

# Ohio Department of Transportation Request for Proposal #519-14 SCAN Web Software Replacement

Proposal Issue Date: February 24, 2014

Intention to attend Pre-Proposal Conf.: March 11, 2014
Mandatory Pre-Proposal Conf.: March 13, 2014

Proposal Inquiry Period Ends: March 17, 2014, 11:00 AM Eastern Time

Proposal Due Date: March 25, 2014, 11:00 AM Eastern Time

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## REQUEST FOR PROPOSAL #519-14 Ohio Department of Transportation SCAN Web Software Replacement

#### I. PROPOSAL INTRODUCTION

### 1. Proposal Purpose

The Ohio Department of Transportation (ODOT) is seeking proposals from providers of a Road Weather Information System (RWIS) Software Applications to support its statewide Snow & Ice Removal Operations. A critical success factor for this new RWIS application is the ability to communicate with and retrieve data from the current ODOT-RWIS infrastructure of pavement sensors and atmospheric hardware attached to Environmental Sensing Stations (ESS).

The objective of this proposal is to purchase an RWIS software application package to replace the existing application currently being used by ODOT.

The system must be fully capable of storing, retrieving, and processing RWIS data and documents according to the laws established by the State and Federal governments.

The system must be fully configurable to meet ODOT's needs, supporting pre-defined and user-defined forms and reporting capabilities. The system should be an open architecture design, which could be used in future developments of an integrated system.

### 2. Project Location

The project described in this document may involve development work done at an offsite location, however, project work involving implementation and support activities shall take place at ODOT Central Office and/or State of Ohio Computing Center (SOCC):

Ohio Department of Transportation 1980 West Broad Street Columbus, OHIO 43223

State of Ohio Computing Center 1320 Arthur E. Adams Drive Columbus, Ohio 43221

Additional project work may take place at ODOT District Offices and County offices where ODOT pc's and users are located.

Training activities may take place at any and all of the above locations or at another location in close proximity to the above locations or close proximity to 1980 West Broad Street.

#### 3. Location of Data

The Proposer may require the use of State data for development, maintenance, and testing work at an offsite location. ODOT restricts the use of the ODOT network for transmittal of data. However, data may be transferred using ODOT approved methods, with written approval from the ODOT Information Technology Department. This approval will only be granted upon receipt of a letter certifying the following: the data will be maintained in a secure manner; the data will not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data will be destroyed. The letter must also disclose the location of the data while under the control of the Proposer. Subject to Executive Order 2011-12K, all services must be performed within the United States.

#### II. PROPOSAL GUIDELINES

#### 1. Proposal Process

The proposer needs to follow the ODOT Office of Contract Sales Purchasing Services Instructions for Proposals, (see IV. Instructions For Submitting Proposals), referring to the General Definitions for proposal and contract terms (see V. General Definitions), and following the terms and conditions (see VI. General Terms and Conditions) to comply with the Proposal Process.

The RFP includes the following instructions specific to Ohio Department of Transportation, Division of Operations, Office of Maintenance Administration, Scan Web Software Replacement Proposal Process listed in steps 1 through 7 below, to participate in ODOT's Request for Proposal and subsequent Award of Contract for Scan Web Software Replacement.

- Step 1. Verify all materials listed in the RFP Structure are received
- Step 2. Utilize the Proposal Inquiry process as necessary
- Step 3. Attend the mandatory Pre-Proposal Conference
- Step 4. Prepare the Proposal Content
- Step 5. Deliver the Proposal Content
- Step 6. Respond to ODOT during Proposal Evaluation as necessary including but not limited to; responding to questions from the Review Panel, providing pricing clarifications or adjustments as requested, and conducting a Solution Presentation if invited.
- Step 7. ODOT Evaluates the Proposals
- Step 8. ODOT Awards the Contract

#### 2. RFP Structure

This RFP is organized into seven parts as listed below.

#### Parts

- Part 1, Proposal Introduction
- Part 2, Proposal Guidelines
- Part 3, System Solution Requirements
- Part 4, Instructions for Submitting Proposals
- Part 5, General Definitions
- Part 6, Standard Terms and Conditions
- Part 7, Attachments

#### 3. Proposal Inquiries

Proposers may submit questions/inquiries regarding this proposal via the ODOT Office of Contracts Pre-Bid Question website, available at the following URL:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/PurchasePBQ.aspx

ODOT will post replies to vendor-submitted questions typically within 2 business days. Replies are available for viewing at the following URL:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/PBQ-Answers.doc

No Proposal Inquiries will be accepted after March 17, 2014 at 11:00 AM.

All known Proposers shall be notified by email of any addenda that are issued as a result of any changes in the requirements of this RFP. All addenda shall also be posted to the following ODOT website for viewing:

http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Lists/PurchaseUpcomingITBs/RFP.aspx

**Please note:** A copy of all addenda issued shall be included in your final, submitted Proposal. This serves as an acknowledgement to ODOT that the vendor understands any additions, subtractions, changes, etc. shall be incorporated into this RFP. Failure to include a copy of all addenda issued shall result in a Proposal being deemed non-responsive.

### 4. Mandatory Pre-Proposal Conference

ODOT will hold a **mandatory** Pre-Proposal Conference on March 13, 2014 from 1:00 PM to 4:00 PM at:

Ohio Department of Transportation 1980 West Broad Street Columbus, OH 43223

**Please note:** Failure to attend this mandatory pre-proposal conference will immediately disqualify a Proposer from being considered for award of this contract.

At this meeting, proposers will have the chance to ask questions and see a brief demonstration of the existing system. Please email (contracts.purchasing@dot.state.oh.us) 2 business days (by Tuesday March 11<sup>th</sup>) in advance of the meeting with a list of attendees. Once the list of attendees is received, further details on location will be shared.

#### 5. Proposal Content

Proposals, in addition to complying with the Instructions for Submitting Proposals, must include at a minimum:

- An original signed, Proposal cover letter must be included with the Proposal submittal. The cover letter should state the purpose of the submittal and be an original signature by a representative of the offering organization authorized to bind the Proposer, including the representative's title, address, and telephone number.
- All three signed and completed forms; Signature Page, Offeror Certification Form, and High Value Data Indemnification Agreement with an original signature by a representative of the offering organization authorized to bind the Proposer. Refer to Attachments.

- ☑ A hard copy of all issued addenda.
- A description of the Proposer's organization, including a summary of previous experience which qualifies the Proposer to successfully deliver the system described in this document. Include specific details of related experience, such as dates of work or assignment, names and addresses of client organizations, or other details that appropriately support the Offeror's ability and experience to deliver the proposed system.
- A list of the key individuals from the Proposer's organization who will be involved in delivering the Proposer's COTS solution. For each individual, include his/her role, responsibilities, and a brief résumé of experience.
- ☑ The Mandatory Requirements must be addressed in the Proposer's written proposal in sufficient detail to determine that the mandatory requirements will be met. The table below lists this RFP's mandatory requirements.

Table of Mandatory Proposal Requirements for Acceptance		
Mandatory Requirements for Selection	Reject	Accept
A COTS solution is sought that is flexible, upgradable, and easily configurable to meet the unique requirements of the ODOT Division of Operations and Office of Maintenance Administration. The solution shall provide ODOT highway and transportation managers with reliable road weather and pavement information, along with current roadway surface and traffic data, to help them continually improve advisory strategies, control strategies, and treatment strategies for snow and ice removal.		
Mandatory Offeror Experience Requirement		
The Offeror must have a demonstrated track record of successfully configuring and installing the modules offered in the Commercial Off The Shelf (COTS) Solution. Include one completed Offeror Experience Summary (see Attachment Four) for each proposed module in the COTS Solution with specific details on Company/DOT where the module is being used in production, Contact information, Project information, Key dates and Duration of the module in production.		

☑ A Proposal that details how the Proposers Solution Proposal will meet the System Solution Requirements (See III. System Solution Requirements for further details) as listed below in the Proposed Solution Table outlining content required for Section 1 through Section 3.

Proposed 9	Proposed Solution			
Troposou Columbia		Yes	No	
Section 1	Section 1 Application Solution Requirements as outlined below in 1.0 through 5.0			
	1.0 – Application User Interface Requirements			
	2.0 - Hardware Integration Requirements			
	3.0 – Reporting Requirements			
	4.0 – Web Interface Requirements			

Proposed 9	Content F	Provided?	
Порозси		Yes	No
5.0 - Application Enhancement & Upgrades			
Section 2	Section 2 Support and Training Solution Proposal		
Section 3	Technology Solution Proposal		

☑ A Proposal that details how the Offerors Solution Proposal will meet the Project Management Requirements (See Section 4: Project Management Expectations for further details) as listed below in the Proposed Solution Table outlining content required for Section 4.

Proposed 9	Proposed Solution			
Порозец	Solution	Yes	No	
Section 4	Project Management Solution Proposal			
	A high-level project plan detailing how the Proposer will implement the proposed system addressing, at a minimum, the project management goals and tasks described in Section 4.			
	Project Management Success Goals			
	Task 1. Discovery			
	Task 2. Construction			
	Task 3. System Testing			
	Task 4. Training			
	Task 5. User Acceptance Testing			
	Task 6. Data Management			
	Task 7. Deployment			
	Task 8. Application Support, Maintenance, and Enhancement			

A Proposal that details how the Proposers Solution Proposal will meet the Pricing Requirements (See Section 5 Pricing Requirements for further details) as listed below in the Proposed Solution Table outlining content required for Section 5.

Proposed 9	Solution	Content P	rovided?
Поросоц	5014.1011	Yes	No
Section 5	Section 5 Pricing Solution Proposal		
Pricing Proposal in a Sealed Envelope containing all pricing information with the cost in \$US to ODOT for the proposed system.			
	Refer to Section 5 Pricing Requirements for details on pricing information.		

All proposals that provide 11 printed copies of the Proposal with all content listed above in a sealed envelope with the Proposal number (RFP# 519-14) clearly marked on the outside of the envelope/box that conform with Instructions for Submitting Proposals will satisfy the Proposal Content Requirement.

