

**Request for Proposal  
ACQ-2011-1110-RFP**

**Washington State  
Roadway Toll Systems**

Offered by

**Washington State Department of  
Transportation**

**ISSUE DATE: November 10, 2011**

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## 1.0 INTRODUCTION

### 1.1 REQUEST FOR PROPOSALS (RFP) AVAILABILITY

#### 1.1.1 ELECTRONIC AVAILABILITY

The contents of this RFP and any Amendments and written answers to questions will be available on the Washington State Department of Transportation (WSDOT) website at:

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

#### 1.1.2 ALTERNATE FORMATS

Persons with disabilities may request information contained within this RFP and subsequent Amendments to be prepared and supplied in alternate formats by contacting the WSDOT RFP Administrator. Persons with hearing impairments may call 711.

## 1.2 GENERAL; DEFINITIONS

WSDOT is offering this RFP to solicit Vendors interested in providing Proposals to design, supply, install, integrate, test, operate, and maintain toll systems on Interstate 405 (I-405) and State Route (SR) 99. The System will utilize WSDOT's *Good to Go!*<sup>TM</sup> eGo® Plus and the International Standards Organization (ISO) 18000-6C Transponders and capture image Transactions for non-Transponder users.

All capitalized terms used in this RFP, but not expressly defined herein, have the respective meanings set forth in Appendix 1 — Definitions, attached hereto.

## 1.3 WSDOT CORE VALUES AND PROJECT GOALS

The vision for the Roadway Toll System (RTS) involves establishing a reliable Toll System that provides accurate, auditable, and efficient creation of Toll Transactions to meet WSDOT's current and future toll operation needs. The following are WSDOT's core values:

- Safety
- Project Delivery (on time, on budget, meet performance standards, and provide quality services)
- Accountability
- Effective and Transparent Communication
- Disadvantage/Minority/Women-Owned Business Enterprise Contractor Participation

With WSDOT's values in mind, WSDOT has established the following Project goals:

- **Minimize Impacts** – Minimally impact the traveling public during installation, operations and maintenance of the Project.
- **Incorporate Innovation** – Incorporate innovation and industry best practices, migrating seamlessly to new tolling technologies as they are developed.
- **Coordinate and Cooperate** – Partner effectively with WSDOT and its other contractors through all phases of the Work to deliver a complete tolling solution.

- **Deliver System Performance** – Provide and maintain a reliable and high-performing System that exceeds performance indicators.

## 1.4 ROADWAY TOLL SYSTEMS OVERVIEW

WSDOT is implementing multiple Roadway Toll Systems located in Western Washington. Information about WSDOT’s current tolling projects and future tolling options is available online:

<http://www.wsdot.wa.gov/tolling.htm>

The purpose of the RTS Project is to reduce congestion and/or raise revenue for transportation improvements on the System corridors.

The Project comprises the design, installation, integration, testing, operation, and maintenance of two Systems. The first is a two-way, variable priced, express toll lane system on I-405 between Bellevue and Lynnwood. The second is a two-way, variable priced, single-point open road RTS on SR 99 near the proposed SR 99 Bored Tunnel portals in Seattle.

At its sole discretion, after executing a contract, WSDOT may later add the design, installation, integration, testing, operation, and maintenance of up to four additional Systems to the Project. The first additional System is a two-way, variable priced, single-point open road RTS on SR 520 near the east landing of the replacement Evergreen Point Floating Bridge in Medina. The second additional System is a one-way, single-point open road RTS on SR 16, just west of the new Tacoma Narrows Bridge (TNB) in Gig Harbor. The third and fourth additional Systems are on State highways in western Washington.

## 1.5 INTENT AND ORGANIZATION OF DOCUMENT

The intent of this document is to solicit Proposals from Prequalified Vendors with relevant toll industry expertise that meets the needs of the Project. The document is organized into the following sections:

- Sections 1 through 5 – These sections define the procurement process and Proposal submittal requirements for the RTS.
- Sections 6 through 10 – These sections describe the information provided in each of the associated appendices.
- Appendices – The appendices include terms and definitions, Project description, Work, and requirements necessary to supply, install, and maintain the defined Systems, as well as additional information related to the Project that the Vendor would find useful in the preparation of a Proposal or forms that need to be completed by the Vendor and submitted along with its Proposal.

Section and subsection headings are provided for convenience only; readers of this document are advised to read all sections in their entirety to gain a complete understanding of the Project and its requirements.

## 1.6 RFP DOCUMENTS

Each of the Contract Documents identified in the Contract is an essential part of this Contract. The Contract Documents are intended to be complementary and to describe and provide for a complete contract.

1 Unless provided otherwise in the Contract, Reference Documents are for information  
2 purposes only and the Vendor shall rely upon Reference Documents at its own risk.

3 In the event that a Reference Document or Cited Reference is called out in the Contract  
4 Documents as a mandatory requirement then the Reference Document or Cited Reference  
5 shall be deemed incorporated in the Contract Documents to the extent that it is so  
6 referenced, with the same order of precedence as the highest level Contract Document in  
7 which the reference occurs.

8 Table 1 includes a list of documents included in the RFP. The documents are categorized  
9 as Contract Documents and Reference Documents.

10 **Table 1 – RFP Documents List and Category Breakdown**

Referenced As	RFP Documents	Contractual = C Reference = R
	The Vendor's Proposal	C
RFP (Ch 1-10)	Request for Proposal	C
Appendix 1	Definitions	C
Appendix 2	Project Description	C
Appendix 3	Design, Installation & Testing	C
Appendix 4	Toll Technical Requirements	C
Appendix 5	Maintenance and Operations	C
Appendix 6	State Certifications and Assurances	C
Appendix 7	Certification Regarding Debarment and Suspension	C
Appendix 8	Illustrative Toll Zone	R
Appendix 9	Responsibility Matrix	C
Appendix 10	Compliance Matrix	C
Appendix 11	Price Proposal Table	C
Appendix 12	Price Certification	C
Appendix 13	External System Interfaces	R
Appendix 14	I-405 Conceptual Plans	R
Appendix 15	SR 99 Conceptual Plans	R
Appendix 16	Mandatory Standards Resources	See Appendices 16.1 & 16.2
Appendix 17	Environmental Commitments Lists	C
Appendix 18	INTENTIONALLY OMITTED	N/A
Appendix 19	Contract	C
Appendix 20	Organizational Conflicts of Interest	C
Appendix 21	Proposal Submittal Checklist	R
Appendix 22	Information and Security	C
Appendix 23	Washington State Prevailing Wage Rates	C
Appendix 24	INTENTIONALLY OMITTED	N/A
Appendix 25	I-405 Project Allowable Lane Closures	C
Appendix 26	Special Provisions	C
Appendix 27	Key Project Roles	C
Appendix 28	Proposal Bond	C

11 Legend: C = Contract Document; R = Reference Document, not part of the Contract Documents; N/A = Not Applicable

12 End of Section

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## 2.0 RFP ADMINISTRATION AND PROPOSAL INSTRUCTIONS

This section provides general administrative information and instructions for submitting a Proposal.

### 2.1 GENERAL TERMS AND CONDITIONS

WSDOT seeks Proposals and will award a single contract for the Work specified in this RFP. Proposals are to be submitted with the understanding that selection of an apparently successful Vendor and acceptance of the Vendor's Proposal, in writing by WSDOT, shall constitute intent to award a contract in substantially the same form as Appendix 19 between the Vendor and WSDOT; if Vendor is unable to execute the Contract, WSDOT reserves the right at its discretion to terminate its relationship with the Vendor and select another Vendor. WSDOT is not obligated to award a contract as a result of this RFP.

The Contract executed as a result of this procurement will incorporate this RFP and the Vendor's Proposal; provided that, the terms and conditions of the executed Contract shall take precedence over this RFP and the Vendor's Proposal to the extent the terms are inconsistent.

