

TEXAS DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES DIVISION

SPECIFICATION NO.  
TxDOT 968-77-10  
DATED: APRIL 2007

AUTOMATED SPEED NOTIFICATION SERVICES

PUBLICATION

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1. SCOPE: This solicitation is a Request for Proposal (RFP) for service to provide turnkey automated speed notification services including installation, operation, data collection, maintenance of all equipment and mailing of notifications for TxDOT in conjunction with the Texas Transportation Institute (TTI). The service shall:
  - 1.1. Be performed in a six month duration commencing on dates established by TxDOT.
  - 1.2. Include, but not be limited to, the following three TxDOT District locations (Ref. Location Maps and Image Attachments):
    - 1.2.1. Interstate Highway 10 (IH-10) in Hudspeth County (El Paso District).
    - 1.2.2. State Highway 6 (SH 6) between College Station and Navasota (Bryan District).
    - 1.2.3. SH 6 between Bryan and College Station (Bryan District).
  - 1.3. PURPOSE: The purpose of this project is for TxDOT to assess and evaluate all elements of an automated speed notification system (using speed-over-distance measurement) its related technology(ies) and overall effectiveness on speed violations within the designated locations in accordance with the following:
    - 1.3.1. Transportation Code 545.351 through 545.365
    - 1.3.2. Procedures for Establishing Speed Zones (TxDOT Manual) located at  
<ftp://ftp.dot.state.tx.us/pub/txdot-info/gsd/manuals/szn.pdf>
2. DEFINITIONS OF TERMS AND ACRONYMS
  - 2.1. IACP – International Association of Chiefs of Police
  - 2.2. LAN – Local Area Network

- 2.3. OCR – Optical Character Recognition
  - 2.4. PM – Project Manager
  - 2.5. ROW – Right of way
  - 2.6. TTI – Texas Transportation Institute.
3. BACKGROUND: Research and crash statistics have clearly shown that the following facts are directly related to speeding:
- 3.1. Driving at a speed that is greater than the average speed of free-flowing traffic increases crash risk.
  - 3.2. Violating speed limits, regardless of the mean speed of traffic, increases crash risk.
  - 3.3. Crash severity also rises with speed.

All of these factors are reflected in crash statistic in the United States where 30% of traffic fatalities in 2004 were speeding related (i.e., over the limit or too fast for conditions), with some states, such as Texas, having higher rates (40%) of such fatalities (U.S. Department of Transportation, 2005).

A June, 2004 evaluation of the United Kingdom's extensive network of mobile and fixed-site speed cameras concluded that the number of vehicles exceeding the speed limit dropped 71% at fixed camera sites and 24% at mobile camera sites; that speeding 15 mph or more above the limit fell 80% at fixed sites and 28% at mobile sites; and speed reduction was particularly notable in urban areas with lower speed limits (30 – 40 mph) as compared to rural sites with speed limits above 40 mph (Gains et al., 2004). An April, 2006 review by The Cochrane Collaboration (Wilson et al., 2006) of published research found that all but one of the studies reviewed showed reductions in speed after the deployment of speed cameras, with reductions ranging from 5% to 70%. The proportion of vehicles traveling more than 10 mph over the speed limit fell 50 – 65%. Properly deployed, speed cameras reduce speeding.

Similar evidence of the effectiveness of cameras in reducing speeding can be seen in data from the Washington, D.C. speed camera program. Speeding violations dropped steadily from 25.5% of vehicles monitored in the first month of the program (August, 2001) to 2.2% in March, 2006 (District of Columbia, 2006).

When considering the various types of measuring speed in an automated fashion (single fixed cameras, mobile cameras, and speed-over-distance camera systems), speed-over-distance camera systems are arguably fairer to drivers. With a single camera, a momentary lapse of attention can result in a violation of the enforced speed limit. When speed is measured and then averaged over some distance, say five miles or more, the driver has the opportunity to drop the vehicle's speed back into compliance.

4. RESPONDENT QUALIFICATIONS: The respondent shall:
- 4.1. Be a company engaged in the business of providing services in similar size and scope for a minimum of three years within the last five years. Recent start-up businesses do not meet the requirements of this solicitation.
  - 4.2. Have a minimum of three years experience providing automated red light enforcement within the last five years.

- 4.3. Have a minimum of one year experience within the past three years providing automated speed enforcement.
- 4.4. Have experience working with local or state governments in providing similar services.
- 4.5. Be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.

When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

- 4.5.1. Balance sheets.
- 4.5.2. Net working capital.
- 4.5.3. Current asset ratio.
- 4.5.4. Liquidity ratio.
- 4.5.5. Auditor(s) notes.
- 4.5.6. Any notes to the financial statements.

