

Oklahoma Turnpike Authority Request for Proposal 2021-001 Image Review and Processing



OKLAHOMA
Turnpike Authority

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1 SCOPE OF WORK

The Oklahoma Turnpike Authority (Authority) is seeking proposals from qualified experienced firms (referred to herein as “firm”, “vendor”, “proposer” or “contractor”) to provide image review processing that meets the objectives and requirements identified in this Request for Proposal (RFP).

2 BACKGROUND

The Authority is an instrumentality of the State of Oklahoma and is authorized to construct, maintain, repair, and operate turnpike projects at locations authorized by the Legislature of the State of Oklahoma and approved by the State Department of Transportation. Currently, the Authority operates and maintains eleven turnpikes. Turnpike lane configurations consist of electronic toll collection (*PIKEPASS* & *PlatePay*), automatic coin machine, manual toll collection and mixed configurations of each. In January of 2017 the Authority converted the Peoria/Elm Interchange on the Creek Turnpike in Jenks, Oklahoma to All-Electronic Tolling (“AET”), allowing motorists to continue through the toll zones without stopping. At this location, and all future AET locations, an owner of a vehicle that does not have a *PIKEPASS* transponder or whose license plate is not assigned to a *PIKEPASS* account will receive a *PlatePay* invoice for travel based on an image of the vehicle’s license plate as captured by the Authority’s photo-monitoring system. Photo images of vehicle license plates are also utilized to enforce the Authority’s toll collection regulations through issuance of toll evasion violations.

The Authority currently utilizes a third-party vendor to perform manual image review services. The third-party vendor electronically receives the image data and associated metadata from the Authority’s back-office, processes the images, and then electronically transmits results back to the Authority’s back-office. The Authority will continue to utilize the services of the current third-party vendor. The services in this RFP are in addition to services provided by the current third-party vendor.

The Authority is currently planning on converting the John Kilpatrick Turnpike to AET in 2021. In 2019, transactions from toll collection enforcement and the Creek Turnpike AET lanes sent to the Authority’s existing vendor for manual image review averaged approximately 850,000 per month. With the addition of AET to the John Kilpatrick Turnpike in 2021, average projected manual image reviews are expected to increase to approximately 1.2 million images per month. It is anticipated that the selected Firm will be sent a minimum of 300,000 image sets per month for processing. Image sets will be sent daily.

3 CONTRACT PERIOD

The Authority intends to execute an initial five (5) year Contract or otherwise by mutual agreement or by exercise of the termination provisions as specified in Section 8.5.

4 GENERAL REQUIREMENTS

The vendor shall provide and maintain the staff, software, hardware, systems, supplies, and services to operate and maintain image review and processing services for the Authority including, but not limited to, operating space and utilities, workstations, computer drives, keyboards, computer monitors, and network connectivity.

The vendor shall provide software to monitor and report on the operations of the services presented herein.

The vendor shall be responsible for any software customization, design engineering, hardware and equipment installation, integration and configuration, testing, operations, database management, system administration, and maintenance of the work to provide a fully functional and operational program that meets or exceeds the requirements that are presented herein.

The solution shall be hosted and maintained at vendor facilities. Vendor shall not store, access, nor process outside of the United States of America any data belonging to the Authority.

Vendor shall interface with Authority systems according to the version of Authority's Manual Image Review Interface Control Documents (ICD) that is current at the time of award. The ICD will be provided upon request.

At its sole discretion, the Authority may update the Manual Image Review ICD and the vendor shall support and modify its interface according to any and all changes therein throughout the term of the Agreement. It is expected that the vendor will perform ICD modifications as Additional Services. Additional Service hours will be negotiated and agreed upon by the Authority and the vendor.

4.1 ADDITIONAL SERVICES

The OTA may in writing, request certain Additional Services which are not part of the scope of the Proposal. Upon receipt of the written request, the OTA and Contractor shall negotiate the scope of the Additional Services, which shall be subject to the mutual written agreement in the form of a Task Order.

4.2 SECURITY

The vendor will ensure access to image review and processing operations equipment and data storage is limited to staff necessary to perform these operations.

Data encryption at rest and in transit shall utilize AES-256 or better.

Unique user IDs and passwords shall be used by each individual with access to the application and the data.

Role-based access control with the principle of least privilege access shall be used.

Refer to Security Questionnaire, Appendix B for additional security requirements.

4.3 IMAGE REVIEW AND PROCESSING SERVICES

Vendor shall be responsible for accurately reviewing and identifying License Plate images captured by the OTA's Photo-monitoring system according to the accuracy and quality measurements specified in Section 9 of this RFP.

