

**REQUEST FOR PROPOSALS FOR
PROCUREMENT OF REAL TIME TRAFFIC FLOW DATA**

**ISSUING OFFICE
Pennsylvania Turnpike Commission
Engineering Department**

RFP NUMBER

13-40110-4118

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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides Proposers with sufficient information to enable them to prepare and submit proposals for consideration of the Pennsylvania Turnpike Commission (PTC) to provide real-time speed and/or travel time information for the selected section of Turnpike System (“Project”).

This Project will provide the Commission with high quality, timely, reliable and relevant traffic speed and/or travel time information for their use and dissemination.

I-2. Issuing Office. This RFP is issued for the Commission by the Engineering Department.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services to be provided as stipulated in Part IV of the RFP; requirements which must be met to be eligible for consideration can be found in **Appendix A-Minimum Data Requirements**; general evaluation criteria; and other requirements to be met by each proposal.

I-4. Problem Statement. The dissemination of timely and accurate traveler information is a key component in the efficient use of transportation facilities. The speed and travel time data collected, processed and provided for further dissemination as part of this project is key information for travelers.

The Issuing Office has determined that this project is necessary for the following reasons:

- a. The Commission has the goal of effectively and efficiently operating the transportation system in the Commonwealth.
- b. There is a need for a comprehensive statewide traveler information program. The success of this program rests on information that is provided consistently across the Commonwealth, is timely and accurately reflects conditions.
- c. The Commission is committed to the ongoing operation of a traveler’s information system and extending the uses of the speed and travel time data that is collected.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Sub-contracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period, use of any subcontractors by the selected Proposer that were not previously identified in the proposal must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a Proposer may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing**

situations may cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subcontractor to more than one prime Proposer responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I.9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with **RFP 13-40110-4118** in the Subject Line to be received no later than 12:00 PM local time on **Monday, July 1, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or evaluation criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **12:00 PM, local time on Tuesday, July 23, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to Contracts Administration Department by the above-listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should consist of four (4) hard copies of the Technical Submittal and four (4) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROMs or Flash Drives in Microsoft Office or Microsoft Office-compatible format. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM or Flash Drive, separate from the technical submittal.**

The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix G** to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120 days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this RFP.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Proposals shall be limited to fifty pages (not including appendices) of text no smaller than 12pt. Times New Roman font, 8½ x 11 inch page size (larger pages are allowed for figures, cut sheets or tables, but they must be folded into the overall proposal and used sparingly).

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining “best and final offers.” To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission’s option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

the extent to which the information is known outside of his business;
the extent to which the information is known by employees and others in the business;
the extent of measures taken to guard the secrecy of the information;
the value of the information to his business and to competitors;
the amount of effort or money expended in developing the information; and
the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior written approval of the Commission, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-22. Terms of Contracts. The terms of the contract will commence on the Effective Date (as defined below) and will end within three (3) years after validated data goes on line. In addition the Commission reserves the right to extend the contract for an additional two (2) year period. The Commission shall fix the Effective Date after the contract has been fully executed by the Proposer and by the Commission and all approvals required by the Commission’s contracting procedures have been obtained.

I-23. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission, or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.

- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the cover letter to this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-24. Performance Bond. When awarded the contract, furnish a Performance Bond, with sufficient surety or sureties, in an amount equal to 100% of the contract price. Have the bond specify that the contracted work will be completed in a manner satisfactory to the Commission. Have the bond state that the Commission is not liable for any expenses incurred through the failure to complete the work as specified, nor liable for any damages growing out of the carelessness of the Contractor, the Contractor's employees, or subcontractors.

Have participants in a joint venture submit a single Performance Bond and a single Payment bond, each signed by both the joint participants and by their surety. These bonds are to cover their joint and individual liability.

I-25. Insurance.

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.
3. All insurance required herein, with the exception of the Professional/Errors and Omissions Liability Insurance shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Subcontractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years – the required completed operations period.
4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention's of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commission's written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best's rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.
 - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.
 - **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000 each occurrence;
 \$1,000,000 personal and advertising injury;
 \$2,000,000 general aggregate; and
 \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
 - General aggregate limit applying on a per project/ location basis;
 - Liability arising from premises and operations;
 - Liability arising from the actions of independent contractors;
 - Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
 - Liability arising from the explosion, collapse or underground (XCU) hazards (If Applicable)
 - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- **Workers’ Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; employer’s liability insurance with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
 1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
 2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
 3. Maritime Coverage under the Jones Act, where applicable.
- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$5,000,000 per occurrence;
\$5,000,000 aggregate for other than products/completed operations and auto liability; and
\$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **Pollution Liability (If Applicable)** Insurance

- Occurrence/Claims Made Limit: \$1,000,000 per project
- Insurance to be maintained for the duration of the work for a period of two years thereafter
- No Exclusions for Silica, Asbestos or Lead.
- Include Mold Coverage for full policy limit of liability.