### 2.2 RFP COORDINATOR

Upon receipt of this RFP and until WSDOT has executed a contract with the Vendor whose Proposal is most advantageous to WSDOT, the Vendor may not approach any WSDOT employee or consultant other than the RFP Coordinator to whom inquiries, Proposals, and other correspondence concerning this Proposal shall be addressed:

Mark Barkley, RFP Coordinator  
Phone: 360-705-7549  
FAX: 360-705-6842  
E-mail: barkleym@wsdot.wa.gov

All Proposals shall be addressed to:

**If using USPS:**

WA Department of Transportation  
Administrative Services Contracts  
Attn: Mark Barkley  
P.O. Box 47408  
Olympia, WA 98504-7408

**If using UPS, FedEx, etc.**

WA State Department of  
Transportation  
Administrative Services Contracts  
Attn: Mark Barkley  
719 Sleater Kinney Rd. SE, Suite 200  
Lacey, WA 98503-1138

You may use fax and/or e-mail for any communication required in this RFP, EXCEPT for your formal response (i.e., Proposal) to this RFP and protest, if any. You may not send your Proposals or protests by fax or e-mail 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.

### 2.3 COMPLAINTS

A complaint may be made before a Vendor responds to a solicitation document on the grounds that:

- 1 • a material provision in the RFP is ambiguous;
- 2 • any aspect of the procurement process described herein is contrary to legal
- 3 requirements applicable to this procurement; or
- 4 • the RFP, in whole or in part, exceeds the authority of WSDOT.

5 The written complaint shall be made to the RFP Coordinator before the due date of the  
6 Proposal; however, the solicitation process may continue.

7 The RFP Coordinator shall immediately forward a copy of the complaint to the State  
8 agency holding responsibility for the Contract. The RFP Coordinator shall also reply to the  
9 Vendor with a proposed solution and advise the responsible State agency of its reply. If  
10 the Vendor rejects the proposed solution, the responsible State agency may direct  
11 modification of solicitation requirements or the schedule, direct withdrawal of the  
12 solicitation, or may take other appropriate steps. The decision of the responsible State  
13 agency is final and no further administrative appeal is available.

## 14 **2.4 PERIOD OF PERFORMANCE**

15 The period of performance of any contract resulting from this RFP will commence upon  
16 Contract Execution and conclude upon completion of the Warranty, unless the Work is  
17 amended.

## 18 **2.5 PROPRIETARY OR CONFIDENTIAL INFORMATION**

19 Any information contained in the Vendor's Proposal that is proprietary shall be clearly  
20 designated. Marking the entire Proposal or an entire section as proprietary will be neither  
21 accepted nor honored. If a request is made to view a Vendor's Proposal, WSDOT will  
22 comply according to the Public Records Act, Chapter 42.56 RCW and Chapter 468-06  
23 WAC. If any information is marked as proprietary in the Proposal, such information will  
24 not be made available until the affected Vendor has been given an opportunity to seek a  
25 court injunction against the requested disclosure.

26 The Vendor should identify any materials that constitute "(valuable) formulae, designs,  
27 drawings, and research data" so as to be exempt from public disclosure under RCW  
28 42.56.270, or any materials otherwise claimed to be exempt, along with a statement of the  
29 basis (cite applicable RCW sub-section) for such claim of exemption. Failure to so label  
30 such materials, or failure to respond in a timely manner after notice of request for public  
31 disclosure has been given, shall be deemed a waiver by the Vendor of any claim that such  
32 materials are, in fact, so exempt. WSDOT's sole responsibility shall be limited to  
33 maintaining the above data in a secure area and to notify Vendor of any request(s) for  
34 disclosure within a period of six (6) years from date of Contract execution.

## 35 **2.6 RESPONSE PROPERTY OF WSDOT**

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

## 40 **2.7 ERRORS IN PROPOSAL**

41 Vendors are liable for all errors or omissions contained in their Proposals. Vendors will  
42 not be allowed to alter Proposal documents after the deadline for Proposal submission.

1 WSDOT is not liable for any errors in Proposals. WSDOT reserves the right to contact  
2 Vendor for clarification of Proposal contents.

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

## 8 **2.8 WAIVE MINOR ADMINISTRATIVE IRREGULARITIES**

9 WSDOT reserves the right to waive minor administrative irregularities contained in any  
10 Proposal. Additionally, WSDOT reserves the right, at its sole option, to make corrections  
11 to Vendors' Proposals when an obvious arithmetical error has been made in the Price  
12 quotation. Vendors will not be allowed to make changes to their quoted Price after the  
13 Proposal submission deadline.

## 14 **2.9 FAILURE TO COMPLY**

15 For a Proposal to be considered complete, all requirements of this RFP shall be addressed.  
16 Vendor's failure to comply with any part of WSDOT's RFP may result in the Vendor's  
17 Proposal being disqualified for being non-responsive to WSDOT's request.

### 18 **2.9.1 CONTRACT TERMS AND CONDITIONS**

- 19 • The Vendor shall always comply with all applicable licensing, accreditation, and  
20 registration requirements and all applicable Laws and Regulations including, but  
21 not limited to, Environmental Laws, chapter 18.27 RCW, chapter 19.28 RCW,  
22 chapter 39.04 RCW, chapter 39.12 RCW, Appendix 19, and all applicable  
23 nondiscrimination laws and regulations, including but not limited to: Title VI,  
24 Non-Discrimination, Title 49 C.F.R., Part 21 and Title VII of the Civil Rights  
25 Act; 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act; and Title  
26 49.60 RCW, Washington Law Against Discrimination.
- 27 • The Vendor shall provide proof of a valid Washington State Vendor Business  
28 License.
- 29 • The Vendor shall supply a statement that any participant doing work on behalf of  
30 Vendor in any of the required WSDOT prequalification categories is certified as  
31 a WBE, MBE, or DBE firm, or is prequalified with WSDOT for that class of  
32 work. See Section 2.28 herein.
- 33 • The apparent successful Vendor is expected to enter into a Contract that is  
34 substantially the same as the Contract attached as Appendix 19. In no event is a  
35 Vendor to submit its own standard contract terms and conditions in response to  
36 this solicitation.
- 37 • The apparent successful Vendor shall provide WSDOT a fully executed Contract  
38 Bond for each segment of Work prior to Contract Award. (see Appendix 19).
- 39 • The apparent successful Vendor shall provide proof that the Bonding Company is  
40 registered with the Washington State Insurance Commissioner and appears on the  
41 current Authorized Insurance List in the State of Washington published by the  
42 Office of the Insurance Commissioner.

**2.10 PROPOSAL ACCEPTANCE PERIOD**

Proposals providing less than 180 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 be disqualified from further consideration.

**2.11 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.

**2.12 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. The Vendor shall be prepared to accept this RFP for incorporation into a contract resulting from this RFP, which will be in substantially the same form as the contract in Appendix 19. The Contract may incorporate portions or the Vendor's entire Proposal. It is understood that the Proposal will become a part of the official file on this matter without obligation to WSDOT.

**2.13 NO OBLIGATION TO CONTRACT**

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

**2.14 PROPOSAL CLARIFICATIONS**

WSDOT, in its sole discretion, will make the 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 from any Vendor in any form relative to any or all of the provisions or conditions of this RFP.

**2.15 PUBLICITY**

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

**2.16 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.

**2.17 ADVANCED PAYMENT**

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 by WSDOT.

## 2.18 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.

## 2.19 PROPOSER EXPENSES

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

## 2.20 SCHEDULE OF PROCUREMENT ACTIVITIES

All Vendors shall 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.

The RFP Procurement Schedule in Table 2 shows the schedule of activities for this procurement, unless explicitly modified by WSDOT by written amendment to this RFP.

**Table 2 – RFP Procurement Schedule**

Activity	Due Date	Time*
RTS RFP Released	November 10, 2011	N/A
Pre-Proposal Meeting	November 29, 2011	9:00 AM
Vendor One-on-One Meetings	November 29, 2011	scheduled
Written Questions Due	December 1, 2011	5:00 PM
Answers to Questions Issued	December 8, 2011	N/A
OCOI Certification & Plan (see Appendix 20)	November 28, 2011	5:00 PM
Proposals Due	January 12, 2012	5:00 PM
Interviews	January 31 & February 1, 2012	N/A
Notification of Apparently Successful Vendor Issued	February 10, 2012	N/A
Execute Contract	On or before March 2, 2012	N/A
Issue NTP	On or before March 2, 2012	N/A

\*Times are Pacific time.

## 2.21 OPTIONAL PRE-PROPOSAL AND ONE-ON-ONE MEETINGS

An optional Pre-Proposal Meeting will be held by WSDOT on the date and time shown in Table 2 of Section 2.20 herein. WSDOT will make a brief presentation, review any changes that are expected, and then open for Vendor questions.

