Request for Quotation and Qualifications Number
RFQQ-2015-0521
for
Vehicle Passenger/Occupancy Detection System
by the
Washington State
Department of Transportation

Release Date: May 26, 2015

Due Date and Time
June 12, 2015 at 12:00PM PT (noon)

The RFQQ Coordinator is the SOLE POINT OF CONTACT at WSDOT for this procurement. All communication between the bidding Proposers and WSDOT shall be with the RFQQ Coordinator.

Jolena Missildine, RFQQ Coordinator
Phone: 360-705-7548
Email: missldj@wsdot.wa.gov

To obtain a copy of the RFQQ, interested parties may register with the Washington’s Electronic Business Solutions (WEBS) at: http://www.ga.wa.gov/Business/3start.htm.
SECTION 1

1. INTRODUCTION

1.1. Background

This contract will enable WSDOT to collect information about the number of passengers in each vehicle automatically and accurately through the use of computer equipment and cameras installed on the roadside. This contract will enable WSDOT to install a passenger detection system at a pilot location(s), with the support of the Vendor.

1.2. Acquisition Authority

Chapter 39.26 and Chapter 43.41A of the Revised Code of Washington (RCW) as amended. WSDOT issues this Request for Quotation and Qualifications (RFQQ) acting under the delegated authority of the Department of Enterprise Services and consistent with the policies and standards of the OCIO.

1.3. Purpose

WSDOT is initiating this solicitation to acquire a pilot system to quantify the number of occupants / passengers in a vehicle, installation, tuning, and testing.

1.4. Contract Term

It is anticipated that the term of the resulting Contract will be 2 years commencing on the effective date of the Contract. WSDOT, at its sole discretion, may initiate extending the Contract for up to two- (2) years.

1.5. Definitions

“Acceptable Alternative” shall mean a Vendor-proposed option that WSDOT considers satisfactory in meeting a Mandatory requirement. WSDOT, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

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

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Contract” shall mean the RFQQ, the Response, Contract document, all schedules and exhibits, and all amendments awarded pursuant to this RFQQ.

“Delivery Date” shall mean the date by which the ordered Vehicle Passenger/Occupancy Detection System must be delivered.

“WSDOT” shall mean the Washington State Department of Transportation.

“License” shall mean the right to use the Software and other property.

“Mandatory” or “(M)” shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“Mandatory Scored” or “(MS)” shall mean the Vendor must comply with the requirement, and the Response will be scored.
“Products” shall mean Software and Services as defined in this section.

“Project” shall mean a specific defined task as described in the Order Document. A Project usually has a specific begin date and end date, specific objectives and specific resources assigned to perform the work.

“Public Work” shall mean work, construction, alteration, repair, or improvement that is executed at WSDOT’s cost and declared a “Public Work” by the WSDOT in the Order Document. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, and utilities construction. (See RCW 39.04.010)

“RCW” means the Revised Code of Washington.

“Response” shall mean the written proposal submitted by Vendor to WSDOT in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by WSDOT.

“Services” may include both Professional Services 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 solicitation.

“Software” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“State” shall mean the state of Washington.

“Statement of Work” (SOW) shall mean the statement of work included in, or attached to, the resulting Contract between Vendor and WSDOT for Vendor’s Software, Hardware and Services to be accomplished under the terms and conditions of the resulting Contract.

“Subcontractor” shall mean one not in the employment of Vendor, who is performing all or part of the Software, Hardware and Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor” shall mean a company, organization, or entity submitting a Response to this RFQQ.

1.6 Public Works
The Vendor must have the ability to comply with all statutory and administrative requirements concerning public works, including without limitation, prevailing wage. Whenever a project is subject to the Federal Davis-Bacon Act, the Vendor and all Subcontractors must pay at least the higher rate of the Federal or State prevailing wage.