### 6. Proposal Delivery

Sealed proposals will be received until 11:00 AM Eastern Time on Tuesday, March 25, 2014, at the following location:

Ohio Department of Transportation
Purchasing Services
1980 West Broad Street, Mail Stop 4110
Columbus, OH 43223

No proposals will be accepted after the time specified. No facsimile transmissions will be accepted. ODOT reserves the right to reject any and all proposals. ODOT also shall reserve the right to cancel this RFP and re-issue at any time.

Timely receipt of proposals will be determined by the date and time the proposal is received at the address specified. Receipt of proposals in the ODOT Mail Room or any other ODOT office shall not be considered timely. Hand delivery is encouraged to assure timely receipt. Proposals received after the deadline will be stamped for time and date and returned unopened.

All materials submitted in accordance with this solicitation become the property of the State of Ohio and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until the Vendor is selected at which time all submitted information becomes a part of the public record.

It is the sole responsibility of the Proposer to clearly mark any information submitted in response to this RFP in which the Proposer regards as a trade secret.

Proposals should be packaged in such a manner that the outer wrapping **clearly** indicates the following information:

Request for Proposal #519-14

**SCAN Web Software Replacement** 

Vendor Name

#### 7. Proposal Evaluation

Proposal Evaluation begins when proposals are delivered and the Office of Contract Sales has verified compliance with the Instructions for Submitting Proposals. The Office of Contract Sales provides the Review Panel with all responsive Proposals. The Review Panel will follow the instructions provided by the Review Panel Coordinator for Proposal Evaluation and must sign an "Ethic/Conflict of Interest/Confidentiality Statement". The Review Panel consists of ODOT employees from the Division of Operations, Office of Maintenance Administration and the Division of Information Technology.

Below are the steps for evaluating proposals received by the Office of Contract Sales:

- Step 1. Verify that the proposals satisfy the Proposal Content requirement and qualify to be evaluated by the Review Panel.
- Step 2. Verify that all Proposers meet the Mandatory Pre-Proposal Conference Requirement to qualify to be evaluated by the Review Panel.
- Step 3. Issue Evaluator Instructions to the Review Panel in conjunction with all Proposals that have cleared the first two steps of verification.
- Step 4. Review and Accept the Proposals Mandatory Requirements in order for the Proposal to advance to Scoring Evaluation (see Table of Mandatory Proposal Requirements for Acceptance).
- Step 5. Exercise the option to invite Selected Proposers or a subset of Selected Proposers for a Solution Presentation. The Review Panel has sole discretion to determine which Proposers are qualified to invite for Solution Presentation.
- Step 6. Initiate Scoring Evaluation for all proposals that have not been eliminated from scoring in Steps 1 through 6 listed above. Scoring is conducted by the Review Panel evaluating each proposal according to the criteria in Scoring Evaluation Table (see below) multiplying the weight of that criteria by the value assigned; Does not Meet, Meets, Exceeds, Greatly Exceeds.
- Step 7. Apply the Decision Scoring Formulas to rate the proposal solutions.

At the completion of the Proposal Evaluation, the top scoring Proposer is selected for Award of Contract.

#### 7.1 Mandatory Requirements

The first table lists this RFP's mandatory requirements. If the Proposer's Proposal meets all the mandatory requirements, the vendor's Proposal may be included in the next part of the Solution Proposal evaluation phase described in the next table.

Mandatory Requirements for Selection	Reject	Accept
A solution is sought that is flexible, upgradable, and easily configurable to meet the unique requirements of the ODOT Office of Maintenance Administration project management and fiscal requirements. The system must be implemented within an expedient timeframe, approximately six months from the contract signing date.		

Mandatory Vendor Experience Requirement	
The Proposer must have a demonstrated track record of successfully configuring and installing the modules offered in the Commercial Off The Shelf (COTS) Solution. Include one completed Offeror Experience Summary (see Attachment Four) for each proposed module in the COTS Solution with specific details on Company/DOT where the module is being used in production, Contact information, Project information, Key dates and Duration of the module in production.	

#### 7.2 Selection of Qualified Proposers

At the conclusion of Step 2 in the proposal evaluation, the Review Panel will select Proposers whom ODOT considers qualified to deliver a system which meets the requirements defined in this document. In the event the Review Panel does not identify qualified Proposers, ODOT reserves the right to cancel this request for proposal without further notice.

The selected qualified Proposers will be notified of its selection by the Review Panel Coordinator. ODOT reserves the right to request from the qualified Proposers:

- Answers to questions from the Review Panel.
- Pricing clarification or adjustments.
- An audited financial statement of the Proposer, prepared by a certified public accountant, substantiating the Proposer's financial capacity to administer the Scan Web Software Replacement. (Financial statements shall not be shared beyond the members of the evaluation committee nor included as public record)

#### 7.3 Solution Presentations

ODOT reserves the right to ask the qualified Proposers to give a Solution Presentation to the Review Panel for the purposes of explaining, elaborating, or otherwise clarifying the major elements or features of its proposal. The Solution Presentation would be held within two or three weeks after the opening date of this Request for Proposal. Chosen Proposers will be notified of date(s) and times available for their oral presentation. Attendance at the presentation is restricted to representatives of the Offeror, staff members of ODOT, non-ODOT subject matter experts, and Review Panel members. Oral presentations will be held at ODOT Central Office, 1980 West Broad St., Columbus, OH 43223.

The following guidelines apply to the Solution Presentation:

- Audio/visual aids may be used. A video and computer capable multi-media projector will be available. If any other equipment is needed, it will be the Proposer's responsibility to provide those items.
- The content of the presentation must support the solution as submitted by the Offeror.
  The inclusion of new materials, products, strategies, recommendations, or other
  solution-based subjects that deviate from the Offeror's original proposed solution may
  constitute grounds for rejecting the written proposal as incomplete or informal.
  Brochures, forms, or other items mentioned in the submitted proposal shall not
  constitute new material.

#### 7.4 Proof of Concept

A mandatory proof of concept will be performed by the selected qualified proposer. The proof of concept will provide an opportunity to demonstrate the capabilities of the proposed software solution on a small area and in a controlled manner. The proof of concept is also intended to determine whether the software is appropriate for use and how easily it can be administered by ODOT. The proof of concept shall last for a duration of one week and will involve approximately 5 RWIS sites.

**Please note:** At the end of the proof of concept, ODOT will evaluate the software and make a determination to continue the project with the selected proposer or end the contract and move towards negotiations with the next highest scoring Proposer. If ODOT does not continue with the selected vendor, ODOT will retain any hardware installed by the vendor in relation to the project. ODOT will also retain any data collected by the vendor and any documentation completed by the vendor pertaining to the ODOT project.

The goals of the Proof of Concept are as follows:

- Test the technical capabilities of the system and experience how it operates within ODOT's infrastructure.
- Experience how the application solution meets the agencies business needs.
- Reduce the technical risks involved in an agency-wide deployment.
- Acquire information for a larger rollout.
- Provide opportunities for agency staff to gain practical experience with the application.
- · Gain acceptance by users.

Proof of Concept guidelines and procedures will be distributed to the awarded proposer.

#### 7.5 Scoring Evaluation

In the Proposal evaluation phase, ODOT will rate the solution merits of the Proposal based on the following requirements and the weight assigned to each requirement:

Solution Proposal Evaluation	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Section 1: Application Solution	70 total				
Requirements as outlined in					
sections 1.0 – 6.0 (broken down below)					
1.0 – Proof of Concept	20	0	5	7	9
2.0 – Application User Interface	10	0	5	7	9
Requirements					
3.0 - Hardware Integration	10	0	5	7	9
Requirements					
4.0 – Reporting Requirements	10	0	5	7	9
5.0 – Web Interface Requirements	10	0	5	7	9
6.0 – Application Enhancements &	10	0	5	7	9
Updates					
Section 2: Support and Training	10	0	5	7	9
Requirements					
Section 3: Technology Solution	20	0	5	7	9
Requirements					

Project Plan Evaluation	Weight	Does not Meet	Meets	Exceeds	Greatly Exceeds
Project Plan	10	0	5	7	9

Pricing Evaluation	Weight	
Not-To-Exceed Fixed Price Sheet	10	Use formula to award Cost Summary
		Points

#### 7.6 Decision Scoring Formula

The evaluation team will rate the Proposals that meet the Mandatory Requirements based on the following criteria and respective weights.

Criteria	Percentage
Proposed Solution	80%
Project Plan	10%
Price of the Proposed System	10%

To ensure the scoring ratio is maintained, the State will use the following formulas to adjust the points awarded to each Proposer.

Solution Proposal Points: The Proposer with the highest point total for the Solution Proposal will receive 800 points. The remaining Proposers will receive a percentage of the maximum points available based upon the following formula:

Solution Proposal Points = (Proposer's Solution Proposal Points/Highest Number of Solution Proposal Points Obtained) x 800

<u>Project Plan Points:</u> The Proposer with the highest point total for the Project Plan will receive 100 points. The remaining Proposers will receive a percentage of the maximum points available based upon the following formula:

Project Plan Points = (Proposer's Project Plan Points/Highest Number of Project Plan Points Obtained) x 100

<u>Pricing Points:</u> The Proposer with the lowest proposed Not-To-Exceed Fixed Price will receive 100 points. The remaining Proposers will receive a percentage of the maximum cost points available based upon the following formula:

Pricing Points = (Lowest Not-To-Exceed Fixed Price/Proposer's Not-To-Exceed Fixed Price) x 100

<u>Total Points Score</u>: The total points score is calculated using the following formula:

Total Points = Solution Proposal Points + Project Plan Points + Pricing Points

#### 8 Award of Contract

ODOT will award the SCAN Web Software Replacement contract to the top scoring Proposer upon ODOT's completion of Solution Presentation (if applicable), the evaluation period, or any additional negotiations or follow ups ODOT deems necessary. ODOT reserves the right to cancel this request for proposal without further notice. In the event that establishing contractual terms with the top scoring Proposer is unsuccessful, ODOT reserves the right to begin negotiations with the second highest scoring Proposer.

