and data validation.

Licensing rights shall be provided that permits WSDOT to publicly release and redistribute statistics derived from the provided data. Examples of these derivative congestion statistics include, but are not limited to, measures such as start time of congestion, end time of

congestion, average congestion duration, average multi-hour speed, travel time index ,travel time, travel delay, etc..

Licensing rights shall be provided for the use of the current version (as of the date of proposal submittal) of the TMC-encoded network in Washington, both in ESRI shape file format and in a TMC location code table in CSV (comma-separated values) format.

The contractor retains ownership of all data provided to WSDOT as a result of this contract. Data from the contractor will be identified as such and have a copyright notice affixed to it when published.

WSDOT does not have the right to sell contractor provided data.

Data owned by WSDOT and used by the contractor shall not be copyrighted.

Data Specifications and Format

Data fields required:

1. TMC ID
2. TMC segment length
3. Day of week
4. Start time
5. End time
6. Speed in MPH
 - a. Travel time in minutes

The Contractor shall provide WSDOT real-time electronic access to raw data and provide WSDOT with a monthly DVD containing the collected historical data in CSV format.

Data shall also be posted to a secure FTP server for retrieval by WSDOT.

Data shall be provided as a real-time XML data feed using a WSDOT approved schema. The files will be delivered via HTTP or other WSDOT approved standard protocol.

Historical data shall be provided by February 1st for the preceding calendar year.

The contractor shall make data available in annual, quarterly, and monthly levels, or other levels of granularity above the 5-minute level, as requested, in order to meet WSDOT's evolving needs for analysis. The contractor shall make data available at the route- or corridor-level, as requested, in order to meet WSDOT's evolving needs for analysis.

Data shall be based on commercial GPS probe data, consumer GPS probe data, historical traffic data, incident detection data and sensor data as available. The contractor shall provide WSDOT detail on how accuracy is applied to the road segments.

The Contractor shall use Traffic Message Channel (TMC) codes in the data feed that define the segments based on logical breaks. The Contractor will provide WSDOT the segment definition files in XML format and the standard traffic location codes used for the segment definition files in CSV format.

Real-time data shall be updated at least once every five minutes.

The Contractor shall provide travel time predictions over routes segments that factor in the anticipated change in traffic conditions while a vehicle traverses the segment. The contractor will provide an explanation of their prediction methodology.

Data shall be provided as raw and smoothed segments speeds in miles per hour to the nearest integer. The raw data that contains the aggregated data will be without procession for smoothing. Smooth data will cap speeds at legal speed limits.

Data shall be provided as raw and smoothed segment travel times to the nearest whole minute. The raw data will be without procession for smoothing and the smoothed data will truncate the travel times to not imply a speed greater than the segments legal speed limit.

A status flag shall be provided for each segment and reporting interval indicating the sources and confidence level of the data. The status flag will indicate what percentage of data uses real-time detector, real-time probe, historic, forecasted, or modeled data.

Speed and travel time predictions shall be provided for 15 minute, 30 minute, 60 minute, 24 hours, and 48 hours into the future.

It is anticipated that WSDOT will purchase data using Amendments to meet evolving data needs at Headquarters and within the Regions.

It is anticipated that WSDOT will purchase data on an ongoing basis to meet evolving needs at Headquarters and within the Regions.

Proposal Submittals

Proposals shall include the following:

1. A management plan that outlines the personnel who will work with WSDOT, their roles and responsibilities, and their lines of authority.
2. A technical proposal that summarizes the specifications, accuracy, and format of the requested data, and the analytical processes, and quality assurance practices related to the data.
3. An explanation of the copyright, licensing, use, and pricing structure approach for the requested data that meets the required specifications.
4. Outline of similar data customers and provided services and contact information for current and past customers.
5. A sample of the electronic data on DVD, in the requested formats. The Contractor will provide WSDOT full rights to copy and distribute these DVDs to facilitate the proposal evaluation process. WSDOT may also post this data on its internal servers for evaluation.
6. Links to published public-sector performance reports developed with the Contractor's performance data.

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

1. The project organizational chart indicating lines of authority for personnel, who will be involved in the performance of this potential contract, and indicate other work responsibilities beyond this contract, that would be required of the assigned staff.
2. Technical proposal with explanation for availability of the data that meets all required specifications.