1.7 Prevailing Wage
In compliance with Chapter 49.28 RCW, Contractor agrees that no worker, laborer, or mechanic in the employ of the Contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week, provided that in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two
hours worked in excess of eight (8) hours per day when the employer has obtained the employee’s agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week.

Contractor shall pay the prevailing rates of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, as determined by the Industrial Statistician of the Department of Labor and Industries can be found at the following website: www.lni.wa.gov/TradesLicensing/

The Contractor must submit to the Industrial Statistician of the Department of Labor and Industries a “Statement of Intent to Pay Prevailing Wages.” A copy of the approved intent statements must be submitted to the payment agency in order to receive the first progress payment on this contract. Following final acceptance of the project, Contractor must submit to the Industrial Statistician an “Affidavit of Wages Paid.” An approved affidavit must be submitted to the payment agency before they are authorized to release the retained funds.

Each “Statement of Intent to Pay Prevailing Wages” or “Affidavit of Wages Paid” submitted for approval to the Industrial Statistician must be accompanied with the current filing fee.

A copy of the approved Statement of Intent to Pay Prevailing Wages shall be posted at the job site with the address and telephone number of the Industrial Statistician, where a complaint or inquiry concerning prevailing wages may be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and

1.8 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.
SECTION 2

2 SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local time, Olympia, WA.

<table>
<thead>
<tr>
<th>DATE &amp; TIME</th>
<th>EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 26, 2015</td>
<td>RFQQ Issued</td>
</tr>
<tr>
<td>June 3, 2015</td>
<td>Final Vendor Questions and Comments due</td>
</tr>
<tr>
<td>June 8, 2015</td>
<td>State’s Final Written Answers issued</td>
</tr>
<tr>
<td>June 12, 2015</td>
<td>Responses due</td>
</tr>
<tr>
<td>June 15, 2015</td>
<td>Evaluation period begins</td>
</tr>
<tr>
<td>June 18, 2015</td>
<td>Announcement of ASV(s)</td>
</tr>
<tr>
<td>June 24, 2015</td>
<td>Vendor Request for Optional Debriefing due</td>
</tr>
<tr>
<td>July 1, 2015 (tentatively)</td>
<td>**Contract Effective and made available for purchases</td>
</tr>
</tbody>
</table>

WSDOT reserves the right to revise the above schedule.
SECTION 3

3 ADMINISTRATIVE REQUIREMENTS

3.6 RFQQ Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of Minority and Women’s Business Enterprises, (reference Subsection 3.23), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Jolena Missildine, CCM, CPPB, RFQQ Coordinator
Phone: (360) 705-7648
Email: missildj@wsdot.wa.gov

If using US Postal Service: If using UPS, FedEx, etc
WSDOT WSDOT
Administrative Contracts Office Administrative Contracts Office
P.O. Box 47408 310 Maple Park Ave SE 2B1
Olympia, WA 98504-7408 Olympia, WA 98504-7408

3.7 Vendor Questions

Vendor questions regarding this RFQQ will be allowed until the date and time specified in the Schedule (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator. An official written WSDOT response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted the Washington Electronic Business Solution (WEBS) website at https://fortress.wa.gov/ga/webscust/

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted in WEBS and to the WSDOT web site will be considered official and binding.

3.8 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFQQ carefully, and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm’s participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the Schedule (Section 2).

3.9 Response Contents

The Response must contain information responding to all mandatory requirements in Sections 3 through 6, completed references, and must include the signature of an authorized Vendor representative on all documents required in the appendices.
The Response should be submitted in two (2) files containing what is listed below. This separation of documentation protects the integrity of the State’s evaluation process. No mention of the cost response may be made in file 1.

File 1:
Vendor’s cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any
The Response to the Vendor requirements (Section 4)
The Response to the Experience and Skill Qualifications (Section 5)

File 2:
The cost response in a completed Cost Table (Appendix E)
Vendor’s signed and completed Certifications and Assurances (Appendix A)
Vendor’s exceptions and/or proposed revisions to the Contract (Appendix B)
Vendor’s MWBE Certification (Appendix C), if applicable

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

3.10 (M) Response Presentation and Format Requirements
The following requirements are mandatory in responding to this RFQQ. Failure to follow these requirements may result in Vendor disqualification.