## III. SCAN Web Software Replacement Solution Requirements

## **Section 1: Application Solution Requirements**

### **Application Overview**

The primary function of the desired application is to collect the data gathered from approximately 176 RWIS stations, including over 400 pavement sensors covering all 88 Ohio counties. The new software application must be able to communicate with the current infrastructure equipment. The application will be used to process observations from Environmental Sensor Stations (ESS) to develop forecasts and display or disseminate road weather information in a format that can be easily interpreted by a manager. The collected data should be presented in a graphical user interface representing all business requirements as outlined.

#### **Application Functionality**

The selected application shall support ODOT requirements in administering five RWIS functions which include: Application User Interface, Hardware Integration, Reporting, Web Interface and Application Enhancements and Updates.

The selected application needs to support the following process improvement goals.

Please use the following link to access the RWIS Business Requirements Specification (BRS) document (file name: RWIS BRS Document.docx) which is referenced in the sections below:

ftp://ftp.dot.state.oh.us/pub/Contracts/purchase/519-14/

### 1. Proof of Concept Plan

Each proposer is to provide a plan to execute a proof of concept to demonstrate the capabilities of the proposed software solution on a small area and in a controlled manner.

#### 2. Application User Interface Requirements

This section contains the requirements for the Application User Interface.

- 2.1 The system shall support the display of a map of the state of Ohio with icons representing each Environmental Sensor Station.
- 2.2 The system shall support the display of data tags for the 8 key RWIS metrics.
- 2.3 The system shall categorize the display of ODOT district maps.
- 2.4 The system shall display a Legend denoting surface conditions by color.
- 2.5 The system shall support a statewide summary of surface conditions in a table format.
- 2.6 The system shall provide a view of the Ohio map in a district summary format with ODOT districts outlined and identified by number.
- 2.7 The system shall have the ability to display both a statewide map and individual district maps showing ESS status' with road and highway markings.
- 2.8 The system shall support a web link to the chosen weather provider for ODOT.
- 2.9 The system shall provide a user guide.
- 2.10 The system shall provide a Glossary in table format.
- 2.11 The system shall support the display of data from Automated Weather Observing Systems (AWOS) stations.
- 2.12 The system shall support the display of data from Automated Surface Observing Systems (ASOS) stations.
- 2.13 The system shall have the ability to provide alerts via email notification for system outages.
- 2.14 The application shall be scalable for up to 500 users during peak performance usage.

Further details of the Application User Interface Requirements are included in the Business Requirements Specification (BRS) document for RWIS Software Application Upgrade

#### 3. Hardware Integration Requirements

This section contains the requirements for RWIS Hardware Integration.

- 3.1 The system shall receive, interpret, and present data from ODOT towers and Remote Processing Units (RPU's).
- 3.2 The system shall receive, interpret, and present data from ODOT Surface and Subsurface Sensors.
- 3.3 The system shall receive, interpret, and present data from ODOT Visibility & Precipitation Sensors.
- 3.4 The system shall receive, interpret, and present data from ODOT Air Temperature & Dew Point Sensors.
- 3.5 The system shall receive, interpret, and present data from ODOT Wind Sensors.
- 3.6 The system shall receive, interpret, and present data from ODOT Snow & Water Depth Sensors.
- 3.7 The system shall receive, interpret, and present data from ODOT Infrared Pavement Sensors.
- 3.8 The system shall receive and display images from ODOT Cameras.
- 3.9 The system shall receive and display images from AWOS atmospheric sensors.
- 3.10 The system shall receive and display images from ASOS atmospheric sensors.

Further details of the Hardware Integration Requirements are included in the Business Requirements Specification (BRS) document for RWIS Software Application Upgrade.

#### 4 Reporting Requirements

This section contains the requirements for RWIS Reporting.

- 4.1 The system shall provide a status/health report on all RWIS site locations.
- 4.2 The system shall categorize RWIS status reports by All Sites, Out of Tolerance Sites, and In Tolerance Sites.
- 4.3 The system shall provide post-event reports on all RWIS site locations.
- 4.4 The system shall support reports to capture weather event timelines.
- 4.5 The system shall provide a system availability report.
- 4.6 The system shall provide a storm management report.

Further details of the Reporting Requirements are included in the Business Requirements Specification (BRS) document for RWIS Software Application Upgrade.

#### 5 Web Interface Requirements

This section contains the requirements for External Web Interfaces.

- 5.1 The system shall provide active links to all externally used RWIS internet sites.
- 5.2 The system shall support a web link to the National Center for Atmospheric Research (NCAR).
- 5.3 The system shall support a web link to the National Weather Service (NWA/NOAA).
- 5.4 The system shall support a web link to the National Data Buoy Center (NDBC).

5.5 The system shall provide the ability to update all links by the business owner or information technology department.

Further details of the Web Interface Requirements are included in the Business Requirements Specification (BRS) document for RWIS Software Application Upgrade

## 6 Application Maintenance, Enhancements & Updates

6.1 The vendor shall propose a maintenance support plan for the application which includes enhancements and updates.

Further details of the Web Interface Requirements are included in the Business Requirements Specification (BRS) document for RWIS Software Application Upgrade:

## Application Solution Glossary or Approved Equal

General Terms / Acronyms				
Term / Acronym	Abbr	Definition		
Surface Status	Status	Condition of the pavement surface		
Surface Temperature	Sfc	Temperature of the pavement sensor roughly 3 mm (1/8 inch) below the surface of the sensor.		
Subsurface Temperature	Sub	Typically, the temperature approximately 43 cm (17 inches) below the top of the pavement. You can place additional subsurface sensors at different depths to monitor frost depth.		
Subsurface Moisture	Moisture	The sub-surface moisture expressed as a percentage (e.g. 0 indicates dry, 100 indicates saturated). This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Delta Time	Delta T	Raw measurement from the Time Domain Reflectometry MP-917 Soil Moisture probe. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Subsurface Moisture	Moisture	The sub-surface moisture expressed as a percentage (e.g. 0 indicates dry, 100 indicates saturated). This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Delta Time	Delta T	Raw measurement from the Time Domain Reflectometry MP-917 Soil Moisture probe. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Freeze Point	Frz	Freezing point of the moisture on the pavement sensor based upon the specific chemical in use. This field is reported when the surface status is Wet, Chemical Wet, or Snow/Ice Warning. Only reported by the FP2000 and active sensors.		
Chemical Percent	Chem	Percent of chemical saturation in the moisture. This field is reported when the surface status is Wet, Chemical Wet, or Snow/Ice Warning. Only reported by the FP2000 sensor.		
Ice Percentage	Ice	Percent of ice in the moisture. When ice percentage is roughly 50% to 85%, you would typically call the surface moisture "slush". This field is reported when the surface status is Wet, Chemical Wet, or Snow/Ice Warning. Only reported by the FP2000 sensor.		
Depth	Dpth	Depth of water layer on the sensor. This field is reported when the surface status is Wet, Chemical Wet, or Snow/Ice Warning and the surface temperature is above the freeze point temperature. Only reported by the FP2000 sensor.		
Chemical Factor	CF	Relative indication of chemical present in the moisture on the surface. Chemical factor uses a relative scale ranging from 5 to 95 in increments of 5.		

	General Terms / Acronyms				
Term / Acronym	Abbr Definition				
Conductivity	Cond	The conductance of the ice/liquid mixture on the pavement. This value is only displayed for NTCIP sites configured with the appropriate sensor.			
Salinity	Salin	Salinity is roughly the number of grams of dissolved matter per kilogram of seawater. Units shown in parts per 100,000. This value is only displayed for NTCIP sites configured with the appropriate sensor.			
GMT		A time standard which uses the local time of Greenwich, England known as <i>Greenwich Mean Time</i> . It is one of the time standards used in meteorology, and it is 4 hours ahead of EDT (5 hours ahead of EST) - 00:GMT is equal to 8 pm EDT (5 pm PDT), 12:GMT is 8 am EDT (5 am PDT). You might also see GMT listed as Z, Zulu time, or UTC, Universal Coordinated Time.			
RPU		Remote Processing Unit			
RWIS		Roadway and Runway Weather Information System			

Surface Status Definitions  The following surface status codes are listed in order of severity with the most critical status listed first. Third party vendors may calculate surface conditions differently. Please contact your equipment vendor for details.			
Status	Description		
Snow/Ice Warning	Continuous film of ice and water mixture at or below freezing (32 °F / 0 °C) with insufficient chemical to keep the mixture from freezing.  This status can only be reported at SSI ESP and SP sites when precipitation occurs.		
Ice Warning	Continuous film of ice and water mixture at or below freezing (32°F / 0°C) with insufficient chemical to keep the mixture from freezing. This status can only be reported at NTCIP sites.		
Snow Warning	This status can be reported at NTCIP sites, but will not be reported by SSI NTCIP sites.		
Wet Below Freezing	Moisture on pavement sensor with a surface temperature below freezing (32 °F / 0 °C). This status will only be reported at SSI SCAN Detector sites.		
Frost	Moisture on pavement at or below freezing (32°F / 0°C) with a pavement temperature at or below the dew point temperature.  This status can only be reported by SSI ESP, SP, and NTCIP sites when precipitation is not occurring.		
Ice Watch	Thin or spotty film of moisture at or below freezing (32°F / 0°C). This status can only be reported at NTCIP sites when precipitation is not occurring.		
Snow Watch	This status can be reported at NTCIP sites, but is not detected at SSI NTCIP sites.		
Snow/IceWatch	Thin or spotty film of moisture at or below freezing (32 °F / 0 °C).  This status can only be reported at SSI ESP and SP sites when precipitation is not occurring.		
Chemical Wet	Continuous film of water and ice mixture at or below freezing (32°F or 0°C) with enough chemical to keep the mixture from freezing.  This status can only be reported by SSI ESP, SP, and NTCIP sites when precipitation occurs.		