5. KEY PERSONNEL QUALIFICATIONS: The respondent shall provide the following key personnel:

- 5.1. PM: The respondent shall designate a PM with a minimum of three years experience within the last five years in project management for similar services.
- 5.2. Additional Personnel: The respondent shall designate key personnel with a minimum of two years of experience within the last five years in the services referenced in Para. 9. and shall have the knowledge to develop and implement the service requirements in this solicitation.

6. KEY PERSONNEL REQUIREMENTS

- 6.1. The PM's primary responsibility shall be the day-to-day operation of the service in accordance with the requirements of the purchase order.
- 6.2. The PM shall be a permanent staff employee and shall serve as a constant primary point of contact for TxDOT.

7. PERSONNEL CONTINUITY AND REPLACEMENT:

- 7.1. TxDOT recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM or Key Personnel will require that the vendor propose a replacement. In the event that such a replacement is necessary, vendor agrees that no personnel shall begin work on the project without prior written approval from TxDOT.

- 7.2. The vendor agrees that the PM and Key Personnel assigned to the project shall remain available for the entirety of the project throughout the term of the purchase order as long as that individual is employed by the vendor and until the project is complete.
  - 7.3. If TxDOT determines that the PM and Key Personnel is unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
  - 7.4. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. A profile and references will be requested for the proposed replacement(s). TxDOT may reject any replacement if references or past working performance is questionable or unfavorable. TxDOT will be the sole judge of the qualifications of the proposed replacement personnel.
8. VENDOR REQUIREMENTS: The vendor shall:
- 8.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.
  - 8.2. Provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the purchase order.
  - 8.3. Provide maintenance and support on any equipment needed for this service throughout the term of the purchase order.
  - 8.4. EMPLOYEE BACKGROUND CHECK: Conduct employee background check for each employee that will be working on the project and any future employee prior to beginning work on project. Employee background check is to include but not limited to:
    - 8.4.1. Social Security Number verification.
    - 8.4.2. Texas statewide criminal records check (Department of Public Safety) and physical search of criminal records to include but not limited to Texas, its counties and out of state counties based on the known current and previous addresses of the applicant for the last seven years.
    - 8.4.3. Personnel with Class B misdemeanor offenses or above shall not be considered to work on this service project and must not be allowed access to TxDOT documents.
    - 8.4.4. Persons with Class C misdemeanor offenses or below are subject to disqualification.
  - 8.5. Have each employee sign Non-Disclosure Agreement. The vendor shall provide a sample of the vendor's Non Disclosure Agreement form to TxDOT.
9. SERVICE REQUIREMENTS: The vendor shall coordinate its efforts with TxDOT and other agencies affected by the project. The vendor shall work closely with TxDOT to ensure design compatibility and uniformity.
- 9.1. AUTOMATED SPEED ENFORCEMENT: The vendor shall provide a state of the art automated speed enforcement system that shall incorporate, but not be limited to, the following features:
    - 9.1.1. A speed-over-distance automated speed enforcement system that calculates the speed of vehicles over a specified set distance for both passenger vehicles and trucks.

- 9.1.2. Permanent installation and maintenance of the automated speed enforcement system for the duration of the purchase order.
- 9.1.3. Radar, laser or other proven technology that is IACP approved for speed measurement with a maintenance record to assure equipment is calibrated, programmed and functioning properly to a tolerance of  $\pm 2$  mph. Laser technology is preferred.  
  
NOTE: Any detection requiring roadway pavement embedment will not be allowed.
- 9.1.4. Cameras and supporting hardware and software shall collect a readable license plate image in various lighting and environmental conditions for both passenger vehicles and trucks.
- 9.1.5. Equipment shall be programmed to identify violators exceeding speed limit tolerances of 5 mph for daytime, nighttime and truck speed limits.
- 9.1.6. Equipment Power Input: 120 VAC  $\pm 10\%$ , 60 Hz  $\pm 3$  Hz
- 9.1.7. Equipment shall operate over an ambient temperature range of -25°F to 120°F. Relative humidity range not to exceed 95% over the temperature range of 40°F to 110°F.
- 9.1.8. Provide secure method to store, access and transmit data requiring security authorizations at various levels.
- 9.1.9. Operate 24 hours a day with data collection down time of ten minutes per hour to allow collected data to be downloaded through a secure network connection, protected by an encryption algorithm incorporating a 128 or higher bit key.
- 9.1.10. Each license plate image shall include the time, date, and location of the violation.
- 9.1.11. Accuracy of speed-over-distance speed readings shall be at a level of accuracy to support legal action.
- 9.1.12. Provide TxDOT with detailed plans of equipment installation prior to installation at each demonstration location.
- 9.1.13. Use TxDOT's Traffic Control Standard Sheets to provide traffic control in accordance with the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Control Standards during installation, maintenance, and removal of automated speed enforcement equipment. TxDOT's Traffic Control Standard Sheets can be found on the TxDOT website at:  
  
<http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm>
- 9.1.14. Provide all traffic control services detailed in the above plan during installation, maintenance, and de-installation of automated speed enforcement equipment.
- 9.1.15. Provide TxDOT with three days notice prior to commencing any installation, maintenance or de-installation activities within the ROW to allow TxDOT to inspect traffic control devices.