3.10.1 The signature block in Appendix A, Certifications and Assurances, must be signed by a representative authorized to bind the company to the offer. Submit Certifications and Assurances with original signature.

3.10.2 Vendor must respond to each question/requirement contained in Sections 4-6 of this RFQQ, and complete the Cost Table, Appendix E. Failure to comply with any applicable item may result in the Response being disqualified.

3.10.3 Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

   a) For Mandatory requirements (M), the Response must always indicate explicitly whether or not the Vendor’s proposed Product meets the requirement. A statement, “(Vendor Name) has read, understands, and fully complies with this requirement” is acceptable, along with any additional information requested.

   b) For Mandatory Scored (MS), the Response must always indicate explicitly whether or not the Vendor's proposed Product meet the requirement, and describe how the proposed Vendor’s Product will accomplish each requirement or are desirable as it relates to the service(s) proposed.

3.10.4 Figures and tables must be numbered and referenced in the text of the Response by that number.

3.10.5 Response prices must be submitted using the Cost Table/ Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.

3.10.6 The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

3.10.7 The Response must be in Word, Excel, Visio, or PDF. Other file formats may be accepted with prior approval of the RFQQ Coordinator.
3.11 (M) Delivery of Responses

The Response, in its entirety, must be received by the RFQQ Coordinator in accordance with the Solicitation Schedule. Responses are to be sent via e-mail unless other arrangements are agreed upon in advance and in writing by the RFQQ Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration. The "receive date/time" posted by the RFQQ Coordinator's e-mail system will be used as the official time stamp and may not be the exact time. WSDOT assumes no responsibility for delays caused by network problems or any other party.

3.12 Cost of Response Preparation

WSDOT will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.13 Response Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline in which case the Response is returned to the sender. WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.14 Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored.

To the extent consistent with chapter 42.17 RCW, the Public disclosure Act, WSDOT shall maintain the confidentiality of Vendor’s information marked confidential or proprietary. If a request is made to view Vendor’s proprietary information, WSDOT will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as WSDOT retains Vendor’s information in WSDOT records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.15 Waive Minor Administrative Irregularities

WSDOT reserves the right to waive minor administrative irregularities contained in any Response. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors’ Responses 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 Response submission deadline.

3.16 Errors in Response

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

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

3.17 Amendments/Addenda

WSDOT reserves the right to change the Schedule or other portions of this RFQQ at any time. WSDOT may correct errors in the solicitation document identified by WSDOT or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted in WEBS and on the procurement web site at:

3.18 Right to Cancel

With respect to all or part of this RFQQ, WSDOT reserves the right to cancel or reissue at any time without obligation or liability.

3.19 Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the Certifications and Assurances located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of WSDOT, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor’s exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, Certification and Assurances. WSDOT expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) days time frame, WSDOT may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.18, Right to Cancel). Vendor’s submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.20 Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.
3.21 **Best and Final Offer (If Applicable)**

WSDOT reserves the right to make an award without further discussion of the Response submitted. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer. However, WSDOT may at their sole discretion decide to do a BAFO. More information shall be provided if WSDOT exercise this option.

3.22 **No Costs or Charges**

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.23 **Minority and Women’s Business Enterprises (MWBE)**

WSDOT strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 753-9693.

3.24 **Veteran-Owned Business Enterprise**

WSDOT also strongly encourages participation of businesses owned by veterans. Vendors who are registered with the Washington State Department of Veterans Affairs are encouraged to identify the participating firm on Appendix I. No minimum level of veteran-owned business participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 43.60A RCW. For questions regarding the above, contact the Washington State Department of Veterans Affairs at (800) 562-0132.

3.25 **No Obligation to Contract/Buy**

WSDOT reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates WSDOT to make any purchases.

