

Request for Proposal Number RFP-2015-0423

for

**Website for the Spokane Regional Transportation
Management Center**

by the

Washington State

Department of Transportation

Release Date: April 30, 2015

Due Date and Time

May 18, 2015 at 12:00 (Noon)

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

Jolena Missildine, RFP Coordinator

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SECTION 1

1. INTRODUCTION

1.1. Background

The SRTMC is a joint venture between the Cities of Spokane and Spokane Valley, the Spokane Transit Authority, Spokane County, the Washington State Department of Transportation, and the Spokane Regional Transportation Council. It is located in the Spokane Intermodal Center in downtown Spokane, Washington and operates 24/7 year-round.

The Center's primary purpose is to improve transportation efficiency in the Spokane area through active traffic management. Spokane Regional Transportation Management Center (SRTMC) staff operate and utilize Intelligent Transportation System (ITS) devices throughout the region, including CCTV cameras, traffic measurement stations, dynamic message signs, and highway advisory radio stations. They coordinate with emergency responders, including fire and law enforcement agencies, as well as street and highway departments, by radio and telephone.

As part of its mission, the SRTMC operates a traveler information website (www.srtmc.org). The website's goal is to provide information about current traffic conditions to the traveling public so that they can avoid congestion or other delays and reach their destination efficiently.

1.2. Acquisition Authority

Acting on behalf of SRTMC via IAA Number GCA 1450 Amendment No. 1, Chapter 39.26 and Chapter 43.41A of the Revised Code of Washington (RCW) as amended. WSDOT issues this Request for Proposal (RFP) acting under the delegated authority of the Department of Enterprise Services and consistent with the policies and standards of the OCIO.

1.3. Purpose

The SRTMC is seeking proposals from qualified firms or individuals to rebuild/reimagine their existing website using open technologies and modern best practices. SRTMC will own the resulting software. SRTMC may utilize the ASV for future modification or SRTMC reserves the right to seek modification from different source. Successful candidates will have experience developing database driven websites and interfacing with external data sources through web services.

1.4. Contract Term

It is anticipated that the term of the resulting Contract will be one (1) year commencing on the effective date of the Contract. WSDOT, at its sole discretion, may initiate extending the Contract for up to five (5) additional one- (1) year terms.

1.5. Definitions

“**Acceptance Testing**” shall mean the process for ascertaining that the Product meets the standards set forth in the section titled **Technical Requirements**, prior to Acceptance by WSDOT.

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

“**Business Days**” 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 written contract entered into by and between WSDOT and the successful Vendor that establishes the Work requirements and terms and conditions including, but not limited to, all exhibits, the RFP, the Response, appendices, attachments, schedules, licenses, any other document incorporated by reference into the Contract and any amendments to the aforementioned documents. The Contract template is attached to this RFP as Appendix B.

“**Delivery Date**” shall mean the date by which the ordered Website for SRTMC must be delivered.

“**Installation Date**” shall mean the date by which all Products ordered as a result of this RFP shall be in place, in good working order, and ready for Acceptance Testing.

“**License**” shall mean the right to use the Software.

“**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 RFP.

“**RCW**” means the Revised Code of Washington.

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

“**Services**” 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.

“**Spokane Regional Transportation Management Center**” shall mean the same as SRTMC.

“**State**” shall mean the state of Washington.

“**Statement of Work**” (**SOW**) shall mean the statement of work attached to, the resulting Contract Vendor and WSDOT for Vendor’s Software 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 and Services under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

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

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

1.6. Funding

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

The resulting contract will be Federally Funded.

SECTION 2

2. SCHEDULE

This RFP 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.

DATE & TIME	EVENT
<i>April 30, 2015</i>	RFP Issued
<i>May 7, 2015</i>	Final Vendor Questions and Comments due
<i>May 12, 2015</i>	State's Final Written Answers issued
<i>May 18, 2015</i>	Responses due
<i>May 19, 2015</i>	Evaluation period begins
<i>May 29, 2015</i>	In-Person Oral Presentation (<i>If Applicable</i>)
<i>June 1, 2015</i>	Announcement of ASV.
<i>June 4, 2015</i>	Vendor Request for Optional Debriefing due
<i>June 15, 2015</i>	Tentative Contract Execution

WSDOT reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

3.1. RFP Coordinator (Proper Communication)

Upon release of this RFP, all Vendor communications concerning this solicitation must be directed to the RFP Coordinator listed below. With the exception of the Office of *Minority and Women's Business Enterprises*, (reference Subsection 3.19), 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 RFP Coordinator.

