

Oklahoma Turnpike Authority Request for Proposal 2021-003

Automatic Vehicle Detection and Classification System



OKLAHOMA
Turnpike Authority

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1 INTRODUCTION

The Oklahoma Turnpike Authority (Authority) is seeking proposals from qualified experienced firms (referred to herein as “firm”, “vendor”, “Proposer” or “contractor”) to provide an Automatic Vehicle Detection and Classification (AVDC) system that will detect and accurately classify vehicles without the need for equipment installed within the roadway surface based on the requirements identified in this Request for Proposal (RFP). The selected firm will develop and provide a system that classifies vehicles into four shape-based classes (Proposers are directed to Appendix A - Scope of Work and Requirements (SOW)).

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. The Authority operates and manages eleven Turnpikes covering more than 600 miles of highway, with a twelfth Turnpike scheduled to open in 2022. TransCore provided the “Infinity” Electronic Toll Collection (ETC) system and is currently the Maintenance Provider.

The Authority has completed a Proof of Concept (POC) of Automatic Vehicle Detection and Classification (AVDC) systems that are mounted above the roadway, eliminating the need for work related to the construction, resurfacing, and installation of vehicle classification detection equipment in the road surface at toll collection zones. Based on the POC, the Authority has decided to move forward with implementing this technology initially on the John Kilpatrick and H.E. Bailey Turnpikes, and anticipates adding other Turnpikes, including the Creek and Chickasaw, during the contract term.

3 SCOPE OF WORK SUMMARY

The scope of work for this project includes the design, development, integration, installation and ongoing maintenance of an AVDC system, specifically:

- An interface with the Infinity ETC System to send triggers and other messages to assist in image capture, AVI association, transaction framing, and maintenance alert generation
- All associated hardware, cabling, software, and ancillary components required to install and use the AVDC system
- On-going Maintenance Support, including training, remote technical support, and offsite repair services, for the incumbent Maintenance Provider who will perform front-line Maintenance

In addition, the Authority reserves the right to purchase equipment in support of testing.

4 CONTRACT TERM

The Authority intends to execute a Contract with the selected firm for a five-year period. Any extensions, including an additional five-year period, shall be under the same terms or as otherwise mutually agreed.

This contract may be terminated at the Authority’s discretion at any time with a 180-day written notice, to be delivered by registered mail.

The contract will consist of three Phases:

- Phase 1: Design, Development, Integration
- Phase 2: Installation
- Phase 3: Ongoing Maintenance Support

5 INSTRUCTIONS TO PROPOSERS

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

Throughout this RFP and Appendix A – SOW, unless otherwise specified, any reference to “day(s)” shall mean calendar day.

5.1 Schedule of Procurement Events

The following table represents the anticipated schedule of events related to this RFP procurement. The Authority has established an anticipated Go-Live Date of no later than December 31, 2021 for the John Kilpatrick Turnpike. In order to meet this aggressive schedule, Proposers shall adhere to the schedule below in responding to this RFP. Any changes in the dates specified below will be issued as an Addendum to this RFP.

ALL TIMES ARE LISTED AS CENTRAL STANDARD TIME

Issue Request for Proposal	April 1, 2021
Mandatory Pre-Proposal Zoom Meeting https://us02web.zoom.us/j/81661432964?pwd=UUltd3ZrNnpLZ1lZdEhmUU5MWU1WQT09 Meeting ID: 816 6143 2964 Passcode: 973151 Dial in: +1 346 248 7799	3:30 p.m. April 6, 2021
Site Visits	April 13 thru 14, 2021
Deadline for Proposer Questions regarding RFP	4:30 p.m. April 16, 2021
Authority Response to Questions	4:30 p.m. April 23, 2021
Proposal Due Date	3:00 p.m. May 6, 2021
Interviews, if necessary	May 26 & 27, 2021
Demonstration Period, if necessary	June 28 – July 12, 2021
Anticipated Authority Award Date	July 27, 2021
Anticipated Notice to Proceed (NTP)	July 28, 2021

5.2 Site Visit

The site visit will be two (2) days in length to cover locations listed in Appendix B. AET conversion-related construction for the following locations are in the early design phase and will NOT be included in the site visit: H.E. Bailey Newcastle, H.E. Bailey US 62, H.E. Bailey Elgin, H.E. Bailey Walters, H.E. Bailey Mainline, and H.E. Bailey Ramp EB to NB Bailey.