Vendor shall be responsible for image processing services of both front and rear license plates issued/ registered in all fifty (50) United States, tribal nations, and issued/ registered by governments and agencies located outside of the United States where obtainable by the Authority. Image sets may include up to twelve (12) full images. Refer to the Manual Image Review ICD for the specific detailed list. The ICD will be provided upon request.

Image reviews shall include a blind review process. Any previous Optical Character Recognition (OCR) review result or human review result shall not be visible to the blind reviewer. The following qualify as meeting the blind review

process requirement: (1) Two independent OCR reviews; (2) One OCR and one human review; (3) and two human reviews. If two (2) image review results do not match, a third human reviewer in a supervisory role shall perform a final review.

The system must require reviewer(s) to enter plate, jurisdiction, plate type and vehicle type information, and/or reject images including a reject reason; the exact data required is specified in the Authority's Image Review ICD.

For human-readable image sets, the vendor shall identify:

- The license plate jurisdiction
- The alpha-numeric character set
- The license plate type
- The vehicle type

For image sets that are not human-readable, e.g. obstructed plate, blurry image and partial plate image, vendor shall reject the set with a reject code according to the Authority's Image Review ICD.

Vendor shall return results for processed transaction image sets to the Authority within five (5) calendar days of the OTA making the image sets available.

Vendor shall be responsible for providing daily, weekly, and monthly reporting sufficient for performance requirements and invoice validation. Daily reports shall be provided by 8:00 a.m. each day; Weekly reports shall be provided by 8:00 a.m. each Monday; and Monthly reports shall be provided by the 10th day of each month for the previous month.

Unless otherwise noted in this RFP, vendor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, reports, supplies and equipment necessary to perform the image processing services as required herein.

Vendor shall be responsible for providing and maintaining a Training Manual for the staff for the performance of the image processing services. The Training Manual will be submitted to the Authority for approval within 60 days after execution of Contract.

Vendor shall provide to the Authority a price per image set (up to twelve (12) full images) review submittal, with a rate reduced on a sliding scale based on the monthly volumes and rates. A pricing sheet is found in Appendix A of this RFP.

5 QUALIFICATIONS AND EXPERIENCE

Vendor shall meet the following minimum qualifications:

- A vendor must reside in the U.S. Vendor staff and laborers must work in the U.S.

- At least three (3) years of experience in developing, designing and implementing manual image review processing services;
- Financial stability and resources;
- Relevant key personnel experience;
 - Authorized and registered to do business in the State of Oklahoma; and
 - Capable of securing required bonds.

Vendor shall submit a minimum of three (3) references of companies for whom vendor has provided similar services in the past thirty-six (36) months. This submittal should list name, address, and telephone number of an officer/employee of the company with knowledge about the vendor's performance.

6 INSTRUCTIONS TO PROPOSERS

Proposers shall respond only to the areas that the proposer possesses the capabilities to perform and has the available resources.

Proposals submitted must be in strict compliance with the RFP. Failure to comply with all provisions may result in disqualification.

6.1 MANDATORY PRE-PROPOSAL MEETING

Proposers are required to participate in a mandatory pre-proposal meeting via Zoom video/teleconference. Meeting schedule dates and times are listed in section 6.6 of this RFP. Attendance of the pre-proposal meeting is mandatory in order to be included in the proposal evaluation process.

6.2 PROPOSAL SUBMITTAL REQUIREMENTS

In submitting a proposal, each proposer acknowledges that the Authority shall not be liable for any costs incurred therewith or in connection with costs incurred by any proposer. This RFP does not commit the Authority to award a contract; the Authority may accept or reject in whole or in part any proposal without limitation.

Proposers must submit four (4) hard copies and one (1) soft copy of their response to this RFP. The soft copy shall be in searchable PDF and submitted with the hard copies on a flash drive. Proposals are due no later than 3:00 p.m., Central Standard Time, April 20, 2021 to:

Proposal Submittal
Oklahoma Turnpike Authority
Attention: Rhonda Powell
3500 Martin Luther King Avenue
Oklahoma City, Oklahoma 73111

PROPOSAL DUE DATE: 3:00 p.m. CST, April 20, 2021

By submitting a Proposal, the Proposer acknowledges it has read this RFP, understands it, and agrees to be bound by the General Conditions set forth herein. Late proposals will not be considered and shall be returned unopened. All responses to this RFP must be received by the due date and time stated above. Telephone, facsimile, or email proposals will not be accepted. All correspondence in relation to this proposal and the contract shall be written in the English language. All measurements should be submitted in U.S. customary units. Bids will open immediately after the Proposal Due Date time. Once opened, the Proposer agrees that its Proposal cannot be altered, modified, or withdrawn.