The Pre-Proposal Meeting is intended to provide potential Vendors an opportunity to meet the Project team and better understand WSDOT's goals and expectations. Vendors are encouraged to ask questions about all aspects of the Project. WSDOT will attempt to answer all questions during the meeting, but responses or other information presented during the Pre-Proposal Meeting will not be considered binding on WSDOT. WSDOT may issue an addendum to the RFP based on the questions asked, but Vendors are advised to submit written questions to the RFP Coordinator formally after the meeting if they have specific concerns or need a formal response.

1 Any documentation provided by WSDOT during the meeting (e.g., presentations,  
2 handouts, etc.) and the sign-in sheet will be filed with the WSDOT Administrative Services  
3 Contracts Office and made available to the public on WSDOT’s website:

4 <http://www.wsdot.wa.gov/business/contracts/default.htm>

5 Each Vendor is invited to schedule a one-on-one meeting with WSDOT on the afternoon  
6 of the Pre-Proposal Meeting. This meeting is intended to provide informal confidential  
7 dialog between the Vendor and WSDOT on topics of the Vendor’s choosing. Vendors are  
8 encouraged to ask questions about all aspects of the Project. WSDOT will attempt to  
9 answer all questions during the meeting, but responses or other information presented  
10 during the One-on-One Meeting will not be considered binding on WSDOT. WSDOT  
11 may issue an addendum to the RFP based on the questions asked, but Vendors are advised  
12 to submit written questions to the RFP Coordinator formally after the meeting if they have  
13 specific concerns or need a formal response.

14 Vendors shall contact the RFP Coordinator to schedule a One-on-One Meeting.

15 No minutes of the Pre-Proposal Meeting or One-on-One Meetings will be taken nor  
16 distributed.

## 17 **2.22 RFP INQUIRIES**

18 WSDOT shall receive all written inquiries and correspondence by the date and time shown  
19 in Table 2 of Section 2.20 herein. The Vendor may submit the questions by U.S. Postal  
20 Service, fax, or e-mail. WSDOT will not respond to questions submitted after this date.  
21 WSDOT will provide written answers via amendment by the date and time shown in  
22 Section 2.20 herein.

23 It is incumbent upon each potential Vendor to carefully examine these requirements, terms,  
24 and conditions. Should any potential Vendor find discrepancies, omissions, or ambiguities  
25 in this RFP, the Vendor shall at once request, in writing, an interpretation from WSDOT’s  
26 RFP Coordinator. Any inquiries, suggestions, or requests concerning interpretation,  
27 clarification, or additional information shall be made, in writing (including fax and e-mail  
28 transmissions) to WSDOT’s RFP Coordinator, as specified in of Section 2.20 herein,  
29 Schedule of Procurement Activities.

30 Any changes or clarifications to the information provided herein shall be reduced to  
31 writing and will be furnished to each Vendor as an amendment to this RFP.

## 32 **2.23 AMENDMENTS TO THE RFP**

33 WSDOT reserves the right to revise the RFP and/or to issue amendments to the RFP. In  
34 the event that it becomes necessary to revise any part of this RFP, WSDOT will issue an  
35 amendment to the RFP to all Prequalified Vendors. If amendments are in response to  
36 questions that are submitted, the questions, along with WSDOT’s responses will be  
37 included in the amendment. The Vendor is instructed to disregard any oral representations  
38 it may receive. Proposal evaluation will be based on the material contained in the RFP and  
39 any amendments to the RFP that have been issued. If a conflict exists between  
40 amendments, or between an amendment and the RFP, the document issued last shall take  
41 precedence.

## 2.24 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>

## 2.25 SUBMISSION OF PROPOSALS

Proposals shall be submitted to the RFP Coordinator in the format and quantity specified in Section 4.0 herein. Proposals shall be received by WSDOT by the date and time indicated in Table 2 of Section 2.20. WSDOT will not accept FAX or other electronically submitted Proposals. Any Proposal received after the prescribed deadline will be marked as “Late” and will not be considered. Late Proposals will be returned unopened.

WSDOT reserves the right to reject any or all Proposals.

## 2.26 PROPOSAL BOND

The Vendor shall provide a single Proposal Bond in the amount of 5% of their total installation Price (as identified in Appendix 11) for both the I-405 and SR 99 Systems. The Proposal Bond shall be submitted with the Price Proposal. The Proposal Bond shall be on the form attached as Appendix 28 and shall be signed by the Vendor and the Surety. The Proposal Bond shall not be conditioned in any way to modify the 5% required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner; and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.

The failure of Vendor to furnish a Proposal Bond as required herein shall make the Proposal non-responsive and shall cause the Proposal to be rejected by WSDOT.

## 2.27 STATEWIDE VENDOR STATUS

Each Vendor shall 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 Business Days of notification of contract award.

## 2.28 SUBCONTRACTOR PREQUALIFICATION

Any participant doing work on behalf of Vendor in any of the following WSDOT prequalification categories shall be certified as a WBE, MBE, or DBE firm, or shall be prequalified with WSDOT for that class of work:

- 16 – Illumination and General Electric
- 33 – Engineering
- 34 – Erosion Control
- 41 – Intelligent Transportation Systems
- 42 – Electronics-Fiber Optic Based Communications Systems
- 47 – Concrete Sawing, Coring, and Grooving
- 53 – Traffic Control

Prequalification information can be found online at:

1 <http://www.wsdot.wa.gov/biz/contaa/PREQUAL/>

## 2 **2.29 VENDOR’S ACKNOWLEDGEMENT**

3 By submitting a response to this RFP, each Vendor unequivocally acknowledges that the  
4 Vendor has read and fully understands this RFP, and that the Vendor has asked questions  
5 and received satisfactory answers from WSDOT regarding any provisions of this RFP with  
6 regard to which the Vendor desired clarification.

## 7 **2.30 ORGANIZATIONAL CONFLICTS OF INTEREST**

8 The Vendor shall complete the Organizational Conflict of Interest process outlined below  
9 and submit a completed Appendix 20 – Organizational Conflict of Interest Certification,  
10 Disclosure and Avoidance/Neutralization Plan (“OCOI Certification & Plan”) to the  
11 address specified in Section 2.2 herein of this RFP no later than the date and time listed in  
12 Table 2 of Section 2.20 of the RFP. The Vendor shall submit one copy that shall contain  
13 original blue-ink signatures. **The Vendor may not submit the OCOI Certification &**  
14 **Plan by fax or email.**

15 OCOI shall mean that because of other existing or past activities or relationships a person  
16 or entity including a Vendor, subcontractor or consultant:

- 17 • is unable or potentially unable to render impartial assistance or advice to  
18 WSDOT; or
- 19 • is or might be otherwise impaired in its objectivity in performing the contract  
20 work; or
- 21 • has or appears to have an unfair competitive advantage.

22 The Vendor has sole responsibility to avoid or neutralize OCOI on the Roadway Toll  
23 Systems procurement and implementation and shall complete the following process:

- 24 • Vendor Review. As soon as possible, the Vendor shall conduct an internal  
25 review of its current affiliations and shall require its intended team members to  
26 conduct a review in order to identify any potential, real, or perceived OCOI  
27 relative to this procurement as described in the WSDOT’s Organizational  
28 Conflicts of Interest Manual M 3043.01.
- 29 • The Vendor shall complete and submit Appendix 20 – *Organizational Conflict of*  
30 *Interest Certification, Disclosure and Avoidance/Neutralization Plan* (“OCOI  
31 Certification & Plan”) describing the potential OCOI and, if needed, the  
32 Vendor’s approach for avoiding/neutralizing it.
- 33 • WSDOT Determination. If the Vendor submits an OCOI Certification & Plan,  
34 WSDOT will review and respond within seven Calendar Days indicating its  
35 concurrence, denial or requested revisions. By its concurrence, WSDOT does  
36 not assume any responsibility or liability for a potential, real or perceived OCOI  
37 on behalf of the Vendor. WSDOT reserves the right, in its sole discretion, to  
38 preclude a Vendor from the RFP process for an OCOI.

## 39 **2.31 PRECLUDED FIRMS**

40 WSDOT has retained the following consulting firms to provide guidance in preparing and  
41 evaluating the RFP and/or to provide advice on related financial, contractual, and technical  
42 matters:

- 1           • Jacobs
- 2           • Parsons Brinkerhoff

3           Each of these firms is prohibited from joining any Vendor’s team or otherwise assisting  
4           any Vendor in connection with the RFP procurement process.