Jolena Missildine, CCM, CPPB, RFP Coordinator

Phone: (360) 705-7648

Email: missildj@wsdot.wa.gov

All Responses shall be addressed to the attention of the RFP Coordinator in the following manner:

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

3.2. Vendor Questions

Vendor questions regarding this RFP 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 RFP Coordinator. An official written WSDOT response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted in WEBS and on the WSDOT web site at: WSDOT Website at: <http://www.wsdot.wa.gov/Business/Contracts/> and 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 to the WSDOT web site and WEBS will be considered official and binding.

3.3. Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFP carefully, and submit any comments and recommendations to the RFP 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 RFP Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.4. 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 RFP revisions issued, if any
The Response to the Vendor requirements (Section 4)
The Response to the Technical requirements (Section 5)

File 2:

The Responses to the financial requirements and *Price List* (Section 6)
The cost response in a completed *Cost Model* (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.

3.5. (M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFP. Failure to follow these requirements may result in Vendor disqualification.

- 3.5.1. 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.
- 3.5.2. Vendor must respond to each question/requirement contained in Sections 4-6 of this RFP, and complete the Cost Model, Appendix E. Failure to comply with any applicable item may result in the Response being disqualified.
- 3.5.3. Each of the RFP 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.
- 3.5.4. Figures and tables must be numbered and referenced in the text of the Response by that number.
- 3.5.5. Response prices must be submitted using the Cost Model/ Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.

3.5.6. 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.

3.5.7. The Response must be in Word, Excel, Visio, or PDF. Other file formats may be accepted with prior approval of the RFP Coordinator.

3.6. Delivery of Responses

The Response, in its entirety, must be received by the RFP 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 RFP Coordinator. Late Responses will not be accepted and will be automatically disqualified from further consideration. The "receive date/time" posted by the RFP 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.

3.7. Cost of Response Preparation

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

3.8. 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.

3.9. 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. WSDOT will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 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.

3.10. 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.

3.11. 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 RFP 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.

3.12. Administrative Clarifications

WSDOT reserves the right to contact Vendor for clarification of Response contents.

3.13. Amendments/Addenda

WSDOT reserves the right to change the *Schedule* or other portions of this RFP 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 RFP Coordinator. If there is any conflict between amendments, or between an amendment and the RFP, 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 RFP, a notice will be posted in WEBS and on the procurement web site at: <https://fortress.wa.gov/ga/webscust/>

3.14. Right to Cancel

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

3.15. 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. Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.16. Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting Contract.

3.17. 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.

3.18. No Costs or Charges

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

3.19. 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) 664-9750.

3.20. 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.

3.21. 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.

3.22. Non-Endorsement and Publicity

In selecting a Vendor to supply 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.

3.23. 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 RFP Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.24. Optional Vendor Debriefing (30 Minutes)

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 RFP 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.

3.25. 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 RFP Coordinator. Further information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Complaint and Protest Procedures*.

Vendor Assumption and Dependencies

WSDOT will rely upon representations made in the Response. If the Vendor chooses to identify assumption or dependencies on which it has based its proposal, WSDOT retains the right to determine if the Vendor's assumptions/dependencies render the Response non-responsive.

3.26. 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: the Washington Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webscust/>.

SECTION 4

4. VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.5 and 3.6.

4.1. (M) Vendor Certifications

Vendor must be the manufacturer of the software or Vendor must provide evidence of its status as an authorized product reseller in the Response. If this reseller status is discontinued, Vendor may be disqualified. Vendor must maintain its reseller status for the term and any renewals of the resulting Contract.

4.2. (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 RFP, including the names and titles of Vendor's principal officers.

4.3. (MS) Vendor's References

Vendor must ensure that a minimum of 3 of its commercial and/or government clients submit completed reference forms (see Appendix G) directly to the RFP 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 RFP 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.

WSDOT reserves the right to eliminate from further consideration in the RFP 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.