Each package containing material that the Proposer wishes to be considered as part of the proposal must be sealed with a self-adhesive label marked "Sealed Proposal" (included in RFP mailing). The provided bid notification sticker should be affixed to the lower left front of the mailing envelope. This bid notification sticker notifies the Authority mail room to not open the envelope, a sealed bid is enclosed. Failure to use these labels may result in the inadvertent opening of the package and may cause the proposal to be rejected.

If a Proposer fails to notify OTA of a known error in the RFP, and a Services Contract is awarded to that Proposer, that Contractor shall not be entitled to any change in compensation or time by reason of the error or its later correction.

Requests for further information or questions regarding this RFP should be addressed, in writing via email, to the individual listed below. Questions can be submitted through March 26, 2021. Any oral communication will be considered non-official and non-binding. Respondents should rely only on written statements issued by the individual listed below.

Information Requests and Questions
Phillip Weiss pweiss@pikepass.com
E-mail: pweiss@pikepass.com

In the event that the OTA needs to provide additional clarifying data or information or to revise any part of this RFP, Addenda will be provided directly to all attendees of the Mandatory Pre-Proposal Meeting.

6.3 MODIFICATION AND WITHDRAWAL OF PROPOSAL

The Proposer may, without prejudice, modify or withdraw his or her proposal by written request, provided that the request is received by the Authority prior to the proposal due date and time. Following withdrawal of the proposal, the Proposer may submit a new proposal provided that such new proposal will be received on or before the proposal due date and time.

The Authority may modify any provision(s) or part(s) of the RFP at any time prior to the proposal closing date and time. The Authority may withdraw the RFP at any time and cancel it, in whole or in part.

6.4 AUTHORITY POLICY

In accordance with the Authority's policy and Oklahoma law, all qualified Proposers are entitled to receive equal opportunities. The offering of gifts, entertainment, payments, loans or other favors for the purpose of being placed

on the Proposer’s list, to obtain a contract, or to receive favorable treatment under a contract, is prohibited. Furthermore, it is the Authority’s policy that in the event a Proposer is found to have offered or given a gift or gratuity to obtain a contract or favorable treatment hereunder, the Proposer involved may be refused further proposal considerations by the Authority. The Authority may also obtain those remedies available under law and the contract including, but not limited to, termination for default. All proposers are required to complete a Competitive Bid Non-Collusion Affidavit. See Appendix D.

Any firm that feels it has been unjustly treated may file a written objection within five business days of date of award to Ms. Cheryl O’Rourke, Director of General Administration Services. If a firm is not satisfied with the response, they may appeal to Mr. Alan Freeman, Assistant Executive Director at P.O. Box 11357, Oklahoma City, Oklahoma 73136-0357.

6.5 PUBLIC AVAILABILITY TO RFP RECORDS

Copies of the proposals will be available for public inspection, (after award has been made) under supervision of the Procurement Officer, in the General Administration Division from 7:30 A.M. to 4:30 P.M. Monday through Friday at the Oklahoma Turnpike Authority, 3500 Martin Luther King Avenue, Oklahoma City, OK 73111.

6.6 SCHEDULE

The following is a tentative time schedule in **Central Standard Time**:

Issue Request for Proposal:	March 8, 2021
Mandatory Pre-Proposal Zoom Video/Teleconference Meeting: Meeting URL: https://pikepass.zoom.us/j/87537549767 Meeting ID: 875 3754 9767 Dial in: +1 301 715 8592 or +1 312 626 6799 87537549767#	9:00 a.m. March 17, 2021
Deadline for Questions regarding RFP:	4:30 p.m. March 26, 2021
Final Authority response to Questions:	4:30 p.m. April 6, 2021
Proposal Due Date – Zoom Video/Teleconference Opening: Meeting URL: https://pikepass.zoom.us/j/87532315419 Meeting ID: 875 3231 5419 Dial in: +1 346 248 7799 or +1 669 900 6833 85732315419#	3:00 p.m. April 20, 2021
Analysis of Submitted Proposals:	Week of April 26, 2021
Interviews with final Candidates, if necessary:	May 3, 2021
Projected Authority Award Date:	May 25, 2021

Projected Go Live Date:	August/September 2021
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6.7 PROPOSAL FORMAT

The submission should be concise and limited to no more than 25 pages (excluding the option of an alternate methodology) (8 ½ x 11" with no appendices); pages should be single-spaced and double-sided. Graphic Illustrations may be on pages up to 11 x 17 in size but cannot include any other information. Written text included with graphic illustrations but not associated with the graphic will not be evaluated. All proposals will have a 10 pitch font size minimum. All text sheets in the proposal must be numbered and will be counted towards the page count, excluding appendices information. The Alternate Methodology is limited to no more than 10 pages; pages should be single-spaced and double-sided. The Proposal should include the minimum sections requested below in the order listed. Additional information, if provided, should be separately identified in the proposal.