9.2. NOTIFICATION PROCESSING: The vendor shall:

- 9.2.1. Establish and maintain a process for mailing, tracking and issuing Notification Letters to violators exceeding speed limit by 5 mph (Ref. Para. 9.1.5.).
- 9.2.2. Obtain in-state and out-of-state name and address of vehicle owner, corresponding with the registration number of the vehicle.
- 9.2.3. Issue sequentially numbered Notification Letters within six business days through certified mail.
- 9.2.4. Follow the Notification Letter format and content provided by TxDOT.
- 9.2.5. Provide the license plate image as a printed supplement to the Notification Letter(s).
- 9.2.6. Report undeliverable Notification Letters to TxDOT.

9.3. SUPPORT: The vendor shall:

- 9.3.1. Coordinate with both TxDOT and TTI during equipment installation.
- 9.3.2. Provide TxDOT and TTI with four weeks advance notice and location of installation to provide adequate time for pre-installation data collection traffic study.
- 9.3.3. Provide complete installation of all electronic equipment at each installation location, including traffic control services.
- 9.3.4. Coordinate with the designated TxDOT Bryan and El Paso district representatives as appropriate to ensure the safe installation of the equipment.
- 9.3.5. Provide provisions for hardware and software upgrades, repair, replacement, calibration, and maintenance of any electronic equipment including time frame to complete.  
  
NOTE: Defective cameras or other equipment shall be repaired or replaced within 24 hours.
- 9.3.6. Provide complete removal of all electronic equipment at each installation location, including traffic control services, at the completion of the purchase order. Coordinate with the designated TxDOT representatives in the Bryan and El Paso districts as appropriate.

10. VENDOR DELIVERABLES: The vendor shall submit:

- 10.1. PROJECT SCHEDULE: The vendor shall provide to the TxDOT representative a detailed project schedule and work plan for all project tasks. The PM shall monitor and update the project schedule and work plan, revising as appropriate, with written approval from TxDOT. The plan shall include, but is not be limited to, the following:
  - 10.1.1. An Implementation Schedule to include equipment delivery date, duration of installation, and testing of the equipment.
  - 10.1.2. A logical sequence of tasks and deliverables included in the project period.

- 10.1.3. A clear definition of each task and deliverable.
  - 10.1.4. Staff requirements for each task and deliverable.
  - 10.1.5. A specific target completion date for each task and deliverable including duration of de-installation.
  - 10.1.6. Task and deliverable relationships and dependencies.
- 10.2. REPORTS, DATA FILES AND DATA STORAGE: The vendor shall submit reports and data as requested by TxDOT. Reports and format standards will be approved by TxDOT and shall be submitted via file transfer protocol (FTP) to the designated TxDOT representative. Reports shall include, but not be limited to, the following:
- 10.2.1. Monthly Status Reports: Monthly status reports shall be provided to TxDOT to summarize activities and milestones reached in the project.
  - 10.2.2. Raw Data Files: Raw data files shall be provided to the designated TxDOT and TTI representatives weekly. Each raw data file shall be provided in comma delimited format and shall include, but not be limited to the following information for each vehicle captured by the automated speed enforcement system:
    - 10.2.2.1. Demonstration location.
    - 10.2.2.2. Installation entry location if applicable.
    - 10.2.2.3. Date of image capture.
    - 10.2.2.4. Time of image capture.
    - 10.2.2.5. Lane placement of vehicle.
    - 10.2.2.6. Vehicle type to level of stratification available.

NOTE: A key defining the format and syntax of the data file shall be provided to TxDOT and TTI.
  - 10.2.3. Processed Data Files: Processed data files shall be provided to TxDOT and TTI monthly. Each data file shall be provided in comma delimited format and shall include, but not be limited to the following for each demonstration location:
    - 10.2.3.1. Demonstration location.
    - 10.2.3.2. Number of vehicles measured.
    - 10.2.3.3. Number of successful license plate photos captured.
    - 10.2.3.4. Number of successful OCR readings of license plate photos.
    - 10.2.3.5. Number of successful matches between system entry and exit points.
    - 10.2.3.6. Number of successful OCR readings validated.
    - 10.2.3.7. Speeds of validated OCR readings.