3.26 **Non-Endorsement and Publicity**

In selecting a Vendor to supply Products/Services to the state of Washington, the State is neither endorsing Vendor’s Products, nor suggesting that they are the best or only solution to the State’s needs. By submitting a Response, Vendor agrees to make no reference to WSDOT or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of WSDOT.

3.27 **Withdrawal of Response**

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the Schedule, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.
3.28 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the Schedule (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, WSDOT will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor’s performance with regard to the solicitation requirements.

3.29 Complaint and Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, Complaint and Protest Procedures.
SECTION 4

4 VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.10.

4.6 (M) Vendor Profile

Vendor must provide the legal business name, legal status (e.g., corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom WSDOT may execute any Contract arising from this RFQQ, including the names and titles of Vendor’s principal officers.

4.7 (M) Vendor Account Manager

Vendor shall appoint an Account Manager who will provide oversight of Vendor contract activities. Vendor’s Account Manager will be the principal point of contact concerning Vendor’s performance under this Contract. Vendor shall notify the WSDOT Contract Administrator, in writing, when there is a new Vendor Account Manager assigned to this Contract. The Vendor Account Manager information is:

Vendor Account Manager:
Address:
Phone: Fax: E-mail:

4.8 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

4.9 (M) Use of Subcontractors (If Applicable)

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.

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.

4.10 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the Products and Services requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party’s name, address and telephone number.
“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

WSDOT will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.11 (M) Insurance (If Applicable)

The ASV is required to obtain insurance to protect the State should there be any claims, suits, actions, costs, or damages or expenses arising from any negligent or intentional act or omission of the Vendor or its Subcontractor(s), or their agents, while performing work under the terms of any Contract resulting from this solicitation. Vendors will find a complete description of the specific insurance requirements in the proposed contract terms in Appendix B, Table Contract.
SECTION 5

5 Experience and Skill Qualifications

5.6 (M) Business Experience and Qualifications

Vendor must provide a detailed statement on how they meet the following mandatory requirements.

5.6.1 Can capture and process vehicle images in such a way that the number of passengers is accurately identified with minimal manual intervention or verification for vehicles authorized to be in the lane;

5.6.2 Can consistently identify vehicle passengers in both the front and rear seats (excluding buses and motorcycles);

5.6.3 Can consistently and accurately capture and process the necessary images of vehicles traveling at up to 100 miles per hour, under any and all weather conditions, and irrespective of the vehicle make, model, type, condition, or other characteristics;

5.6.4 Can actively demonstrate 95% or better accuracy levels in the identification of 2+ and 3+ front and rear seat vehicle occupancy under the above noted conditions, verifiable at any time by WSDOT manual review of system images and resulting data;

5.6.5 Automatically produces data that can be used to analyze and report on 2+ and 3+ HOV occupancy volumes and characteristics, before and after roadway feature changes;

5.6.6 Produces both automatically redacted and unredacted images showing vehicles and occupants in a manually reviewable / verifiable automated format;

5.6.7 Can be installed in either a temporary or permanent configuration, allowing for limited time monitoring of individual locations and eliminating the need for full systems to be installed and maintained at every potential monitoring location;

5.6.8 Minimizes maintenance and repair costs through the use of commercially available components wherever possible;

5.6.9 Has the flexibility to be triggered by existing vehicle presence sensors (i.e., those in use by a toll system) already installed at or near a tolling point, eliminating or reducing the need for additional sensors to be placed;

5.6.10 Has the flexibility to work in conjunction with a License Plate Recognition system, allowing for connection of occupancy violations to the registered owner of a vehicle,
should WSDOT and WSP eventually elect to pursue violations based on the system’s output;

5.6.11 Is capable of producing an evidence package supporting both manual validation and full HOV violation enforcement, should WSDOT and WSP eventually elect to pursue violations based on the system’s output; and

5.6.12 Has been installed and tested, with documented data and analyzed results, on at least one other facility for a reference agency or authority willing to certify that, based on their experience with the system, it can reasonably be expected to meet all of the above requirements.