## 5   **2.32 PUBLIC WORKS AND PREVAILING WAGE**

6           Any resulting contract from this acquisition is subject to chapter 39.04 RCW, Public  
7           Works, and all applicable state statutes, including, but not limited to chapter 39.12 RCW,  
8           Prevailing Wage. The requirements Vendor shall comply with include, but are not limited  
9           to, the following:

### 10 **2.32.1 CONTRACTOR REGISTRATION**

11           The Vendor shall provide its Contractor License number issued by the Washington State  
12           Department of Labor and Industries (L&I). Vendors doing construction trade work in the  
13           State are required to have a valid L&I Contractor Registration License in accordance with  
14           RCW 18.27.020 and RCW 19.28.420, as applicable.

15           Please visit the Washington State Labor and Industries website below for more information  
16           on contractor license registration requirements.

17           <http://www.lni.wa.gov/TradesLicensing/Contractors/HowReg/default.asp>

### 18 **2.32.2 EMPLOYMENT SECURITY DEPARTMENT REGISTRATION**

19           The Vendor shall provide its Employment Security Number issued by the Washington  
20           State Employment Security Department. Vendors submitting proposals shall have their  
21           Employment Security Number prior to submitting their proposal in accordance with RCW  
22           50.12.070.

23           Please visit the Washington State Employment Security Department website for more  
24           information on registration requirements.

25           <http://www.esd.wa.gov/uitax/newbusiness/register-your-business.php>

### 26 **2.32.3 PREVAILING WAGE**

27           Any resulting Contract to this RFP is subject to the minimum wage requirements of  
28           chapter 39.12 RCW and to chapter 49.28 RCW (as amended or supplemented). The hourly  
29           minimum rates for wages and fringe benefits are listed in Appendix 23 of this RFP. When  
30           Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S.  
31           Department of Labor’s “Decision Number” shown in the Contract Provisions.

32           The Vendor and any Subcontractors required by chapter 39.12 RCW, WAC 296-127-010,  
33           or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages,  
34           shall not pay any worker less than the minimum hourly wage rates and fringe benefits  
35           required by chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

36           By including the hourly minimum rates for wages and fringe benefits in this RFP, WSDOT  
37           does not imply that the Vendor will find labor available at those rates. The Vendor shall be  
38           responsible for any amounts above the minimums that will actually have to be paid. The  
39           Vendor shall bear the cost of paying wages above those shown in RFP.

1 The area in which the worker is physically employed shall determine which Federal wage  
2 and fringe benefit rate shall be used to compare against the State wage and fringe benefit  
3 rate.

4 If employing labor in a class not listed in Appendix 23 on a State-funded project only, the  
5 Vendor shall request a determination of the correct wage and benefits rate for that class and  
6 locality from the L & I Industrial Statistician and provide a copy of those determinations to  
7 the WSDOT Project Manager and WSDOT Contract Administrator.

8 The Vendor shall ensure that any Subcontractor that falls under the provisions of chapter  
9 39.12 RCW because of the definition “Contractor” in WAC 296-127-010 complies with all  
10 the requirements of chapter 39.12 RCW.

11 The Vendor shall be responsible for compliance with the requirements of the DBRA and  
12 chapter 39.12 RCW by all Subcontractors engaged in any part of the Work necessary to  
13 complete the Contract. Therefore, should a violation of this subsection occur by any  
14 Subcontractor that is providing Work or materials for completion of this Contract whether  
15 directly or indirectly responsible to the Vendor, WSDOT will take action against the  
16 Vendor, as provided by the provisions of the Contract, to achieve compliance, including  
17 but not limited to, withholding payment on the Contract until compliance is achieved.

18 In the event WSDOT has an error (omissions are not errors) in the listing of the hourly  
19 minimum rates for wages and fringe benefits in this RFP, the Vendor and any  
20 Subcontractor that is required to pay prevailing wages, shall be required to pay the rates as  
21 determined to be correct by the Washington State Department of Labor and Industries (or  
22 by the U.S. Department of Labor when that agency sets the rates). A written amendment to  
23 any resulting contract from this RFP will be prepared to ensure that this occurs. WSDOT  
24 will reimburse the Vendor for the actual cost to pay the difference between the correct rates  
25 and the rates included in this RFP, subject to the following conditions:

- 26 • The affected Vendor relied upon the rates included in this RFP to prepare its  
27 Proposal and certifies that it did so;
- 28 • The allowable amount of reimbursement will be the difference between the rates  
29 listed and rates later determined to be correct plus only appropriate payroll  
30 markup the employer shall pay, such as, social security and other payments the  
31 employer shall make to the Federal or State Government;
- 32 • The allowable amount of reimbursement may also include some overhead cost,  
33 such as, the cost for bond, insurance, and making supplemental payrolls and new  
34 checks to the employees because of underpayment for previously performed  
35 Work; and
- 36 • Profit will not be an allowable markup.

37 Vendors that anticipated, when they prepared their Proposals, paying a rate equal to or  
38 higher than the correct rate as finally determined will not be eligible for reimbursement.

#### 39 **2.32.4 POSTING NOTICES**

40 In a location acceptable to the Washington State Department of Labor and Industries, the  
41 Vendor shall ensure the following is posted:

- 42 • One copy of the approved “Statement of Intent to Pay Prevailing Wages” for the  
43 Vendor and any Subcontractor that falls under the provisions of chapter 39.12  
44 RCW because of the definition of “Contractor” in WAC 296-127-010;

- 1 • One copy of the prevailing wage rates for the project;
- 2 • The address and telephone number of the Industrial Statistician for L&I (along
- 3 with notice that complaints or questions about wage rates may be directed there).

#### 4 **2.32.5 DISPUTES**

5 If labor and management cannot agree in a dispute over the proper prevailing wage rates,  
6 the Vendor shall refer the matter to the Director of the Washington State Department Labor  
7 and Industries (or to the U.S. Secretary of Labor when that agency sets the rates). The  
8 Director's (or Secretary's) decision shall be final, conclusive, and binding on all parties.

#### 9 **2.32.6 REQUIRED DOCUMENTS**

10 On forms provided by the Industrial Statistician of Washington State Department Labor  
11 and Industries, the Vendor shall submit to the WSDOT Project Manager the following for  
12 itself and for each Subcontractor covered under chapter 39.12 RCW that provided Work  
13 and materials for the Contract:

- 14 • A copy of an approved "Statement of Intent to Pay Prevailing Wages" L&I's  
15 form number F700-029-000. WSDOT will make no payment under this Contract  
16 for the Work performed until this statement has been approved by L&I and a  
17 copy of the approved form has been submitted to the WSDOT Project Manager.
- 18 • A copy of an approved "Affidavit of Prevailing Wages Paid," L&I's form  
19 number F700-007-000. WSDOT will not release to the Vendor any funds  
20 retained under RCW 60.28.011 until all of the "Affidavit of Prevailing Wages  
21 Paid" forms have been approved by L&I and a copy of all the approved forms  
22 have been submitted to the WSDOT Project Manager.

23 The Vendor shall be responsible for requesting these forms from L&I and for  
24 paying any approval fees required by L&I.

25 Certified payrolls are required to be submitted by the Vendor to the WSDOT  
26 Project Manager, for the Vendor and all Subcontractors on all Federal-aid  
27 projects and, when requested in writing by the WSDOT Project Manager, on  
28 projects funded with only WSDOT funds. If these payrolls are not supplied  
29 within ten Calendar days of the end of the preceding weekly payroll period for  
30 Federal-aid projects or within ten Calendar days from the date of the written  
31 request on projects with only WSDOT funds, any or all payments may be  
32 withheld until compliance is achieved. Also, failure to provide these payrolls  
33 could result in other sanctions as provided by State laws (RCW 39.12.050) and/or  
34 Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and  
35 explicit. Employee labor descriptions used on certified payrolls shall coincide  
36 exactly with the labor descriptions listed on the minimum wage schedule in the  
37 Contract unless the WSDOT Project Manager approves an alternate method to  
38 identify the labor used by the Vendor to compare with the labor listed in this  
39 RFP.