Proposers who wish to attend shall meet each day at the following locations:

- Tuesday, April 13th at 7:30 a.m. CST - meet at 3500 Martin Luther King Ave, OKC, OK 73136
- Wednesday April 14th at 8:00 a.m. CST - meet at 1222 N. 9th Street Sapulpa, OK 74066

5.3 Mandatory Pre-Proposal Meeting

Proposers are required to participate in a mandatory pre-proposal meeting via Zoom call. Meeting schedule date and time are listed in Section 5.1 of this RFP.

5.4 Written Questions

Requests for information or questions regarding this RFP shall be addressed, via email, to the individual listed below. All emails shall reference RFP #2021-003. Any oral communication will be considered non-official and non-binding. Respondents shall rely only on written statements issued by the individual listed below.

Information Requests and Questions

Oklahoma Turnpike Authority
Attention: Mary Biswell
3500 Martin Luther King Avenue
Oklahoma City, Oklahoma 73111
Telephone: 405.425.7458
E-mail: mbiswell@pikepass.com

5.5 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 five (5) hard copies and two (2) electronic copies on flash drives of their response to this RFP. Proposals shall be submitted in the following formats:

- Base Proposal and/or Alternate Proposal: PDF
- Requirement Traceability Matrix: Microsoft Excel
- Pricing Sheet: Microsoft Excel

PROPOSALS ARE SHALL DUE NO LATER THAN 3:00 P.M., CENTRAL STANDARD TIME, MAY 6, 2021 TO:

Proposal Submittal

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

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 shall be submitted in U.S. customary units.

Proposals must be sealed with a self-adhesive label marked “Purchasing Sealed RFP”. The sticker should be affixed to the lower left front of the mailing envelope. This bid notification sticker notifies the Authority mail room that a sealed bid is enclosed and to not open the envelope. Failure to use these labels may result in the inadvertent opening of the package and may cause the proposal to be rejected.

5.6 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 via Addendum.

5.7 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.

Any firm that feels it has been unjustly treated may file a written objection within five (5) 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.

5.8 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.

5.9 Overall Costs to the Authority

The Authority desires to obtain Proposals 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 assess the Proposal fully.

6 PROPOSAL FORMAT

The Proposal shall include the minimum sections requested below in the order listed. Additional information, if provided, should be separately identified in the proposal. The submission shall be concise and limited to no more than 50 pages (8 ½" x 11"). Graphic Illustrations may be on pages up to 11 x 17 in size but cannot include any other information. Written text not associated with the graphic will not be evaluated. All proposals will have a 12-pitch font size minimum (excluding tables and charts). All text sheets in the proposal must be numbered and will be counted towards the page count, excluding the following:

- Cover Page
- Cover Letter
- Table of Contents
- Resumes
- Evidence of Insurability
- Project Schedule
- Bid Bond
- Required Forms (Section 9)
- Requirements Traceability Matrix (RTM)
- Cost Proposal
- Illustrations/Drawings

6.1 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 cover letter must include a statement that Proposals submitted shall be valid for a minimum period of one hundred eighty (180) days after receipt. The cover letter shall be no more than two (2) pages.