- 10.2.3.8. Number of Notification Letters issued stratified by zip code.
- 10.2.3.9. Number of Undeliverable Notifications returned.

NOTE: A key defining the format and syntax of the data file shall be provided to TxDOT and TTI.

10.2.4. Data Storage: Provide data storage through the duration of the purchase order including format, length of time, retrieval requirements, daily, weekly or monthly reports as to number of vehicles measured, number of license plate photos captured, number of successful license plate photos captured, number of successful OCR readings of license plate photos, number of successful matches between system entry and exit point, number of successful OCR readings validated, speeds of validated OCR readings, number of Notification Letters issued, number of Undeliverable Notifications returned. Data shall be:

- 10.2.4.1. Kept secure and confidential.
- 10.2.4.2. Transferred to TxDOT within 30 days of completion of services.

- 11. QUALITY ASSURANCE PLAN: The vendor shall provide a comprehensive, continuous, and measurable quality assurance plan. The plan shall include:
  - 11.1. Strategies and processes to promote quality and accuracy in the speed and notification processes.
  - 11.2. Procedures to periodically measure and report quality performance to TxDOT throughout the term of the purchase order.
  - 11.3. How the vendor ensures the accuracy of the equipment to  $\pm 2$  mph.
  - 11.4. Controls to be used within the project to assure quality and consistency throughout the life of the project.
- 12. SAFETY: The vendor shall provide its personnel with all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, safety vests etc.
- 13. TxDOT RESPONSIBILITIES: TxDOT will provide:
  - 13.1. Review and approve in writing all deliverables in the specification.
  - 13.2. Approval and acceptance of the equipment installation.
  - 13.3. A contract manager and point of contact.
  - 13.4. A TTI project manager and point of contact.
  - 13.5. Access to appropriate data systems and information.
  - 13.6. Format and content for Notification Letters.
  - 13.7. Approval of reports and format standards.

13.8. Contract Administration, perform periodic audits or field reviews as needed to ensure that the vendor is operating the program under the terms of the agreement executed between TxDOT and the vendor.

14. SUBCONTRACTING: Subcontracting is allowed under the following circumstances.

14.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.

14.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.

14.3. The vendor shall be the only contact for TxDOT and subcontractor(s).

14.4. The vendor shall maintain all project management, schedules, performance and responsibilities for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.

14.5. TxDOT reserves the right to request the removal of the vendor's subcontractor staff deemed unsatisfactory by TxDOT.

14.6. Subcontracting shall be at the vendor's expense.

14.7. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. It is the respondent's determination if they choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.

14.7.1. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBs may be registered will be noted in the solicitation.

14.7.2. The respondent shall identify all proposed subcontractors at the time of response submittal. The required forms with video instructions can be found at the following website:

<http://www.tbpc.state.tx.us/hub/forms/hubsubcontplan.html>

14.8. HSP PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT: After award the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. One copy of this report shall be submitted monthly to TxDOT's Business Opportunity Programs Office, and one copy shall be submitted with the invoice. Only actual payments made to subcontractors are to be reported. These reports will be required monthly even during months when no payments to subcontractors have been made. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

14.9. TxDOT retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.

15. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN: The respondent shall submit a business continuity and disaster recovery plan (limit one page) which shall include the following:
  - 15.1. Business continuity procedures that shall be implemented to fulfill all requirements of the purchase order in case of fire, theft, natural disaster, technical difficulty, workforce problems or other disruption of business.
  - 15.2. A disaster recovery plan for recovery of the data for this service shall be maintained in case of fire, theft, natural disaster, or technical difficulty. The vendor shall be responsible for all cost of the disaster recovery plan. The disaster recovery plan may include the transfer of this service to a subcontractor as approved in writing by TxDOT.
  
16. SOFTWARE DELIVERY AND INTELLECTUAL PROPERTY RIGHTS:
  - 16.1. DELIVERY: The vendor shall:
    - 16.1.1. Deliver all custom and reuse software, if used, as machine readable source files, and linkable or executable modules, and printed source listings, in addition to installed and operating copies of the programs (baseline software or hardware configuration shall not be created such that only vendor could change).
    - 16.1.2. Identify the tools required for the modification and compilation of the custom and reuse software programs.
    - 16.1.3. Deliver source codes for all custom and reuse software programs developed under the purchase order with all needed support resources needed to edit, compile and link these programs on the central processors, including, but not limited to: CASE tools, compilers, editors, and function libraries used in the development of the programs.
    - 16.1.4. Deliver all documentation concerning protocol for reuse and custom software, source code, commented listings, descriptions of software structure, database utilization, and instructions necessary to convert the source code into an operational system.
  - 16.2. SOFTWARE: The vendor shall not:
    - 16.2.1. Create software that only the vendor could modify.
    - 16.2.2. Create or utilize reuse software that is not in the public domain.
  - 16.3. CUSTOMIZED SOFTWARE LICENSE: The vendor shall not place any legend on the custom or reuse software, which restricts TxDOT's rights in such software unless the restrictions are set forth in a license agreement approved and executed by TxDOT.
  - 16.4. OWNERSHIP
    - 16.4.1. The vendor shall transfer to TxDOT or purchase for TxDOT all licenses to software acquired in conjunction with this project, including all original media, documentation, warranties, licenses, applications software, and developmental software used in developing custom applications.