#### 40 **2.32.7 AUDITS**

41 WSDOT may inspect or audit the Vendor's wage and payroll records as provided in  
42 Section 2.32.6.

**2.32.8 WORKER'S BENEFITS**

The Vendor shall make all payments required for unemployment compensation under Title 50 RCW and for industrial insurance and medical aid required under Title 51 RCW. If any payment required by Title 50 RCW or Title 51 RCW is not made when due, WSDOT may retain such payments from any money due the Vendor and pay the same into the appropriate fund. Such payment will be made only after giving the Vendor 15 Calendar Days prior written notice of WSDOT's intent to disburse the funds to the Washington State Department of Labor and Industries or Washington State Employment Security Department, as applicable. The payment will be made upon expiration of the 15 Calendar Day period if no legal action has been commenced to resolve the validity of the claim. If legal action is instituted to determine the validity of the claim prior to the expiration of the 15 Calendar Day period, WSDOT will hold the funds until determination of the action or written settlement agreement of the appropriate parties.

The Vendor shall include in the various items in their Proposal all costs for payment of unemployment compensation and for providing either or both of the insurance coverages. The Vendor will not be entitled to any additional payment for: (1) failure to include such costs, or (2) determinations made by the U.S. Department of Labor or the Washington State Department of Labor and Industries regarding the insurance coverage.

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Vendor with applicable industrial insurance and medical aid classification and premium rates. After receipt of a Revenue Release from the Washington State Department of Revenue, WSDOT will verify through the Department of Labor and Industries that the Vendor is current with respect to the payments of industrial insurance and medical aid premiums.

**2.32.9 RETAINAGE**

Pursuant to Title 60.28 RCW, a sum of 5-percent of the monies earned by the Vendor will be retained from progress estimates. Such retainage shall be used as a trust fund for the protection and payment (1) to the State with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW, and (2) the claims of any person arising under the Contract.

Monies retained under the provisions of Title 60.28 RCW shall, at the option of the Vendor, be:

- Retained in a fund by WSDOT, or
- Deposited by WSDOT in an escrow (interest-bearing) account in a bank, mutual saving bank, or savings and loan association (interest on monies so retained shall be paid to the Vendor). Deposits are to be in the name of the Washington State Department of Transportation (WSDOT) and are not to be allowed to be withdrawn without WSDOT's written authorization. WSDOT will issue a check representing the sum of the monies reserved, payable to the bank or trust company. Such check shall be converted into bonds and securities chosen by the Vendor as the interest accrues.

At the time the Contract is executed the Vendor shall designate the option desired. The Vendor in choosing option (b) agrees to assume full responsibility to pay all costs that may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities. WSDOT may also, at its option, accept a bond in lieu of retainage.

1 Release of the retainage will be made 60 Calendar Days following the System Acceptance  
2 (pursuant to chapter 39.12 RCW and Title 60.28 RCW) provided the following conditions  
3 are met:

- 4 • On Contracts totaling more than \$35,000, a release has been obtained from the  
5 Washington State Department of Revenue.
- 6 • Affidavits of Wages Paid for the Vendor and all Subcontractors are on file with  
7 WSDOT (RCW 39.12.040).
- 8 • A certificate of Payment of Contributions Penalties and Interest on Public Works  
9 Contract is received from the Washington State Employment Security  
10 Department.
- 11 • On Contracts totaling more than \$35,000, a release has been obtained from the  
12 Washington State Department of Labor and Industries.
- 13 • All claims, as provided by law, filed against the retainage have been resolved. In  
14 the event claims are filed and provided the conditions of a, b, c and d are met, the  
15 Vendor will be paid such retained percentage less an amount sufficient to pay  
16 any such claims together with a sum determined by WSDOT sufficient to pay the  
17 cost of foreclosing on claims and to cover attorney's fees.

18 End of Section

1

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## 3.0 SELECTION PROCESS

This section describes the evaluation, contract award, debriefing, and protest procedures that WSDOT will follow for the RTS Proposal selection process.

### 3.1 PROPOSAL EVALUATION

WSDOT will follow the following steps in evaluating Proposals and selecting the Vendor that provides the best overall value to WSDOT:

- Step 1: Screen proposals for pass/fail criteria
- Step 2: Conduct technical proposal scoring
- Step 3: Interview Vendors
- Step 4: Score price proposal

Each of these steps is described in more detail in the following subsections.

WSDOT will evaluate each Proposal in conjunction with the WSDOT Core Values and Project Goals as described in Section 1.3 herein to determine the score of the Technical Proposal (Section 3.4 herein). Table 3 identifies the maximum scoring for each Evaluation Category by Core Value. The following adjectival rating system, as described below, will be used to determine the value for each Evaluation Category:

- **Excellent (5):** The proposals submitted are considered to provide advantages, benefits, or added value to the project and provide a consistently outstanding level of competency. In order to meet the minimum criteria to be scored as Excellent, the proposals must be determined to have significant strengths and no appreciable weaknesses.
- **Very Good (4):** The proposals submitted are considered to provide advantages, benefits, or added value to the project and offers a generally better than acceptable competency. In order to meet the minimum criteria to be scored as Very Good, the proposals must be determined to have strengths and no significant weaknesses
- **Good (3):** The proposals submitted are considered to offer an acceptable level of competency. In order to meet the minimum criteria for consideration to be scored as Good, the proposals must be determined to have strength, even though weaknesses exist.
- **Fair (2):** The proposals submitted are considered to contain significant weaknesses and only minor strengths.
- **Poor (1):** The proposals submitted are considered to contain significant weaknesses and no appreciable strengths.
- **Non compliant (0):** The proposals submitted are considered to be non compliant or non responsive.

Numerical scores will be assigned by a WSDOT Evaluation Committee to the Categories set forth in Table 3 – Proposal Evaluation Scoring.

1

**Table 3 – Proposal Evaluation Scoring**

Category/Criteria	Weight
Pass/Fail Screening:	
Receipt by Due Date and Time	Pass/Fail
Completion of Proposal Submittal Checklist	Pass/Fail
Subcontractor Prequalification	Pass/Fail
Completion of Compliance Matrix	Pass/Fail
Inclusion of Proposal Bond	Pass/Fail
<b>Technical Proposal Scoring:</b>	
Project Delivery	300
Technical Approach	400
Interview	N/A
<b>Sub-Total</b>	<b>700</b>
<b>Price Proposal Table (Installation + Maintenance)</b>	<b>300</b>
<b>Total</b>	<b>1,000</b>

2

### 3.2 PASS/FAIL SCREENING

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

- Receipt by the due date and time
- Completion of the proposal submittal checklist
- Subcontractor prequalification
- Completion of the compliance matrix
- Inclusion of Proposal Bonds.

### 3.3 VENDOR PRESENTATION AND INTERVIEWS

WSDOT, at its sole discretion, will invite those Vendors with qualifying Proposals to meet with WSDOT in the Seattle area to discuss their Proposal and answer questions. Each Vendor's time will be limited to two hours or less, at the discretion of WSDOT. Interviews shall consist of a brief presentation by the Vendor and shall be limited to summarizing their Proposal, including technical approach and Project delivery approach, and answering any clarifying questions. At the discretion of WSDOT, the Vendor may be invited to exhibit a live demonstration of an operating System during the interview.

WSDOT may provide a list of clarifying questions in advance of the meeting and any invitation to demonstrate an operating System so that the Vendor may prepare. The Vendor's Project Manager shall attend the meeting, conduct the presentation, and lead the Vendor's half of the discussion. Information provided during the Vendor presentation and interview may be used to clarify the Vendor's proposal and may influence the scoring of the Vendor's proposal. During the presentation and interview, the Vendor shall not provide any new or additional technical solutions beyond those included in the Vendor's proposal.

1 Interviews will be scheduled through the RFP Coordinator. WSDOT will provide the  
2 facility, lights, electricity, and projector screen for the interviews. The Vendor shall  
3 provide any additional equipment necessary to make a presentation.

### 4 **3.4 TECHNICAL PROPOSAL SCORING**

5 Technical Proposals will be evaluated in two categories: Project Delivery Approach and  
6 Technical Approach. Each of these categories will receive a numerical score for their  
7 support of each of the following core values (as further described in Section 1.3 herein:  
8 Minimize Impacts, Incorporate Innovation, Coordinate and Cooperate, and Deliver System  
9 Performance).

10 Evaluators will individually review and score each Proposal using the criteria below. The  
11 Vendor's interview results, Betterments and Compliance Matrix may influence Evaluator  
12 scores. Evaluator scores will be averaged to determine a composite score that will be used  
13 to rank the Vendors.