- 1. Cover Letter** - This section must have a letter of introduction on company letterhead summarizing the proposal and signed by an individual authorized to execute legal documents on behalf of the proposer. The Proposer must provide the legal name and address of the company responsible for the execution of the Contract; legal form of the company (partnership, corporation, joint venture, etc...); and parent company if the company is a wholly owned subsidiary. The Proposer must provide a full listing of entities or individuals who may have a controlling interest in the Proposer company.
- 2. Table of Contents** - This section must contain a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.
- 3. Company Profile** - This section is designed to establish the bidder as an entity with the ability and experience to complete the work as specified in the RFP. Information included in this section is company hierarchy, overview of services performed, brief history of the firm, company size, client base, and location of the office from which the work under this contract will be provided and the staff allocation at the office.
- 4. Credentials/Resumes** - This section describes the project team; including the names, titles, and qualifications of the proposed project manager, support staff and subcontractors who will be performing work specified in the RFP. A detailed listing of experiences and projects in which they had hands on responsibility and length of time with the company. This section will include the name, title, address, telephone number, fax number and email address of the person to contact concerning the proposal; the project manager will be expected to be fully involved and conversant in the details of the project.
- 5. Description of Services** - This section is an outline of the proposed work plan; a plan to satisfy the requirements listed in the "General Requirements" section. Detail the requirements for completing the project broken out by discrete tasks that outlines the activity/task description, personnel that will complete the task and the deliverables. Detail the method used for meeting the requirements in Section 4. Additionally, detail methods used to maintain the training and quality assurance of the services. This section will also describe the extent to which Authority staff support will be required. Failure to respond to a specific requirement may result in disqualification.

6. **Proposed Implementation Schedule** - This section will contain a detailed Project Schedule. The schedule shall be in Gantt chart format and shall include all major activities and milestones including the critical path. Include all external dependencies such as needed activities and approvals from the OTA. Detail the approach to providing the services in the timeframe specified and identify major challenges and risks and how these will be mitigated.
7. **Business Continuity** - This section will contain details of Proposers current Disaster Recovery and Business Continuity Plans. A detailed description on how the Proposer ensured continuity of operations during the COVID-19 Pandemic.
8. **Cost Proposal** - This section will contain a price per image review submittal, with a rate reduced on a sliding scale based on the monthly volumes and rates. A pricing sheet is found in Appendix A.
9. **Security Questionnaire** - This section will contain the responses to the Security Questionnaire. The Questionnaire is found in Appendix B.
10. **References** - This section will contain a minimum of three (3) references from other companies for whom vendor has provided similar services in the past thirty-six (36) months. Letters must include the name of the organization, primary contact person, telephone number, description of services, professional relationship, and recommendation. References provided must be current and verifiable and willing to attest to vendor's commitment and ability to perform the specified requirements of this project. The Authority may conduct reference checks to verify and validate vendor past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the response submitted. In addition, failure to provide verifiable letters of reference will be cause for rejection of the response submitted.
11. **Evidence of Insurability/Insurance/Applicable License** - All bidders shall submit evidence of required insurance. Insurance requirements are detailed in the General Conditions section.
12. **Bid Bond** - There will be a required bid bond. The Bid Bond amount shall be 5% of the Estimated Contract Amount. Number of Minimum Image Review (300,000) multiplied by 12 months = 3,600,000 multiplied by Pricing/Delivery Information Total Price for services per transaction (a set of images) = Estimated Contract Amount. The bid bond is to accompany your submitted bid proposal. Further details on the bid bond are listed in the General Conditions section.
13. **Financials** - This section will contain current Financial Statements and any disclosure of bankruptcies and litigation within the past ten (10) years.
14. **Exceptions** - This section will contain any exceptions that the proposer cannot agree to within this RFP including any proposed revisions to the attached Draft Agreement in Appendix F or Proposer's own proposed Draft Agreement.
15. **Alternate Methodology** - This section is optional and will contain an alternate image and review processing solution such as grouping and vehicle signature recognition. Submission of an alternate methodology is encouraged.

- a. All Proposers must submit a Base Proposal that meets all scope and requirements as specified in this RFP.
- b. In addition to providing a Base Proposal, OTA encourages Proposers to submit an alternate method (or methods) of providing Authority with the required basic functionality but not necessarily in the exact manner as defined in this RFP. This may include alternate processes, procedures or methodology that provide equivalent, better and/or more cost effective operation than achievable under the specifications as stated. Alternate methodology may include operations that are currently being used by the Proposer in a similar operation or newly designed functionality/operations. Proposer creativity and innovation is encouraged.
- c. Any alternate methods may be highlighted within the body of the Proposal in the appropriate sections; however a separate list of all proposed alternate methods shall also be provided with the Proposal.
- d. The Proposal must clearly and separately identify any and all deviations from the Base Proposal and describe how each of these changes will achieve substantially equivalent or better value in terms of improved operating efficiency. Additionally, the Proposal shall indicate the effect of implementation on pricing as appropriate.
- e. No alternate methods will be considered unless the Proposer has submitted a complete and responsive Base Proposal that meets all requirements as stated in this RFP. The Authority reserves the right to choose all, some or none of any alternate methods submitted.