Surface Status Definitions  The following surface status codes are listed in order of severity with the most critical status listed first. Third party vendors may calculate surface conditions differently. Please contact your equipment vendor for details.			
Status Description			
Wet	Continuous film of moisture on the pavement sensor with a surface temperature above freezing (32 °F or 0 °C).  This status can be reported by SSI ESP, SP, SCAN Detector, and NTCIP sites when precipitation has occurred.		
Damp	Thin or spotty film of moisture above freezing (32°F or 0°C).  This status can only be reported by SSI ESP, and SP sites when precipitation is not occurring.		
Trace Moisture	Thin or spotty film of moisture above freezing (32°F or 0°C). Surface moisture occurred without precipitation being detected.  This status will only be reported at NTCIP sites when precipitation is not occurring.		
Absorption at Dew Point, Absorption, & Dew	These statuses can be reported at NTCIP sites, but are not currently detected at SSI NTCIP sites.		
Dry	Absence of moisture on the surface sensor. This status can be reported by SSI ESP, SP, SCAN Dectector, and NTCIP sites.		
Other	Other is the standard NTCIP ESS surface condition code to handle conditions not explicitly included in this table. This status will only be reported NTCIP by sensors installed at NTCIP ESS sites.		
No Report	The surface sensor is not operating properly and requires maintenance. This status will only be reported by SSI ESP and SP sites.		
Error	The surface sensor is not operating properly and requires maintenance. This status will only be reported by NTCIP sites.		

Atmospheric Data Definitions				
Data Type	Type Abbr. Definition			
Air Temperature	Air	Air temperature at the site.		
Max Temp	Max	The maximum temperature recorded during the 24 hours preceding the observation. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Min Temp	Min	The minimum temperature recorded during the 24 hours preceding the observation. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Dew Point Temperature	Dew	Temperature at which the air becomes saturated as it cools. If the road or runway temperature drops to or below the dew point, moisture may develop on the surface. The form the moisture takes depends on the surface temperature and the amount of chemical present.		
Relative Humidity	RH	Percent of moisture in the air. A relative humidity of 0% shows that the air contains no moisture and 100% shows that the air is completely saturated and cannot absorb more moisture.		
Wind Chill Factor	WndChll	Forecasted Wind Chill Factor.		
Heat Index	Heat	Forecasted Heat Index.		
Wind Speed	SpdAvg	Average speed of the wind during an evaluation cycle.		

Atmospheric Data Definitions						
Data Type	Abbr.	Definition				
		displayed in two	formats: ca	ng an evaluation c rdinal points or de format displays wir	grees. Cardinal f	format has 8
			Direction	Cardinal Format	Degree Range	
			North	N	338 - 22	
			Northeast	NE	23 - 68	
ind Direction	DirAvg		East	E	69 - 112	
			Southeast	SE	113 - 158	
			South	S	159 - 202	
			Southwest	SW	203 - 248	
			West	W	249 - 292	
			Northwest	NW	293 - 337	
Gust	SpdGst	over which wind	Maximum wind speed measured during an evaluation cycle. The time period over which wind gust speed is monitored can vary based on the type and manufacturer of the RWIS site.			
Probability of Precipitation	Prob	Likelihood of pre	Likelihood of precipitation during a forecasted period.			
Cloud Cover	Cloud Cover	Forecasted cloud cover percentage during a period.				
Precipitation Type	Precip	Type of precipitation detected by a precipitation sensor, if one is available. Certain types of precipitation sensors can only detect the presence or absence of precipitation and will display Yes or No. Other types of precipitation sensors, such as the Weather Identifier and Visibility Sensor (WIVIS) or Optical Weather Identifier (OWI), can classify the type of precipitation and will report a specific type of precipitation. The WIVIS and OWI precipitation sensors may report Yes at the onset of precipitation until sufficient time has elapsed to classify the precipitation type.				
Precipitation Rate	Rate	Average precipitation rate computed every minute. Snowfall is converted to water equivalent and the rate represents the rate of liquid equivalent.				
Precipitation Intensity	Intens	Intensity of the precipitation as derived from the precipitation rate. The National Weather Service defines the following intensity classes: light, moderate, or heavy.				
Time Since Last Precip	TimeSince	The time interval since the last precipitation event occurred. This value is not supported for NTCIP sites.				
Precipitation Start Time	StartTime	The time at which the most recent precipitation event began. This value is only displayed for NTCIP sites configured with the appropriate sensor.				
Precipitation End Time	EndTime	The time at which the most recent precipitation event ended. This value is only displayed for NTCIP sites configured with the appropriate sensor.				
Precipitation Accumulation	Accum	Rainfall amount or snowfall liquid equivalent for the period from midnight GMT to the current time. At midnight GMT the total accumulation is reset to zero. See the accumulation definitions below for the proper NTCIP accumulation definitions.				

Atmospheric Data Definitions				
Data Type	Abbr.	Definition		
Snow Depth	Snow Depth	The depth of snow on representative areas other than the highway pavement, avoiding drifts and plowed areas. Snow depth is only supported at NTCIP sites.		
Snow Accumulation	Snow Accum	Forecasted snowfall accumulation during a forecast period.		
10 Minute Precip Accum	10 min	Rainfall amount or snowfall liquid equivalent for the previous 10 minute period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
1 Hour Precip Accum	1hr	Rainfall amount or snowfall liquid equivalent for the previous 1 hour period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
3 Hour Precip Accum	3hr	Rainfall amount or snowfall liquid equivalent for the previous 3 hour period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
6 Hour Precip Accum	6hr	Rainfall amount or snowfall liquid equivalent for the previous 6 hour period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
12 Hour Precip Accum	12hr	Rainfall amount or snowfall liquid equivalent for the previous 12 hour period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
24 Hour Precip Accum	24hr	Rainfall amount or snowfall liquid equivalent for the previous 24 hour period. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Barometric Pressure	BaroPs	The force per unit area exerted by the atmosphere. This reading is <b>not</b> adjusted for site elevation.		
10 Minute Solar Radiation	10 Min Rad	The direct solar radiation integrated over the preceding 10 minutes. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
24 Hour Solar Radiation	24 Hr Rad	The direct solar radiation integrated over the preceding 24 hours. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Total Sun	Sun	The total amount of sunshine in minutes over the preceding 24 hours. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Visibility	Vis	Average distance that you can see, both day and night, computed every three minutes.		
Wet Bulb Temp.	WtBlb	The wet bulb temperature is the temperature of a thermometer whose bulb is wrapped in wet muslin. The wetbulb is always in between the temperature and dew point, except at saturation, when all three are equivalent. This value is only displayed for NTCIP sites configured with the appropriate sensor.		
Water Level	Height	Water level height is the relative water level height from the water level sensor's calibrated "normal" height.		

Camera Configuration Definitions  Cameras supporting multiple camera positions are only supported for NTCIP sites.			
Data Type	Data Type Abbr. Definition		
Request Date/Time	Request Date/Time	The date and time that a camera configuration change was requested by a SCAN Web user.	

Camera Configuration Definitions Cameras supporting multiple camera positions are only supported for NTCIP sites.				
Data Type Abbr. Definition		Definition		
Requested by	Requested by	The SCAN Web user that manually requested a camera configuration change.		
Effective Date/Time	Effective Date/Time	The date and time that a user requested camera configuration change was delivered to the RWIS site. An * will be displayed if the configuration was not delivered to the site.		
Camera Positions	Camera Positions	List containing all of the enabled camera positions at an NTCIP site.		

Device Data Definitions				
Data Type	Abbr.	Definition		
Status	Status	Status displays whether a device using basic relay control is currently "On" or "Off".		
Set By / Requested By	Set By	Identifies the source that last controlled the device. "RPU" will be shown when the RPU determined that the device's state should have been set.		
Command	Command	Identifies any user initiated device command that was sent from a user application.		
Mode	Mode	Mode identifies the control mode the site is using to control the generic device. Supported modes are "Automatic" and "Manual". "Other" will be reported during the site restart process. Mode is only supported on NTCIP sites.		
Control State	Control State	Control State displays the current state the RPU is sending to the generic device. The states are configurable per site and are only supported on NTCIP sites.		
Device Status	Device Status	Device Status displays whether the generic device is either "On" or "Off", experiencing an "Error" condition, or in a transitional "Pending" state. "Other" will be reported during the site restart process. These status codes are only available on NTCIP sites.		
Request Date/Time	Request Date/Time	The date and time that a generic device mode or control state change was requested by a SCAN Web user.		
Effective Date/Time	Effective Date/Time	The date and time that a user requested a generic device mode or control state change was delivered to the RWIS site. An * will be displayed if the request was not delivered to the site.		
Last State Change	Last State Change	The date and time the Control State was last sent by the RPU to the generic device.		
Last Status Change	Last Status Change	The date and time of the last change in Device Status.		

Traffic Data Definitions				
Data Type Abbr. Definition				
Mode	Mode	Describes the configuration of the traffic sensor. The EIS RTMS traffic sensor supports three modes: Side-fired, Forward-fired In, Forward-fired Out. A permanent count station only supports the In Lane mode.		
l		Side-fired is configured to shoot across traffic lanes and can be		

Traffic Data Definitions			
Data Type	Abbr.	Definition	
		configured to monitor up to eight different traffic lanes.	
		<ul> <li>Forward-fired In is configured to monitor a single traffic lane where traffic is traveling toward the sensor.</li> </ul>	
		<ul> <li>Forward-fired Out is configured to monitor a single traffic lane where traffic is traveling away from the sensor.</li> </ul>	
		In Lane is specifies the mode for permanent count stations.	
Time Interval	TimInt	Identifies the length of a single collection interval for the sensor in seconds.	
Forward Average Speed	FwdAvgSpd	The average vehicle speed as a vehicle traveled through all traffic zones. Forward Average Speed is only collected in a Forward-fired configuration.	
Average Traffic Speed	TrfSpd	The average vehicle speed calculated as a vehicles travel though each traffic zone.	
Normal Volume	NormVol	Number of vehicles that were detected passing through a traffic zone.	
Occupancy	Occup	Percentage of time that a traffic zone is occupied.	
Long Volume	LongVol	Number of large vehicles (such as eighteen wheel trucks) that were detected passing through a traffic zone. This value is only available in a side-fired configuration. A Side-fired configuration can only be configured to support Long Volume or Average Headway, but not both.	
Average Headway	AvgHeadway	Time interval between vehicles. This value is only available in a side-fired configuration. A Side-fired configuration can only be configured to support Average Headway or Long Volume, but not both.	
Battery Voltage	Battery	Reports the remaining battery voltage. This value is only available for a permanent count station.	
Speed Count	Speed Bin Name	Counts the number of vehicles for each speed range. This value is only available for a permanent count station.	
Classification Count	Classification Bin Name	Counts the number of vehicles for each classification range. This value is only available for a permanent count station.	