C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use **Appendix G**) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II- 8 hereof; (ii) Cost Submittal, in response to Part II-9 hereof.

The Commission reserves the right to request additional information, which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Proposal Cover Sheet (Appendix G)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Intelligent Transportation System/Traffic Department, RFP 13-40110-4118**. In addition it is required that all information requested in **Appendix G** be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

II-2. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-3. Management Summary. Include a narrative description of the team's technical approach and a list of the items to be delivered or services to be provided.

II-4. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained. Include a detailed project schedule or similar type display, time related, showing each event anticipated by the Proposer. If more than one approach is apparent, comment on the reason(s) for choosing a particular approach.

The work plan must specifically outline the proposed data validation program, addressing the elements outlined in **Appendix A-Minimum Data Requirements**.

The work plan must include a tabulation that indicates for each of the route sections listed in **Appendix B-Coverage Area**, the anticipated number of hours per day that high confidence/real-time time data can be provided, the number of hours per day that blended data (real-time data blended with historic data) can be provided and the number of hours per day that only historic data will be provided.

The work plan must address the segment lengths the Proposer intends to provide for each section of the Turnpike. This information should be provided in a format similar to Table 1 in **Appendix B**. The format and standards that the proposer will use to meet the Roadway Segmentation/Granularity Requirements must also be included in the work plan.

II-5. Past Performance - The Proposer must be able to demonstrate their personal and previous work experience (Department of Transportation or related State, Regional, or Municipal Agency) with ITS integration and other tasks required to complete this project. The Proposer must also submit information on contracts/subcontracts performed over the past five (5) years for organizations (commercial, state, local, Federal, etc.) involving similar or related services. The Proposer shall submit no more than 10 contract/subcontract descriptions for the entire proposed team (Proposer plus major subcontractors). The Proposer must submit this information on the most recently completed contracts/subcontracts or on-going contract/subcontracts that are at least three months into the period of performance. The following information must be provided.

- Customer name, address, and telephone number.
- Technical office point(s) of contact (name, telephone number, and email address).
- Contracting/Business office point(s) of contact (name and telephone number).
- Date of contract award and period of performance.
- Total contract dollar value at time of award.
- Start/End dates of Contract. Identify if the contract was completed early, late, or on-time.
- Brief description of product or services.
- Brief description of the contract's relevance to the Task Areas of this project.

II-6. Personnel. Include the number and names where practical, of key professional personnel who will be engaged in the work. The proposal shall demonstrate the Proposers ability to perform the tasks described in **Part IV of the RFP**. Include the Project Manager, who will serve as the Proposer's overall Point of Contact for the project and the Manager of the 3rd Party validation process. Document the experience of these individuals to demonstrate a minimum of three (3) projects and five (5) years successfully managing projects of similar size and content.

Identify any subcontractors you intend to use and the services they will perform Where subcontractors are named, include information regarding their role, personnel to be provided, and through resumes or similar documents, their educational background and experience. Indicate the responsibilities each will have in this project and how long each has been with the named subcontractor.

II-7. Training. Training on the use of any and all of the materials, software, etc. as pertaining to the project will be arranged with the Commission. Training will be performed by the Proposer for Commission personnel to educate the users about data uses and integration.

II-8. Commitment to Diversity and Inclusion

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

II-9. Cost Submittal. The information requested in this section shall constitute your cost submittal.

The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM, separate from the technical submittal.

Proposers should **not** include any assumptions in their cost submittals. If the Proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The following materials **must** be provided in the sealed Cost Submittal. Failure to complete this form in its entirety may result in rejection of the proposal.

- 1. Completed Cost Submittal-Appendix C.**

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR EVALUATION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

1. **Project Approach:** This section will include specific methods and approach to be used to complete the project requirements, identify any potential complications or difficulties that might be encountered in the implementation of required services along with suggested resolution for each. The project approach must describe in detail all of the methods that will be used to collect the speed data (including probe data and fixed sensors), process it, package and transmit it to the Commission and how the Commission will retrieve the data so that it can be integrated into other systems. It must also address the method in which the Proposer intends provide data in more detail by using segments shorter than the standard Traffic Management Center (TMC.) The project approach must describe in detail the validation method of the data that must include statistically significant sampling to ensure the data is accurate and timely. The Proposer should outline the methods that will be used to collect the data and how it will be integrated into the data stream.