6.2 Table of Contents

This section must contain a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

6.3 Approach to Scope of Work and Requirements

1. The proposal shall address Proposer’s understanding of the goals and objectives of the project and its ability to successfully and consistently meet or exceed all specified requirements and related performance standards.
2. The Proposer’s approach to the SOW as specified in Appendix A, shall follow the section numbering, heading titles and outline therein.
3. The response to each Section shall include details on how the Proposer’s solution addresses the Requirements. Please do not respond to Sections stating “will comply”, but rather, describe how Proposer’s firm already complies or will comply, what expertise and unique insights it has in developing a compliant solution and any unique characteristics of the Proposer’s solution.
4. As part of their response, Proposer shall include a detailed description of the vehicle classifications supported by the AVDC system and how the AVDC system will meet the OTA classification requirements as well as the parameters used to identify those in messages transmitted by the AVDC system.
5. Proposer’s response shall also detail the redundancy features of their proposed solution, including a description of the components of the AVDC system and the effect that the failure of each component would have on functionality and performance.
6. Proposer’s response shall include detailed drawings and specifications of all equipment, including dimensions, weights, and power and UPS requirements.

6.4 Requirements Traceability Matrix (RTM)

An RTM is included as Appendix C (in MS Excel format). The Proposer shall complete the RTM in accordance with the instructions included therein. Proposers will select pre-defined answers to the RTM and will be allowed to comment on that response if desired. A “No” response will require a clarification in the comment section.

6.5 Firm’s Qualifications, Experience and Financial Sustainability

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. This section should include the following:

1. Minimum Qualifications
 - The Proposer must have an established corporate office, within the continental United States, for at least two (2) years, prior to submitting a proposal.
 - The Proposer or its subcontractor must have at least one (1) tolling project in production within the continental United States
 - OR -
 - At least one (1) project in production within the continental United States which implements shape-based vehicle classification. Suitable projects include, but are not limited to:
 - Automated vehicle inspection
 - Border crossing
 - Red light camera system
2. The firm's hierarchy, overview of services performed, brief history of the firm, company size and client base.
3. The firm's recent (within the past 5 years) and relevant experience in the design, development and delivery of projects of similar scope and complexity.
4. The firm's knowledge of relevant technology, software applications, platforms, policies and procedures.
5. A list of three (3) clients, including the client(s) for whom the project(s) described in bullet 1 above were performed. The three (3) references should include:
 - Organization/client name/address
 - Contact person
 - Contact telephone number
 - Detailed description of vendor services provided to this client
 - Professional relationship with the organization/client

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 Proposal. In addition, failure to provide verifiable references will be cause for rejection of the Proposal.

6. Provide evidence of financial stability, specifically the following:
 - The firm's most current audited annual financial statements
 - Details of the firm's last bankruptcy, if any

- Details of any current/pending litigation within the past 5 years
- Details of any Defaults or Terminations on contracts within the past 10 years

6.6 Project Team’s Qualifications, Relevant Experience and Organization

This section shall describe the following:

1. The Proposer’s organizational structure, including any subcontractors, during the development and implementation of this project.
2. The Proposer’s organizational structure, including any subcontractors, during on-going maintenance.
3. A project organization chart, including any subcontractors, which indicates functional areas of responsibility as well as the number of staff by position.
4. The physical location of staff who will be working on this project.
5. The proposed project team; including the names, titles, qualifications, and relevant experience of the following Key Personnel.
 - Design/Development/Implementation team
 - Project Manager
 - System Architect
 - Software Design Lead
 - Quality Assurance Lead
 - On-going Maintenance
 - Project Manager
 - Maintenance Manager
 - Quality Assurance/Quality Control Manager
 - Engineering Manager / Team Lead
6. Availability and time commitment of all Key Personnel to the Project
7. Resumes for all Key Personnel, including any subcontractors. Resumes shall not exceed two pages (single-sided) per person.

6.7 Approach to Project Management

The proposal shall address Proposer’s approach to successfully implement and manage the Project:

1. Overall Project Management
2. Data and Access Security
3. Subcontractor/Vendor Management
4. Quality Assurance and Quality Control

6.8 Approach to Maintenance Support

The proposal shall address the items below regarding the Proposer’s approach to Maintenance Support.