## **Section 2: Support and Training Requirements**

During the life of the agreement, the Successful Proposer is responsible for training and support of system users including ODOT program managers, recipient and sub-recipient agency users, district oversight users, and any other user groups ODOT deems necessary for the success of the SCAN Web Software Replacement Solution.

The System shall minimize requirements for in-house technical maintenance resources, specialized training, or knowledge in order to implement, configure, update, and/or maintain the System. The Successful Proposer shall be capable of agreement to provide ongoing maintenance, support, upgrades, and troubleshooting.

### Training and Reference Materials

The Successful Proposer is responsible for providing the following as part of the proposed system:

- Users Guide in editable MS Word document will be required as part of the project
- Training Manuals will be required as part of the project

- Training Sessions will be provided after User Acceptance Testing and prior to Installation at the Ohio Department of Transportation
- Online user help system will be provided as an integrated deliverable in the system
- Online user bulletin system will be provided as an integrated deliverable in the system
- Training Manuals and Training Materials in printed and MS Word document format will be required as part of the "Train the Trainer" deliverable prior to User Acceptance Testing.
- "Train the Trainer" Training Sessions will be provided by the vendor prior to User Acceptance Testing using the Training Manuals and Materials that have been provided by the vendor.
- Proposer will support the transition of maintaining the Training Manuals and Materials to ODOT Trainers following the "Train the Trainer" Sessions.
- Proposer will support ODOT Trainers as they train the remainder of the users prior to Installation.

## Section 3: Technology Solution Requirements

This section defines the major technical requirements the proposed solution must meet. These are the recommended ODOT approved Technical Requirements and Preferences. Anything outside these guidelines will require approval by ODOT Department of Information Technology.

- ODOT will not provide the servers that house the development.
- ODOT will provide the servers that house the user acceptance testing, and production versions of the System. The servers will be located at the State of Ohio Computer Center.

The Proposer must include the technical system specifications and requirements in their response to the RFP addressing development, test, and production environment configurations. Furthermore, the Proposer will return the attached **High Value Data Indemnification Agreement** with an original signature by a representative of the offering organization authorized to bind the Proposer.

#### System Requirements

- System must be compatible with Windows 2008 Server or newer IIS 7
- System must use currently supported products and tools.
- System must be scalable.
- System must be adaptable to meet future requirement changes which are based on changing laws and procedures.
- System must be an open architecture design, which can be extended to other departmental assets and future developments of an integrated asset management process.
- System must not store documents in the database.
- System must pass an ODOT security scan which reports potential security threats and vulnerabilities within web software.
- System must run with Microsoft's Internet Explorer 10 with backward compatibility to Internet Explorer 9.
- System must be a single Web based Enterprise system
- System performance during peak usage must allow multiple users (about 500 users) viewing the same data.
- System response time must be acceptable to ODOT prior to beginning User Acceptance Testing.

#### **Vendor Requirements**

- Vendor must provide a diagram of the server hardware and software architecture.
- Vendor must provide an installation and configuration document for the system software and database schema.
- Vendor must provide interface capabilities for ODOT's current database architecture; Oracle 11g, SQL Server 2008, Sybase IQ and Sybase OLTP.
- Vendor must provide a list of all Plug-ins and specify any version specific requirements for Plugin's. Vendor's selection will be subject to ODOT's approval of all Plug-ins.
- The Vendor must provide a list of mobile configurations that are compatible with the system.
- Vendor should provide a diagram of the software architecture including all plugins, batch processes, worker processes, and other processes in the diagram.
- Vendor should provide a diagram of the database schema including the core product database schema and interfaces with various ODOT systems and databases
- Vendor should follow OWASP secure code practices.

#### **System Preferences**

- System should support server virtualization.
- System should function within a load balanced environment on all tiers.
- System should use Oracle 11g or SQL Server 2008.
- System should be able to access multiple Active Directory domains.
- System should use Active Directory and LDAP user security protocol.
- System should support ODOT employees and non-ODOT employees.
- System web components should use SSL encryption.
- System should support the creation of user groups which the user will be a member, each group
  will have unique access and privileges within the system, such as User, Super User,
  Administrator, and Read Only.
- System should keep documents stored on a file or network share, with a UNC path stored in the database.
- ODOT approval is required for mapping services.

Further details of the Technology Requirements are included in the RWIS BRS document which can be found at (file name: RWIS BRS Document.docx):

ftp://ftp.dot.state.oh.us/pub/Contracts/purchase/519-14/

Please use the link below to access the ODOT Default Web Application Architecture document below for web technology solution requirements: (file name: ODOT Default Web Application Architecture.doc)

ftp://ftp.dot.state.oh.us/pub/Contracts/purchase/519-14/

## **Section 4: Project Management Expectations**

Proposals should detail how the Proposer will use Project Management best practices to ensure their solution is implemented successfully. Proposals will list the key individuals from the Proposer's organization who will be involved in delivering the Proposer's COTS solution. For each individual, include his/her role, responsibilities, and a brief résumé of experience.

#### **Project Management Success Goals**

The Vendor is expected to include the project management success goals listed below in the project plan submitted with the proposal.

- Demonstrate that Office of Maintenance Administration must sign-off on project milestones including Completion of System Test, Training, and completion of UAT setup prior to beginning LIAT
- Demonstrate weekly progress reports with progress tied to the BRS Requirement ID's.
- Demonstrate that Requirements Traceability will be used to tie the BRS Requirements with deliverables for each phase of the project.
- Demonstrate that Communication on Change Requests, with required sign-off, occur for the duration of the project

#### **Project Tasks**

The following tasks are expected to be performed by the Vendor as part of the implementation and should be included in the Project Plan. The State will provide oversight for the entire Project, but the Vendor must provide overall project management for the tasks under this Contract, including the day-to-day management of its staff. The Vendor has primary responsibility for the successful completion of project activities, in accordance with the approved project plan, and the transfer of knowledge to State staff. The Vendor also must assist the State with coordinating assignments for State staff working on the Project. In addition, the Vendor must provide all administrative support for its staff and activities.

Throughout the Project, the Vendor must employ ongoing project management techniques to ensure a comprehensive Project Plan is developed, executed, monitored, reported on, and maintained while maintaining traceability to BRS Requirement ID's at all times. The Vendor will gather the configuration requirements and provide the documented requirements to ODOT for review and acceptance. The Vendor will also maintain these documents through the life of the project.

The Vendor may use different templates and terminology to refer to project deliverables and activities. To ensure alignment, the Vendor shall submit all deliverable templates to ODOT for review and acceptance at the start of the project. ODOT reserves the right to request alternative deliverable templates that align with ODOT DoIT standards.

- Task 1. **Proof of Concept** The goal is to install the application and connect to 5 RWIS sites to determine the viability of the vendors. The Proof of Concept payment milestone will be considered as satisfied when all 5 RWIS sites accurately communicate to the application.
- Task 2. **Discovery** The goal is to diagram the ODOT Environment Architecture for the Proposed Solution, identify the configuration and customization work packages to meet all RFP requirements, build a work breakdown structure, determine specific resources needed for the project, and build a project plans that includes all remaining tasks through deployment (construction, integration, system testing, training, user acceptance testing, data management, deployment).
- Task 3. **Construction** The goal is to install, configure, and customize the solution to satisfy all System Solution Requirement Specifications. This phase includes multiple work packages. The State desires methodologies that allow the State multiple opportunities to validate requirements and design. This includes a desire to view rapid prototypes of requirements and design concepts, screens, content, and application flow. Prototypes do not necessarily need to become operational or be reused during development.

- Task 4. **System testing** The system must be subjected to system testing. System testing will occur in an established test environment that mirrors ODOT's production environment. The Vendor will function as system users during system testing and will evaluate all test outcomes. The Vendor must direct system testing and operate the system in accordance with the system testing plans. The Vendor must provide all error resolution and other technical support as required. At the end of system testing Office of Maintenance Administration will sign-off on acceptance of system testing and setup of the system for User Acceptance Testing.
- Task 5. **Training** ODOT requires the Vendor to provide training as necessary for the previous tasks of Discovery, Construction, and System Testing. Prior to Task 5, User Acceptance Testing, the Vendor will conduct a "Train the Trainer" session with a hands-on, instructor led, presentation style training session that provides UAT resources sufficient knowledge of operating the system to execute UAT. The Vendor will provide the Training Manual and Training Materials to train the UAT staff, and ODOT Office of Maintenance Administration Trainer(s) composed of select users and technical staff approximately 400 ODOT staff and resources. At the end of training Office of Maintenance Administration will sign-off on acceptance of training, training manuals and materials, UAT setup and configuration, and defect resolution of the system for User Acceptance Testing.
- Task 6. **User Acceptance Testing (UAT)** The user acceptance testing (UAT) must verify the full functionality and technical usability of the system. At the end of UAT Office of Maintenance Administration will sign-off on acceptance of the full system functionality and usability giving approval to move forward to Implementation.
- Task 7. **Data Management** ODOT will provide and maintain the tables that represent the core datasets which will be migrated to the SCAN Web Software Replacement system data. The optimal SCAN Web Software Replacement system will integrate with these tables with minimal transformation. The Vendor must provide application functionality to allow for the utilization of all information. Vendor will provide an installation and configuration document for the system software and database schema and a data conversion document mapping the existing datasets to the SCAN Web Software Replacement System. At the end of data management Office of Maintenance Administration will sign-off on acceptance of data migration, proper access and functionality of the migrated data, installation and configuration document, and data conversion documentation.
- Task 8. Deployment Vendor will support the ODOT Trainers as they train the users as part of the ODOT implementation task. During implementation, the Vendor will be responsible for the operation and maintenance of the system until the implementation task has been successfully completed.
- Task 9. **Application Support, Maintenance and Enhancement** The Vendor will be responsible for Application Support, Maintenance, and Enhancement throughout the project and the first year following deployment into production in conjunction with ODOT technical staff. After the first year, ODOT may choose not to renew this portion of the Contract. The Vendor is required to provide support during the warranty period. Warranty work must not be included in the cost of the application support, maintenance and enhancement task during year one.