4.4. (MS) Time to Complete

Vendor must provide a detailed plan and timeline on how and how long it will take to complete this project.

4.5. (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.

4.6. (M) Use of Subcontractors

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.

4.7. (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 RFP 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 RFP 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.

4.8. (M) Insurance

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, *Model Contract*.

SECTION 5

5. (MS) Technical Requirements

- 5.1. Vendor must provide a statement on how they meet each of the following mandatory requirements.
 - 5.1.1. The website must be written using the most current web standards, including HTML5 and CSS3. Standards compliance should be verified through testing.
 - 5.1.2. The website must be developed using responsive web design principles, to be usable across a wide range of common computing devices and screen sizes.
 - 5.1.3. The website must comply with the requirements of Section 508 of the Rehabilitation Act [29 U.S.C. § 794(d)].
 - 5.1.4. The website must be designed so that it can be maintained by SRTMC staff without any ongoing involvement by the vendor.
 - 5.1.5. Use of open source technology is strongly preferred. Closed source or proprietary technology may only be used with prior approval.
 - 5.1.6. Copyright for all software and documentation produced for this project will be assigned to the SRTMC at the time of acceptance. For any compiled programs, non-obfuscated source code will be provided.
 - 5.1.7. All incoming data, including data posted by users and data retrieved from web services, must be properly validated before being used or stored.
 - 5.1.8. The website should be designed with efficiency in mind, with respect to both data transfers and processing overhead, to maximize scalability.
 - 5.1.9. The website will feature a map with pan and zoom capabilities (slippery map). ITS devices and other data will be overlain on the map in selectable layers. The map will include a legend.
 - 5.1.10. Still images and live streaming video from CCTV cameras will be displayed on the website. The images and video will come from a separate streaming media server. Wowza Streaming Engine is being considered, but this hasn't been decided yet. The website must direct the user agent to a video stream appropriate for its capabilities. The website should limit the duration of each streaming session to conserve resources.
 - 5.1.11. The website will display current traffic flow data. The data will be retrieved from an internal web service in XML format and cached locally on the web server.
 - 5.1.12. The website will display messages currently posted on dynamic message signs. The data will be retrieved from an internal web service in XML format and cached locally on the web server.
 - 5.1.13. The website will display WSDOT Highway Alerts. The data will be retrieved from WSDOT's public Traveler Information API at www.wsdot.wa.gov/traffic/api/ and cached locally.
 - 5.1.14. The website should be developed with a modular approach so that other map layers and notifications can be added as data sources become available in the future.
 - 5.1.15. The user must be able to hide or display map layers independently so that they can view just the information they're interested in.

- 5.1.16. The website must provide an Atom or RSS new feed of the traffic alert data.
- 5.1.17. The website must provide a feedback form that will relay user comments to designated recipients by email.
- 5.1.18. The website must include web analytics capabilities to provide basic information about site usage.
- 5.1.19. The website must be tested against all supported versions of major browsers, both desktop and mobile. At a minimum this should include Internet Explorer, Firefox, Chrome, Safari, and Opera on the desktop and Safari, Android Browser, Chrome, Opera Mini, and Internet Explorer on mobile platforms.
- 5.1.20. Any required documentation for maintenance and operation of website will be supplied as part of this contract.

5.2. (MS)Installation

SRTMC will provide the hardware platform which will consist of a Dell Poweredge R430 server running Windows IIS 2012 software. The vendor must supply their plan on how the software will be installed on the supplied platform.

5.3 (MS)Acceptance Testing

The vendor will be responsible for developing the requirements and acceptance testing for the website.

5.4 (MS)Warranty

Vendor will be required to describe their warranty
Extended Warranty Offering

5.5 (M)Documentation

- 5.5.1 Manuals [*operations manual, training manual, end user manual, etc.*]
- 5.5.2 Technical architecture diagrams [*details of system design drawings*]
- 5.5.3 Configurations/workflow
- 5.5.4 Test methodology and plans [*including integration, system, performance, and stress testing*], test scripts, test results

SECTION 6

6 FINANCIAL PROPOSAL

6.1 Overview

WSDOT seeks to acquire Product and Services required for a Website for SRTMC 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 Website for SRTMC as described in Section 5, Technical Specifications. All costs associated with Website for SRTMC must be incorporated into the price of the Response to the RFP. Any Website for SRTMC 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.