7 EVALUATION PROCESS AND SELECTION CRITERIA

The Authority's intention is to procure the most cost-effective, yet comprehensive and professional services available. Proposals will be evaluated based on relevant factors, including but not limited to the following:

- Overall responsiveness and general understanding of the RFP requirements.
- Background and recent experience in image review.
- Staff expertise and overall experience of personnel assigned to the work.
- References with demonstrated success with similar work to the scope of services.
- Proposed project implementation schedule.
- Method and ongoing quality assurance.
- Overall costs to the Authority. The Authority desires to obtain price bids which are fair and accurate. Although price will be a factor in selection, it will be balanced by the other criteria given. The ultimate contract may or may not be awarded to the Proposer with the lowest price.

Should the Authority seek clarification or further information from the Proposer during the Proposal evaluation period, the Proposer will be expected to provide all assistance to the Authority during this period, free of charge, to enable the Authority to fully assess the Proposal.

7.1 INTERVIEWS

Proposers may be interviewed by the Authority and its representatives. Presentation format, time limits, materials requested, etc., shall be sent to all Proposers with whom interviews are deemed appropriate. The Authority reserves the right to select a preferred Proposer without conducting interviews.

7.2 VALIDITY OF PROPOSAL

The Proposals submitted shall be valid for a minimum period of one hundred twenty days (120) after Proposal due date.

No work shall be performed in connection with the Scope of Work until a contract has been fully executed, delivered, and a Notice to Proceed issued.

7.3 NOTICE OF AWARD

It is anticipated that a Proposer will be selected within four to eight weeks of the Proposal due date. Discussions with the preferred Proposer shall begin immediately upon selection and may culminate in an executed contract. Unsuccessful Proposers shall be notified of the Award.

The selected Proposer shall begin work on the date specified in the Notice to Proceed. The Notice to Proceed will be issued by the Authority within thirty (30) days of execution of the Contract, receiving of all required bonds and evidence of required insurance.

8 GENERAL CONDITIONS

As referenced in Section 6.7(13), a Draft Agreement is attached as Appendix F. Appendix F is a short form agreement to include the Authority's standard contract terms and general conditions as reflected in this RFP as well as the terms proposed by and reflected in the selected Firm's Response to the RFP; however, the Authority retains the right to prepare a standalone Agreement to reflect the Authority's standard contract terms and the Selected Firm's proposed terms. The following are matters that will be addressed or included in the contract to be executed between the selected firm and the Authority:

8.1 TAXES

The Contractor shall provide a tax-payer identification number to the Authority. Except to the extent expressly provided to the contrary elsewhere in the Contract, the Contractor shall pay when due all state, and federal sales and use taxes, excise taxes, duties and all other governmental fees and taxes or charges of whatever nature applicable to the performance of the work and service set forth in the Contract. In other words, the Contractor is responsible for paying all taxes on purchases made to fulfill the contract; any taxes of any nature whatsoever payable by the Contractor shall not be reimbursed by the Authority. The Authority is exempt from State sales, use and excise taxes as well as from Federal excise taxes.

8.2 CONFIDENTIALITY AND DATA SECURITY

The Contractor shall maintain strict security of all Authority data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies. Contractor shall use any such data and records only as needed for the performance of its obligations under the Contract. If Contractor utilizes a subcontractor, Contractor shall obtain specific written assurance, and at the Authority's request, provide a copy to the Authority, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as the Contractor.

The Contractor agrees that the Contractor, and its employees, agents, and subcontractors will hold confidential and not divulge to third parties without the written consent of the Authority any information obtained by the Contractor from or through the Authority in connection with the Contractor's performance under the Contract, unless (a) the information was known to the Contractor prior to obtaining same from the Authority and was not obtained under a secrecy obligation to the Authority; or (b) the information was at the time of disclosure to the Contractor, or thereafter becomes, part of the public domain but not as a result of fault or an unauthorized disclosure of the Contractor or its employees, agents or subcontractors; or (c) the information was obtained by the Contractor from a third party who did not receive the same, directly or indirectly, from the Authority and who had, to the Contractor's knowledge and belief, the right to disclose the same.