1. Explain the Proposer’s approach to Maintenance Support that will meet or exceed all Maintenance Support Services and warranty requirements as specified in Appendix A.
2. Discuss the Proposer’s plan to coordinate the delivery of Maintenance Support Services with the Authority and Maintenance Provider.
3. Explain the Proposer’s training approach for the Proposer’s Maintenance staff and for Authority staff and designated representatives.
4. Provide a description of Proposer’s approach to issue resolution and bug fixes in software and firmware.
5. Provide a description of Proposer’s approach to developing and distributing software and firmware updates, patches, and upgrades.
6. Explain the Proposer’s approach to ensuring that all software, firmware, and operating systems remain supported and kept up to date with security patches.
7. Provide a sample Preventive Maintenance Schedule as described in Section 4.1.2 of Appendix A.

6.9 Equipment Storage

The Authority utilizes a NEMA 3R Aluminum P-type cabinet and toll zone buildings to house tolling equipment for the existing roadside toll collection system. The Contractor will be permitted to utilize existing roadside buildings for its equipment storage. The Contractor will also be able to utilize existing cabinets if space is available. If sufficient space is not available in the existing cabinets, the Contractor will be responsible for supplying and installing cabinets and performing any civil work, as necessary, to prepare a site.

To ensure a comprehensive price proposal, Proposers are strongly encouraged to visit the locations identified in Appendix B to gauge the usability of existing cabinets, conduits, and other infrastructure, and become familiar with the field of view, illumination, traffic patterns, or other items that may impact performance, maintainability, or availability of the AVDC.

For the toll zones currently in the design phase for AET conversion-related construction, the Authority will provide the civil work or buildings for equipment storage. To help ensure adequate space at these locations, the Proposer shall detail in its proposal the space requirements of its equipment configuration for all equipment that is not gantry-based.

6.10 Proposed Project Implementation Schedule

Proposer shall submit with their proposal a schedule for a fully developed and successfully tested AVDC which meets all the requirements of this RFP, on the John Kilpatrick Turnpike. This shall include the timing, duration, and sequence of activities, to complete this Turnpike in an efficient and timely manner.

It is anticipated that the Authority will have two weeks for review and comment on each submittal from the Contractor. It is further anticipated that submittals will require two review cycles.

While it is the Authority’s desire to go live on the John Kilpatrick Turnpike by December 31, 2021, the Authority will consider alternative timelines.

In addition, the Proposer shall provide a high-level schedule for the implementation of the AVDC system on the remaining Turnpikes as detailed in Appendix B, after receiving a NTP for that Turnpike.

6.11 Price Proposal

The Price Proposal applies to the John Kilpatrick, H.E. Bailey, Creek and Chickasaw Turnpikes, as well as other Turnpikes or toll zones that the Authority may select for the implementation of the AVDC system, during the contract period.

The Contract Price shall constitute the full compensation to be paid to the Contractor for performance of all Requirements in this RFP. The Price Proposal shall be submitted in the Excel format provided in Appendix D and in accordance with the instructions below.

1. DESIGN, DEVELOPMENT, AND INTEGRATION

Bid Price:

This price shall be bid as a one-time lump sum, fixed price for all work related to the design, development, and integration of the AVDC system to the current ETC system.

Compensation:

- The bid price will be paid upon successful completion of the Integration Validation Test (IVT). See Appendix A for details on the IVT.

2. SYSTEM COSTS

Bid Price:

This price shall consist of two parts:

- a. Equipment Related: A lump sum, fixed price by Toll Zone Configuration for all equipment related costs (see Table 1 below for a summary of Toll Zone Configurations and see Appendix B for details).

Toll Zone Configurations are defined by the number of lanes (and instrumented shoulders) in the same direction of travel at that tolling point. Equipment for a Toll Zone Configuration includes all gantry mounted equipment, equipment in roadside cabinets, and equipment installed in the roadside utility building.

The quoted prices must include all costs to the Proposer for materials, equipment, and any and all items of expenses (e.g., cabling, wiring, connectors, mounting hardware, cameras and triggering devices, racks, junction boxes, shipping, taxes, and duties).