3. Previous experience with similar requested data including samples of reports based on the provided data.
4. References related to the accuracy of company's data.
5. Technical explanation of the data specifications and format as indicated in the scope of work.
6. Data licensing, ownership, and use rights.
7. Pricing structure explanation for data that meets all required specifications.
8. Best value to the State.

8. PROPOSED SOLUTION COSTS

8.1. (M) Section Requirements

Vendor must provide all required information specified in this RFP. Proposals that do not provide all of the requested information and do not follow the required format shall be disqualified. Items marked “(M)” are mandatory and must be included as part of the proposal for the proposal to be considered responsive. A response of “not applicable” is a valid response.

8.2. (M) Pricing Information

This procurement will involve a negotiated contract involving software products and consulting or professional services. The lowest priced Vendor will not necessarily be the winner of this procurement.

8.3. (M) Award Not Based On Price Alone

The evaluation process is designed to award this procurement not necessarily to the Vendor with the least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP.

8.4. (M) State Sales Tax

Vendor will be required to collect and pay Washington state sales tax, if applicable.

8.5. (M) Travel, Hotel Per-Diem Costs

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

8.6. (M) Identification of Costs

In this section of the proposal, the Vendor is to identify all costs to be charged for performing the tasks necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

8.6.1. (M) Additional Required Identification of Costs

The Vendor must list any additional costs not identified on Exhibit – Cost Proposal Worksheet that is required to implement their proposed solutions. All Additional Required Costs identified shall be included as part of the Total Proposal Cost.

8.6.2. (M) Subcontractor Identification of Costs

The Vendor must separately specify and price any subcontractor’s cost if applicable on a separate Exhibit. This worksheet must follow the same format as Exhibit - Cost Proposal Worksheet and must display the word “SUB-CONTRACTOR” in bold letters clearly printed across the top of each page of the documents.

If any functions will not be performed by a subcontractor, Vendor must state “Not applicable” to this section in its proposal.

8.6.3. (M) 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.

8.6.4. (M) Optional Identification of Costs

The Vendor may list any optional costs of products that are not required to implement their proposed solution, but may be of benefit to WSDOT for the proposed solution. Any identified optional product costs will not be included as part of the Total Proposal Cost

8.7. (M) Rates

Proposed staff should be identified by name, hourly rate, and expected use during contract performance. The Vendor shall charge the WSDOT only for staff specifically authorized by the WSDOT to perform work at the rates set forth in the contract.

Pricing

The Contractor shall provide an explanation of the pricing structure approach for the different requested data elements as outlined in this scope of work. The explanation should detail data costs, licensing and use costs, and renewal periods and any anticipated impacts renewal may have on pricing and included:

- For real-time speed data the proposal should clearly define the cost of data for a roadway section and the cost for data updates per section.
- For predictive travel times the proposal should clearly defines the cost of data for a roadway section and the cost for data updates per section.
- For historical speed data, the proposal should clearly define the cost of data for a roadway section and the cost for data updates per section.
- For historical travel times the proposal should clearly define the cost of data for a roadway section and the cost for data updates per section.
- The proposal should clearly define all other costs related to providing the data as defined by the RFP including initial and renewal licensing costs, data use and ownership costs, and any initial set up or ongoing maintenance costs or any other costs.

9. BEST VALUE TO WSDOT

9.1. (M) Best Value

Vendor must describe in detail what value its product and/or service 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.

10. EVALUATION OF PROPOSALS

10.1. Evaluation Procedure

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirements of this RFP. However, Vendors are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by WSDOT, which will determine the ranking of the proposals.

A WSDOT selection committee comprised of WSDOT staff will evaluate responses to the Request for Proposals. The evaluation/selection process will consist of an evaluation of the written proposal.

10.2. Reservation of Right to Adjust Vendor Responses during Evaluation

WSDOT may, at its sole discretion, select or reject individual items being proposed by the Vendor. As part of the evaluation and selection process, WSDOT may find it necessary to add or delete Services from the Vendor's response in order to make equivalent comparisons.

WSDOT reserves the right to acquire Services based on this RFP or to issue further solicitations to identify alternate providers when it appears to be in the best interests of WSDOT.