- 16.4.2. In the event that custom software development is required, TxDOT will own the entire rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to the custom software development documentation, software, and any other intellectual properties created for custom software and versions thereof, and all works based upon, derived from, or incorporating works thereof, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the custom software and copyrights arising there from, and in and to all rights corresponding to the custom software and versions thereof throughout the world. TxDOT shall retain ownership of all production and historical data produced by the proposed system.
- 16.5. **SOFTWARE LICENSING:** The vendor shall provide for TxDOT to have escrow account access to, and receive, the source codes and data for any licensed products upon the failure or demise of the vendor's company.
17. **TRAVEL:** All travel and per diem shall be included in the turnkey price.
18. **CONFLICT OF INTEREST:** The vendor or vendor's subcontractor(s) covenants that it does not have, nor shall it acquire any interest that would conflict in any manner with the performance of its obligations in regard to services authorized.
19. **FEDERAL FUNDING:** The purchase order will be supported in part with Federal funds, therefore, the following citations may apply:
- 19.1. 42 U.S.C. §§2000d-2000d-7, with the exception of Sections §§2000d-5 and 2000d-6, also known as – Title VI of the Civil Rights Act of 1964.
- 19.2. 49 C.F.R. Subtitle A – Office of the Secretary of Transportation.
- 19.3. OMB A-87 – Office of Management and Budget Circular relating to Cost Principles.
- 19.4. OMB A-102 – Office of Management and Budget Circular relating to Administrative Requirements.
- 19.5. OMB A-133 – Office of Management and Budget Circular relating to Audit Requirements.
20. **EQUIPMENT PURCHASE:** TxDOT reserves the right to negotiate with the vendor for the purchase of the equipment prior to the expiration of the purchase order.
21. **AMENDMENTS:** TxDOT and the vendor reserve the right to amend the purchase order by mutual written agreement at any time during the term of service, as may be necessary to achieve the highest quality of production by the most efficient and cost-effective means or to include a different element or special feature that was not contemplated or fully developed the time of solicitation. The amendment process will be accomplished through a Purchase Order Change Notice (POCN).
22. **INVOICING INSTRUCTIONS:** The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original and one copy of the invoice shall be mailed to the address shown on the purchase order and shall include the following:
- 22.1. Purchase order number.

- 22.2. Vendor Employer Identification Number (EIN).
- 22.3. Date and time of service.
- 22.4. Location of service.
- 22.5. Invoices that require correction(s) shall be re-submitted with a new invoice date.
23. PAYMENT REQUIREMENTS: The vendor shall submit invoices for the following deliverables.
- 23.1. Project Schedule- 10%
- 23.2. Equipment Installation and Traffic Control Plan- 5%
- 23.3. Equipment Installation and acceptance- 20%
- 23.4. Reports and Data for Month 1- 10%
- 23.5. Reports and Data for Month 2- 10%
- 23.6. Reports and Data for Month 3- 10%
- 23.7. Reports and Data for Month 4- 10%
- 23.8. Reports and Data for Month 5- 10%
- 23.9. Reports and Data for Month 6- 10%
- 23.10. Equipment De-installation- 5% payment upon de-installation.
24. RESPONSE SUBMISSION: Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration. The response submission shall be submitted in the following format:
- 24.1. GENERAL FORMAT: The respondent shall submit one signed and dated original (marked Original) and five copies (marked Copy). The submission shall be in separate loose leaf binders on one sided 8-1/2 X 11-inch paper and shall be tab-indexed corresponding to the sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged. Include only the information specified for each section. Finished proposals shall be limited to a maximum of 40 pages excluding submission items in Para. 24.2.1. thru 24.2.6. and 24.2.11.
- 24.2. ORIGINAL RESPONSE: The original response shall include the following:
- 24.2.1. Section 1 – Schedule 1 – Pricing
- NOTE: Include five copies of the Schedule 1 - Pricing in a sealed, separate envelope with the original submittal.
- 24.2.2. Section 2 – Schedule 2 – Company Profile and History