A costed Bill of Materials detailing this equipment shall accompany the price proposal.

Toll Zone Configuration	1 Lane Zone	2 Lane Zone	3 Lane Zone	Dual Gantry	Single Gantry	Front License Plate Capture	Rear License Plate Capture
A	X				X	X	X
B	X				X		X
C		X		X		X	X
D		X			X	X	X
E			X		X	X	X

TABLE 1 - TOLL ZONE CONFIGURATIONS

- b. Non-equipment Related: A lump sum, fixed price for non-equipment related costs by Toll Zone Configuration.

The quoted price shall include all costs to the Proposer (e.g., installation, labor, testing, Maintenance of Traffic and lane closures, and system maintenance during installation prior to successful completion of the System Acceptance Test on each Turnpike).

Compensation:

- 75% of the price bid for the sum of 2a and 2b above, per Toll Zone implementation, will be paid upon OTA approval of the Onsite Installation Test (OIT) results for each Toll Zone implementation.
- 25% of the price bid for the sum of 2a and 2b above, per Toll Zone implementation, will be paid upon OTA approval of the System Acceptance Test results, performed at the completion of each Turnpike.
- The Contractor shall submit an invoice for payment for System Costs at the end of each calendar month.

3. ROADSIDE ENCLOSURES & RELATED CIVIL WORK

Bid Price:

This price shall be bid as a lump sum, fixed price for each toll zone location (See Pricing Sheet 2) where sufficient space is not available in the existing enclosures. This price shall include all costs related to furnishing and installing the enclosures.

The price shall also include any related civil work, where necessary, such as trenching for conduit, conduit, concrete pads, stanchions, etc.

Compensation:

The Contractor will be paid the bid price for each toll zone location and shall submit an invoice at the end of the calendar month in which this work was completed.

4. ON-GOING SYSTEM MAINTENANCE

Bid Price:

This shall be bid as an annual lump sum, fixed price for all costs related to On-Going System Maintenance by Toll Zone Configuration.

Compensation:

The Contractor shall submit an invoice for payment for On-going System Maintenance at the end of each calendar month, for each Toll Zone where OTA has approved the System Acceptance Test results.

6.12 Alternate Proposal

Proposers may submit a base proposal, an alternate proposal or both. Any proposal submitted must contain responses to all required sections of the RFP. The cover letter must indicate that it is an Alternate Proposal.

An Alternate Proposal is a proposal that contains the required basic functionality but not necessarily in the exact manner as defined in the SOW.

An Alternate Proposal must clearly indicate and identify any and all deviations from the SOW and describe how each of these changes will achieve substantially equivalent or better value to the Authority.

All costs related to the alternate methodology proposed, including but not limited to those defined in section 6.11, shall be all inclusive.

An Alternate proposal must include all costs related to the alternate methodology; any errors or omissions in the Proposers pricing will be at the Proposers expense.

6.13 Exceptions to Terms & Conditions

It is the Authority's intent to enter into an Agreement with the successful Proposer based on the specific Terms and Conditions included in this RFP.

The Proposers must state in the Proposal their acceptance to all Terms and Conditions as outlined within this RFP or, in the event a Proposer takes exception to any of the Terms and Conditions included in the RFP, the Proposer shall describe so in a "Statement of Deviation or Exception" document. The Statement must appear on the Firm's letterhead, be addressed to the Authority, be signed by a representative of the Firm, and must be included within the Firm's Proposal as an Addendum. The Authority will, at their sole discretion, determine if any modifications are warranted. Any accepted modifications will be documented via a formal addendum.

6.14 Evidence of Insurability

All bidders shall submit evidence of required insurance. Insurance requirements are detailed in Section 8.14 Insurance and Indemnification.

6.15 Bid Bond

A bid bond is required in the amount of 5% of the proposed fixed price for Design, Development, and Integration, part 1 of the Price Proposal, detailed in Section 6.11. The bid bond is to accompany the submitted bid proposal. Further details on the bid bond are listed Section 8.8 Bonds.