8.3 INDEPENDENT CONTRACTOR

Nothing in this Contract shall be deemed to constitute the Contractor or any of the Contractor's employees or agents to be representatives or employee of the Authority. The Contractor shall be an independent Contractor and shall have responsibility for and control over the details and means for performing the work and shall be subject to the directions of the Authority only with respect to the scope and general results required.

8.4 ASSIGNMENT

The Contractor shall not assign the Contract, in whole or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of the Authority. Any assignment of the Contract in violation of the foregoing shall be, at the option of the Authority, void. Subject to the foregoing, the provisions of the Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 TERMINATION OF THE CONTRACT

A. Termination. In addition to any other rights provided herein, the Authority and vendor have the right to terminate the Contract and further performance thereunder, upon one hundred eighty (180) days advance written notice, by delivery to the other party specifying the effective date of termination. After termination, vendor shall submit a final termination settlement invoice to the Authority in a form and with a certification prescribed by the Authority. Vendor shall submit the invoice promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the Authority upon written request of vendor within such thirty-day period. If vendor fails to submit the invoice within the time allowed, the Authorities payment obligations under this Agreement shall be deemed satisfied.

B. Effect of Notice of Termination. After receipt of notice of termination, and unless otherwise directed by the Authority, vendor shall immediately proceed as follows: stop work as specified in the notice of termination; take any action that may be necessary, or that the Authority may direct, for the protection and preservation of the Authority's data and property related to the Contract that is in possession of vendor and in which the Authority has or may acquire an interest; transfer title and deliver the Authority, as specified in the termination notice, such items which, if the performance under the Contract had been completed, would have been furnished to the Authority; and make an and all cost records available to the Authority at its request.

8.6 INDEMNITY

The Contractor has the absolute and entire responsibility and liability for all damage, loss of injury of any kind, direct or indirect, to any person (including death) or property (except as otherwise provided in the Contract) arising out of or in any manner based on the performance by Contractor under the Contract, or caused by or resulting from the performance of any work on or relating to the Contract. Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Authority against all losses, claims, damage, expenses (including attorneys' fees and costs) and liabilities sustained or incurred by the Authority by reason of any act, omission, conduct, negligence or default by Contractor or subcontractor or their respective employees and agents. Except as may be otherwise provided by applicable law of any Governmental Authority, the Authority's right to indemnification shall not be impaired or diminished by any act, omission, misconduct, negligence or default (other than gross negligence or willful misconduct) of the Authority or any employee or agent of the Authority who contributed or may be alleged to have contributed thereto.

8.7 PUBLICITY

The Contractor agrees to make no news release and shall not issue any advertising pertaining to work or the Contract without first obtaining the written approval of the Authority.

8.8 INSURANCE

For the duration of the contract, the Contractor shall at its sole cost, obtain and maintain in force the contract insurance of the following types, with limits not less than those set forth below.

- Workers Compensation Insurance in such form and with limits meeting or exceeding the requirements of Oklahoma law, or in accordance with the laws of the nation, state, territory or province having jurisdiction over the Contractor's employees together with employer's liability coverage having a liability limit of not less than \$100,000.
- Comprehensive Automobile Liability coverage which applies to owned, non-owned, and hired automobiles having a limit of not less than \$1,000,000 for bodily injury, including death, to any one person, and \$2,000,000 aggregate, together with \$100,000 for property damage on account of each occurrence.
- Comprehensive General Liability insurance with limits of not less than \$1,000,000 for bodily injury for each occurrence, including those resulting in death, and with an aggregate limit of \$2,000,000, together with \$500,000 in property damage coverage for any one occurrence.

- Professional Liability (Errors & Omissions) Insurance in an amount not less than \$1,000,000 per occurrence, for damages caused by any act or omission of the Contractor, or of any other person for whose acts or omissions the Contractor is legally responsible, arising out of the performance of services in a professional capacity. If the Contractor should terminate such coverage at any time before three (3) years after acceptance or termination of the Contractor's work, the Contractor shall obtain extended reporting period coverage ("tail cover"), for a period of not less than three (3) years from the Contractor's last services.
- Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence.

8.9 BONDS

The bid bond may be in the form of a bond or a cashier's check. The cashier's check or bond must be payable to the Oklahoma Turnpike Authority. Failure to provide such a bond at the time specified will result in the proposal not being considered. The bond shall be valid for a minimum of 120 days from the proposal due date. Withdrawal of the proposal without authorization or failure to successfully execute a contract within 30 days of the Notice to Proceed will result in forfeiture of the bid bond. The awarded Contractor will be required to provide a performance bond and a statutory payment bond in the amount based on the annual anticipated minimum images sent for processing of their proposal; see Attachment A. These bonds are required at the time the contract is signed. There is no requirement for these forms to be completed or submitted with the proposal. The surety selected by the Proposer must be acceptable to the Authority. Minimum requirements are:

- Licensed to conduct business in the State of Oklahoma; and
- Names in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies" as published annually on July 1 in Circular 570 by the U. S. Department of Treasury.