- 24.2.3. Section 3 – Schedule 3 – Key Personnel (PM) Qualifications and References: Complete and return for each proposed key personnel (PM) position.
- 24.2.4. Section 4 – Schedule 4 – Additional Personnel Qualifications and References: Complete and return for each additional personnel position. The respondent shall include any subcontractors, who will be part of the respondent's additional personnel providing the service.
- 24.2.5. Section 5 – Schedule 5 – Respondent References: Respondent shall submit references (for all identical and similar services, which are alike in size and scope) that verify the qualifications and experience requirements for services completed within the past three years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references.
- 24.2.6. Section 6 – Original, signed and dated Execution of Proposal.
- 24.2.7. Section 7 – Financial Standing: The respondent shall submit:
- 24.2.7.1. The most recent two years audited financial statements, or if audited financial statements are unavailable, un-audited financial statements shall be submitted and certified as true, correct and accurate by the chief financial officer or treasurer of the respondent's company. (Ref. Para. 4.5.)
  - 24.2.7.2. Additional information demonstrating financial stability and ability to meet the financial responsibilities for the requirement to perform this service.
- 24.2.8. Section 8 – Company Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience:
- 24.2.8.1. Provide a brief description of related or similar services performed within the last three years.
  - 24.2.8.2. Managing related or similar services of the same size and scope.
  - 24.2.8.3. Submit a proposed staffing plan, including subcontractors. This plan should describe the number of staff proposed for this project, the functions they will perform, and the percentage of time they will be assigned to this project during the contract term.
- 24.2.9. Section 9 – Demonstration of Capability: The respondent shall describe their approach and ability to meet the service requirements as specified in the solicitation. The response should be specific and address all requirements described in the solicitation. Respondent shall submit written documentation addressing how the vendor intends to meet the following:
- 24.2.9.1. Service Requirements (Ref. Para. 9.)
    - 24.2.9.1.1. Automated Speed Enforcement.

- 24.2.9.1.2. Notification Processing.
- 24.2.9.1.3. Support.
- 24.2.9.2. Vendor Deliverables (Ref. Para. 10.)
  - 24.2.9.2.1. Project Schedule.
  - 24.2.9.2.2. Reports, Data Files and Storage.
- 24.2.9.3. Quality Assurance Plan (Ref. Para. 11.)
- 24.2.10. Section 10 – Business Continuity and Disaster Recovery Plan: Respondent shall submit a contingency and recovery plan detailing how they propose to meet the specifications in the event vendor service is interrupted. The plan shall detail the vendor's backup and recovery process (Ref. Para. 15).
- 24.2.11. Section 11 – HUB Subcontracting Plan
- 24.3. COPIES: The five reproduced copies (marked Copy) shall include only the following tab-indexed sections:
  - 24.3.1. Section 2 – Schedule 2 – Company Profile and History
  - 24.3.2. Section 3 – Schedule 3 – Key Personnel (PM) Qualifications and References
  - 24.3.3. Section 4 – Schedule 4 – Additional Personnel Qualifications and References
  - 24.3.4. Section 5 – Schedule 5 – Respondent References
  - 24.3.5. Section 8 – Company Qualifications and Experience
  - 24.3.6. Section 9 – Demonstration of Capability
  - 24.3.7. Section 10 – Business Continuity and Disaster Recovery Plan
- 25. RESPONSE EVALUATION: Only complete responses with the required submittal documents) and meeting minimum qualifications will be considered (Ref. Attachment A – Minimum Response Submission Requirements). Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.
  - 25.1. STEP 1 – INITIAL EVALUATION: A TxDOT evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy TxDOT requirements.
    - 25.1.1. Respondent qualifications and response submission information will comprise 60% of the evaluation total.
    - 25.1.2. Pricing submitted for the solicitation requirements will be 40% of the evaluation total.