6.2 Financial Grounds for Disqualification

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

6.3 Taxes

Vendor must collect and report all applicable state taxes as set forth in Section 4.5, *Vendor Licensed to do Business in Washington*. Vendor must not include taxes on the *Price List* or in the *Cost Model* form.

6.4 (M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in the *Price List* and *Cost Model*. 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 Website for SRTMC.

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor.

Notwithstanding the forgoing, the State recognizes that there may be additional occasions when the Vendor will be required by WSDOT to travel. In such case Purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for State employees published by the Washington State Office of Financial Management set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>), and not to exceed expenses actually incurred.

6.5 (M) Costs Not Specified

Where there is no charge or rate for Website for SRTMC enter N/C (no charge) or zero (0) on the *Price List* or *Cost Model*, 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 model, the State will receive that item free for the period represented in the model.

6.6 (M) Cost Model

The *Cost Model* form contained in Appendix E must be completed using the pricing from Vendor's proposed *Price List* included in its Response. Vendor must include in the *Cost Model* all cost components needed for the provisioning of the Website for SRTMC as described in Section E, Technical Specifications.

6.7 (MS) Completion of Cost Model

The Vendor must complete the *Cost Model*, which will be the basis for evaluation of the Financial Proposal. Use the forms in Appendix E, *Cost Model*, to itemize the costs associated with your proposed Website for SRTMC. All prices appearing in the *Cost Model* must be final.

SECTION 7

7 EVALUATION PROCESS

7.1 Overview

The Vendor who complies with all of the RFP Mandatory Requirements and receives the highest number of score as described below in Section 7.5, *Vendor Total Score*, will be declared the Apparently Successful Vendor and enter into contract negotiations with WSDOT.

7.2 Preliminary Review of Responses

Responses will be preliminarily reviewed on a pass/fail basis to determine if the Response complies with the Mandatory Requirements marked (M) in Sections 3-6. Only Responses complying with *all* Mandatory Requirements will be further evaluated. WSDOT 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 item marked (M), WSDOT reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

7.3 Allocation of Points

Responses complying with all Mandatory Requirements will be further evaluated and scored. The scores for each Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

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

PHASE I	
Vendor Requirements	25 points/percent
Technical Requirements	50 points/percent
Financial Proposal	25 points/percent
Phase I Subtotal	100 points/percent
PHASE II (If Applicable)	
References	30 points/percent
Oral Presentation	70 points/percent
Phase II Subtotal(If Applicable)	100 points/percent
Phase I and Phase II (If Applicable)	200 points/percent

The total score will determine the Apparently Successful Vendor.

7.4 Oral Presentation (Phase 2) *(If Applicable)*

At its sole discretion, WSDOT may select the tops two Vendors to do an Oral Presentation. Oral Presentation will take place on May 29, 2015 at the SRTMC 221 W First Ave., Suite 310, Spokane WA 99201. The RFP Coordinator will contact the top two (2) finalists on May 22, 2015.

Oral Presentation must be in-person and will be a maximum of 2 hours.

If WSDOT elects to hold oral presentations, it will contact the top scoring Vendors to schedule a date, time, and location. Representations made by the Vendor during the oral presentation will be considered binding.

7.5 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:

Phase 1 Total Score = (Vendor Requirements Score) +(Technical Requirements Score) + (Financial Proposal Score)

(If Applicable)

Phase 2 Total Score = (References) + Oral Presentation)

Total Score = (Phase 1 Total Score) + (Phase 2 Total Score)

7.5 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.

APPENDIX A

CERTIFICATIONS AND ASSURANCES

Website for SRTMC

Issued by the State of Washington

CERTIFICATIONS AND ASSURANCES

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

1. The prices and/or data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
2. The attached proposal is a Vendor offer for a period of sixty (60) days following receipt, and it may be accepted by the WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the sixty (60)-day period.
3. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
4. I/we understand that the WSDOT will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the WSDOT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Vendor or to any competitor.
6. No attempt has been made or will be made by the Vendor to induce any other person or Vendor to submit or not to submit a proposal for the purpose of restricting competition.