6.16 Affidavit of Non-Collusion

The “Affidavit of Non-Collusion” in Section 9 must be executed by an authorized agent of the responding Firm, notarized, and included within the Firm’s Proposal.

7 EVALUATION PROCESS AND SELECTION CRITERIA

7.1 Selection Criteria

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

- Approach to Scope of Work and Requirements
- Firm’s Qualifications, Experience and Financial Sustainability
- Project Team’s Qualifications, Relevant Experience and Organization
- Approach to Project Management
- Approach to Maintenance Support
- Proposed Project Implementation Schedule
- Price Proposal

7.2 Interviews and Live Demonstration

Based on an initial review of the proposals, the Authority may require some or all Proposers to participate in an interview and to demonstrate the ability of their proposed solution to satisfy the specifications and requirements provided herein. The specific 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 or demonstrations.

7.3 Conduct of Demonstration

- 7.3.1 Proposers shall inspect the job site for familiarization with existing and controlling conditions and limitations prior to the Vendor Demonstration. The Britton Road toll plaza, Plaza 104, on the Kilpatrick Turnpike has been designated as the site for AVDC Vendor Demonstration. Proposers will be allowed to schedule a one-day job-site inspection with Authority representatives.
- 7.3.2 Proposer shall contact the Authority representative named in Section 5.4 of the RFP. Arrangements for the job-site inspection shall be made by the prime contractor only. Subcontractors shall make arrangements through the prime contractor.
- 7.3.3 Proposer shall perform this product demonstration at no cost to the Authority. In other words, Proposer shall bear all equipment, infrastructure, installation, travel, and all other costs associated with installing and uninstalling all equipment and performing the demonstration.

- 7.3.4 Proposer shall provide the lane closures required to access equipment and structures necessary to perform installation and removal.
- 7.3.5 Proposer shall provide all maintenance of traffic for equipment installation and removal. Maintenance of traffic shall follow MUTCD standards and shall follow the Authority procedures for lane access and all other appropriate safety requirements.
- 7.3.6 Each selected Proposer shall have seven (7) days to install and tune their equipment, then a further fourteen (14) days to capture data (minimum of 16,000 vehicle transactions) and then uninstall their AVDC. Note that equipment installation and removal shall occur between 9 a.m. and 3 p.m.
- 7.3.7 Participating Proposers shall present their findings at a post-demo presentation. The post-demo presentation will be held at a time and date to be determined by the Authority.

7.4 Demonstration Requirements

- 7.4.1 Proposers shall accurately detect each vehicle as it traverses the toll zone.
- 7.4.2 Proposers shall accurately classify each vehicle as it traverses the toll zone according to the classification scheme to be provided.
- 7.4.3 Proposers shall provide a means of viewing each vehicle detection and classification as it occurs in real time. This shall allow for remote access and not require physical access to the Proposer's AVDC.
- 7.4.4 Proposers shall capture and store all detection and classification parameters for each vehicle. Proposers shall provide sufficient storage capacity to retain all captured data; the Authority will not provide storage on its systems for this purpose.
- 7.4.5 Proposers may store the captured vehicle data locally or use a cloud-based solution. If cloud storage is used, the vendor shall coordinate with the Authority prior to installation to ensure it meets the Authority's information technology security requirements.
- 7.4.6 Proposers shall provide the stored vehicle data in a format that can be read by standard data viewing tools such as Microsoft Excel spreadsheets, or can be converted to such a format.
- 7.4.7 Proposers shall provide detection and classification data that is accurately timestamped at a resolution of one millisecond or less so that it can be compared to DVR footage and transaction data from the toll system.
- 7.4.8 Proposers shall ensure that their system is synchronized to the same Network Time Protocol (NTP) time source as the Authority toll system.