- 25.2. STEP 2 – ORAL PRESENTATION AND DISCUSSION: TxDOT may request that selected respondents give a presentation to TxDOT. A TxDOT evaluation committee will evaluate and score each presentation. All responses will be evaluated according to the respondent's ability to best satisfy TxDOT requirements.
- 25.2.1. Respondents should be prepared to address any questions that may be asked by TxDOT evaluators.
- 25.2.2. Proposed key personnel may be expected to attend and participate in the presentation. TxDOT will notify the respondent with a list of titles or individuals who should attend the presentation. TxDOT will advise each respondent in writing of the location, date and time of their scheduled presentation. Preferably, a minimum of two weeks notice will be given to the respondent(s) selected for the oral presentation phase; however, there may be times when a shorter time frame is required.
- 25.2.3. After oral presentations, TxDOT reserves the right to continue discussions or negotiations with selected respondent(s).
- 25.3. STEP 3 – BEST AND FINAL OFFER (BAFO): TxDOT may determine to award the purchase order for the service without requesting a BAFO, if it is in the best interest of TxDOT. TxDOT reserves the right to request a BAFO from selected respondent(s). The respondent(s) shall submit a final price and any added value or incentives. If more than one respondent reaches this level, the negotiated terms, references, BAFO and best value will be the considered in the award, but TxDOT will make the final determination on what is the best value and solution for TxDOT.
26. AWARD: TxDOT reserves the right to award a purchase order to the company that provides the best service and value to TxDOT in performance of this service.
- 26.1. BEST VALUE: TxDOT will be the sole judge of best value. Best value criteria may include, but is not limited to:
- 26.1.1. Best meets the goals and objectives of the solicitation as stated in the Service Requirements (Ref. Para. 9.).
- 26.1.2. Best meets the quality and reliability of the proposed goods and services.
- 26.1.3. Experience in successfully providing services in the solicitation.
27. POST AWARD MEETING: Vendor(s) shall be required to attend a post award meeting in Austin, Texas with TxDOT within five calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding work plans, which shall be executed by both parties, wherein vendor(s) and TxDOT shall identify specific goals, strategies and activities planned for meeting particular program area objectives.
28. CONTRACT ADMINISTRATION: Administration of the purchase order is a joint responsibility of the TxDOT Division and TxDOT Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.
- 28.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.

28.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and point-of-contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:

28.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.

28.2.2. Managing the financial aspects of the contract including approval of payments.

28.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.

28.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.

28.2.5. Other areas as identified by the Texas Building and Procurement Commission State of Texas Contract Management Guide, latest edition.

**ATTACHMENT A**

**MINIMUM RESPONSE SUBMISSION REQUIREMENTS  
 (PROVIDED FOR INFORMATION ONLY)**

Respondent: \_\_\_\_\_

Reviewed Minimum Response Submission Requirements: \_\_\_\_\_

RESPONSE SUBMISSION REQUIREMENTS	YES	NO	COMMENTS
1. Section 1 – Schedule 1 – Pricing. (Ref. Para. 24.2.1.)			
2. Section 2 – Schedule 2 – Company Profile and History. (Ref. Para. 24.2.2.)			
3. Section 3 – Schedule 3 – Key Personnel (PM) Qualifications and References. (Ref. Para. 24.2.3.)			
4. Section 4 – Schedule 4 – Additional Personnel Qualifications and References (Ref. Para. 5.1 and 24.2.4.)			
5. Section 5 – Schedule 5 – Respondent References. (Ref. Para. 24.2.5.)			
6. Section 6 – Original signed and dated Execution of Proposal. (Ref. Para. 24.2.6.)			
7. Section 7 – Financial Standing. (Ref. Para. 4.5 and 24.2.7.)			
8. Section 8 – Company Qualifications and Experience. (Ref. Para. 24.2.8.)			
9. Demonstration of Capability. (Ref. Para. 24.2.9.)			
10. Business Continuity and Disaster Recovery Plan. (Ref. Para. 15 and 24.2.10.)			
11. HUB SUB Contracting Plan. (Ref. Para. 24.2.11.)			

**SCHEDULE 1**  
 PRICING

**INSTRUCTIONS:** Respondent shall enter pricing for deliverables listed below. Pricing below will be used for evaluation purposes only. TxDOT reserves the right to negotiate final pricing.

<b>TURNKEY PRICING INCLUDES DELIVERABLES LISTED BELOW</b>	<b>PRICING PER ITEM</b>
Equipment usage for the service period	
Installation and acceptance of equipment	
De-installation of equipment	
Traffic Control Plan and Services	
Notification Processing	
Reports and Data	
<b>TOTAL TURNKEY PRICING</b>	\$
<b>NOTE: RESPONDENT MAY ADD ADDITIONAL DELIVERABLES AND PRICING BELOW THAT WERE NOT CONSIDERED IN THE RFP. TXDOT WILL MAKE THE FINAL DETERMINATION ON ALL DELIVERABLES.</b>	
<b>TOTAL PRICING</b>	\$

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**SCHEDULE 2**  
 COMPANY PROFILE AND HISTORY

Respondent shall use this schedule or a facsimile to clearly show how they meet the requirements set forth in the response submission. (Ref. Para. 24.2.2.)

Respondent Name:	
Addresses: Physical: Mailing:	
Phone Number: Fax Number:	
Legal Status: Type of Organization, i.e., corporation, partnership, sole proprietorship	
Name: Phone Number: Email address: of person to contact with questions regarding the solicitation.	
Number of years in business and scope of operation.	
Name and title of person signing the response:	
<b>DOCUMENTATION OF RESPONDENT HISTORY AND QUALIFICATIONS:</b>	
Experience and capabilities in the areas of services to be provided. Respondent should address the following:  (repeat requirements in Specification e.g. experience working with state government, experience in the transportation industry, etc.	