2. **Proposer Team Qualifications:** This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, and relevant project experience of both the project team and key personnel assigned to this project. Describe your team's experience (within the past 3 years) with similar projects including detailed description and reference contact information. This section will also include the organization and responsibilities of the proposed team for this project as well as the Proposer's financial ability to undertake a project of this size.
3. **Cost:** Emphasis here is on the Proposer to demonstrate to the Commission that the above criteria and the technical requirements of the RFP (see **Appendix A**) can be completed within a cost efficient manner. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission. The Proposer shall use the **Appendix C-Cost Submittal- Basis of Payment**. Submitted in accordance with Section I-21 of the RFP.
4. **Understanding the Problem:** This refers to the Proposer's understanding of the needs, objectives and requirements of this project and of the nature and scope of the work involved.
5. **Commitment to Diversity and Inclusion (D/M/WBE) Participation.** This refers to the inclusion of D/M/WBE firms, as described in Part II-8, and the extent to which they are expected to participate in this contract. Participation will be measured in terms of total dollars committed to certified D/M/WBE firms.

PART IV

WORK STATEMENT

IV-1. Objectives

General - The objective of this RFP is to acquire the services of the Proposer to provide the Pennsylvania Turnpike Commission with real-time speed and travel time data (see definitions in **Appendix A**) on their roadways throughout the Pennsylvania Turnpike Commission as specified in **Appendix B**.

IV-2. Nature and Scope of the Project. The roadways included in this project are the portions of the turnpike system identified in **Appendix B**. The data provided with this RFP is intended to allow the Commission to collect and disseminate roadway conditions and potential alternative routes to motorists, helping to reduce congestion via the Pennsylvania Turnpike Commission - Advanced Traveler Information System (ATIS), Work Zone Monitoring and transportation planning and research. The data will not be used for enforcement purposes. It is envisioned that probe-based technologies will be utilized. Physical-based sensor technologies will also be allowed. See **Appendix F-Physical Sensors Installation Requirements** for requirements for physical-based sensors. All data will be validated using a third party validation process proposed by the Proposer and reviewed, negotiated with and approved by the Commission.

IV-3. Work Tasks

A. Task A – Mobilize and Validate Data Stream

1. Mobilize all equipment, data, hardware and software required to provide the real time speed and travel time data stream. Data requirements are shown in **Appendix A**.
2. Receive approval from the Commission for any or all data sensors specified for in the technical proposal followed by installation of the approved sensors. If any or all sensors being proposed require physical installation, refer to **Appendix F** for Commission requirements.
3. The proposer will validate the data stream. The detailed plan for the validation process will be developed by the proposer and executed by an independent third party. The validation must include statistically significant sampling to ensure that the requirements of all parts of **Appendix A**, Section 1.3 Minimum Technical Requirements are met. The details of the program will be developed by the proposer. The draft Validation Plan must be submitted within 30 days of the Notice to Proceed. The Commission will review the plan and provide comments or approval. If revisions are required, the Proposer will revise the Plan as necessary and resubmit for approval. The data will be validated initially prior to the data stream becoming live. The validation process will be completed under **Task A**.
4. **Task A** is envisioned to be completed within two months of Notice to Proceed.

B. Task B – Providing Real-Time Speed and Travel-Time Data for Roadways

1. Provide real-time speed and travel time data to the Commission in accordance with the Technical Requirements outlined in **Appendix A** for the coverage area that is outlined in **Appendix B**.

2. Provide Data Validation. The Commission reserves the right to request a validation review one time per year. If there are areas identified where the data is found to be not in compliance, the proposer will take corrective actions within 15 calendar days.
3. All data provided shall also be archived and made available to the Commission as specified in the Technical Requirements in **Appendix A**.