Ongoing corrections of the SCAN Web Software Replacement will be characterized as defects and ongoing changes to the SCAN Web Software Replacement for additional functionality will be characterized as an enhancement. Support must be available during the State's regular business hours, 8 am to 5 pm, Eastern Time, Monday through Friday. ODOT values the importance of Customer Service

The Vendor must provide technical support and assistance with maintaining operations of the SCAN Web Software Replacement system, including:

- Updates, Patches and Repairs
- Correction of Application Defects
- Software Upgrades

- Plug-in Updates
- Enhancements
- Telephone Support

### **Projected Milestones and Fee Structure**

The following milestones are projected for the project. ODOT anticipates a total project time span of approximately six months from date of purchase.

Payment Milestone/Deliverable	Payment
Acceptance of Task 1 - Proof of Concept	Ten Percent (10%) of the Purchase Price not to exceed fixed price for implementation activities.
Acceptance of Tasks 2, 3 and 4 – System Design and Analysis; and System Testing	Twenty Percent (20%) of the Purchase Price not to exceed fixed price for implementation activities.
Acceptance of Task 5 - Training	Fifteen Percent (15%) of the Purchase Price not to exceed fixed price for implementation activities.
Acceptance of Tasks 6 and 7 - User Acceptance Testing; and Data Management	Twenty five Percent (25%) of the Purchase Price not to exceed fixed price for implementation activities.
Acceptance of Task 8 - Implementation	Twenty Percent (20%) of the Purchase Price not to exceed fixed price for implementation activities.
Support and Maintenance (See Task 9).	Ten Percent (10%) of the Purchase Price not to exceed fixed price for implementation activities.

Upon receipt of a signed **Deliverable/Milestone Submittal Form** indicating the State agrees that the Deliverable identified in the work breakdown structure is compliant or that the Offeror has met an applicable milestone and payment should be made; the Offeror may submit an invoice for that Deliverable or milestone, according to the payment schedule identified above.

### Reimbursable Expenses.

None.

#### Bill to Address:

Attn: (TBD)
ODOT Office of Maintenance Administration
1980 West Broad Street
Mailstop 5120
Columbus, Ohio 43223

## Section 5: Pricing Requirements

Departments Pricing Requirements

The Proposal must include the cost (in \$US) to ODOT for the proposed system. At a minimum, the pricing section must account for the following:

- ☑ Initial Commercial software license fees: Total license cost and total support cost during the Life of the project and the first year in production.
- ☑ Costs for Proposer-related project management, customization, and implementation tasks.
- ☑ Costs for training/mentoring ODOT personnel in the use and installation of the proposed solution, including all training materials.
- ☑ Annual fees for commercial software license for first five years of license.
- ✓ Annual fees for commercial software support for first five years of support.
- Annual fees for system maintenance for the first five years of maintenance (excluding warranty work).
- ☑ Submit one **Offeror Price Sheet** for each Commercial Software Product Module with all costs specific to that module. If there are six modules necessary to meet the Solution Requirements then six Offeror Price Sheets need to be included. Extra Offeror Price Sheets may be provided for Additional or Optional modules.
- ☑ Submit one **Offeror Not-To-Exceed Fixed Price Sheet** for the Combined Commercial Software and Service Solution detailed in the Proposal.
- ☑ Please submit pricing in a **separate** sealed and clearly marked envelope labeled "Price Proposal for *<Insert Company Name>*".
- ☑ Please submit 11 printed copies of the proposal in its entirety including pricing and the completed Signature Page.
- ☑ For further information on submitting please see section "INSTRUCTIONS FOR SUBMITTING PROPOSALS" and "PROPOSAL DELIVERY"

## Offeror Price Sheet Requirements

The Offeror will complete one **Offeror Price Sheet** for each Commercial Software Product Module. If the Offeror has a State Term Schedule, this Offeror Price Sheet needs to use the existing Manufacturer Part No. that matches <u>exactly</u> with the State Term Schedule (STS). The price sheet has two parts; the Costs by Product Module for Commercial Software License, Maintenance, and Support Costs, and the Personal Services related to the Product Module.

It will be important that this offer makes it very clear which modules are included in the STS Manufacturer Part No. The Personal Services will also need to be priced using the existing Manufacturer Part No. Whenever the module or service to be priced is not given on the STS Price list, it must be fully explained and disclosed in the Proposal.

The Department shall not accept any Proposal that fails to include one copy of Offeror Price Sheet for <u>each module</u> included in the Offeror's COTS Solution Proposal.

### Offeror Not-to-Exceed Fixed Price Sheet Requirements

The Department shall not accept any Request for Proposal that fails to include one completed **Offeror Not-To-Exceed Fixed Price Sheet** for the entire Offeror's COTS Solution Proposal.

## Instructions for Submitting Proposals

- 1. The original bid response must be submitted in a sealed envelope/box (envelope/box means any type of sealed, opaque container) with the bid number clearly marked on the outside of the envelope/box. If bidder is using an "Express Mail" or similar type of service, the Proposal response must be contained in a sealed envelope within the "Express" mailer (the RFP number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). Failure to submit the bid in a sealed envelope without the bid number clearly marked on the exterior shall result in immediate disqualification and no further consideration given for the award.
- 2. The original Proposal response (unless otherwise stated, hereinafter referred to as "bid") must be submitted to ODOT Purchasing prior to 11:00 a.m., on the scheduled day of opening as listed on the Request for Proposal (RFP). Bids may be submitted or delivered to ODOT Office of Contracts, Purchasing Services section 1st floor, 1980 W. Broad Street, Columbus, Ohio 43223. Delivery to any other location, does not constitute bid being received by ODOT Purchasing. Proposals submitted with insufficient postage will not be accepted. Proposals will be received during regular business hours, 7:00 a.m. 4:30 p.m., Monday through Friday, excluding recognized holidays. **Proposals with stamped or copied signatures will be considered non-responsive.** Telegraphic, facsimiles, or any other mode of transmission other than stated above shall not be considered as a valid submission to ODOT Purchasing. Bidders using "express mail" or similar types of service, should verify with the service as to which address is required to ensure proper delivery of the response to ODOT Purchasing. ODOT will not be held liable for non-delivery and/or late delivery of any bid response due to a bidder listing an incorrect address.
- 3. The original bid response with all pages, including a copy of all issued addenda, must be properly completed, signed by the bidder, accompanied by copies of all necessary supportive documentation and returned in its entirety. The original bid response must contain an authorized original signature of the bidder on the signature page. If the entire RFP is not submitted with all pages, the bid will be deemed non-responsive and ineligible for award.
- 4. Any Proposal received after 11:00 a.m., on the scheduled day of opening, will be marked as late, remain sealed, and will receive no further consideration for award. Late bids will be returned unopened to the Proposer. Proposers should allow sufficient time for mailing their bids to ensure delivery to ODOT Purchasing prior to the opening time and date. ODOT will not be responsible for a late bid due to failure of the bidder to allow sufficient time for delivery of the bid.
- 5. In order to protect the integrity of the bidding process, bids shall not be prepared, completed or altered on the premises of ODOT Purchasing. Any bid which is prepared, completed or altered on the premises of ODOT Purchasing shall be immediately disqualified and receive no further consideration for award.
- 6. Proposals, unless otherwise provided herein, are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of Proposal responses must be requested and will be provided within a reasonable period of time and at a fee established by the Director of ODOT. To prevent delays in evaluating Proposals and awarding contracts, such requests for recently opened Proposals, will be honored upon completion of the contract award by the Director of ODOT.
- 7. PROPOSERS MAY REQUEST CLARIFICATION: If any Proposer discovers an inconsistency, error, or omission in this RFP, the Proposer should request clarification. Any pre-proposal questions or inquiries must be submitted in writing and received no later than March 17 at 11:00am eastern time. The issuance of an addendum is dependent upon the information received and the impact on the competitive proposal process.

Proposers are not to contact any other office, including District offices, for responses to pre-proposal questions.

#### IV. GENERAL DEFINITIONS

When used in this Request for Proposal or any ensuing contract, the following definitions shall apply. If a conflict exists between these definitions and any definition listed in the Proposal specifications, the Proposal specifications shall prevail.

- 1. AGENCY: Ohio Department of Transportation.
- 2. EQUIPMENT: Items, implements and machinery with a predetermined and considerable usage life.
- 3. INVOICE: An itemized listing showing delivery of the commodity or performance of the service described in the order, and the date of the purchase or rendering of the service, or an itemization of the things done, material supplied, or labor furnished, and the sum due pursuant to the contract or obligation.
- 4. LOWEST RESPONSIVE\RESPONSIBLE OFFEROR: An Offeror who offers the lowest cost for the goods or services listed in the proposal; and whose proposal responds to request for proposal specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the pricing proposal or otherwise give him a competitive advantage; and whose experience, financial condition, conduct and performance on previous contracts, facilities, management skills evidences their ability to execute the contract properly.
- 5. MATERIALS: Items or substance of an expendable or non-expendable nature from which something can be made, improved or repaired.
- 6. OFFEROR: A Person, as an authorized representative of the firm, or firm who submits a proposal in response to a Request for Proposal.
- 7. PROPOSER: The company and/or authorized representative of the company who has signed and is submitting the signed proposal response and who will be responsible to ensure proper performance of the contract awarded pursuant to the proposal.
- 8. PURCHASE: To buy, purchase, installment purchase, rent, lease, lease purchase or otherwise acquire equipment, materials, supplies or services. "Purchase" also includes all functions that pertain to obtaining of equipment, materials, supplies or services, including description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.
- 9. REQUEST FOR PROPOSAL: All documents, whether attached or incorporated by reference, utilized for soliciting proposals. Upon completion of the evaluation of the Offeror's response, the Request for Proposal then becomes contract between ODOT and the successful Offeror, both governed by the laws of the State of Ohio.
- 10. SERVICES: The furnishing of labor, time or effort by a person, not involving the delivery of a specific end product other than a report which, if provided, is merely incidental to the required performance. "Services" does not include services furnished pursuant to employment agreements or collective bargaining agreements.
- 11. SUBOFFEROR/SUBCONTRACTOR: An individual, firm or corporation to whom the Offeror sublets part of the contract to be performed.
- 12. VENDOR: The Offeror or Proposer who, upon awarding of a contract, becomes the prime Vendor who is considered to be the primary source for providing the goods or services listed in the awarded contract and the party to whom payment will be made upon delivery of the goods and/or completion of the contract.