7.5 Demonstration Evaluation

- 7.5.1 The Authority will review a sample of vehicle transactions occurring in various weather conditions, time of day, and traffic conditions.
- 7.5.2 The Authority will utilize the Functional Requirements and Performance Requirements listed in this RFP to evaluate the Demonstration.

8 TERMS AND CONDITONS

8.1 Taxes

The Proposer/Contractor must provide a tax-payer identification number to the Authority. Except to the extent expressly provided to the contrary elsewhere in this 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 this Contract. In other words, the Contractor is responsible for paying all taxes on purchases made to fulfill this 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 Agreement

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 and shall use any such data and records only as needed by Contractor 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, to the extent applicable.

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 of this 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 pursuant to a prior contract; 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 the agent, representative 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 this Contract wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of the Authority. Any assignment of this Contract in violation of the foregoing shall be, at the option of the Authority, void. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.5 Termination at the Authority's Option

The Authority shall have the right at any time, with or without cause, to terminate further performance of the work, upon one hundred eighty (180) days advance written notice to the Contractor, specifying the effective date of termination. On the date of such termination stated in said notice, the Contractor shall discontinue performance of the work and shall preserve work in progress and completed work, pending the Authority's instructions, and shall turn over such work in accordance with the Authority's instructions.

Upon termination, the Contractor will be paid for services actually performed up to the termination date, based upon proration of the payment schedule set forth in this Agreement.

8.6 Indemnity

The Contractor has the absolute and entire responsibility and liability for all damage, loss or 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 not issue any news releases nor to issue any advertising pertaining to work or this Contract without first obtaining the written approval of the Authority.

8.8 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 one hundred eighty (180) days from the proposal date. Withdrawal of the proposal without authorization or failure

to successfully execute a contract within thirty (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 of their proposal; see Appendix E. 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
- Named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsuring Companies” as published annually (1 July) in Circular 570 by the U. S. Department of Treasury.

8.9 Audit of Records

In the event a contractual agreement is created pursuant to this RFP, the contract must contain the following audit clause.

The Contractor shall permit Authority designated personnel the right to examine the Contractor’s relevant financial and operational records related to this agreement. Authority shall have the right to audit and verify statements submitted by the Contractor pursuant to this agreement. The Contractor 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.

8.10 Proposal Costs Incurred

The Authority is not liable for any costs incurred by Firms responding to or participating in any part of this procurement process, including but not limited to travel expenses, tolls, research expenses, or transmission fees. This also includes the Demonstration, if applicable.

8.11 Proprietary Information

All Providers are hereby notified that all information contained within their Proposals, whether of a proprietary nature or not, will be handled in accordance with applicable laws, regulations, and policies of the Authority, including the Oklahoma Open Records Act. If the Provider wishes, the Provider can submit 2 Proposals – 1 that is unredacted, but marks information deemed confidential and 1 that redacts all information deemed confidential.

8.12 Contract Approval

This RFP does not, by itself, obligate the Authority. The Authority’s obligation will commence when the contract is approved by the Board of Directors or the Board’s designee. Upon written notice to the Provider, the Authority may set a different starting date for the contract. The Authority will not be

responsible for any work performed by the Provider, even work done in good faith, if it occurs prior to the contract start date set by the Authority.

8.13 Termination for Default

If the Authority determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the Authority may, by providing written notice to the Contractor, terminate the contractor's right to proceed with part or all of the remaining work.

If at any time during Phase 1 or Phase 2, the Contractor is not achieving substantial progress towards completion of the project based on the approved project schedule, the Authority may terminate the contract due to the criticality of the AVDC system to the Authority's revenue collection.

8.14 Insurance and Indemnification

8.14.1 The Contractor shall protect, indemnify, save and hold harmless the Authority, its officers, agents, and employees from all suits, actions, or claims of any kind or character brought because of injuries or damages received or sustained by any person, persons, or property on account of any operation of the Contractor, its agents, employees, sub-contractors or any others authorized by the Contractor to perform work as specified under any contract for services which may result from responding to this RFP.