Signature

Date

APPENDIX B

MODEL CONTRACT

Posted separately

APPENDIX C
MWBE Participation Form

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.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

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

Name of Vendor completing this Certification: _____

APPENDIX D

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 COST MODEL

Software Cost

Vendor must provide pricing for SRTMC Website as listed below:

Product

<i>Product</i>	<i>Cost</i>
Software Development Cost	\$ _____

Installation Cost

<i>Installation</i>	<i>Cost</i>
Total all-inclusive cost for installation and setup cost	\$ _____

Documentation/Knowledge Transfer Cost

<i>Documentation/Knowledge Transfer Cost</i>	<i>Cost</i>
Total cost for all required documentation and required training/knowledge transfer	\$ _____

Warranty Cost

<i>Warranty Cost</i>	<i>Cost</i>
Total cost of “de-bugging” after software acceptance	\$ _____ 1st year

Professional Services

<i>Professional Services</i>	<i>Cost</i>
Hourly rate	\$ _____

Total Cost

Total Cost= Product + Installation Cost+ Documentation/Knowledge Transfer Cost + Warranty Cost for 1st year

APPENDIX F

IDENTIFYING INFORMATION

1. Vendor

Vendor's Name _____

Address _____ City _____

State _____ Zip _____

Phone _____ Email _____

Washington State UBI # _____ SWV # _____

Year organization founded: _____

Location of organization's offices:

Number of professional staff:

2. Primary contact person. If different from above - provide name, address, phone, fax, email.

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

3. Principal Officer/s. List more than 2 as appropriate.

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

4. **Conflict Of Interest Information**

As of the date of this response:

Are you or do you employ or have as a principal officer or member of your governing board, a <u>current</u> employee of the State of Washington?	Yes <input type="checkbox"/> - No <input type="checkbox"/>
Are you or do you employ or have as a principal officer or member of your governing board, a person who is a <u>former</u> employee of the State of Washington but worked for the state as an employee within the last two (2) years?	Yes <input type="checkbox"/> - No <input type="checkbox"/>

If you answered *yes* to either of the questions above it is possible that under chapter 42.52 RCW the person may not be assigned to work on the contract awarded as a result of this solicitation. You can contact the RFP Coordinator for more information. Complete the following:

_____	_____
Person's name	Person's name
_____	_____
Person's title	Person's title
_____	_____
Agency's name	Agency's name
_____	_____
Agency contact person	Agency contact person
_____	_____
Contact person's phone	Contact person's phone
_____	_____
Date left state employment	Date left state employment

- Legal Status of the Vendor:** corporation ; partnership ; sole proprietor ; other _____
- Minority/Woman Owned Business** (MWBE): Yes ; - No
Washington State Certification # _____ Check one only: Minority ; - Woman
- Veteran-Owned Enterprise.** Yes ; - No
Washington State Certification # _____

APPENDIX G 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 Website for SRTMC installed at your organization:

- Give a short description of the service for the Website for SRTMC your organization has received from the Vendor:

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	<i>Unsatisfactory</i>	<i>Below Average</i>	<i>Average</i>	<i>Above Average</i>	<i>Exceptional</i>
1. Communications with Vendor:	0	1	2	3	4
Comments:	_____				
2. Completion of contractual requirements:	0	1	2	3	4
Comments:	_____				
3. Problem resolution and responsiveness:	0	1	2	3	4
Comments:	_____				
4. Website for SRTMC reliability:	0	1	2	3	4
Comments:	_____				
5. Knowledge Transfer	0	1	2	3	4
Comments:	_____				

PLEASE RATE THE FOLLOWING ITEMS (circle one):

	Unsatisfactory	Below Average	Average	Above Average	Exceptional
6. Quality of product provided:	0	1	2	3	4
Comments:	_____				

7. Support provided for acceptance testing and system installation:	0	1	2	3	4
Comments:	_____				

8. Competence of professional services staff:	0	1	2	3	4
Comments:	_____				

9. Management of system upgrades and installation:	0	1	2	3	4
Comments:	_____				

10. Overall satisfaction with Vendor:	0	1	2	3	4
Comments:	_____				

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

Your Signature: _____

Thank you for your time and cooperation.