5.7 (MS) Client References

Vendor must ensure that a minimum of 2 of its commercial and/or government clients submit completed reference forms (see Appendix G) directly to the RFQQ Coordinator by the deadline set forth in the Schedule (Section 2).

References must not be from a person, company or organization with any special interest, financial or otherwise, in the Vendor.

WSDOT reserves the right to be one of Vendor’s client references based on WSDOT prior experience with Vendor, and have WSDOT Client Reference Form evaluated.

WSDOT reserves the right to eliminate from further consideration in the RFQQ process any Vendor who, in the opinion of WSDOT, receives an unfavorable report from a client. WSDOT may, at its discretion, contact other Vendor clients for references.

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SECTION 6

6 FINANCIAL QUOTE

Respond to the following requirements per the instructions in section 3.10.

6.6 Overview

WSDOT seeks to acquire the Vehicle Passenger/Occupancy Detection System that best meet the State’s needs at the lowest cost and best value.

Contract prices must include all cost components needed for the provisioning of the Vehicle Passenger/Occupancy Detection System as described in Section 5, Experience and Skill Qualifications. All costs associated with the Vehicle Passenger/Occupancy Detection System must be incorporated into the price of the Response to the RFQQ. Any Vehicle Passenger/Occupancy Detection System offered by the Vendor or its Subcontractor(s) that does not have a corresponding separate price will have no separate additional cost to WSDOT when acquired by WSDOT.

WSDOT would expect to license the Contractor’s software and own the associated hardware under the payment milestones defined in this SOW, without additional or separate payment.

6.7 Financial Grounds for disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

6.8 Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.8, Vendor Licensed to do Business in Washington. Vendor must not include taxes on the Cost Table form.

6.9 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in the Cost Table. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation, warranty work and maintenance of the Vehicle Passenger/Occupancy Detection System.

6.10 (M) Price Protection

For the entire term(s) of the Contract, the Vendor must guarantee to provide the Vehicle Passenger/Occupancy Detection System at the proposed rates. Vehicle Passenger/Occupancy Detection System rates cannot increase during any term of the Contract.

6.11 (M) Costs Not Specified

Where there is no charge or rate for Vehicle Passenger/Occupancy Detection System enter N/C (no charge) or zero (0) on the Cost Table as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states “no charge” for an item in the Table, the State will receive that item free for the period represented in the Table.
6.12 (MS) Completion of Cost Table

The Vendor must review the proposed Statement of Work in Appendix B, Proposed Contract for detailed Milestones and complete the *Cost Table*, which will be the basis for evaluation of the Financial Response. Use the forms in Appendix E, *Cost Table*, to itemize the costs associated with your proposed Vehicle Passenger/Occupancy Detection System.
SECTION 7

7 EVALUATION PROCESS

7.6 Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below in Section 7.9, Vendor Total Score, will be declared the ASV and enter into contract negotiations with WSDOT.

7.7 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, Administrative Requirements. Evaluation teams will only evaluate Responses meeting all administrative requirements.

7.8 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 4, 5, & 6). Only Responses meeting all Mandatory requirement will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor’s response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, WSDOT reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

7.9 Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

<table>
<thead>
<tr>
<th>Experience and Skill Qualifications</th>
<th>60 points/percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client References</td>
<td>10 points/percent</td>
</tr>
<tr>
<td>Financial Quote</td>
<td>30 points/percent</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100 points/percent</strong></td>
</tr>
</tbody>
</table>

The total score will determine the Apparently Successful Vendor.