#### V. GENERAL TERMS AND CONDITIONS

- A. All expenses incurred by Offeror in responding to this RFP shall be borne by Offeror. In no event shall ODOT be responsible for any such expenses.
- B. Addenda shall be issued in response to any significant changes in the RFP. It is the responsibility of the Proposer to include in its Proposal a copy of all issued addenda as an acknowledgement of any changes made. Failure to include a copy off all issued addenda in your original Proposal response shall result in the Proposal being deemed non-responsive and ineligible for award.
- C. Responses to this RFP will not be opened publicly.
- D. Responses may not be amended after they are received by ODOT.
- E. ODOT is exempt from federal excise taxes and all state and local taxes. Offeror shall not charge or withhold any taxes on commodities, goods, or services provided to ODOT.
- F. The Director of ODOT reserves the right to reject any and all proposals and cancel this RFP at any time.
- G. Any of the following reasons may be considered sufficient for rejection of a proposal:
  - Offeror or any subsidiary or related company submits more than one proposal for the same RFP under the same or different name.
  - 2. Offeror colludes in any manner in responding to this RFP.
- H. ODOT will not award a contract for goods or services, to an Offeror or Proposer who has been suspended or debarred from doing business with the State of Ohio or who appears on the Federal List of Excluded Parties Listing System.
- I. ODOT will not enter a contract with any Offeror who has provided material assistance to any organization on the United States, Department of State's terrorist exclusion list. The Successful Offeror will be required to complete a Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form prior to executing a contract pursuant to this RFP.
- J. ODOT will not enter a contract with any Offeror who is subject to a finding for recovery under Ohio Revised Code Section 9.24. The successful Offeror will be required to affirm that it is not subject to a finding for recovery prior to executing a contract pursuant to this RFP.
- K. Offeror shall comply with all applicable state and federal laws regarding drug-free workplace. The Offeror shall make a good faith effort to ensure that its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- L. Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Offeror will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, sexual orientation, gender identity, genetic information or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- M. Offeror shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Offeror will, in all solicitations or advertisements for employees placed by or on behalf of Offeror; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, sexual orientation, gender identity,

- genetic information or age. Offeror shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- N. Offeror agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Offeror shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Offeror's compliance with Title VI.
- O. Offeror shall comply with the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- P. Offeror shall comply with Executive Order 2011-12K issued by Ohio Governor John R. Kasich and shall abide by those requirements. Necessary forms shall be completed at the time of contracting.
- Q. Offeror shall maintain all records and files generated as a result of this RFP. All records are to be considered the property of ODOT and shall be made available to ODOT staff on or off of Offeror's or Proposer's premises for review and audit. Upon completion of the contract, the Offeror shall deliver all records and files to ODOT in a format to be determined by ODOT (allowing for electronic vs. paper) or otherwise shall dispose of them as directed by ODOT.
- R. Offeror shall permit ODOT or its designee access to all original books, records, invoices, and accounting procedures and practices of the Offeror relevant to this RFP. The Offeror's financial records shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). The Offeror shall retain all records for three years after the termination of a contract with ODOT.
- S. Proposer shall provide the name and version of all financial software, program software, and inventory software to be used by the Proposer for this RFP. The Proposer must also demonstrate sound IT security and data retention policies, and comprehensive data recovery and back up plans to prevent unauthorized access or destruction of data.
- T. ODOT reserves the right to request an on-site inspection of the Proposer's facilities. This on-site inspection may occur at any point of the RFP process and may be considered as a factor in Proposer selection.
- U. No person, broker or selling agency shall be employed, retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the ODOT. For breach or violation of this provision, ODOT shall have the right to reject the proposal or annul this agreement.
- V. It is the sole responsibility of the Proposer to clearly mark any information submitted through this RFP process in which the Proposer considers a trade secret. A trade secret is defined in Section 1333.61(D) of the Ohio Revised Code.

## VI. ATTACHMENTS

Attachment One:	Signature Page	34
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Attachment Seven:	Offeror Not-To-Exceed Fixed Price Sheet	43

(Please email <u>Contracts.Purchasing@dot.state.oh.us</u> to request a Word (.doc) version of any of these attachments, if needed.)

## SIGNATURE PAGE

RFP No: 519-14

**Title: SCAN Web Software Replacement** 

Failure to return all the pages, including hard copies of all issued addenda, of this RFP and sign on this page as indicated shall render your proposal non-responsive and ineligible for award.

Your signature indicates that you attest to all statements made in this Request for Proposal and that you have read, understand and hereby agree to be bound by all Department of Transportation terms, conditions, specifications, requirements and addenda relating to this Request for Proposal.

	Ithorized signature by Officer of the Company (Signature must be in a color other thack)
Ту	pe or print name shown above
Tit	tle of Officer Signing

NOTICE:

The Department will not provide Offerors or Proposers or other interested parties an opportunity to review Proposals on the day of the opening. This prohibition is necessary in order to facilitate the opening and reading of the Proposals in a timely and professional manner.

Pursuant to Section 149.43 of the Ohio Revised Code, interested parties may however; request to view previously submitted Proposals by sending a Public Records Request to ODOT:

Attn: **Brad Jones** 

Deputy Director

Construction Management 1980 W. Broad Street, 1st floor

Columbus, Ohio 43223

## SAMPLE DELIVERABLE/MILESTONE SUBMITTAL FORM

Client Name:	[Insert Client Name]
Project Name:	[Insert Project Name]
Contract Number:	[Insert Contract Number]
Deliverable To Be Reviewed or Milestone Attained:	[Insert Deliverable/Milestone Name and Work Breakdown Structure Task #]
Date Deliverable Submitted for Review or Milestone Achievement Date:	[Insert Applicable Date]
has been completed/attained by [inse in the [Insert Agency] Online [Insert So and Project Plan. Please obtain signal	ame] Deliverable/milestone is complete. This Deliverable/milestone of Corporate name] in accordance with the requirements specified plution Title] System RFP, BRS [Insert Solution Title] Documents, tures below indicating the compliance of [insert e obtain all signatures within 15 calendar days of the Submitted or
Please contact	_ at XXX-XXX with any questions.
Sincerely,	
[Insert Company Name] [Insert Project Name] Project Mana	ger
Printed Name Proposer Project Manager {Same as person signing above}	
COMPLIANT: Deliverable Payment Authorized: Yo	es No N/A
Signature of State Project Represer	ntative/Date
NOT COMPLIANT: Describe reason(s) for non-complia (Continue on back if necessary)	nce:
Signature of State Project Represer	ntative/ Date Payment Not Authorized

## **OFFEROR CERTIFICATION FORM**

- 1. The Offeror is not currently subject to an "unresolved" finding for recovery under Revised Code Section 9.24, and the Offeror will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.
- 2. The Offeror certifies that it will comply with Executive Order 2011-12K; all services must be performed within the United States. Furthermore, the Offeror will not allow others to perform work for the State of Ohio outside the United States.
- 3. The Offeror certifies that it will provide a letter stating the location and handling of State data for approval by the ODOT Information Technology Department. Furthermore, the Offeror understands: State data must be maintained in a secure manner; the data must not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data must be destroyed.
- 4. The Offeror certifies that its responses to the following statements are true and accurate. The Offeror's answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause.
	The Offeror has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror is currently under litigation or has had a judgment against on any legal claim related to the product or services being offered.
	The Offeror, any officer of the Offeror, or any owner of a 20% interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a 20% interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance under the Contract, and the best interest of the State.

5. The Offeror certifies that neither it nor any of its people that may work on or benefit from the Contract through the Offeror has a possible conflict of interest (e.g., employed by the State of Ohio, etc.) other than the conflicts identified immediately below:

	Potential Conflicts (by person or entity affected)								
(Attach an additional sheet if more space is need.)									
	The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Offeror did not disclose in its Proposal.								
6.	valid I-9 form on file with t	all its and its subcontractors' personnel provided for the Project will have a he Offeror or subcontractor, as appropriate, and will have presented valid documents, if they are not United States citizens.							
	Please provide the followi regarding the Offeror's Pr	ng information for a contact person who has authority to answer questions oposal:							
	Name:								
	Title:								
	Mailing Address:								
	Office Phone Number:								
	Cell Phone Number:								
	Fax Number:								
	Email Address:								
Date	•								
Sigr	nature (must be in a color	r other than black ink)							
Тур	e or print name shown at	pove							
Title	e of Officer Signing								
Nan	ne of Company								

## **OFFEROR EXPERIENCE SUMMARY**

Mandatory Offeror Experience Requirement: The Offeror must have a demonstrated track record of successfully configuring and installing each proposed module in the Commercial Off The Shelf (COTS) Solution. Include one completed Offeror Experience Summary for each proposed module in the COTS Solution with specific details on Company/DOT where the module is being used in production, Contact information, Project information, Key dates and Duration of the module in production.

Note: The Offeror must duplicate and complete this form for each module of the COTS proposed.