8.10 AUDIT OF RECORDS

The contract must contain the following audit clause.

[Firm] shall permit Authority designated personnel the right to examine [firm's] relevant financial and operational records related to this agreement. Authority shall have the right to audit and verify statements submitted by [firm] pursuant to this agreement. [Firm] shall retain these records for a period of three years after the final payment under this agreement or until all pending matters are closed, whichever is later. Authority reserves the right to dispute and receive credit for any costs which an audit may prove to be inappropriate.

9 MISCELLANEOUS

Proposal Costs Incurred: The Oklahoma Turnpike Authority is not liable for any costs, including tolls, incurred by firms responding to the RFP.

Proprietary Information: The firms are hereby notified that information submitted will be handled in accordance with applicable laws, regulations, and policies of the Authority.

Anti-Collusion and Independence: The attached “Affidavit of Non-Collusion” must be signed and notarized and included with the proposal.

10 PERFORMANCE STANDARDS

Vendor shall be responsible for accurately reviewing and identifying all images captured by the Authority's Photo monitoring system according to the following accuracy and quality measurements:

No.	Performance Standard	Adjustment Threshold	Compliance Measurement	Reduction for Threshold Non-Compliance	
				0-2%	Greater than 2%
1.	Within 5 business days of receipt of images, vendor shall complete the Image Review and Processing and report review results to Authority.	99.50%	Determined by comparison of the date license plates images were submitted to vendor for License Plate Image Review and the date vendor reports its review results to Authority	1% reduction to the monthly invoice for every 0.01% below the Adjustment Threshold or \$500 Whichever is greater.	\$2,500
2.	Rejected license plate images shall be categorized to the correct established rejection code.	98.50%	Determined through manual quality assurance methods or through reporting provided by Authority's software application.	1% reduction to the monthly invoice for every 0.01% below the Adjustment Threshold or \$500 Whichever is greater.	\$2,500
3.	For License Plate Image Review of vehicles registered in Oklahoma, vendor shall accurately determine the license plate number, jurisdiction, and plate type.		Determined through manual quality assurance methods or through reporting provided by Authority's software application.	1% reduction to the monthly invoice for every 0.01% below the	

	Accuracy for transaction images of any or all vehicles registered in Oklahoma is defined as accurately identifying plate type, state & plate information (numbers, letters, icons) correctly.	99.85%		Adjustment Threshold or \$500 Whichever is greater.	\$2,500
4.	For License Plate Image Review of vehicles of any or all states and jurisdictions excluding images for vehicles registered in Oklahoma, vendor shall accurately determine the license plate number, jurisdiction, and plate type. Accuracy for transaction images of any or all states and jurisdictions, excluding vehicles registered in Oklahoma is defined as accurately identifying plate type, state & plate information (numbers, letters, icons) correctly.	99.30%	Determined through manual quality assurance methods or through reporting provided by Authority's software application.	1% reduction to the monthly invoice for every 0.01% below the Adjustment Threshold or \$500 Whichever is greater.	\$2,500

APPENDIX A

Pricing Sheet

MANDATORY PRICING SHEET	
OKLAHOMA TURNPIKE AUTHORITY Purchasing Department 3500 Martin Luther King Ave. Oklahoma City, Oklahoma 73111 Phone: 405.425.7441	RFP: # 2021-001 Opening: April 20, 2021 Opening Time: 3:00 PM
THIS IS NOT AN INVOICE	

Firm Making Proposal: _____

Address: _____

Federal EIN: _____

Contact Person/email: _____

Telephone/Fax/Email: _____

	Description	Cost/Amt.
1 – 300,000	Cost per Image Set	\$ _____
300,001 - 500,000	Cost per Image Set	\$ _____
500,001 – 1,000,000	Cost per Image Set	\$ _____
> = 1,000,001	Cost per Image Set	\$ _____
	Mobilization and Integration	\$ _____
	Additional Services Hourly Rate	\$ _____
<div style="border-top: 1px solid black; margin-top: 10px;"></div>	<div style="border-top: 1px solid black; margin-top: 10px;"></div>	
Print Company Authorized Representative Name	Signature Company Authorized Representative Name	