#### 14 **3.4.1 PROJECT DELIVERY**

##### 15 **3.4.1.1 TEAM ORGANIZATION AND EXPERIENCE**

- 16 • Local presence or proposed co-location
- 17 • Staff and subcontractors availability
- 18 • Experience working with WSDOT

##### 19 **3.4.1.2 APPROACH TO MANAGEMENT AND TEAM COORDINATION**

- 20 • Use of professional project management techniques
- 21 • Flexibility, creativity and change management
- 22 • Coordination and communications plans and execution
- 23 • Local testing facility that replicates deployment conditions
- 24 • Responsiveness and availability

#### 25 **3.4.2 TECHNICAL APPROACH**

##### 26 **3.4.2.1 OVERALL APPROACH (ALL PHASES)**

- 27 • Innovations to save time and money
- 28 • Compatibility with existing Toll Systems

##### 29 **3.4.2.2 PHYSICAL DESIGN**

- 30 • Use of non-proprietary (off the shelf) parts
- 31 • Use of standard software
- 32 • System security, accuracy and reliability
- 33 • Minimize traffic impacts during installation and maintenance
- 34 • Innovations that minimize Toll Infrastructure

##### 35 **3.4.2.3 CONCEPTUAL SYSTEM ARCHITECTURE**

- 36 • Ability to migrate and upgrade to new technologies or open protocols

- 1                   • Redundancy in system so that maintenance can be performed without lane  
2                   closures or during off peak periods
- 3                   • System security, accuracy and reliability
- 4                   • Intuitive and easy-to-use System interface

### 5   **3.5    SCORING THE PRICE PROPOSAL**

6                   Vendors will be required to complete and submit the completed Price Proposal Table (in  
7                   Appendix 11) under separate cover. The Price Proposal Table will be scored by the RFP  
8                   Coordinator using the methodology provided below.

#### 9   **3.5.1    METHODOLOGY**

10                  The score for the Price Proposal Table will be computed as such:

- 11                   • The highest Project Delivery composite score (from any Vendor) and the highest  
12                   Technical Approach composite score (from any Vendor) will be divided by the  
13                   total possible points of 700. The resulting “price ratio” will be multiplied by 300  
14                   points to represent the maximum possible points that could be earned for the  
15                   Price Proposal.
- 16                   • The Price Proposal score will then be calculated by:
- 17                   • Combining total life-cycle price of the I-405 System plus the total life-cycle  
18                   price of the SR 99 System received from each Vendor.
- 19                   • Dividing the lowest combined total life-cycle Price Proposal by each  
20                   Vendor’s total combined life-cycle Price Proposal.
- 21                   • Multiplying the resultant number by the maximum possible Price Proposal  
22                   points (calculated above).

23                  Provided below is an example (for illustrative purposes only):

24

Technical Proposal Section	Vendor A	Vendor B	Vendor C
Project Delivery	275 points	190 points	220 points
Technical Approach	280 points	300 points	390 points
I-405 Price Proposal	\$50,000	\$55,000	\$70,000
SR 99 Price Proposal	\$50,000	\$60,000	\$60,000
Total Combined Price Proposal	\$100,000	\$115,000	\$130,000

25                  The highest project delivery composite score = 275 points

26                  The highest technical approach composite score = 390 points

27

$$\frac{(\text{Project Delivery Comp} + \text{Tech Approach Comp})}{700} = \text{PriceRatio}$$

1

$$\frac{(275 + 390)}{700} = 0.95$$

2

3

and

4

$$(\text{PriceRatio}) \times 300 = \text{Max Possible Pts}$$

5

$$0.95 \times 300 = 285$$

6

7

Vendor A	Vendor B	Vendor C
100,000 100,000 = 1.0	100,000 115,000 = 0.87	100,000 130,000 = 0.77
1.00 x 285 points	0.87 x 285 points	0.77 x 285 points
285 points	248 points	219 points

8

9

### 3.6 CONTRACT AWARD

10

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

11

12

WSDOT will notify the selected Vendor of its Acceptance of Vendor's proposal and of WSDOT's intent to enter into a Contract in substantially the same form as the Contract in Appendix 19. If WSDOT is not able to reach agreement on the terms of the Contract with the selected Vendor within three weeks of notification, WSDOT may end discussions with Vendor and initiate Contract discussions with the Vendor ranked second in the proposal evaluation process. If discussions with the second Vendor fail, WSDOT reserves the right to either a) initiate Contract discussions with the Vendor ranked third in the proposal evaluation process, or b) to cease all discussions and reject all proposals.

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Even though a Contract may have been finalized, awarded, and executed with the selected Vendor, WSDOT is not obligated to issue a Notice to Proceed.

21

22

### 3.7 PROPOSAL BOND

23

The Vendor shall provide a Proposal Bond. See Section 2.26 herein.

24

### 3.8 DEBRIEFING OF UNSUCCESSFUL FIRMS

25

Vendors that submitted a Proposal and were not selected will be given the opportunity for a debriefing conference. The RFP Coordinator shall receive the request for a debriefing conference from the Vendor within five Business Days after the notification is sent to the unsuccessful Vendor. The debriefing shall be held within five Business Days of the RFP Coordinator's receipt of said request.

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

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### 3.9 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.

### 3.10 PROTESTS

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

### 3.11 GROUNDS FOR PROTEST

Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- WSDOT failed to follow procedures established in the RFP, or applicable State or Federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

### 3.12 PROCEDURE FOR PROTEST

A Vendor must file a written protest with WSDOT within five (5) Business Days after their debriefing conference. WSDOT must immediately notify Department of Enterprise Services (DES) of receipt of the protest. WSDOT must 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, this information shall include:

- 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 RFP 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:

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

The Vendor shall also forward a copy to the WSDOT RFQ Administrator at the same time the protest is sent to the Office of Information Technology Director.

1 Upon receipt of a protest, a protest review will be held by WSDOT. Individuals not  
2 involved in the protested acquisition will objectively review the written protest material  
3 submitted by the Vendor and all other relevant facts known to WSDOT. All available facts  
4 will be considered, and the director of the department responsible for administration of the  
5 Contract, or his/her delegate will issue a decision within five Business Days of receipt of  
6 the protest. If additional time is required, the protesting party will be notified of the delay  
7 within five Business Days of receipt of the protest.

### 8 **3.13 PROCEDURE FOR APPEAL**

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

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

- 16 • The name of the protesting Vendor, its mailing address and phone number, and  
17 the name of the individual responsible for submission of the protest.
- 18 • The RFP name and number and reference to WSDOT as the issuing agency.
- 19 • Specific request for appeal and the basis for making the appeal.
- 20 • Description of the relief or corrective action requested.
- 21 • The original protest to WSDOT and any subsequent correspondence between  
22 WSDOT and the Vendor.
- 23 • WSDOT's decision relating to the original protest.

24 Appeals shall be addressed to:

25 Department of Enterprise Services  
26 Attn: Roselyn Marcus  
27 PO Box 41408  
28 Olympia, WA 98507-1408

29 The Vendor shall also forward a copy to the WSDOT RFQ Administrator at the same time  
30 the protest is sent to the Department of Enterprise Services.

31  
32 In conducting its review, the department responsible for administering the Contract will  
33 consider all available relevant facts and resolve the appeal in one of the following ways:

- 34 • Find that the protest lacks merit thereby upholding WSDOT's action;
- 35 • Find only technical or harmless errors in WSDOT's acquisition process,  
36 determining the agency to be in substantial compliance, and therefore rejecting  
37 the protest; or
- 38 • Find merit in the protest and provide options to WSDOT, including:
  - 39 – Correcting errors and re-evaluating all Proposals;
  - 40 – Reissuing the RFP; or



## 4.0 PROPOSAL SUBMITTAL REQUIREMENTS

This section contains and describes the specific information that is to be provided in a Proposal in order to be considered by WSDOT. The Proposal shall contain all requested information and address all requirements specified within this RFP. The Proposal shall be written in English with a minimum 10-point font. Failure to respond or provide requested information may result in a determination by WSDOT, in its sole discretion, that a Proposal is non-responsive.

Proposals shall be organized into sections as shown in Table 4 and submitted in separate three-ring binders. Originals and copies of Proposals shall be numbered (i.e., “1 of 2”, “1 of 20”, etc.). Additional text or information beyond the page limits shown in Table 4 will not be accepted.