10.3. RFP Evaluation

The process for awarding this RFP may be done in phased sections. The Vendor's proposal will be evaluated based on the process outlined below. The top scoring Vendor(s) will proceed to the next step, if necessary, in this RFP process. Proposals with tied scores will be treated equally and the tied Vendor's proposals will be moved forward to the next phase if they are among the top scoring vendors and further process is chosen. Specific Criteria for RFP Evaluation:

Criteria for Evaluation		
RFP Compliance	Pass/Fail	
Business References	Pass/Fail	
Financial/Business Requirements	Pass/Fail	
Management Proposal	10%	100 Points
Technical Proposal	60%	600 Points
Cost Proposal	20%	200 Points

Best Value	10%	100 Points
Total Possible Score	100%	1000 Points

10.4. Pass/Fail Evaluations (Minimum Mandatory Requirements)

Vendors receiving a failing score from either the Administrative review, Financial and Business Requirements or Business References sections shall be viewed as not meeting the minimum mandatory requirements and will be eliminated from further consideration.

10.5. Management Proposal (___100___ maximum points possible)**10.6. Technical Proposal (___600___ maximum points possible)****10.7. Cost Proposals (___200___ maximum points possible)**

The score for the cost proposal will be computed by dividing the lowest total cost bid received by the Vendor's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

Example:

Vendor A	\$100,000.00
Vendor B	\$115,000.00
Vendor C	\$130,000.00

Maximum Points Possible 200 points

Vendor A	Vendor B	Vendor C
<u>100,000.00</u>	<u>100,000.00</u>	<u>100,000.00</u>
100,000.00	115,000.00	130,000.00
1 x 200 points	.87 x 200 points	.77 x 200 points
200 points	174 points	154 points

10.8. Best Value to WSDOT (___100___ maximum points possible)

This section is worth 100 points and is an all or nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the 100 points

EXHIBIT A - STATE CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the Proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related Contract(s):

The prices and/or data have been determined independently, without consultation, communication, or Contract with others for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor. However, I/we may freely join with other persons or organizations for the purpose of presenting a single Proposal.

The attached Proposal is a firm offer for a period of one hundred twenty (120) days following receipt, and it may be accepted by Washington State Department of Transportation (WSDOT) without further negotiation at any time within the one hundred twenty 120-day period. In the case of protest, the protester's Proposal remains valid until the protest is resolved or the one hundred twenty (120) day offer period expires, whichever is later.

In preparing this Proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this RFP or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that WSDOT will not reimburse me/us for any costs incurred in the preparation of this Proposal. All Proposals become the property of WSDOT, and I/we claim no proprietary right to the ideas, writings, items, or samples. Submission of the attached Response constitutes Contract to abide by the procedures described in the RFP document.

No attempt has been made or will be made by the Vendor to induce any other person or Vendor to submit or not to submit a Proposal for the purpose of restricting competition.

Signature/Title

Vendor Name

Printed Name

Date

EXHIBIT B - VENDORS BUSINESS REFERENCES

Vendor		
Reference Name		
Contact Person 1		
Contact 1 Phone Fax Numbers		
Contact 1 Email address		
Contact Person 2		
Contact 2 Phone Fax Numbers		
Contact 2 Email Address		
Type of Business		
Original Amount of Contract		
Number of claims and or disputes by either party		
Identify any subcontractors performing 20% or more of contracted work		
Application Software Supplied/Services Provided	Project Date and Duration	

By signing this form, Vendor acknowledges and gives WSDOT permission to contact the Reference listed above at WSDOT's convenience.

Signature

Date

Printed Name

Title

EXHIBIT C – SAMPLE CONTRACT

EXHIBIT D — EXCEPTIONS, MODIFICATIONS OR ADDITIONS TO GENERAL
TERMS & CONDITIONS TO SAMPLE CONTRACT – TRAFFIC DATA

EXHIBIT E –BID CERTIFICATION

ACQ-2011-0520-RFP

State your Firm's total fixed cost, including Business Analysis, travel and per diem, and all other associated costs as specified in Section 8, Fixed-Price Bid for the tasks as defined in Section 7 of this RFP.

\$_____ Fixed-Price Bid

I hereby certify and acknowledge that this is a fixed bid proposal for delivery of a Business Analysis that it includes all Costs for performing the tasks as defined in Section 7 of this RFP.

Signature

Name:

Firm's Name:

END OF DOCUMENT