IV-4 Project Management Plan

The selected Proposer shall develop and maintain the Project Management Plan by incorporating input from all parties as deemed necessary to establish the overall direction and goals of the project. At a minimum, the following documents shall be incorporated into the Project Management Plan:

- Project Charter/Scope Document
- Stakeholder expectations
- Project Expectations, goals, and benefits
- Project Work Plan including activities/tasks for:
 - a. Issue Management
 - b. Risk Management
 - c. Change Control Management
 - d. Communication Management
 - e. Project Execution
 - f. Performance monitoring/quality assurance plan
 - g. Project Close-Out

IV-5 Meetings and Reporting

1. **Scheduled Meetings.** Upon being given a Notice-to-Proceed, the successful Proposer shall meet monthly at minimum with the Commission's Project Manager and representatives to assess the status of the tasks included in IV-3 above, as directed by the Commission. This will be known as the Project Status Meeting. The Project Manager will schedule all meetings and will select location. It is anticipated that most meetings will take place either via telephone or at Turnpike Central Administration Building located at 700 South Eisenhower Blvd., Middletown, PA 17057
2. **Project Status Reports.** – Each month, the Proposer will provide a report that details the work completed during the prior month as well as detail the work to be completed in the next month. This report will include all work performed by the Proposer's engineers, subcontractors, and construction staff.
3. **Problem Identification Reports.** An "as required" report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

IV-6 Project Milestones

The following table summarizes the key milestones and the currently estimated schedule for these milestones. .

Milestone	Estimated Date
1. Notice-to-Proceed (NTP)	Agreement Execution Date
2. Network Ready for Initial Validation	NTP + 1 month
3. Verified Data Goes on Line	NTP + 2 months
4. On-going Validation	As requested by the Commission
5. End of Initial 36 month contract	NTP + 36 months (Fall 2016)
6. End of first 12 month optional contract extension	NTP + 48 months (Fall 2017)
7. End of second 12 month optional contract extension	NTP + 60 months (Fall 2018)

IV-7 Changes in Coverage

1. The Commission reserves the right to add mileage to the coverage area of the project. Evaluations will be conducted no more frequently than quarterly by the Commission to determine if a change in the amount of roadway mileage is necessary.
2. If coverage is to be added, written notice of the limits of the added coverage will be given to the Proposer 30 calendar days in advance of the first day of the month for which the coverage will be changed.

Addendum No. 1

RFP # 13-40110-4118

PROCUREMENT OF REAL TIME TRAFFIC FLOW DATA

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

Following are the answers to questions submitted in response to the above referenced RFP as of Monday, July 1, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Is On-Demand Validation Testing (Appendix A, Page A-11, Section 4.2) the same as the validation indicated in RFP Section IV-3.B.2 (Page 17) which states, “The Commission reserves the right to request a validation review one time per year”?

Yes, it is the same testing.

2. Are the costs for on-demand or annual validation efforts to be included in Offeror’s Network Traffic Flow Data PTC pay item, or will this be paid separately using the Mobilization PTC pay item?

The costs for the on-demand validation are incidental to the contract.

3. Are any of the following types of Insurance applicable to this project? Professional Liability, Pollution Liability and Explosion, Collapse or Underground Hazards.

The insurance requirements are as outlined in section I-25 of the RFP. Pollution Liability insurance will be applicable only if in-ground construction is undertaken.

4. What is the placement and type of existing sensors on the Pennsylvania Turnpike?

The existing microwave radar detectors are arrayed throughout the Philadelphia and Pittsburgh regions. Data from these sensors will NOT be available for use on this contract.

5. With the Commission reserving the right to request additional validation but not requiring this as part of the project, how should the fees for these possible validation efforts be shown in the cost proposal as an option or some other way?

The costs for the on-demand validation are incidental to the contract.

6. With “reference speed” being capped at legal posted speed limit, will the Commission provide these legal speed limits for the Pennsylvania Turnpike by mile post?

Yes. The legal speed limit information will be provided to the successful proposer.

7. Will the PTC and its existing PTC ATIS data systems vendors be responsible for their costs of integrating the XML data feeds with the existing PTC ATIS data systems?

Yes. As noted in section D.2.vii of Appendix A, the proposer will have to work closely and coordinate with the ATIS contractor. The proposer’s costs for this will be borne by the proposer.

8. Who are the existing PTC ATIS data systems vendors?

The current ATIS contractor is Telvent / Schneider Electric.

9. Are any clearances / approvals / or review needed to place temporary Bluetooth readers on roadside (ground based at foot of sign or guard rail post)?

Yes. The requirements of Appendix F – Physical Sensor Installation Requirements must be followed for all sensor installations, including temporary installations, however, it is expected that submissions for temporary Bluetooth installations would only require locations and installation details for review and approval

All other terms, conditions and requirements of the original RFP dated June 11, 2013 remain unchanged unless modified by this Addendum.