7.10 Vendor Total Score

Vendors will be ranked using the Vendor’s Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor’s Total Score will be calculated as follows:

\[
\text{Total Score} = (\text{Experience and Skill Qualifications}) + (\text{Client References}) + (\text{Financial Quote})
\]
7.11 Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. WSDOT will enter into the Contract with the ASV. Should the ASV not execute the contract within 10 Business Days of notification, WSDOT may immediately declare the Vendor with the second highest score as the new ASV and enter into the Contract with that Vendor. This process will continue until the Contract is signed or no qualified Vendors remain.
CERTIFICATIONS AND ASSURANCES
Vehicle Passenger/Occupancy Detection
Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of 120 days following the Response Due Date specified in the RFQQ, and it may be accepted by WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period. In the case of protest, your Response will remain valid for 180 days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, 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 Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) are / are not submitting proposed Contract exceptions (see Subsection 3.19, Contract Requirements).

Vendor Signature

Vendor Company Name

Title

Date
APPENDIX B

PROPOSED CONTRACT

Terms and Conditions
For
APPENDIX C

Minority and Women's Business Enterprises (MWBE) Participation Form

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, WSDOT goals for acquisitions have been established as follows: 12% MBE or WBE.

<table>
<thead>
<tr>
<th>MBE FIRM NAME</th>
<th>*MBE CERTIFICATION NO.</th>
<th>PARTICIPATION %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WBE FIRM NAME</th>
<th>*WBE CERTIFICATION NO.</th>
<th>PARTICIPATION %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: ______________________________________________
COMPLAINT AND PROTEST PROCEDURES

1.0 COMPLAINT

This complaint procedure is available to Vendors with unresolved issues or concerns that were not addressed or resolved during the question and answer period of the solicitation.

Vendor complaints must be received, in writing, by the Solicitation Coordinator not less than five (5) business days prior to the deadline for bid submission.

Grounds for Complaint

Written complaints may be based only on the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints not based on these criteria will not be considered.

Format and Content

Vendors making a complaint shall include in their written complaint to WSDOT all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide the following in their written complaint:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The solicitation document name and number and reference to WSDOT as the issuing agency;
- Specific and complete statement of WSDOT’s action(s) that is the subject of the complaint;
- Specific reference to the basis for the complaint; and
- Description of the relief or corrective action requested.

WSDOT Review Process

Upon receipt of a complaint, the Solicitation Coordinator or his or her designee will consider all the facts available and respond in writing prior to the deadline for bid submissions. The complaint response and any changes to the solicitation arising from the complaint shall be posted on WEBS as an amendment to the solicitation.

The Solicitation Coordinator’s response to the complaint is final and not subject to administrative appeal. A copy of this response will be sent to the Secretary’s Office or designee.

Issues raised in a complaint may not be raised again during the protest period.
2.0 Protests

This protest procedure is available to Vendors who submitted a Response to this solicitation and have requested and attended a debriefing conference. Protests must be made to WSDOT after the Apparently Successful Vendor (ASV) has been announced. To be considered, Vendor protests must be received, in writing, by WSDOT within five (5) Business Days after the Vendor debriefing conference.

Grounds for Protest

Protests may be made on only these grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the procurement document or agency protest process or DES requirements.

Protests not based on these criteria will not be considered

Procedure for Protest

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

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, the protest shall include the following information:

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

Protests shall be addressed to:

Chief Information Officer
Washington State Department of Transportation
7345 Linderson Way SW
Tumwater, WA 98501-7430

The Vendor shall also forward a copy to the WSDOT Solicitation Administrator at the same time the protest is sent to the Chief Information Officer.
WSDOT REVIEW PROCESS
Upon receipt of a protest, a protest review will be held by WSDOT. WSDOT will postpone signing Contracts with ASVs until the Vendor 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 WSDOT. All available facts will be considered, and the director of the department responsible for administration of the Contract, or his/her delegate will issue a decision within five Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five Business Days of receipt of the protest.