**Table 4 – Proposal Organization**

PROPOSAL SECTIONS	Page Limit
<b>Section 1 – Introduction (2 originals and 20 copies)</b>	<b>NA</b>
Section 1.1 – Letter of Submittal	3
Section 1.2 – Table of Contents	None
Section 1.3 – Executive Summary	2
<b>Section 2 – Technical Proposal (2 originals and 20 copies)</b>	<b>NA</b>
Section 2.1 – Project Delivery Approach	NA
Section 2.1(a) – Team Organization & Experience	10
Section 2.1(a)(i) – Team Members and Organization	2 (per subcontractor)
Section 2.1(b) – Approach to Management & Team Coordination	10
Section 2.2 – Technical Approach	NA
Section 2.2(a) – Overall Approach	2
Section 2.2(b) – Physical Design	30
Section 2.2(c) – Conceptual System Architecture	8
Section 2.2(d) – Compliance Matrix (Appendix 10)	None
<b>Section 3 – Administrative Proposal (2 originals)</b>	<b>NA</b>
Section 3.1 – Proposal Submittal Checklist (Appendix 21)	None
Section 3.2 – Business Information	None
Section 3.3 – State Certifications and Assurances (Appendix 6)	None
Section 3.4 – Certification Regarding Debarment and Suspension (Appendix 7)	None
Section 3.5 – Organizational Conflicts of Interest Certification, Disclosure and Avoidance/Neutralization Plan (Appendix 20)	None
Section 3.6 – L&I Contractor Registration License Information	None
Section 3.7 – Employment Security Number	None
Section 3.8 – Proof of a valid Washington State Vendor Business License	None
<b>Section 4 – Price Proposal (2 originals)</b>	<b>NA</b>
Section 4.1 – Price Proposal Table (Appendix 11)	None
Section 4.2 – Price Certification (Appendix 12)	None
Section 4.3 – Proposal Bond (Appendix 28)	None

The format and content for each section of the Proposal is described in the following subsections. The Proposal should be prepared simply and economically, providing a straightforward and concise description of the Vendor’s ability to meet the requirements of

1 this RFP. Standard brochures are not to be included in the Proposal. Emphasis should be  
2 on completeness and clarity of content.

#### 3 **4.1 ORIGINAL PROPOSALS**

4 Vendors shall submit the required number of originals as indicated above of their  
5 Proposal. Each original shall be marked as an original, contain original signatures, be  
6 single-sided and be bound by a three ring binder for each section.

#### 7 **4.2 PROPOSAL COPIES**

8 Vendors shall submit the required number of copies as indicated above of their Proposal.  
9 Each copy shall be marked as a copy, double-sided and bound by a three ring binder for  
10 each section.

#### 11 **4.3 ELECTRONIC COPIES**

12 Vendors shall submit two CD-ROMs as indicated below. Each CD-ROM shall contain the  
13 appropriate documents formatted in Microsoft Office 2003 or newer, and Adobe PDF that  
14 includes original signatures where applicable. The CD-ROM shall be enclosed in paper  
15 CD sleeves or other protective covers and shall be labeled at a minimum:

16 CD-ROM 1: ACQ-2010-0121-RFP  
17 Sections 1-3  
18 Vendor's Name  
19 CD-ROM2: ACQ-2010-021-RFP  
20 Section 4  
21 Vendor's Name

#### 22 **4.4 SIGNATURES**

23 The Submittal Letter, Appendix 6 – State Certifications and Assurances, Appendix 7 –  
24 Certification Regarding Debarment and Suspension, and Appendix 12 – Price Certification  
25 shall be signed and dated by a person authorized to legally bind the Vendor to a contractual  
26 relationship, e.g., the President or Executive Director if a corporation, the managing  
27 partner if a partnership, or the proprietor if a sole proprietorship. All required original  
28 signatures shall be in blue ink only.

#### 29 **4.5 LETTER OF SUBMITTAL**

30 The Letter of Submittal shall be on official Vendor letterhead, and shall be signed by a  
31 person authorized to bind your organization to a contract. The Letter of Submittal shall be  
32 limited to three pages and shall include the following in the order given:

- 33 • Vendor's name
- 34 • Subcontractors
- 35 • Name and title of the Vendor's authorized representative
- 36 • Mailing address
- 37 • Telephone number
- 38 • Fax number

- 1 • E-mail address
- 2 • Statement that Vendor will register with the OFM as a statewide Vendor
- 3 • Statement that proof of insurance shall be provided if awarded a contract
- 4 • Statement that Vendor can meet the schedule identified in the RFP
- 5 • List of existing or pending patents or copyrights held by the Vendor or its
- 6 Subcontractors that pertain to any portion of the Work; if none, so state
- 7 • Listing of amendments received by the Vendor
- 8 • Statement that Vendor agrees to allow WSDOT to contact any or all references

## 9 **4.6 TABLE OF CONTENTS**

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

## 12 **4.7 EXECUTIVE SUMMARY**

13 The Executive Summary shall be limited to two pages and provide a simple and concise  
14 summary of the Proposal.

15 The primary purpose of the Executive Summary is to provide an overview of the Proposal  
16 for WSDOT’s executive management team, which is not involved with the Project on a  
17 daily basis.

## 18 **4.8 TECHNICAL PROPOSAL**

19 The requirements referred to in Chapter 7 – Design, Installation and Testing, Chapter 8 –  
20 Toll Technical Requirements and Chapter 9 – Operations and Maintenance Requirements  
21 are the basis for the Technical Proposal. The Technical Proposal section shall contain the  
22 following information in the order given. The Technical Proposal shall consist of two  
23 parts: Project Delivery Approach and Technical Approach.

### 24 **4.8.1 PROJECT DELIVERY APPROACH**

25 The Project Delivery Approach shall fully describe how the Vendor will approach each of  
26 the following requirements:

#### 27 **4.8.1.1 TEAM ORGANIZATION AND EXPERIENCE**

28 The Team Organization and Experience section shall be limited to ten pages (excluding  
29 subcontractor information).

##### 30 **4.8.1.1.1 Subcontractor Information**

31 Provide a brief overview of the history, offerings, and role of each member of the Project  
32 Team in the field relevant to the work each is proposed to perform. This sub-section shall  
33 be limited to two pages per subcontractor.

##### 34 **4.8.1.1.2 Project Team Organization**

35 Provide a brief overview of how the Project team will be organized, including each Project  
36 Team member, who will perform each element of the Work, and where the Work will be

1 performed. Include a Project team organization chart, which may be presented on 11- by  
2 17-inch fan-folded paper if needed for clarity.

### 3 **4.8.1.1.3 Key Project Staff**

4 Identify all staff members filling Key Roles on the Project team and describe their roles on  
5 the Project. Provide a detailed biography of experience relevant to their roles. No  
6 biographical information is required for members identified in the SOQ. This sub-section  
7 shall be completed using a form provided in Appendix 27.

### 8 **4.8.1.2 APPROACH TO MANAGEMENT & TEAM COORDINATION**

9 The Approach to Management & Team Coordination shall be limited to ten pages. The  
10 Vendor shall fully describe in a narrative how the proposed Project Delivery Approach will  
11 meet or exceed WSDOT’s core values and Project goals and the requirements of the RFP.  
12 Address the major phases of the Project: Design, Testing & Installation, and Operations &  
13 Maintenance, as applicable.

14 The description shall include a discussion of the following:

- 15 • Major Project tasks
- 16 • Project Schedule, Quality Program, Change Management and Risk Management
- 17 • Communications and coordination with contractors, subcontractors and WSDOT;  
18 also discuss coordination with roadway/civil contractors, including for  
19 environmental and traffic control work
- 20 • Testing for systems under live traffic and for those still under construction
- 21 • Simultaneous deployments of multiple WSDOT Toll Systems
- 22 • Maintenance

23 Include a Gantt schedule on 11- by 17-inch fan-folded paper that supports WSDOT’s  
24 schedule for tolling as specified in Appendix 2. The Gantt schedule is not included in the  
25 page limit.

### 26 **4.8.2 TECHNICAL APPROACH**

27 The Technical Approach shall contain a description of how the Vendor will approach each  
28 of the following requirements:

#### 29 **4.8.2.1 OVERALL APPROACH**

30 Describe how the Toll Systems will be innovative and compatible with existing toll  
31 systems. The Overall Approach section shall be limited to two pages.

#### 32 **4.8.2.2 PHYSICAL DESIGN**

33 The description of the Physical Design shall contain a detailed description of the proposed  
34 physical architecture of the I-405 Express Toll Lane System and the SR 99 Toll System.  
35 Descriptions of the additional Systems described in Appendix 2, Section 2.2.4, shall not be  
36 included. The Physical Design section shall be limited to thirty pages.