APPENDIX B

Security Questionnaire

1. Have you conducted or procured an Information Security Risk Assessment? ☐ Yes / ☐ No
 2. Do you have a dedicated Information Security and/or Privacy Officer? ☐ Yes / ☐ No
 3. Do you require staff to complete yearly Security Education Awareness Training? ☐ Yes / ☐ No
 4. Do you have a Security Incident Response Procedure to identify, respond, mitigate, report, and document known or suspected security incidents? ☐ Yes / ☐ No
 5. Do you have a Disaster Recovery and/or Business Continuity Plan? ☐ Yes / ☐ No
 6. If yes, has the plan ever been tested? ☐ Yes / ☐ No / ☐ NA
 7. Do you have existing breach notification procedures in place? ☐ Yes / ☐ No
 8. Do you enforce password complexity? ☐ Yes / ☐ No
 9. How frequently are passwords changed? _____
 10. Are users automatically locked out after a certain number of failed attempts? ☐ Yes / ☐ No
 11. Are alerts triggered after a specified number of failed log-in attempts? ☐ Yes / ☐ No
 12. Are audit logs, access reports, and security incident tracking reports monitored? ☐ Yes / ☐ No
 13. Is access to data restricted to only those employees who require access to perform their job? ☐ Yes / ☐ No
 14. How are systems protected from malware or other intrusion attacks? _____
-
15. Are there physical access controls to prevent unauthorized access to the facility housing data? ☐ Yes / ☐ No
 16. Is data backed up? ☐ Yes / ☐ No
 17. If so, are backups encrypted? ☐ Yes / ☐ No / ☐ NA
 18. Are any portable devices (such as laptops or mobile phones) or removable media (such as USB sticks) used to store data? ☐ Yes / ☐ No
-

APPENDIX C

Exceptions

Please list any and all exceptions to this RFP in this section. Include page number, section and reason for exception:

Duplicate form if necessary.

Please check one of the following:

- () We have no exceptions to this RFP
- () We have the following exceptions to this RFP

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

Additional Comments:

APPENDIX D

COMPETITIVE BID

NON-COLLUSION AFFIDAVIT

In accordance with 74 O.S. & 85.22, _____ of lawful age, being first duly sworn, says:

1. (S)he is duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
 - b. To any collusion with any state official or employee as to quality, quantity or price in prospective contract, or as to any other terms of such prospective contract, nor
 - c. In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

In accordance with 74 O.S. 85.42B., the contractor further certifies that no person who has been in any manner in the development of that contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said contract.

Signature

Date

Print name

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission number: _____

My commission expires: _____

APPENDIX E

STATUS VERIFICATION SYSTEM AFFIDAVIT

[illegible]

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFLIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

My Commission Number: _____

APPENDIX F

DRAFT AGREEMENT

IMAGE REVIEW AND PROCESSING AGREEMENT

THIS IMAGE REVIEW AND PROCESSING AGREEMENT (“AGREEMENT”) is executed by and between the **OKLAHOMA TURNPIKE AUTHORITY**, an instrumentality of the State of Oklahoma (herein called the “**OTA**”) and **XXXX** (herein called “**XXXX**”).

WITNESS, that for and in consideration of the payment to be made as hereafter set forth, **XXXXXX** hereby agrees to furnish all image review services (PROJECT) as shown in the Request for Proposal #2021-01(RFP) and by the Proposal Response (PROPOSAL) submitted by **XXXXXX** DATE _____.

It is agreed and understood between the parties hereto that **XXXXXX** agrees to accept and the **OTA** agrees to pay for the services as stipulated in this **AGREEMENT**, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in this **AGREEMENT**.

The **OTA**’s cost of this PROJECT is \$XXX.XX as described in Appendix A.

The **AGREEMENT** including all appendices set forth the entire understanding between the parties as to the subject matter hereof and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this **AGREEMENT**. This **AGREEMENT** may not be amended or modified except by a written modification signed by both parties. The following Appendices attached to this **AGREEMENT**, shall be incorporated by reference and made part of this **AGREEMENT**, to wit:

1. Appendix A: Schedule of Costs
2. Appendix B: Payment Terms
3. Appendix C: Response to Request for Proposal xxxxx submitted by XXXXXXXX Date XXXXX
4. Appendix D: Oklahoma Turnpike Authority Request for Proposal #2021-01

In the event any provision in any of the foregoing described Appendices conflicts with any provision in any of the other Appendices, the provision in the Appendix first above enumerated shall govern over the provisions of any other Appendix which follows it.

The terms used in this **AGREEMENT** as also used in any Appendix to this **AGREEMENT** shall have the same meaning in the APPENDIX as in the **AGREEMENT**.

IN WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be executed as of the date signed by the **OTA** and written below.

OKLAHOMA TURNPIKE AUTHORITY (OTA)

Approved as to form:

By:

Eric Lair, General Counsel

Tim J. Gatz, Executive Director

Date

XXXXXXXXXXXX

By:

XXXXX, XXXXX