WSDOT DETERMINATION
The final determination shall:
- Find the protest lacking in merit and uphold the agency’s action;
- Find only technical or harmless errors in the agency’s acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
- Find merit in the protest and provide the agency with options that may include:
  - Correct errors and reevaluate all proposals; or
  - Reissue the solicitation document; or
  - Make other findings and determine other courses of action as appropriate.
- Not require the agency to award a Contract to the protesting party or any other Vendor, regardless of the outcome.
- The determination of WSDOT is final and no further administrative appeals are available.
**APPENDIX E**

**MILESTONE AND PRICING TABLE FOR GUARANTEED PILOT SITES**

Complete the following table by inserting payment amount. If guaranteed dates cannot be met, modify the appropriate dates.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Qualifying Event</th>
<th>Guaranteed Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Milestone 1: Installation Readiness</strong></td>
<td>• Notice to Proceed</td>
<td>•</td>
<td>•</td>
</tr>
<tr>
<td></td>
<td>• Draft, Ongoing, and Final Project Schedule</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Draft and Final Installation Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Draft and Final Tuning and Performance Verification Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Milestone 2: System Installation, Tuning, and Verification</strong></td>
<td>• Draft and Final Site Validation Reports</td>
<td>July 31, 2015</td>
<td>•</td>
</tr>
<tr>
<td><strong>Milestone 3: System Acceptance</strong></td>
<td>WSDOT Approval of the following:</td>
<td>November 30, 2015</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Draft and Final System Acceptance Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Draft and Final Maintenance Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Ongoing Maintenance and Operations Support</strong></td>
<td>• Monthly Maintenance Report</td>
<td>Monthly (include annual cost in the submitted Cost Table)</td>
<td>•</td>
</tr>
<tr>
<td><strong>Potential Sites and Site Relocation</strong></td>
<td>• To be agreed upon by WSDOT and Contractor prior to work effort.</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Total Amount $**
**REFERENCE FORM**

Name of Vendor for whom reference is given: __________________________________________

Your organization’s business name: ___________________________________________________

Your Name and title: _______________________________________________________________

Telephone number: ___________________ E-Mail address: _____________________________

- Describe the type of Vendor’s Vehicle Passenger/Occupancy Detection installed at your organization:
  _____________________________________________________________________________

- Give a short description of the maintenance for the Vehicle Passenger/Occupancy Detection your organization has received from the Vendor:
  _____________________________________________________________________________

**PLEASE RATE THE FOLLOWING ITEMS (circle one):**

<table>
<thead>
<tr>
<th></th>
<th>Unsatisfactory</th>
<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ability to communicate clearly &amp; effectively</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Unsatisfactory</th>
<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Responsiveness to contractual issues:</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
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<td></td>
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</tbody>
</table>

<table>
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<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Ability to resolve problems</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
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<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Competency of staff</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
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<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Reliability of Product</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td>0 1 2 3 4</td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
PLEASE RATE THE FOLLOWING ITEMS (circle one):

<table>
<thead>
<tr>
<th>Un satisfactory</th>
<th>Below Average</th>
<th>Average</th>
<th>Above Average</th>
<th>Exceptional</th>
</tr>
</thead>
</table>

6. Quality of Services provided:  
Comments:________________________________________________________________________

7. Quality of maintenance provided:  
Comments:________________________________________________________________________

8. Responsiveness to resolving invoicing issues:  
Comments:________________________________________________________________________

9. Ability to meet project deadlines:  
Comments:________________________________________________________________________

10. Overall satisfaction with Vendor:  
Comments:________________________________________________________________________

Any other information that you would like to share about the Vendor:
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Your Signature: _________________________________________

Please return the reference by June 7, 2015, no later than 12:00 (noon) Olympia, WA local time, to:

Jolena Missildine, CCM, CPPB, RFQQ Coordinator  
Phone: (360) 705-7648  
Email: missildj@wsdot.wa.gov

If using US Postal Service: WSDOT Administrative Contracts Office  
P.O. Box 47408  
Olympia, WA 98504-7408

If using UPS, FedEx, etc WSDOT Administrative Contracts Office  
310 Maple Park Ave SE 2B1  
Olympia, WA 98504-7408

Thank you for your time and cooperation.