8.14.2 The Contractor shall at its own expense procure and maintain in force the insurance coverage of the types and with minimum limits, set forth below from companies authorized to do business in the State of Oklahoma prior to executing a contract for services. Before commencing any work hereunder, the Contractor shall furnish to the Authority certificates of insurance as required herein showing that it has complied with this condition.

8.14.3 In the event any of the work performed by the Contractor is sublet or assigned or is otherwise to be performed by anyone other than the Contractor's own employees, then the insurance specified in this section must be extensible to cover such work.

8.14.4 All insurance policies required under this RFP and any ensuing Contract shall be maintained in force until completion of the work and shall include an endorsement requiring thirty (30) day prior written notice to the Authority before any material change or cancellation is made effective. The Authority shall be named as an additional insured on the policies described.

8.14.5 Types and minimum limits of insurance required:

For the duration of the contract, 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.

- Commercial General Liability Insurance ("Occurrence Form") with a minimum combined single limit of liability of \$1,000,000 each occurrence for bodily injury and property damage; with a minimum limit of liability of \$1,000,000 each person for personal advertising injury liability; and a minimum limit of liability of \$1,000,000 each occurrence for products/completed operations liability. Such policy shall have a

general aggregate limit of not less than \$2,000,000. The products/completed operations liability coverage shall be maintained in full force and effect for not less than three years following completion of the Contractor's services. The policy shall be endorsed to name the Authority, including respective affiliates, directors and employees, as additional insured with respect to claims arising out of services performed under this Contract. Such endorsement shall be made upon ISO Endorsement CG 20 10 04 13 in combination with 20 37 04 13.

- Workers Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the Contractor employees and Employer's liability insurance with a minimum limit of \$1,000,000 each accident. The Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system.
- Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall have a limit of not less than \$2,000,000, together with \$100,000 for property damage on account of each occurrence. This policy shall be endorsed to name the Authority, including respective affiliates, directors, and employees, as additional insured with respect to claims arising out of the use of motor vehicles under this Contract.
- Professional Liability (Errors & Omissions) Insurance in an amount not less than \$1,000,000 per claim, for damages caused by any act or omission of the Contractor, or of any other person for whose acts or omissions 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.

8.15 Revenue Loss

The Contractor acknowledges that its performance under this Agreement is critical to the operations and revenue collection of the Authority.

When revenue is lost due to equipment failure, the Contractor will be responsible for these lost revenues if the Contractor has been informed of the problem and the Contractor does not respond and/or repair with the specified time period or when the equipment failure is a result of Contractor negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the Contractor for that amount. Such estimate will be calculated using the PIKEPASS toll rate for all transactions. The exception to this provision would be catastrophic events as determined by the Authority.

Contractor shall be responsible for all other losses and damages sustained by the Authority, including lost revenue, resulting from the negligence of Contractor’s employees, agents and servants.

Contractor shall not be liable to the Authority for indirect, special, consequential or punitive damages unless due to Contractor’s gross negligence or will full misconduct; provided, however, notwithstanding the foregoing, nothing herein shall preclude the Authority from pursuing all legal remedies which it may have to recover lost revenues resulting from failure of its system. The Authority will not exercise these rights in an arbitrary or capricious manner.

The Authority will not pursue claims for less than \$20,000 per incident. The intent of this subsection is not to define each individual toll transaction as an “incident.” The Contractor recognizes that if tolls are lost, they will individually be less than \$20,000. If a Subsystem, software program or piece of equipment fails on a one-time or continuing basis, the Contractor will be liable for such loss if the aggregate exceeds \$20,000.

8.16 Ownership Rights and Licensing

All data, forms, procedures, custom software, manuals, system descriptions and workflows developed or accumulated by the Provider under this contract shall be owned Authority. The Provider may not release any materials without the written approval of Authority. Ownership of all pre-existing intellectual property and any derivatives of said intellectual property of Provider and Provider’s licensors shall remain with Provider.

9 REQUIRED FORMS

**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 fullfill 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: _____