- 37 • The description shall be a combination of text and diagrams to clearly illustrate  
38 the proposed design, including the physical components of each System, their  
39 quantities, their locations, preventive maintenance practices, security, accuracy

1 and reliability, and how they will meet or exceed the applicable core values and  
2 Project goals and the requirements of the RFP.

- 3 • Diagrams may be presented on 11- by 17-inch fan-folded paper if needed for  
4 clarity.

#### 5 **4.8.2.3 CONCEPTUAL SYSTEM ARCHITECTURE**

6 The Conceptual System Architecture shall contain a detailed description of the Vendor's  
7 proposed conceptual design. The Conceptual System Architecture shall be limited to eight  
8 pages.

9 The description shall include high-level System architecture and data flow diagrams to the  
10 CSC for each System, as well as a detailed discussion of:

- 11 • Transaction and trip assembly, including mixed vehicle identification (RFID and  
12 photo)
- 13 • Process for assembling image-based tolls into Transactions
- 14 • Ease of upgrading System over time with technology advances as well as the  
15 ability to migrate to new technologies or open protocols.
- 16 • Building redundancy into the System so maintenance could be performed without  
17 lane closures or during off peak periods.
- 18 • Designing System to insure high accuracy and reliability, as well as be intuitive  
19 and easy-to-use.
- 20 • System security Conceptual design that will meet or exceed the applicable core  
21 values and Project goals and the requirements of the RFP.

#### 22 **4.8.2.4 COMPLIANCE MATRIX**

23 The Compliance Matrix has no page limit and is not included in the total page limit for the  
24 Technical Proposal. The Vendor shall complete the Compliance Matrix found in Appendix  
25 10.

26 In this section the Vendor may identify Betterments. WSDOT may incorporate  
27 Betterments offered in the Vendor's Proposal into the Contract Documents.

### 28 **4.9 ADMINISTRATIVE PROPOSAL**

29 The Administrative section shall have no page limit and contain the following information  
30 in the order given:

- 31 • Proposal Submittal Checklist – The Vendor shall complete the proposal submittal  
32 checklist found in Appendix 21.
- 33 • Business Information – Section 5.0.
- 34 • State Certifications and Assurances – The State Certifications and Assurances  
35 and shall contain the information delineated in Appendix 6.
- 36 • Certification Regarding Debarment and Suspension – The Certification  
37 Regarding Debarment and Suspension section shall contain the information  
38 delineated in Appendix 7.

- 1 • Organizational Conflicts of Interest Certification, Disclosure and  
2 Avoidance/Neutralization Plan – The OCOI Certification, Disclosure and  
3 Avoidance/Neutralization Plan section shall contain the information delineated in  
4 Appendix 20.
- 5 • Labor and Industries Contractor Registration and Licensing Information –  
6 Chapter 2.
- 7 • Employment Security Number – Chapter 2.
- 8 • Proof of a Washington State Vendor Business License – Chapter 2.

#### 9 **4.10 PRICE PROPOSAL**

10 The Price Proposal section has no page limit. The inclusion of any pricing information in  
11 any section of the Proposal other than the Price Proposal may result in WSDOT rejecting  
12 the Proposal as non-responsive.

13 The Vendor shall submit pricing in U.S. dollars in the format requested in this section  
14 using the tables in Appendix 11. Pricing submitted in any other form may result in  
15 WSDOT rejecting the Proposal as non-responsive. Other information required in the  
16 sections below shall be submitted as requested in that section.

17 The Vendor shall be required to collect and pay Washington State sales tax, if applicable.  
18 Any pricing offered by Vendor shall be inclusive of sales tax, business and occupation tax,  
19 and any other taxes for fees for doing business in the State of Washington that may apply.

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

23 The Vendor shall complete Appendix 12 – Price Certification. The Vendor's Price  
24 Proposal shall be valid and remain in effect for a period of 180 Calendar Days following  
25 the due date of the Proposal.

26 The evaluation process is designed to award this procurement not necessarily to the Vendor  
27 with the least cost, but rather to the Vendor whose Proposal best meets the requirements of  
28 this RFP in WSDOT's sole judgment

29 End of Section

## 1 **5.0 BUSINESS INFORMATION REQUIREMENTS**

### 2 **5.1 PROPOSAL BOND**

3 The Vendor shall provide a Proposal Bond. See Section 2.26 herein.

### 4 **5.2 SUBCONTRACTORS**

5 The Vendor shall provide the following information on subcontractor solvency:

- 6 • Has the Subcontractor filed or been petitioned into bankruptcy or insolvency? If  
7 yes, provide details.
- 8 • Has the Subcontractor been cited or threatened with citation within the last five  
9 years by Federal or any State regulators for violations of any Federal or State law  
10 and impending regulations? If yes, provide details, including the nature and  
11 outcome of the situation.

### 12 **5.3 VENDOR CERTIFICATIONS**

13 The Vendor shall certify and document the following:

- 14 • Public Employee Retirement Status – Effective September 1, 2008, any member  
15 of a retirement system under RCW 41.50.030 who retires under a retirement  
16 system in RCW 41.50.030 under the 2008 Early Reduction Factors, as defined in  
17 Engrossed H.B. 2391, 60th Leg., Reg. Sess., (Wash. 2007) (hereinafter EHB  
18 2391), cannot return to work for specified public employers without suspending  
19 his or her monthly retirement allowance until age 65. This includes any work  
20 performed under a personal service contract, as a temporary or project employee,  
21 or under any other similar compensated relationship with specified public  
22 employers. Vendors will be responsible for contacting the Washington State  
23 Department of Retirement Systems to ensure compliance with EHB 2391.
- 24 • Debarment – If the Vendor or any of their Subcontractor(s) has been debarred in  
25 the last five years, the Vendor must describe such incident(s). If the Vendor or  
26 any of their Subcontractor(s) has experienced no such debarment in the past five  
27 years, the Vendor shall indicate accordingly.
- 28 • Arbitration or Alternative Dispute Resolution – If the Vendor or any of their  
29 Subcontractor(s) have participated in arbitration or alternative dispute resolution  
30 in the last five years, the Vendor must describe such incident. Identify the other  
31 party, its name, address, and telephone number. Present the Vendor's position on  
32 the matter. WSDOT will evaluate the facts and may, at its sole discretion, reject  
33 the proposal on the grounds of the past experience. If the Vendor or any of their  
34 Subcontractor(s) has experienced no such termination in the past five years, the  
35 Vendor shall indicate accordingly.
- 36 • Proof of Insurance – The Vendor shall indicate that they will provide proof of  
37 insurance, as a condition of Contract award, from the Vendor's insurance carrier,  
38 outlining the extent of the Vendor's liability coverage. The Vendor will be  
39 required to obtain and keep in force, at its own expense, liability insurance during  
40 the term of the Contract. The Vendor will be required to furnish evidence to  
41 WSDOT within 15 Calendar Days of receipt of notice of award, in the form of a  
42 Certificate of Insurance, that insurance will be provided. Proof of insurance shall  
43 be required prior to Contract Award (see Appendix 19).

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- 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 15 Calendar Days of receipt of notice of award. The Vendor shall be required to carry and maintain insurance as defined herein at all times during the term of the contract. The required insurance policies shall include the following provisions:
    - 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.
    - Material Changes – A 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 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 Calendar Days prior to such date.
    - Identification – The policy shall reference the State’s contract number and name WSDOT.
    - 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.
    - 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.
  - Litigation – There is no pending, or to the best of Vendor’s knowledge, there is no threatened lawsuit or material claim against or relating to the Vendor that may impede or materially affect the Vendor’s ability to perform the terms of the Contract.
  - 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, shall contain or will contain any untrue statement of a material fact or fails to state a material fact that is necessary to make the statements set forth therein not false or misleading.
  - 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.
  - 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, the 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.

End of Section



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1 **9.0 MAINTENANCE AND OPERATIONS REQUIREMENTS**

2 This section contains the maintenance and operations requirements. The Vendor shall  
3 provide the maintenance and operations requirements described in Appendix 5.

4 End of Section

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1 **10.0 PERFORMANCE MEASURES AND LIQUIDATED DAMAGES**

2 This section contains the Performance Measures for the RTS. The Vendor shall comply  
3 with the requirements described in Appendix 19 of the Contract.

4 End of Section

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