Οí	Offeror Experience with (Identify module):								
0	ileioi Experiei	ice with (iden	tily illoudie).						
	Company/DOT	Namo:		Contact Name					
	Company/DOT	Address:			Contact Title:				
			Contact Phone						
F				Contact Email:					
I R	Date Sold	Project Start	Project End	Date Module	Duration to Configure				
S	Month/Year:	Date	Date	in Production	Circle one Months/Years				
Т		Month/Year:	Month/Year:	Month/Year:	Duration in Production				
					Circle one Months/Years				
	Attach a detai named above		of how the CO	TS module is o	pperating in production with Company/DOT				
	Company/DOT	Name:		Contact Name	:				
	Company/DOT	Address:		Contact Title:					
				Contact Phone Number:					
S E				Contact Email:					
С	Date Sold	Project Start	Project End	Date Module	Duration to Configure				
О N	Month/Year:	Date	Date	in Production	Circle one Months/Years				
D		Month/Year:	Month/Year:	Month/Year:	Duration in Production				
					Circle one Months/Years				
	Attach a detai		of how the CO	TS module is c	operating in production with Company/DOT				
	Company/DOT			Contact Name					
					•				
	Company/DOT	Address:		Contact Title:	Number				
				Contact Phone					
T H				Contact Email:					
ï	Date Sold	Project Start	Project End	Date Module	Duration to Configure				
R	Month/Year:	Date	Date	in Production	Circle one Months/Years				
D		Month/Year:	Month/Year:	Month/Year:	Duration in Production				
					Circle one Months/Years				
		•	of how the CO	TS module is c	pperating in production with Company/DOT				
1	named above.								

### HIGH VALUE DATA INDEMNIFICATION AGREEMENT

The Ohio Department of Transportation maintains information in its data stores to which personnel, subcontractors, or others within your control, have access. This access is obtained typically when your company provides support for the Ohio Department of Transportation's hardware, or the software systems we have obtained, and properly license from your company, or you provide services to the Ohio Department of Transportation which either provides access to, or generates high value data relating to the Ohio Department of Transportation. This document is meant to place the responsibility on your company to maintain control measures on those within your control, and who do have, or who may have, access to the Ohio Department of Transportation's high value data.

THIS AGREEMENT, made and entered into this	day of,
by and between the Ohio Department of Transportation, 1	980 W. Broad Street, Columbus, Ohio 43223,
hereinafter called "ODOT", and	with its principal offices
at,	hereinafter
called the "VENDOR":	

WHEREAS, the ODOT, desires to make use of, and continue to receive the software hosting, consulting, and/or support services offered by VENDOR in support of the ODOT operations; and

WHEREAS, the ODOT maintains high value data within the software system for which VENDOR provides software, support, and maintenance, or to which VENDOR may have access; and

WHEREAS, the VENDOR, while providing hosting, consulting, support and maintenance services on the software system it licenses to the ODOT, does have access to high value data stored by the ODOT; and

WHEREAS, VENDOR is desirous of providing support services as outlined in its hosting, support, consulting and/or maintenance agreements, which are re-issued each year by VENDOR and purchased by ODOT.

NOW, THEREFORE, said ODOT and said VENDOR, for the considerations hereinafter set forth, mutually agree as follows:

#### 1. Definitions.

- a. High Value Data. The term High Value Data, as used throughout this agreement shall mean any data, whether specifically identified or not, which, if released to the general public would constitute protected data under any Freedom of Information Act (state or federal) or its accompanying regulations, any Health Insurance Portability and Accountability Act (HIPAA) law or regulation, or other data which the ODOT deems to be confidential in nature, and which is stored in the VENDOR-licensed, supported, and maintained system. A non-exhaustive list of the types of information the ODOT deems to be High Value Data includes: social security numbers, medical records of any kind, and restricted address and contact information.
- b. ODOT Systems. This term is meant to include all software and hardware systems within the control of the ODOT. Such systems include the hardware and software system to which VENDOR provides maintenance and support services. The term also includes all network apparatus, routers, switches, telephone systems, and other devices physically located on ODOT premises, or under its control.
- c. Authorized Users. An Authorized User is a VENDOR employee, contractor, or subcontractor who has been specifically delegated the responsibility for providing support or maintenance for a general or specific task for VENDOR to ODOT under the Hosting, Maintenance or Support agreements between the ODOT and VENDOR, or which has agreed to provide services to the ODOT which involve access to, generation of High Value Data, or both, and who has agreed to the terms of this Agreement.

### **HIGH VALUE DATA INDEMNIFICATION AGREEMENT**

d. Unauthorized User. As it relates to this Agreement, an Unauthorized User is a user, regardless of whether that user is a person, a company, a contractor, subcontractor or other, who obtains access to information, and either attempts access, or obtains access to ODOT Systems or ODOT High Value Data without the knowledge of VENDOR, or in contravention of direct orders from VENDOR, and/or who has not agreed to the terms of this Agreement.

#### 2. ODOT Obligations.

- a. ODOT agrees to continue to pay the fees related to the hosting, maintenance or support cost, or other fees associated with the Services provided by VENDOR.
- b. ODOT agrees to provide a secure VPN through which VENDOR must provide support services to VENDOR's software system, if applicable.

#### 3. VENDOR Obligations.

- a. VENDOR agrees to continue to provide hosting, maintenance and support, or other Services as outlined in its prior agreements, and to do so through the ODOT VPN provided, if applicable.
- VENDOR agrees to maintain control measures on the use, and dissemination of VPN-specific information, or other access information, which would permit Unauthorized Users to access ODOT Systems.
- c. VENDOR agrees to maintain adequate measures to prevent the dissemination of viral or other malware intrusions or infections on the ODOT's systems through VENDOR connections.
- d. VENDOR agrees to maintain control measures on the use and dissemination of VPN-specific information, and other access information, used by Authorized Users of VENDOR.
- e. VENDOR agrees to obtain agreement to this Agreement from all support personnel providing support and maintenance, or other Services under VENDOR's agreement with ODOT.
- f. VENDOR agrees not to export any personally identifiable information, or other High Value Data from ODOT systems to any other systems, intentionally, or unintentionally.
- g. VENDOR agrees to indemnify, hold harmless and defend ODOT, its officers, directors, employees and agents from and against all third party claims, including payment of damages, costs, losses and expenses (including but not limited to attorneys' fees) caused by, arising out of or related to the negligence of VENDOR, its partners, officers, employees, agents, subconsultants and subcontractors in the performance or furnishing of services under the support and maintenance agreements, or other Services Agreements as that negligence is related to the misuse, unauthorized dissemination, and collection, or other non-ODOT use of High Value Data, if VENDOR is determined to be the pathway or vector, either directly through Authorized Users, or indirectly through Unauthorized Users, where the VPN-specific connection, or other access information, is obtained through VENDOR, and the purpose of the misuse, dissemination, collection, or other use was for other than providing support or maintenance to ODOT.
- h. VENDOR agrees to notify ODOT immediately if ODOT's VPN information, or other access information, has been disseminated to any person not affiliated with VENDOR, or if persons, contractors, subcontractors, or otherwise, with no VENDOR-related business obtain ODOT VPN connection, or access information. Further, VENDOR agrees to notify ODOT of a change in personnel, such that password access, or other configuration information may be changed immediately upon obtaining such changes at VENDOR.
- 4. Both ODOT and VENDOR agree that this is a very sensitive issue, and agree to cooperate to find ways to effectively protect ODOT High Value Data.
- 5. This Agreement is not intended to modify the terms of any license agreement between ODOT and VENDOR.

## **HIGH VALUE DATA INDEMNIFICATION AGREEMENT**

6. This agreement shall remain in effect while ODOT is a licensed user of VENDOR software systems, and while it maintains hosting, support, and/or maintenance, or other Services of VENDOR. No further executions shall be required, and the terms of this Agreement are hereby incorporated by reference into VENDOR's support and Maintenance Agreement(s).

Accepted and Agreed:			
(Vendor Name)	(Title)	Ohio Department of Transports	ation
(Authorized Signature)	(Date)	(Authorized Signature)	(Date)

## OFFEROR PRICE SHEET

Note: The Offeror must duplicate and complete this form for each module of the COTS proposed.

Commercial Software Produc	t Module Name a	ına versior	1/Release #	F:				
License Type:	Lic	License Count:			User Cou			
Check the box to indicate if the above	named product modu	ule is included	in the propos	ed solution:	☐ Inclu	ded 🗖 Op	tional	
Costs by Product Module	Part Name or Manufacturer Part Number	Project Duration	Initial Year	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Commercial Software License Fees								
Annual System Maintenance								
Annual System Support								
TOTAL								

Personal Services for Product Module	Part Name or Manufacturer Part Number	HOURS	RATE	COST
ROLE:				
Advisory SME				
Program Manager				
Project Manger				
Business Analyst				
Systems Architect				
Data Base Administrator				
COTS SME				
Technical Lead				
Technical Specialist				
Trainer				
System Analyst				
Technical Developer Level 1				
Technical Developer Level 2				
Quality Assurance Analyst				
Technical Writer				
TOTAL				

## OFFEROR NOT-TO-EXCEED FIXED PRICE SHEET

Note: In the tables below all Offeror Price Sheets with the Product Module marked as included are aggregated into the tables below.

Not-To-Exceed Fixed Price	Part Name or Manufacturer Part Number	Project Duration	Initial Year	First Year	Second Year	Third Year	Fourth Year	Fifth Year
All Commercial Software License Fees								
All Annual System Maintenance Costs								
All Annual System Support Costs								
Additional Commercial Software License Fees*								
Additional Annual System Maintenance Costs*								
Additional Annual System Support Costs*								
Total Personal Services from table below								
Other Costs								
Total Not-To-Exceed Fixed Price								

<sup>\*</sup>Note: Additional Costs and Fees for the COTS Solution not included in the Product Module Offeror Price Sheets.

Total Personal Services	Part Name or Manufacturer Part Number	HOURS	RATE	COST
ROLE:				
Advisory SME				
Program Manager				
Project Manger				
Business Analyst				
Systems Architect				
Data Base Administrator				
COTS SME				
Technical Lead				
Technical Specialist				
Trainer				
System Analyst				
Technical Developer Level 1				
Technical Developer Level 2				
Quality Assurance Analyst				
Technical Writer				
TOTAL				