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**SCHEDULE 3**

**KEY PERSONNEL (PM) QUALIFICATIONS AND REFERENCES**

Respondent Name: \_\_\_\_\_

The respondent shall complete one profile not to exceed 2 pages for the PM to be assigned to this purchase order. TxDOT reserves the right to reject the proposed Key Personnel if references or past working performance are questionable or unfavorable.

KEY PERSONNEL (PM) INFORMATION		RESPONSE AREA
Full Name:		
Number of years employed by respondent:		
KEY PERSONNEL QUALIFICATIONS AND REQUIREMENTS		# YRS EXP.
Number of years experience in (required service):		
Specific education, qualifications, training, certifications:		

**Reference #1**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

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**SCHEDULE 3 (CONTINUED)**

KEY PERSONNEL (PM) QUALIFICATIONS AND REFERENCES

**Reference #2**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

**Reference #3**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

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**SCHEDULE 4**

ADDITIONAL PERSONNEL QUALIFICATIONS AND REFERENCES

Respondent Name: \_\_\_\_\_

The respondent shall complete one profile not to exceed 2 pages for the PM to be assigned to this purchase order. TxDOT reserves the right to reject the proposed Key Personnel if references or past working performance are questionable or unfavorable.

KEY PERSONNEL (PM) INFORMATION		RESPONSE AREA
Full Name:		
Number of years employed by respondent:		
KEY PERSONNEL QUALIFICATIONS AND REQUIREMENTS		# YRS EXP.
Number of years experience in (required service):		
Specific education, qualifications, training, certifications:		

**Reference #1**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

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**SCHEDULE 4 (CONTINUED)**

ADDITIONAL PERSONNEL QUALIFICATIONS AND REFERENCES

**Reference #2**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

**Reference #3**

<b>Name of Organization:</b>			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
<b>Project Title:</b>			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

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**SCHEDULE 5**  
 RESPONDENT REFERENCES

**Respondent Name** \_\_\_\_\_  
**Reference #1**

Customer Name:	
Project Title:	
Contact name:	
Contact Title:	
Business Address:	
E-mail Address:	
Phone Number:	
Project start & end dates:	
Date system operational in production environment:	
Project description:	
Project cost: (Implementation and operational services)	
Outcome of project: (i.e., on time, on budget, and met customer needs)	
Scope of work performed:	
Staff assigned to engagement that are proposed for work on this project, including their roles and responsibilities:	
Software application and specific modules installed	
Technical environment (hardware and operating system)	
Types of interfaces, if applicable, including interfaces, middleware used, and other factors demonstrating the ability to integrate to existing applications	

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**SCHEDULE 6**

EXECUTION OF PROPOSAL  
RFP NO. B442007038354000

**RESPONDENT SHALL COMPLETE AND RETURN THIS EXECUTION OF PROPOSAL WITH THEIR RESPONSE. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE SOLICITATION.**

**By signature hereon, the respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the respondent or the firm, corporation, partnership, or institution represented by the respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section §15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section §2155.004, Texas Government Code (TGC), the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section §231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Numbers with the Execution of Proposal.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section §618.001, relating to contracting with an executive of a state agency. If Section §618.001 applies, respondent shall provide the following information as an attachment to this response. Provide the Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this offer.

**SCHEDULE 6 (CONTINUED)**

EXECUTION OF PROPOSAL  
RFP NO. B442007038354000  
DATE:

**FAILURE TO SIGN THE "EXECUTION OF PROPOSAL" WILL RESULT IN REJECTION OF THE PROPOSAL.**

**RESPONDENT (COMPANY):**

**SIGNATURE (INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED):** \_\_\_\_\_

**TITLE:**

**STREET:**

**CITY/STATE/ZIP:**

**TELEPHONE NO. and FACSIMILE No:**

**EMAIL ADDRESS:**

**PAYEE IDENTIFICATION NUMBER (PIN):**

**In the case of a tie between two or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, TxDOT will draw lots to break the tie.**

**Check below if preference claimed under Rule 1 TAC 113.8**

- 1. Supplies, materials, equipment, or services produced in Texas/offered by Texas bidders
- 2. Agricultural products produced or grown in Texas
- 3. Agricultural products and services offered by Texas bidders
- 4. USA produced supplies, materials and equipment
- 5. Products of persons with mental or physical disabilities
- 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- 7. Energy efficient products
- 8. Rubberized asphalt paving material
- 9. Recycled motor oil and lubricants
- 10. Products produced at facilities located on formerly contaminated property
- 11. Products and services from economically depressed or blighted areas

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